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Doc#: 1136410014 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 12/30/2011 09:27 AM Pg: 1 of 10

Prepared By and After Recording Return To:  
Matthew R. Nash, Esq.  
Riemer & Braunstein LLP  
71 South Wacker Road, Suite 3515  
Chicago, Illinois 60606

CT 8503685-DBK 1041

PROPERTY ADDRESS:  
13101 South Pulaski Road  
Alsip, Illinois 60803

P.I.N.: 24-35-101-48-1001 and,  
24-35-101-48-1002

Space above this line for recorder's use only

## SECOND AMENDMENT TO REVOLVING CREDIT MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

This SECOND AMENDMENT TO REVOLVING CREDIT MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "Amendment") is dated as of the 29<sup>th</sup> day of November, 2011 and is made by and between:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, having an address at 300 Commercial Street, Boston, Massachusetts 02109 (hereinafter, the "Mortgagee"); and

ALSIP ACQUISITION, LLC, a Delaware limited liability company, having an address at 13101 South Pulaski Road, Alsip, Illinois 60803-2026 (hereinafter, the "Mortgagor").

All capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms under the Mortgage (as defined herein).

WHEREAS, the Mortgagor is the owner of certain property located in Cook County, Illinois as more particularly described on Exhibit A attached hereto (hereinafter, the "Subject Property"); and

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WHEREAS, the Mortgagee, the Mortgagor, and certain other parties entered into a certain credit arrangement (the "Loan Arrangement") evidenced by, among other documents, instruments, and agreements, a certain Credit and Security Agreement, dated as of April 16, 2010 (as amended, modified, supplemented or restated and in effect, the "Credit Agreement"); and

WHEREAS, the obligations of the Mortgagor under the Loan Arrangement, including, without limitation, those obligations of the Mortgagor under the Credit Agreement, are secured by, among other things, a certain Revolving Credit Mortgage and Assignment of Rents and Leases and Fixture Filing dated as of April 16, 2010 and recorded by the Cook County, Illinois Recorder of Deeds on April 19, 2010 at Document Number 1010944006, as amended by that certain Amendment to Revolving Credit Mortgage and Assignment of Rents and Leases and Fixture Filing dated as of June 29, 2011 and recorded by the Cook County, Illinois Recorder of Deeds on July 14, 2011 at Document Number 119531059 (hereinafter, as amended and in effect, the "Mortgage"); and

WHEREAS, the Mortgagor and the Mortgagee have agreed to amend the Credit Agreement and, as such, have agreed to amend the Mortgage concurrently herewith to confirm that the Mortgage shall continue to secure the Secured Obligations (as defined in the Mortgage); and

WHEREAS, the Mortgagor and the Mortgagee now wish to amend, modify and supplement the Mortgage all as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee hereby covenant and agree as follows:

1. The Mortgage is hereby amended as follows:

a. Section 2.1(a) of the Mortgage is hereby deleted in its entirety, and the following substituted in its stead:

"(a) payment to Mortgagee of all sums at any time owing and performance of all other obligations arising under or in connection with that certain revolving note dated as of April 16, 2010, in the maximum principal amount of Twelve Million Dollars (\$12,000,000.00), as the same has been amended and restated pursuant to, among other things, that certain amended and restated revolving note dated as of June 29, 2011, in the maximum principal amount of Fifteen Million Dollars (\$15,000,000.00), as the same has been further amended and restated pursuant to, among other things, that certain third amended and restated revolving note dated as of November 29, 2011, in the maximum principal amount of Seventeen Million Dollars (\$17,000,000.00) (as the same may thereafter be amended and in effect, the "Note"), with interest as provided therein, executed by Mortgagor and payable to Mortgagee or its order, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Note (including, without limitation, the Credit Agreement, as defined below), whether or not specifically referenced therein; and"

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- b. Section 6 of Exhibit B which is attached to the Mortgage is hereby amended by deleting the phrase "Fifteen Million and No/100 Dollars (\$15,000,000.00)" where it appears therein and substituting "Seventeen Million and No/100 Dollars (\$17,000,000.00)" in its stead.
2. Except as specifically amended hereby, the Mortgage remains in full force and effect, and the Mortgagor hereby reaffirms all warranties and covenants made by the Mortgagor contained therein as of the date hereof. The Mortgage, as modified hereby, and as provided in said Mortgage is upon the condition that all covenants and agreements of the Mortgagor contained therein and herein shall be kept and fully performed for any breach of which condition the holder hereof shall have all the rights and remedies set forth in the Mortgage.
3. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.
4. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, but giving effect to federal laws applicable to national banks.

[Signature Pages Follow]

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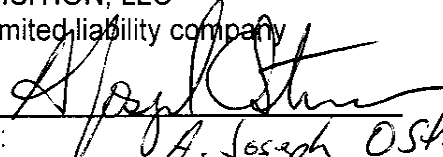
IN WITNESS WHEREOF, the Mortgagor has caused this Amendment to be duly executed and effective as of the first day written above.

MORTGAGOR:

ALSIP ACQUISITION, LLC  
A Delaware limited liability company

By:

Name:  
Title:

  
A. Joseph Ostmann  
VP of Finance

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Commonwealth of Massachusetts

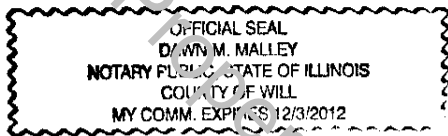
\_\_\_\_\_, ss.

On this date, November 29<sup>th</sup>, 2011, before me, the undersigned notary public, personally appeared A. Joseph Atkinson, as VP of Finance of Alsip Acquisition, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which were drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public  
My commission expires:

*Dawn M. Malley*

*12/3/2012*



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IN WITNESS WHEREOF, the Mortgagee has caused this Amendment to be duly executed and effective as of the first day written above.

MORTGAGEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By:   
Name: Evan Israelson  
Title: Authorized Signatory

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this date, November 29, 2011, before me, the undersigned notary public, personally appeared Evan Israelson, as Authorized Signatory of Wells Fargo Bank, National Association, a national banking association, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

*Morathy M. Lepore*  
Notary Public

My commission expires: *June 26, 2014*

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**EXHIBIT A**  
**LEGAL DESCRIPTION**  
(Description of Property)

Street Address of Subject Property: 13101 South Pulaski Road, Alsip, Illinois 60803-2026  
Permanent Real Estate Index Number: 24-35-101-48-1001 and 24-35-101-48-1002

Legal Description Attached

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## CHICAGO TITLE

Exhibit A

STREET ADDRESS: 13101 S PULASKI  
 CITY: ALSIP COUNTY: COOK  
 TAX NUMBER: 24-35-101-048-1001 + 1002

## LEGAL DESCRIPTION:

PARCEL 1: THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPTING THE SOUTH 1870 FEET THEREOF AND ALSO EXCEPTING THE WEST 50 FEET THEREOF) AND EXCEPTING THAT PART TAKEN BY THE COUNTY OF COOK IN DEED RECORDED AS DOCUMENT 24457221 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 2 (EXCEPT THE NORTH 20 FEET THEREOF AND EXCEPT THAT PORTION LYING SOUTH OF A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN) AND LOTS 3 AND 4 (EXCEPT THE NORTH 44 FEET THEREOF AND EXCEPT THAT PORTION LYING SOUTH OF A LINE 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND EXCEPT THE NORTH 10 FEET OF THE SOUTH 17 FEET OF THE WEST 157.27 FEET OF SAID LOT 3) ALL IN BLUE ISLAND GARDENS, A SUBDIVISION OF THE SOUTH 1/2 OF THE FOLLOWING DESCRIBED LAND: THE NORTHWEST 1/4 (EXCEPT THE EAST 20 ACRES AND EXCEPT THE WEST 1/11TH OF THAT PART OF SAID NORTHWEST 1/4 LYING WEST OF THE SAID 20 ACRES) OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 1921 AS DOCUMENT 7070833, IN COOK COUNTY, ILLINOIS..

PARCEL 3A: LOT 1 (EXCEPT THE SOUTH 560.00 FEET OF THE WEST 160.00 FEET) AND (EXCEPT THE NORTH 20.00 FEET THEREOF) (AND EXCEPT THE SOUTH 17 FEET LYING EAST OF THE WEST 160 FEET THEREOF AS CONDEMNED IN CASE 78L 4097) IN BLUE ISLAND GARDENS, A SUBDIVISION OF THE SOUTH 1/2 OF THE FOLLOWING DESCRIBED LAND: THE NORTHWEST 1/4 (EXCEPT THE EAST 20 ACRES THEREOF AND EXCEPT THE WEST 1/11TH OF THAT PART OF SAID NORTHWEST 1/4 LYING WEST OF SAID EAST 20 ACRES) OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO THE SOUTH 1/2 OF THE WEST 1/11TH OF THAT PART OF THE NORTHWEST 1/4 LYING WEST OF THE EAST 20 ACRES THEREOF, OF SECTION 35 EXCEPT THE NORTH 20.00 FEET THEREOF AND EXCEPT THE SOUTH 593.00 FEET THEREOF AND EXCEPT THE WEST 50.00 FEET THEREOF ALL IN TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 1921 AS DOCUMENT 7070833, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 3B: THE SOUTH 593.00 FEET OF THE WEST 1/11TH OF THAT PART OF THE NORTHWEST 1/4 LYING WEST OF THE EAST 20 ACRES THEREOF, OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 1921 AS DOCUMENT 7070833, IN COOK COUNTY, ILLINOIS

(CONTINUED)

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## CHICAGO TITLE INSURANCE COMPANY

**ORDER NUMBER:** 1401 008503685 F1  
**STREET ADDRESS:** 13101 S PULASKI  
**CITY:** ALSIP **COUNTY:** COOK  
**TAX NUMBER:** 24-35-101-048-1001

**LEGAL DESCRIPTION:**

EXCEPT THE SOUTH 33.00 FEET THEREOF, AND EXCEPT THE WEST 50.00 FEET THEREOF AND EXCEPT THAT PORTION OF THE LAND CONDEMNED IN CASE 78L 4097 ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE SOUTH 560 FEET OF THE WEST 160 FEET (EXCEPT THE SOUTH 17 FEET THEREOF) OF LOT 1 IN BLUE ISLAND GARDENS SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 1921 AS DOCUMENT 7070833, IN COOK COUNTY, ILLINOIS.

PARCEL 5: EASEMENT FOR THE BENEFIT OF THE AFORESAID PARCELS, FOR THE SOLE AND EXCLUSIVE PURPOSE TO WITHDRAW WATER FROM THE CALUMET-SAG CHANNEL AND FOR THE RECONSTRUCTING, OPERATING, MAINTAINING, REPAIRING AND REMOVING OF A PUMPING STATION, ALONG THE NORTHERLY BANK OF THE CALUMET-SAG CHANNEL AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 6, 2001 AND RECORDED AUGUST 27, 2009 AS DOCUMENT NUMBER 0923922088.

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