



Doc#: 1033431094 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/30/2010 03:50 PM Pg: 1 of 9

This Instrument Prepared by
and After Recording Returned to:

Daniel Kohn, Esq.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603

**FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT**

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "**Amendment**") dated as of October 30, 2010, with an effective date of August 5, 2010, by and between **3701 W. 128TH LLC**, an Illinois limited liability company ("**Borrower**"), and **HINSDALE BANK & TRUST COMPANY**, an Illinois banking corporation ("**Lender**"), its successors and its assigns.

RECITALS:

A. Pursuant to the terms of that certain Mortgage Note dated as of May 1, 2008, by Borrower in favor of Lender in the original maximum principal amount of Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00)(as modified, amended and/or restated from time to time, the "**Note**"), which Note evidences a loan from Lender to Borrower in the original maximum principal amount of Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00)(the "**Loan**"), Borrower has executed and delivered to Lender a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated May 1, 2008, and recorded on May 5, 2008, with the Cook County Recorder of Deeds as Document No. 0812634047 (as modified, amended and/or restated from time to time, the "**Mortgage**"), which Mortgage encumbers the real property described on **Exhibit A** attached hereto.

B. In accordance with the terms of the Second Amendment to Mortgage Note of even date herewith between Borrower and Lender (the "**Second Amendment to Note**"), Borrower and Lender have agreed (i) to extend the Maturity Date (as defined in the Note) of the Note to November 5, 2011, (ii) to modify the Interest Rate (as defined in the Note) due and payable under the Note, and (iii) to modify the required monthly principal payments under the Note.

D. As a condition precedent to Lender's execution of the Second Amendment to Note, Borrower and Lender wish to amend the Mortgage to reflect that (i) the Mortgage shall now secure, in addition to all obligations under the Loan, (a) all obligations under that certain loan from Lender in favor of 6601 Mill LLC, an Illinois limited liability company ("**Mill**"), in

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the original principal amount of Three Million Four Hundred Seventy Thousand and No/100 Dollars (\$3,470,000.00)(the “**Mill Loan**”), which Mill Loan is in the process of being modified (the “**Mill Loan Modification**”), and (b) all obligations under that certain loan from Lender in favor of 6711 Good Hope LLC, an Illinois limited liability company (“**Good Hope**”; Mill and Good Hope are sometimes hereinafter collectively referred to as the “**Related Borrowers**”), in the original principal amount of Three Million Six Hundred Thirty Thousand and No/100 Dollars (\$3,630,000.00)(the “**Good Hope Loan**”; the Mill Loan and the Good Hope Loan are sometimes hereinafter collectively referred to as the “**Related Loans**”), which Good Hope Loan is in the process of being modified (the “**Good Hope Loan Modification**”; the Mill Loan Modification and the Good Hope Loan Modification are sometimes hereinafter collectively referred to as the “**Related Loan Modifications**”), and (ii) the occurrence of any default, event of default or other similar condition or event (however described) under any of the documents evidencing either of the Related Loans shall be deemed to be an Event of Default (as defined in the Mortgage) under the Mortgage.

E. Borrower acknowledges and agrees that (i) each Related Borrower is an affiliate of Borrower, (ii) it is in the best interest of Borrower to enter into the Second Amendment to Note, and (iii) Borrower will receive benefit from the Related Loan Modifications.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by Lender, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference to this Amendment.

2. Borrower and Lender acknowledge and agree that from and after the day hereof, the Loan shall be cross defaulted and cross collateralized with the Related Loans. To reflect such modification:

(a) Article II of the Mortgage is modified to include the following after the word “Note” contained in the seventh (7th) line thereof:

“and (i) to secure the payment of the principal amount of the Mortgage Note dated as of October 31, 2007, from 6601 Mill LLC, an Illinois limited liability company, in favor of Lender, as amended from time to time (the “**Mill Loan**”), which Mill Loan is in the original principal amount of Three Million Four Hundred Seventy Thousand and No/100 Dollars (\$3,470,000.00), and interest thereon (at variable rates and as otherwise provided therein) and all fees and premiums, if any, thereon, and all other sums due thereunder or advanced by Lender in accordance with the loan documents evidencing the Mill Loan, and (ii) to secure the payment of the principal amount of the Mortgage Note dated as of October 31, 2007, from 6711 Good Hope LLC, an Illinois limited liability company, in favor of Lender, as amended from time to time (the “**Good Hope Loan**”), which Good Hope Loan is in the original principal amount of Three Million Six Hundred Thirty Thousand and No/100 Dollars

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(\$3,630,000.00), and interest thereon (at variable rates and as otherwise provided therein) and all fees and premiums, if any, thereon, and all other sums due thereunder or advanced by Lender in accordance with the loan documents evidencing the Good Hope Loan; and

- (b) Section 4.01 of the Mortgage is modified to insert the following new Sections 4.01(n) and 4.01(o):

“(n) The occurrence of any default or event of default under the terms of any of the loan documents evidencing the Mill Loan after the expiration of the applicable notice and grace period, if any; or

(o) The occurrence of any default or event of default under the terms of any of the loan documents evidencing the Good Hope Loan after the expiration of the applicable notice and grace period, if any.”

3. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

4. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Borrower, and no notice of any extension, change, modification or amendment, made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

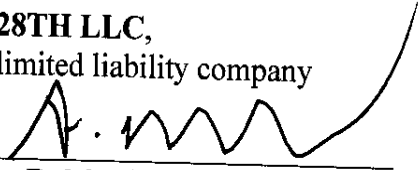
5. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(signatures on following page)

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IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

3701 W. 128TH LLC,
an Illinois limited liability company

By: 
Name: Scott D. McKibben
Its: Manager

HINSDALE BANK & TRUST COMPANY,
an Illinois banking corporation

By: _____
Name: _____
Its: _____

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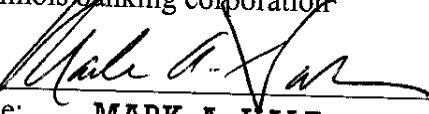
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IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

3701 W. 128TH LLC,
an Illinois limited liability company

By: _____
Name: Scott D. McKibben
Its: Manager

HINSDALE BANK & TRUST COMPANY,
an Illinois banking corporation

By: 
Name: **MARK A. HALE**
Its: Executive Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Kimberly R Cherry a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott D. McKibben, personally known to me to be the manager of 3701 W. 128th LLC, an Illinois limited liability company, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of October, 2010.



Kimberly R Cherry
Notary Public

My commission expires: 10/21/12

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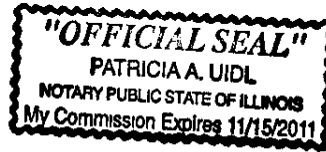
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I PATRICIA A. UIDL, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARK A. NALE, personally known to me as the EXECUTIVE VICE PRESIDENT of **HINSDALE BANK & TRUST COMPANY**, an Illinois banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as officer such of said entity, s/he signed and delivered the said instrument, and caused the seal of said entity to be affixed thereto, pursuant to authority given, as his/her free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of October, 2010.

Patricia A. Uidl
Notary Public

My Commission Expires: 11-15-2011



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UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1:**

THE NORTH 364 FEET OF THE FOLLOWING, TAKEN AS A TRACT:

LOT 9, EXCEPT THE WEST 67.58 FEET THEREOF AND LOTS 10, 11 AND 12 IN BLUE ISLAND GARDENS SUBDIVISION OF THE FOLLOWING DESCRIBED TRACT:

THE NORTHWEST QUARTER (EXCEPT THE EAST 20 ACRES THEREOF AND EXCEPT THE WEST 1/11 FEET OF THAT PART OF SAID NORTHWEST QUARTER LYING WEST OF SAID EAST 20 ACRES), IN SECTION 35, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN ALSIP INDUSTRIAL PARK UNIT 2 BEING A SUBDIVISION OF PART OF THE NORTH ½ OF THE NORTH WEST ¼ OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND IN PART OF THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 IN ALSIP INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTH ½ OF THE NORTHWEST ¼ OF SAID SECTION 35, ACCORDING TO THE PLAT THEREOF RECORD APRIL 19, 1968 AS DOCUMENT 20464384; THENCE NORTH 00 DEGREES 00 MINUTES WEST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 441.63 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, SAID POINT ALSO BEING ON THE SOUTH LINE OF WEST 123TH PLACE IN SAID ALSIP INDUSTRIAL PARK UNIT 2; THENCE NORTH 89 DEGREES 27 MINUTES 40 SECONDS WEST ALONG SAID SOUTH LINE OF WEST 128TH PLACE, A DISTANCE OF 6.97 FEET; THENCE SOUTH 11 DEGREES 17 MINUTES 20 SECONDS WEST, A DISTANCE OF 158.51 FEET TO A POINT 38.00 FEET OF THE WEST LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 00 MINUTES EAST ALONG A LINE PARALLEL WITH AND 38.00 FEET WEST OF THE WEST LINE OF SAID LOT 3, A DISTANCE OF 285.92 FEET TO THE SOUTH LINE OF SAID LOT 3 EXTENDED WEST (ALSO BEING THE SOUTH LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF SAID SECTION 35); THENCE SOUTH 89 DEGREES 29 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3 EXTENDED WEST, A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PIN Nos.: 24-35-100-036-0000

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24-35-101-036-0000
24-35-101-040-0000
24-35-100-044-0000

Common Address: 3701 West 128th Street, Alsip, Illinois

