



Doc#: 1136331047 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 12/29/2011 12:07 PM Pg: 1 of 6

**THIS INSTRUMENT PREPARED BY AND  
WHEN RECORDED MAIL TO:**

QUARLES & BRADY LLP  
300 North LaSalle Street  
Suite 4000  
Chicago, IL 60654  
Attention: Thomas A. McCarthy

Permanent Tax Index Number:

18-19-300-034-0000

**AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY  
AGREEMENT AND FIXTURE FILING AND TO ABSOLUTE ASSIGNMENT OF  
RENTS AND OF LANDLORD'S INTEREST IN LEASES**

This **FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND TO ABSOLUTE ASSIGNMENT OF RENTS AND OF LANDLORD'S INTEREST IN LEASES** dated as of December 31, 2011 (this "Amendment"), is executed by **161 TOWER ROAD LLC**, an Illinois limited liability company (the "Borrower"), and **TCF NATIONAL BANK**, a national banking association ("Lender").

**RECITALS:**

A. Borrower has executed that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated January 13, 2009, and recorded in Cook County, Illinois on January 15, 2009 as Document Number 0901533006 (the "Original Mortgage"), which Original Mortgage was executed in connection with the Loan Agreement dated as of ~~December~~ January 13, 2009 by and between Borrower and Lender (the "Original Loan Agreement") and currently encumbers the property described in Exhibit A attached hereto and hereby made a part hereof;

B. Borrower has executed that certain Absolute Assignment of Rents and of Landlord's Interest in Leases, dated January 13, 2009, and recorded in Cook County, Illinois on January 15, 2009 as Document Number 0901533007 (the "Original ALR"), which Original ALR was executed in connection with the Original Loan Agreement;

C. Borrower and Lender have entered into that certain Modification of Loan Agreement and Loan Documents (the "Loan Modification Agreement") of even date herewith (the Loan Modification Agreement and the Original Loan Agreement as amended, and as further amended, modified and ratified from time to time is referred to herein as the "Loan Agreement").

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All terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement, wherein provision is made for certain amendments including the extension of the maturity date;

D. In connection with the Original Loan Agreement, Borrower executed a certain Promissory Note (the "Original Note") in the amount of \$4,400,000 in favor of Lender, which Original Note is being amended and restated as set forth in that certain Amended and Restated Promissory Note from Borrower to Lender payable in the principal amount of \$4,159,000.00, (as further amended, modified and ratified from time to time, the "Note"); and

E. In connection with the execution and delivery of the Loan Modification Agreement, Borrower and Lender desire to amend the Original Mortgage and the Original ALR, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, and other consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are agreed to by Borrower and Lender and are incorporated herein by reference.
2. Definitions.
  - a. The "Loan" as referred to in the Original Mortgage and the Original ALR shall mean the loan in the maximum principal amount of FOUR MILLION ONE HUNDRED FIFTY-NINE THOUSAND and No/100 Dollars (\$4,159,000.00) as evidenced by the Note.
  - b. The "Loan Agreement," as referred to in the Original Mortgage and Original ALR shall mean the Loan Agreement (as defined herein).
  - c. The "Loan Documents" as referred to in the Original Mortgage and Original ALR shall mean the Loan Documents as amended by the Loan Modification Agreement and this Amendment.
  - d. The "Note" referred to in the Original Mortgage and the Original ALR shall mean the Note (as defined herein).
  - e. The "Maturity Date" as referred to in the Original Mortgage and the Original ALR shall mean January 1, 2015.
3. Incorporation of Loan Modification Agreement. The Loan Modification Agreement is incorporated herein by this reference with the same effect and as though set forth herein in its entirety.
4. Mortgage and ALR. Borrower covenants, acknowledges and reaffirms that: (a) the Original Mortgage and the Original ALR, as amended by this Amendment,

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shall secure the obligations and liabilities of Borrower under the Original Loan Agreement, as amended by the Loan Modification Agreement, (b) notwithstanding any provision contained herein to the contrary, the maximum principal indebtedness secured by the Original Mortgage, as amended by this Amendment, shall not exceed Two Hundred Percent (200%) of the amount of the Loan, and (c) the Original Mortgage and the Original ALR, as amended by this Amendment, and all of Borrower's obligations thereunder, are and shall remain in full force and effect.

5. No Novation. This Amendment is not a novation nor is it to be construed as a release or modification of any of the terms, conditions, representations, warranties, covenants, rights or remedies as set forth in the Original Mortgage, as amended by this Amendment, the Loan Modification Agreement, or any of the other Loan Documents.
6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[REMAINDER OF PAGE BLANK; SIGNATURES FOLLOW]

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IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the day and year set forth above.

**BORROWER:**

**161 TOWER ROAD LLC,**  
an Illinois limited liability company

By: [Signature]  
Name: HENRY J. DIEBER  
Its: VICE PRESIDENT

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Henry J. Dieber, the Vice President of 161 Tower Road LLC, an Illinois limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

WITNESS my hand and official seal as of this 20th day of December, 2011.

[Signature]  
Notary Public  
My Commission expires: 4.7.15



[SIGNATURE PAGE FOR BORROWER]

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**LENDER:**

**TCF NATIONAL BANK,**  
a national banking association

By: [Signature]  
Name: Russell P McMin  
Title: Senior Vice President

STATE OF WISCONSIN )  
                                  ) SS.  
COUNTY OF Milwaukee )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Russell P. McMin, the Senior Vice President of TCF National Bank, a national banking association, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Official seal this 18<sup>th</sup> day of December, 2011.

[Signature]  
Notary Public  
(Notary Seal)  
My Commission Expires: 20/18/2015

Notary Public in and for the  
State of Wisconsin

[SIGNATURE PAGE FOR LENDER]

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## EXHIBIT A

### Legal Description (1 page)

The Property is located in the City of Burr Ridge, County of Cook, State of Illinois and is described as follows:

LOT 3 IN SHOE'S ADDITION, BEING A SUBDIVISION OF PART OF SECTIONS 19 AND 30, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 1979 AS DOCUMENT NUMBER 25080404, AND CERTIFICATE OF CORRECTION RECORDED DECEMBER 4, 1979 AS DOCUMENT 25266456.

Address: 161 Tower Drive, Burr Ridge, Illinois

Tax Parcel Number: 18-19-300-034-0000

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