

# UNOFFICIAL COPY

PREPARED BY, RECORDING REQUESTED  
BY AND WHEN RECORDED RETURN TO:



Vedder Price P.C.  
222 North LaSalle Street  
Chicago, Illinois 60601  
Attn: Lane R. Moyer (CWM)

Doc#: 1122933123 Fee: \$46  
Eugene "Gene" Moore RHSP Fee: \$1  
Cook County Recorder of Deeds  
Date: 08/17/2011 02:02 PM Pg: 1 of 1

(Space Above For Recorder's Use)

## OMNIBUS AMENDMENT NO. 1 TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING and ASSIGNMENT OF RENTS AND LEASES

This OMNIBUS AMENDMENT NO. 1 TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING and ASSIGNMENT OF RENTS AND LEASES (this "First Amendment") is made as of this 1st day of August, 2011, by PALATINE LLC, an Illinois limited liability company ("Mortgagor"), whose address is c/o Highland Management Associates, Inc., One East 22nd Street, Suite 201, Lombard, Illinois 60148 in favor of THE NORTHERN TRUST COMPANY ("Mortgagee"), whose mailing address is One Oakbrook Terrace, Oakbrook Terrace, Illinois 60181.

### RECITALS

A. Mortgagor executed (i) that certain Mortgage, Security Agreement and Fixture Filing dated July 30, 2001 and recorded in the Office of the Cook County Recorder on August 2, 2001 as Document Number 0010700573 (the "Mortgage") and (ii) that certain Assignment of Rents and Leases dated July 30, 2001 and recorded in the Office of the Cook County Recorder on August 2, 2001 as Document Number 0010700574 (the "Assignment"), to secure the obligations and indebtedness in the original principal amount of \$5,500,000 (the "Loan") as evidenced by that certain Installment Note Secured by Mortgage, dated as of July 30, 2001 (as the same has been amended and modified from time to time and as the same may be further amended, modified, supplemented or restated from time to time collectively hereinafter referred to as the "Note"), executed by Mortgagor ("Borrower") in favor of Mortgagee. The terms and provisions of the Note are hereby incorporated by reference in this First Amendment. Capitalized terms used but not defined herein shall have the meaning provided in the Note.

B. Borrower and Mortgagee have entered into that certain Amendment No. 1 to Installment Note Secured by Mortgage, dated as of even date herewith, ("Amendment to Note"), which amends the Note in order to provide, among other things, an extension of the maturity date of the Loan to August 1, 2016.

C. Mortgagor and Mortgagee intend that the Mortgage and Assignment be amended to incorporate the terms and conditions of the Amendment to Loan Agreement.

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NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this First Amendment, the parties, intending to be bound, hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by this reference thereto as if fully set forth herein.

2. Amendment of the Mortgage. The Mortgage is hereby amended as follows:

(a) The definition of "Note" set forth in the first recital of the Mortgage is hereby amended to add the Amendment to Note.

(b) The Third full paragraph on page 1 of the Mortgage is hereby deleted in its entirety and replaced as follows:

"NOW, THEREFORE, Mortgagor, to secure (i) the payment of all principal and interest as and when the same become due and payable under the Note (whether by lapse of time, acceleration or otherwise), (ii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms and the performance of all covenants and agreements (and the accuracy of all representations and warranties) contained in this Mortgage and in any other instrument securing the Note and delivered in connection with the indebtedness represented by the Note (the Note, the Mortgage, and any other instrument, document or agreement securing the Note or executed and delivered in connection with the indebtedness represented by the Note are hereinafter referred to, collectively, as the "Loan Documents"), (iii) the payment and performance of all obligations of Mortgagor under any document, instrument or agreement with Mortgagee now existing or entered into in the future, relating to an interest rate swap transaction, forward rate transaction, interest rate cap, floor or collar transaction, any similar transaction, any option to enter into any of the foregoing, and any combination of the foregoing, which agreement may be oral or in writing, including, without limitation, any master agreement relating to or governing any or all of the foregoing and any related schedule or confirmation, each as amended from time to time, and (iv) the payment of all liabilities and obligations to Mortgagee of Mortgagor and of any guarantor of the indebtedness secured by this Mortgage, and any entity controlled by, controlling, or under common control with any of them, does hereby Mortgage and Warrant unto Mortgagee, its successors and assigns forever the real estate described on Exhibit A attached hereto and all of its estate, right, title and interest therein (the "Real Estate") situated, lying and being in the Village of Palatine, County of Cook and State of Illinois, together with all of Mortgagor's right, title and interest in and to the following described property now owned or hereinafter acquired (which property, together with the Real Estate, is collectively referred to as the "Premises"), to wit:"

3. Amendment of the Assignment of Rents and Leases. The Assignment is hereby amended as follows:

(a) The definition of "Note" set forth in the Second recital of the Assignment is hereby amended to add the Amendment to Note.

(b) The following language is hereby added to the definition of "indebtedness hereby secured" contained in the second full paragraph under the Granting Clause: "The

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payment and performance of all obligations of Assignor under any document, instrument or agreement with Lender, now existing or entered into in the future, relating to an interest rate swap transaction, forward rate transaction, interest rate cap, floor or collar transaction, any similar transaction, any option to enter into any of the foregoing, and any combination of the foregoing, which agreement may be oral or in writing, including, without limitation, any master agreement relating to or governing any or all of the foregoing and any related schedule or confirmation, each as amended from time to time.”

4. Covenants. Mortgagor hereby covenants and affirms that:

(a) The Mortgage and Assignment, as amended hereby, shall remain in full force and effect and Mortgagor hereby ratifies and affirms its obligations thereunder.

(b) As of the date hereof, no third party has an interest in the real estate described in the Mortgage which is on a parity with or superior to the interest of Agent.

**[SIGNATURE PAGE FOLLOWS]**



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*Signature Page to Omnibus Amendment No. 1 to Mortgage and Assignment*

**MORTGAGEE:**

**THE NORTHERN TRUST COMPANY**

By: *[Signature]*

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF LAKE )

The foregoing instrument was acknowledged before me this 22<sup>ND</sup> day of July, 2011, by DANISE VANDYCKE, a VICE PRESIDENT of **THE NORTHERN TRUST COMPANY**, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said limited liability company.

*[Signature]*  
Notary Public, State of ILLINOIS  
My Commission expires: 10/08/11



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## EXHIBIT "A"

### LEGAL DESCRIPTION

LOT 7 (EXCEPT THE WEST 15.25 FEET THEREOF) AND ALL OF LOT 8 IN BLOCK 1 IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER LR1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NUMBER LR1713481, IN COOK COUNTY, ILLINOIS.

Address : 549 Wheeling Road, Wheeling, IL

Permanent Index Numbers : 03-11-300-004-0000  
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