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This Document Prepared By  
and After Recording Return To:

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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
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**FIRST SUPPLEMENT TO AMENDED AND RESTATED  
CONSTRUCTION FEE AND LEASEHOLD MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

This First Supplement to Amended and Restated Construction Fee and Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of July 29, 2011 (this "Supplement"), is being entered into between Holocaust Memorial Foundation of Illinois, Inc., an Illinois not-for-profit corporation (hereinafter referred to as "Mortgagor"), and Bank of America, N.A., a national banking association (as successor by merger to LaSalle Bank National Association), with its mailing address at 135 South LaSalle Street, Chicago, Illinois 60603 (hereinafter referred to as "Lender").

**WITNESSETH THAT:**

WHEREAS, Mortgagor did heretofore execute and deliver to Lender that certain Amended and Restated Construction Fee and Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of May 11, 2011, and recorded in the Recorder's Office of Cook County, Illinois on June 3, 2011, as Document No. 1115429095 (as heretofore supplemented or otherwise modified, the "Mortgage"), encumbering (i) the Mortgagor's leasehold interests in the real property described on Exhibit A attached hereto (the "Leasehold Estate") and (ii) the property described on Exhibit B attached hereto (the "Fee Estate"; and together with the Leasehold Estate, the "Real Estate"), in order to secure certain indebtedness of Mortgagor now or from time to time owing to Lender; and

WHEREAS, the Mortgage currently secures, among other things, the obligations of Mortgagor to reimburse Lender for any drawings made under that certain Irrevocable Transferable Letter of Credit dated December 20, 2006, issued by Lender for the account of the

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Mortgagor (the "*Letter of Credit*"), and to pay to Lender all other indebtedness, obligations and liabilities of the Mortgage to Lender under that certain Reimbursement Agreement dated as of December 1, 2006 (as amended, the "*Reimbursement Agreement*"), between the Mortgagor and Lender or under any other Related Documents (as defined in the Reimbursement Agreement), together with interest thereon prior to maturity at the rates per annum as set forth in the Reimbursement Agreement and at the times herein and therein provided (hereinafter referred to collectively as the "*Reimbursement Obligations*"); and

WHEREAS, the stated expiration date of the Letter of Credit is initially January 31, 2012, and may be extended to December 1, 2041; and

WHEREAS, the Reimbursement Obligations not sooner paid will become due and payable on the Termination Date (as defined in the Reimbursement Agreement); and

WHEREAS, in accordance with the requirements set forth in the Reimbursement Agreement, Mortgagor and Lender have heretofore entered into a Security Agreement dated as of December 20, 2006 (as amended or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which Mortgagor has granted a security interest in and lien on certain of its property in order to secure certain indebtedness of Mortgagor now or from time to time owing to Lender and certain Affiliates (as defined in the Security Agreement); and

WHEREAS, Mortgagor and the other Obligors (as defined in the Security Agreement) may from time to time enter into one or more (i) Secured Hedge Agreements (as defined in the Security Agreement), the obligations of Mortgagor and the other Obligors in respect of such Secured Hedging Agreements being hereinafter referred to as "*Secured Hedging Obligations*"; and (ii) Bank Product Agreements (as defined in the Security Agreement), the obligations of Mortgagor and the other Obligors in respect of such Bank Product Agreement being hereinafter referred to as the "*Bank Product Obligations*"; and

WHEREAS, Lender has heretofore issued, for the account of Mortgagor, that certain Standby Letter of Credit Number S555152, dated June 27, 2003 in favor of the Village of Skokie (as amended, extended or otherwise modified from time to time, the "*Skokie Letter of Credit*"); and Mortgagor has, among other things, agreed to reimburse Lender for any drawings made under the Skokie Letter of Credit; and

WHEREAS, Mortgagor and Lender have concurrently herewith entered into a First Amendment to Security Agreement dated as of the date hereof (the "*Security Agreement Amendment*"), whereby the parties have agreed, among other things, to amend the terms of the Security Agreement to secure the Secured Hedging Obligations; and

WHEREAS, as a condition precedent to entering into the Security Agreement Amendment and continuing to extend financial accommodations to the Mortgagor, Lender requires Mortgagor, and to accommodate that requirement Mortgagor desires, to, among other things, amend the Mortgage to assure that the Real Estate and all other properties, rights, interests and privileges of Mortgagor which are currently subject to the lien of the Mortgage be and constitute collateral for the Reimbursement Obligations, the Secured Hedging Obligations, the Bank

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Product Obligations and reimbursement obligations with respect to the Skokie Letter of Credit; 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;

NOW, THEREFORE, for and in consideration of the execution and delivery by Lender of the Security Agreement Amendment, Lender's continued extension of financial accommodations to Mortgagor, and other good and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage shall be and hereby is supplemented and amended as follows, to wit:

FOR THE PURPOSE OF SECURING: (i) the payment of the Reimbursement Obligations as and when the same become due and payable (whether by lapse of time, acceleration or otherwise), (ii) the payment of all Hedging Obligations due or to become due with respect to the Secured Hedge Agreements, (iii) the payment of the Bank Product Obligations, (iv) the payment and performance of all obligations arising under any application executed by Mortgagor in connection with the Skokie Letter of Credit, including reimbursement obligations of Mortgagor in respect of the Skokie Letter of Credit, (v) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, (vi) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms and (vii) the observance and performance of all covenants and agreements contained herein, in the Reimbursement Agreement and in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clauses (i), (ii), (iii), (iv), (v), (vi) and (vii) above being hereinafter collectively referred to as the "Indebtedness"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign and pledge unto Lender and its successors and assigns, and grant to Lender and its successors and assigns a security interest in, all and singular the properties, rights, interests, titles and privileges of Mortgagor, whether now owned or hereafter acquired in the Premises.

The foregoing grant of a lien is in addition to and supplemental of, and not in substitution for, the grant of the lien created and provided for by the Mortgage, and nothing herein contained shall affect or impair the lien or priority of the Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

In order to include Lender to enter into the Security Agreement Amendment and accept this Supplement, Mortgagor hereby further covenants and agrees with, and represents and warrants to, Lender as follows:

1. It is hereby agreed that all Secured Hedging Obligations, Bank Product Obligations and reimbursement obligations with respect to the Skokie Letter of Credit shall be secured by the Mortgage in the same manner as if such indebtedness had been specifically described therein as indebtedness secured thereby.

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2. Mortgagor hereby represents and warrants to Lender that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct 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" 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 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, including without limitation the Reimbursement Obligations and all other amounts owing under the Reimbursement Agreement. Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Lender 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, 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 Lender, and of the obligations of Mortgagor to Lender, which exist under the Mortgage as supplemented hereby.

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

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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 Lender, or by or on behalf of the holder or holders of the Secured Indebtedness 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.

[SIGNATURE PAGES TO FOLLOW]

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.

HOLOCAUST MEMORIAL FOUNDATION OF ILLINOIS, INC.

By: Howard J. Swibel  
Name: Howard J. Swibel  
Title: Chair, Executive Committee

Accepted and agreed to in Chicago, Illinois, as of the day and year first above written.

BANK OF AMERICA, N.A. (AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION)

By: Thomas L. Hilder  
Name: Thomas L. Hilder  
Title: Senior Vice President

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, NORMA J. REAMS-BELL, a Notary Public in and for said County, in the State aforesaid, do hereby certify that HAROLD J. SWIBEL, the Chair, Executive Committee of the Holocaust Memorial Foundation of Illinois, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chair, Executive Committee appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Holocaust Memorial Foundation of Illinois, Inc., for the uses and purposes therein set forth.

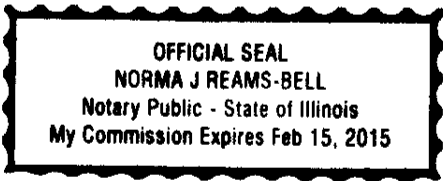
Given under my hand and notarial seal, this 28 day of July, 2011.

Norma J. Reams-Bell  
Notary Public

NORMA J. REAMS-BELL  
(Type or Print Name)

My Commission Expires:

February 15, 2015



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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Rosette Liptak, Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas Hilder, a Sr Vice President of Bank of America, N.A. (as successor by merger to LaSalle Bank National Association), a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

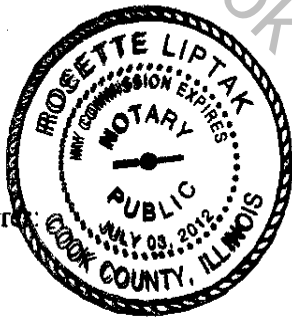
Given under my hand and notarial seal, as of this 29<sup>th</sup> day of July, 2011.

Rosette Liptak  
Notary Public

ROSETTE LIPTAK  
(Type or Print Name)

(Notarial Seal)

Commission Expires:



7/3/12

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## EXHIBIT A

### LEGAL DESCRIPTION OF LEASEHOLD ESTATE

LOT 1 IN HOLOCAUST MEMORIAL SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 2006, AS DOCUMENT NO. 0609445110 IN COOK COUNTY, ILLINOIS.

#### PROPERTY ADDRESS OF REAL ESTATE:

9603 Woods Drive  
Skokie, Illinois 60077

#### PERMANENT TAX IDENTIFICATION NUMBERS:

- ~~10-09-313-001~~
- ~~10-09-313-002~~
- ~~10-09-313-003~~
- ~~10-09-313-004~~
- ~~10-09-313-005~~
- ~~10-09-313-006~~
- ~~10-09-313-007~~
- ~~10-09-313-008~~
- ~~10-09-313-009~~
- ~~10-09-313-010~~
- ~~10-09-313-011~~
- ~~10-09-313-012~~
- ~~10-09-313-013~~
- ~~10-09-313-014~~
- ~~10-09-313-032~~
- ~~10-09-313-034~~

10-09-313-035-0000

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**UNOFFICIAL COPY****EXHIBIT B****LEGAL DESCRIPTION OF FEE ESTATE****PARCEL 1:**

UNIT CR-2, IN OPTIMA OLD ORCHARD WOODS OAK CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: PART OF LOT 2 IN OLD ORCHARD WOODS SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS "EXHIBIT C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED FEBRUARY 10, 2006, AS DOCUMENT NO. 0604139025, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

## PROPERTY ADDRESS OF REAL ESTATE:

9655 Woods Drive, Unit CR2  
Skokie, Illinois 60077

## PERMANENT TAX IDENTIFICATION NUMBER

~~10-09-304-026-0000~~

10-09-304-031-1464

**PARCEL 1A:**

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE COMMUNITY DECLARATION FOR OPTIMA OLD ORCHARD WOODS RECORDED FEBRUARY 10, 2006 AS DOCUMENT 0604139026 FOR THE PURPOSE OF INGRESS AND EGRESS TO PUBLIC STREETS AND ROADS, OVER AND ACROSS THE ROADS, DRIVEWAYS AND WALKWAYS LOCATED ON THE COMMUNITY AREA.

**PARCEL 2:**

LOTS 18, 19 AND 20 IN KRENN AND DATO'S MAIN KOSTNER SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PROPERTY ADDRESS OF REAL ESTATE:

4255 Main Street  
Skokie, Illinois 60077

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**PERMANENT TAX IDENTIFICATION NUMBERS:**

10-22-402-001 Vol. 121  
10-22-402-002 Vol. 121  
10-22-402-003 Vol. 121

**PARCEL 3:**

UNIT CR-1B, IN OPTIMA OLD ORCHARD WOODS OAK CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: PART OF LOT 2 IN OLD ORCHARD WOODS SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS "EXHIBIT C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED FEBRUARY 10, 2006, AS DOCUMENT NO. 0604139025, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

**PROPERTY ADDRESS OF REAL ESTATE:**

9655 Woods Drive, Unit CR-1B  
Skokie, Illinois 60077

**PERMANENT TAX IDENTIFICATION NUMBER:**

10-09-304-031-1491 Vol. 110

**PARCEL 3A:**

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 3 AS SET FORTH IN THE COMMUNITY DECLARATION FOR OPTIMA OLD ORCHARD WOODS RECORDED FEBRUARY 10, 2006 AS DOCUMENT 0604139026 FOR THE PURPOSE OF INGRESS AND EGRESS TO PUBLIC STREETS AND ROADS, OVER AND ACROSS THE ROADS, DRIVEWAYS AND WALKWAYS LOCATED ON THE COMMUNITY AREA.