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This Document Prepared By
and After Recording Return To:

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Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603



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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/07/2011 08:53 AM Pg: 1 of 8

NCS-333909

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FIRST SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This First Supplement to Mortgage and Security Agreement with Assignment of Rents (this "*Supplement*") is dated as of December ~~28~~, 2010 from Chicago Title Land Trust Company, an Illinois corporation, as successor trustee to Chicago Title and Trust Company, not personally but as Trustee under Trust Agreement dated December 9, 1994 and known as Trust No. 1100121, with its mailing address at 171 N. Clark Street, Suite 575, Chicago, Illinois 60601 (hereinafter referred to as "*Mortgagor*") to HARRIS N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "*Mortgagee*");

WITNESSETH THAT:

WHEREAS, Mortgagor did heretofore execute and deliver to Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of April 28, 2009, and recorded in the Office of the County Recorder of Cook County, Illinois on May 7, 2009 as Document No. 0912716015 (as amended and supplemented from time to time, the "*Mortgage*") encumbering the property described therein, in order to secure certain indebtedness of the Borrowers (as defined in the Mortgage) now or from time to time owing to Mortgagee, and

WHEREAS, concurrently herewith the Borrowers and Mortgagee have entered into that certain Second Amendment to Credit Agreement and Waiver dated of even date herewith, whereby the parties have agreed to, among other things, extend the Term Loan B Final Maturity Date (as defined in the Credit Agreement as identified in the Mortgage); and

WHEREAS, the Mortgage is to continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

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NOW, THEREFORE, for and in consideration of the execution and delivery by Mortgagee of this Supplement and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage is hereby amended as follows, to wit:

1. The second "*WHEREAS*" clause shall be amended by deleting the date "*October 26, 2010*" appearing therein and inserting the date "*April 27, 2014*" in lieu thereof.

2. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct in all material respects and that no Event of Default (as such term is defined in the Mortgage) or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Supplement. Mortgagor hereby repeats and reaffirms all covenants and agreements contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

3. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage as supplemented hereby shall have the same meanings in the Mortgage as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "*indebtedness hereby secured*" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby.

4. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby.

5. Mortgagor acknowledges and agrees that the Mortgage as supplemented hereby is and shall remain in full force and effect, and that the Mortgaged Premises are and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the indebtedness hereby secured. Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgement and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the Mortgage as supplemented hereby.

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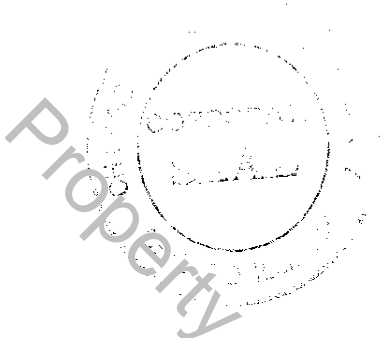
6. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

7. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be deemed to be a reference to the Mortgage as supplemented hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

8. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of Mortgagor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

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IN WITNESS WHEREOF, CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its ~~Secretary~~ the day and year first above written. (See attached rider for the Exculpatory Provision of Chicago Title Land Trust Company)



CHICAGO TITLE LAND TRUST COMPANY, as Trustee as Aforesaid and Not Personally

By *Harriet Denisewicz*
Its Assistant Vice President

HARRIET DENISEWICZ

Type or Print Name

(Seal)

Attest:

ATTESTATION NOT REQUIRED PURSUANT TO CORPORATE BYLAWS

Its _____ Secretary

Type or Print Name

Accepted and agreed to.

HARRIS N.A.

By: *MEMM*
Printed Name: Mark M Moore
Its: srp

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 9, 1994 AND KNOWN AS TRUST NO 1100121 ATTACHED TO AND MADE A PART OF FIRST SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS DATED DECEMBER 28, 2010, TO HARRIS N.A.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

On this 30th day of December, 2010, before me, a Notary Public, the undersigned officer, personally appeared Harriet Denisewicz , who acknowledged ~~himself~~ herself to be the Assistant Vice/ ^{President} of Chicago Title Land Trust Company, an Illinois corporation, and that ~~he~~ she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said company by ~~himself~~ herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Grace Marin

Notary Public

My Commission Expires:

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

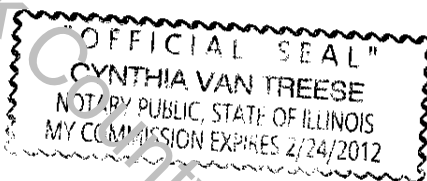
STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

On this 28th day of December, 2010, before me, a Notary Public, the undersigned officer, personally appeared MARK M. MOORE, who acknowledged himself to be the SVP of Harris N.A., a national banking association, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said association by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cynthia Van Treese
 Notary Public

My Commission Expires:



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SCHEDULE I

LEGAL DESCRIPTION

PARCEL 1

Lot 2A in the Resubdivision of Lot 2 in Palatine and State Subdivision, being a Subdivision in the Northwest Quarter of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, and the Northeast Quarter of Section 19, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded September 23, 1964, as document no. 19253056,

Except that part of Lot 2A described as follows:

Beginning at the Northwest corner of said Lot 2A, thence East along the North line of said Lot 2A, a distance of 226.2 feet to the Northeast corner of said Lot 2A; thence South 01 degrees, 21 minutes, 36 seconds East, along the East line of said Lot 2A, a distance of 54.00 feet; thence West parallel with the North line of said Lot 2A, a distance of 125.66 feet to a point of curvature; thence Southwesterly along the arc of a circle, being tangent to last described line, having a radius of 73 feet and being convex to the Northwest, an arc distance of 38.45 feet to a point of reverse curvature; thence Southwesterly along the arc of a circle, having a radius of 127 feet and being convex to the Southeast, an arc distance of 66.73 feet to a point on the West line of said Lot 2A; thence North 0 degrees, 21 minutes, 36 seconds West along the West line of said Lot 2A, 81.11 feet to the Northwest corner of said Lot 2A and the place of beginning, in Cook County, Illinois.

PARCEL 2:

Lot 2B in the Resubdivision of Lot 2 in Palatine and State Subdivision, being a Subdivision in the Northwest Quarter of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, and the Northeast Quarter of Section 19, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded September 23, 1964, as document no. 19253056, in Cook County, Illinois.

Property Address: 1800 North Arlington Heights Road, Arlington Heights, Illinois

P.I.N. Nos.: 03-20-100-015-0000 Vol. 232, 03-20-100-026-0000 Vol. 232