

UNOFFICIAL COPY

1 all

This document was prepared by,
and after recording, return to:

Allen C. Balk
Meltzer, Purtil & Stelle LLC
300 South Wacker Drive
Suite 3500
Chicago, Illinois 60606

Permanent Tax Index Numbers:
See Exhibit A

Property Addresses:
See Exhibit A

846 8268



Doc#: 1030912032 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/05/2010 08:59 AM Pg: 1 of 9

This space reserved for Recorders use only.

FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES

This FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES dated October 8, 2010 (this "Mortgage Amendment"), is executed by SANDEE LLC, an Illinois limited liability company ("Mortgagor"), and FIRST MIDWEST BANK, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of Eight Million Two Hundred Fifty Thousand and 00/100 Dollars (\$8,250,000.00) pursuant to the terms and conditions of that certain Mortgage Loan Agreement dated as of September 9, 2009, between Borrower and Lender (the "Loan Agreement", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement) and as evidenced by a Promissory Note dated September 9, 2009, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note").

B. The Note is secured by, among other things, (i) that certain Mortgage, Security Agreement and Fixture Filing dated September 9, 2009 from Borrower to Lender recorded with the Cook County Recorder of Deeds (the "Recorder's Office") on September 15, 2009, as Document No. 0925833052 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A thereto ("Property"), (ii) that certain Assignment of Rents and Leases dated September 9, 2009, from Borrower to Lender and recorded in the Recorder's Office on September 15, 2009 as Document No. 0925833053 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated September 9, 2009 from Borrower to Lender (the "Indemnity Agreement"); and (iv) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

S ✓
P 9
S N
SC X
INTY

BOX 333-CP

UNOFFICIAL COPY

C. Pursuant to that certain Second Modification of Loan Documents (the "Loan Amendment") dated of even date herewith by and between Borrower and Lender, the Loan Agreement was amended to, among other things, increase the Loan Amount.

E. Mortgagor and Lender desire to amend the Mortgage and Assignment of Leases to reflect the terms of the Loan Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender hereby agree to amend the Mortgage and Assignment of Leases, as follows:

A G R E E M E N T S:

1. The first Recital of the Mortgage shall be amended to read in its entirety as follows:

"Mortgagor is justly indebted to Mortgagee in the principal sum of Eight Million Six Hundred Eighty-Two Thousand Forty-Two and No/100 Dollars (\$8,682,042.00), as evidenced by that certain Amended and Restated Note dated as of October 18, 2010 (as amended, restated or replaced from time to time, the "Note") made by Mortgagor and payable to the order of and delivered to Mortgagee, in and by which said Note Mortgagor promises to pay the said principal sum and interest in the manner and at the rates as provided herein."

2. Any references in the Mortgage and Assignment of Leases to the Loan shall be deemed to mean and refer to the Loan as amended hereby. Lender shall record this Amendment in the Recorder's Office to reflect the subject matter hereof.

3. As modified hereby, the Mortgage and the Assignment of Leases shall continue in full force and effect.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(the balance of this page is intentionally left blank)

UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor and Lender have each executed and delivered this Mortgage Amendment the day and year first above written.

MORTGAGOR:

LENDER:

SANDEE LLC, an Illinois limited liability company

FIRST MIDWEST BANK

By: The Cloverleaf Group, Inc.,
an Illinois corporation, its Manager

By: Ned Smith

By: Michael S. Basofin

Name: Ned Smith

Name: Michael S. Basofin

Its: Vice President

Its: President

PROBATIONER OF COOK COUNTY CLERK'S OFFICE

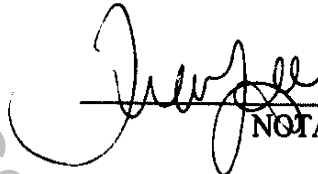
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Heidi Smithson, the Vice President of First Midwest Bank ("Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Vice President of said Bank, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18th day of October, 2010.



NOTARY PUBLIC

(SEAL)

My Commission expires: 11/19/12

MORTGAGE AMENDMENT

NOTARY PAGE

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michaels Basarin, the President of The Cloverleaf Group, Inc., an Illinois corporation and the Manager of SANDEE LLC, an Illinois limited liability company, who is personally known to me to be the same persons whose name is subscribed to the foregoing instrument as the President of such manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18th day of October, 2010.



(SEAL)

[Signature]
NOTARY PUBLIC

My Commission expires: 11/9/10

MORTGAGE AMENDMENT

NOTARY PAGE

UNOFFICIAL COPY

EXHIBIT A

Legal Description of the Property

PARCEL 1:

LOT 1 IN SANDERS COURT SUBDIVISION, BEING A SUBDIVISION IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 8 RODS OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 7, AFORESAID, WITH THE WEST LINE OF THE NORTHEAST ¼ OF THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID, 150.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 7 AFORESAID, 40.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID 118.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 7 AFORESAID, 29.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID 268.00 FEET TO THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 7; THENCE NORTH ALONG SAID WEST LINE, 69.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 2 IN SANDERS COURT SUBDIVISION, BEING A SUBDIVISION IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 IN SANDERS COURT SUBDIVISION AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF LOT 2 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 2 AFORESAID, 40.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 221.78 FEET TO A POINT

UNOFFICIAL COPY

IN THE WESTERLY LINE OF SANDERS ROAD; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE, 40.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7 AFORESAID, 1152.00 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 90 DEGREES WEST ALONG THE NORTH LINE OF SAID NORTHWEST $\frac{1}{4}$ FOR A DISTANCE OF 267.79 FEET TO A POINT 452.59 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7 AFORESAID; THENCE SOUTH 00 DEGREE, 20 MINUTES, 00 SECOND WEST, 679.30 FEET; THENCE NORTH 88 DEGREES, 20 MINUTES, 00 SECOND EAST, 177.00 FEET TO A LINE 674.14 FEET SOUTH OF AN PARALLEL WITH THE NORTH LINE OF SECTION 7 AFORESAID, (SAID 674.14 FEET BEING MEASURED ALONG THE WEST LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7 AFORESAID); THENCE NORTH 90 DEGREES EAST ALONG SAID PARALLEL LINE 715.51 FEET TO THE WESTERLY LINE OF SANDERS ROAD; THENCE NORTH 07 DEGREES, 19 MINUTES, 12 SECONDS WEST ALONG SAID WESTERLY LINE 546.58 FEET TO A LINE 2 CHAINS SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7 AFORESAID; THENCE NORTH 90 DEGREES WEST ALONG SAID PARALLEL LINE 366.54 FEET TO A POINT IN THE WEST LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7 AFORESAID; THENCE NORTH 00 DEGREE, 08 MINUTES, 40 SECONDS EAST ALONG SAID WEST LINE, 82.0 FEET TO THE POINT IN THE SOUTH LINE OF DUNDEE ROAD, AS DESCRIBED IN CONDEMNATION CASE NO. 69L18272; THENCE NORTH 90 DEGREES WEST ALONG SAID LINE 184.77 FEET TO A LINE PARALLEL WITH THE WEST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7 AFORESAID AND DRAWN THROUGH THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID PARALLEL LINE 50.0 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART CONDEMNED FOR NORTHERN ILLINOIS TOLL HIGHWAY, AS PER SUPERIOR COURT OF COOK COUNTY, ILLINOIS CASE NO. 56S11399), ALSO

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 7, A DISTANCE OF 2 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 7; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7, A DISTANCE OF 2.31 CHAINS; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 7 TO THE WESTERLY LINE OF SANDERS (FORMERLY KNOWN AS WAUKEGAN ROAD); THENCE NORTHERLY ALONG THE WESTERLY LINE OF SANDERS ROAD TO A POINT ON THE WESTERLY

UNOFFICIAL COPY

LINE OF SAID ROAD, WHICH IS 2 CHAINS SOUTH OF THE NORTH LINE OF SAID SECTION 7; THENCE WEST ALONG A LINE 2 CHAINS SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 7 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 FO SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, A DISTANCE OF 2 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, A DISTANCE OF 2.31 CHAINS; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 7 TO THE CENTER LINE OF SANDERS (FORMERLY KNOWN AS WAUKEGAN ROAD); THENCE NORTHERLY ALONG THE CENTER LINE OF SANDERS ROAD TO A POINT ON THE CENTER LINE OF SAID ROAD, WHICH IS 2 CHAINS SOUTH OF THE NORTH LINE OF SAID SECTION 7; THENCE WEST ALONG A LINE 7 CHAINS SOUTH OF AN PARALLEL TO THE NORTH LINE OF SAID SECTION 7 TO THE POINT OF BEGINNING (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF TE NORTH 8 RODS OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, AFORESAID, WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID, 150.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7 AFORESAID, 40.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID 118.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7 AFORESAID, 29.00 FEET; THENCE WEST PARALLEL WITH TE SOUTH LINE OF THE NORTH 8 RODS AFORESAID 268.00 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH ALONG SAID WEST LINE, 69.00 FEET TO THE POINT OF BEGINNING), AND

(EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 IN SANDERS COURT SUBDIVISION AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF LOT 2 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 2 AFORESAID, 40.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 221.78 FEET TO A POINT IN THE WESTERLY LINE OF SANDERS ROAD; THENCE NORTHWESTERLY ALONG

UNOFFICIAL COPY

SAID WESTERLY LINE, 40.33 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

Pins: 04-07-100-016, 017, 018, 019 & 020

PA: Southwest Corner of Sanders Rd & Dundee Rd.
Northbrook IL 60062