

# UNOFFICIAL COPY



8862010 / 201216430  
jeb/lee

Doc#: 1211412020 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/23/2012 09:16 AM Pg: 1 of 11

This Instrument Was Prepared By  
And After Recording Please Return To:

Daniel Kohn, Esq.  
Duane Morris LLP  
190 South La Salle Street  
Suite 3700  
Chicago, Illinois 60603

**JOINDER NO. 1 TO**  
**CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,**  
**SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT**

This Joinder No. 1 to Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (this "Joinder"), dated as of March 21, 2012, is executed and delivered by JEAN L. JODOIN AS TRUSTEE OF THE JEAN L. JODOIN TRUST DATED FEBRUARY 10, 2000 ("Jodoin Trust"), CHRISTOPHER S. BARRY AS TRUSTEE UNDER THE CHRISTOPHER S. BARRY TRUST DATED DECEMBER 6, 1999 ("Barry Trust"; Jodoin Trust and Barry Trust are sometimes hereinafter collectively referred to as "Original Beneficiaries"), and LIFE STORAGE CENTERS OF RIVER NORTH, LLC, an Illinois limited liability company ("New Beneficiary") in favor of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association ("Lender"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Original Mortgage as defined below.

**RECITALS**

A. Chicago Title Land Trust Company, an Illinois corporation, as trustee under Trust Agreement dated June 1, 2011, and known as Trust No. 8002356812 ("Trustee") and Original Beneficiaries are parties to that certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated July 25, 2011, and recorded on September 26, 2011, with the Cook County Recorder of Deeds as Document No. 1126910042 (the "Original Mortgage"), encumbering the real property described on Exhibit A attached hereto (the "Property").

B. The Original Mortgage secures a loan evidenced by that certain Mortgage Note dated as of July 25, 2011, from Trustee, Original Beneficiaries, New Beneficiary and other borrowers in favor of Lender, in the original maximum principal amount of Ten Million Nine Hundred Fifty Thousand and No/100 Dollars (\$10,950,000.00), as modified by that certain First

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Amendment to Mortgage Note dated January 26, 2012, whereby, among other things the maximum amount of such Mortgage Note was increased to Eleven Million Seven Hundred Thousand and No/100 Dollars (\$11,700,000.00).

C. Original Beneficiaries plan to transfer all of their beneficial interests in Trustee to New Beneficiary, and Original Beneficiaries and New Beneficiary have requested that Lender consent to such transfer of beneficial interest (the “**Transfer**”).

D. Lender has agreed to consent to the Transfer provided, among other things, from and after the date hereof (the “**Effective Date**”), New Beneficiary and the Original Beneficiaries supplement the terms and provisions of the Original Mortgage as provided herein (the Original Mortgage, as supplemented by this Joinder, and as has been or may be hereafter further supplemented, amended, modified or restated from time to time, shall be referred to collectively as the “**Mortgage**”).

**NOW, THEREFORE**, in consideration of the premises herein contained, and for other good and valuable consideration (the receipt, sufficiency and adequacy of which are hereby acknowledged), the parties hereto (intending to be legally bound) hereby agree as follows:

1. **Incorporation.** The foregoing preamble and recitals are incorporated herein by this reference.

2. **Joinder and Assumption.** From and after the Effective Date, New Beneficiary hereby absolutely and unconditionally (i) joins as and becomes a party to the Mortgage as a Mortgagor thereunder, (ii) assumes, as a joint and several obligor thereunder, all of the obligations, liabilities and indemnities of a Mortgagor under the Mortgage, and (iii) covenants and agrees to be bound by and adhere to all of the terms, covenants, waivers, releases, agreements and conditions of or respecting a Mortgagor with respect to the Mortgage and all of the representations and warranties contained in the Mortgage. From and after the Effective Date, any reference to the term “Mortgagor” in the Mortgage shall also include New Beneficiary. Except as expressly provided herein, the Mortgage remains in full force and effect and is hereby ratified and confirmed in all respects.

3. **Representations and Warranties.** New Beneficiary hereby represents and warrants to Lender, which representations and warranties shall survive the execution and delivery hereof, that: (a) this Joinder is the legally valid and binding obligation of New Beneficiary, enforceable against New Beneficiary in accordance with its terms, and (b) each of the representations and warranties contained in the Original Mortgage are true and correct in all respects.

4. **Successors and Assigns.** This Joinder shall be binding upon New Beneficiary, Original Beneficiaries and Lender and their respective successors and permitted assigns, and shall inure to the benefit of New Beneficiary, Original Beneficiaries and Lender and the successors and assigns of Lender. No other person or entity shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Joinder.

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5. **Severability; Construction.** Wherever possible, each provision of this Joinder shall be interpreted in such manner so as to be effective and valid under applicable law, but if any provision of this Joinder shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Joinder. All obligations of New Beneficiary and rights of Lender expressed herein shall be in addition to and not in limitation of those provided by applicable law.

6. **Counterparts; Facsimile.** This Joinder may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Joinder. Receipt of an executed signature page to this Joinder by facsimile or other electronic transmission shall constitute for all purposes effective delivery thereof. Electronic records of this executed Joinder maintained by Lender shall be deemed to be originals. The Recitals hereto are hereby made a part of this Agreement by this reference thereto.

7. **FORUM SELECTION AND CONSENT TO JURISDICTION.** ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS JOINDER, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE FEDERAL AND STATE COURTS IN COOK COUNTY, STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT NOTHING IN THIS JOINDER SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. NEW BENEFICIARY HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS IN COOK COUNTY, STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. NEW BENEFICIARY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. NEW BENEFICIARY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9. **GOVERNING LAW.** THIS JOINDER SHALL BE A CONTRACT MADE UNDER AND BE CONSTRUED, ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

10. **WAIVER OF JURY TRIAL.** EACH OF NEW BENEFICIARY, ORIGINAL BENEFICIARIES AND LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS

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UNDER THIS JOINDER OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.


**[Signature Pages Follow]**

Property of Cook County Clerk's Office

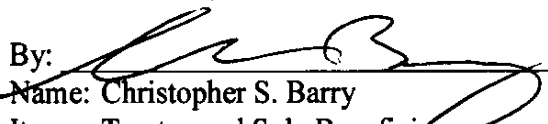
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**IN WITNESS WHEREOF**, the undersigned have caused this Joinder No. 1 to Mortgage to be duly executed and delivered as of the date first above written.

**JEAN L. JODOIN TRUST DATED  
FEBRUARY 10, 2000**

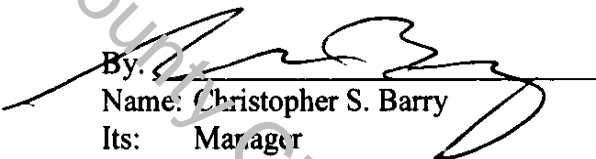
By:   
Name: Jean L. Jodoin  
Its: Trustee and Sole Beneficiary

**CHRISTOPHER S. BARRY TRUST DATED  
DECEMBER 6, 1999**

By:   
Name: Christopher S. Barry  
Its: Trustee and Sole Beneficiary

**LIFE STORAGE CENTERS OF RIVER  
NORTH, LLC**

By: Life Storage Centers, LLC, its Manager

By:   
Name: Christopher S. Barry  
Its: Manager

**ASSOCIATED BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**IN WITNESS WHEREOF**, the undersigned have caused this Joinder No. 1 to Mortgage to be duly executed and delivered as of the date first above written.

**JEAN L. JODOIN TRUST DATED  
FEBRUARY 10, 2000**

By: \_\_\_\_\_  
Name: Jean L. Jodoin  
Its: Trustee and Sole Beneficiary

**CHRISTOPHER S. BARRY TRUST DATED  
DECEMBER 6, 1999**

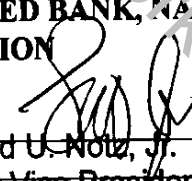
By: \_\_\_\_\_  
Name: Christopher S. Barry  
Its: Trustee and Sole Beneficiary

**LIFE STORAGE CENTERS OF RIVER  
NORTH, LLC**

By: Life Storage Centers, LLC, its Manager

By: \_\_\_\_\_  
Name: Christopher S. Barry  
Its: Manager

**ASSOCIATED BANK, NATIONAL  
ASSOCIATION**

By:  \_\_\_\_\_  
Name: Edward U. Notz, Jr.  
Title: Senior Vice President  
Associated Bank, N.A.

Property of Cook County Clerk's Office

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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, KIM MEYERS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EDWARD U. NOTZ, personally known to me to be the SR. VICE PRESIDENT of **Associated Bank, National Association**, a national banking association, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that   he signed and delivered the said instrument as his/her free and voluntary act as SR. V.P. on of such national banking association as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of MARCH, 2012.



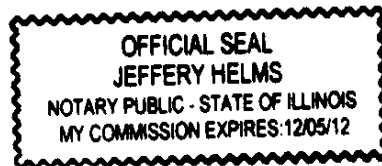
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, Jeffery Helms, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jean L. Jodoin, personally known to me to be the Trustee of The Jean L. Jodoin Trust dated February 10, 2000, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid in his capacity as Trustee of the Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of March, 2012.

Jeffery Helms  
Notary Public



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, Jeffery Helms, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher S. Barry, personally known to me to be the Trustee of Christopher S. Barry Trust dated December 6, 1999, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid in his capacity as Trustee of the Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of March, 2012.

Jeffery Helms  
Notary Public





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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF Cook        )

I, Jeffery Helms, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher S. Barry, personally known to me to be a Manager of Life Storage Centers, LLC, an Illinois limited liability company, the Manager of Life Storage Centers of River North, LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid in his capacity as Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of March, 2012.

Jeffery Helms  
Notary Public



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## EXHIBIT A

### Legal Description

#### Original Property

THE WEST 1.14 FEET OF LOT 7 AND LOTS 8 THROUGH 13 INCLUSIVE IN BLOCK 8 IN BUTLER WRIGHT AND WEBSTERS ADDITION TO CHICAGO IN THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 17-09-236-001 and 17-09-236-028

COMMON ADDRESS: 325-333 W. Ohio Street, Chicago, Illinois

#### Property added by Supplement:

##### Parcel 1:

Parking Spaces P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-13, P-14, P-15, P-16, P-17, P-18, P-19, P-20, P-21, P-29, P-30, P-31, P-32, P-33, P-35, P-36, P-37, P-38, P-39, P-40, P-41, P-42, P-43, P-44, P-45, P-46, P-47, P-48, P-49, P-57, P-58, P-59, P-60, P-61 and P-62 in the Silver Tower Chicago Condominiums, as delineated and defined on the plat of survey of part of the following described parcel of real estate:

Lots 1 to 6 inclusive, and Lot 7 (except the West 1.14 feet of said Lot 7) in Block 8 Butler, Wright and Webster's Addition to Chicago in the Southwest Quarter of the Northeast Quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attached as Exhibit B to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Silver Tower Chicago Condominiums recorded July 1, 2009 as document number 0918231049, as amended from time to time, together with their undivided percentage interest in the common elements.

##### Parcel 2:

Non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by the Declaration of Covenants, Conditions, Restrictions and Easements recorded July 1, 2009 as document number 0918231048, as more particularly described and defined therein.

PIN Nos.:	17-09-236-030-1232 (P-3)	17-09-236-030-1264 (P-35)
	17-09-236-030-1233 (P-4)	17-09-236-030-1265 (P-36)
	17-09-236-030-1234 (P-5)	17-09-236-030-1266 (P-37)
	17-09-236-030-1235 (P-6)	17-09-236-030-1267 (P-38)
	17-09-236-030-1236 (P-7)	17-09-236-030-1268 (P-39)
	17-09-236-030-1237 (P-8)	17-09-236-030-1269 (P-40)
	17-09-236-030-1238 (P-9)	17-09-236-030-1270 (P-41)
	17-09-236-030-1242 (P-13)	17-09-236-030-1271 (P-42)
	17-09-236-030-1243 (P-14)	17-09-236-030-1272 (P-43)
	17-09-236-030-1244 (P-15)	17-09-236-030-1273 (P-44)

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17-09-236-030-1245 (P-16)	17-09-236-030-1274 (P-45)
17-09-236-030-1246 (P-17)	17-09-236-030-1275 (P-46)
17-09-236-030-1247 (P-18)	17-09-236-030-1276 (P-47)
17-09-236-030-1248 (P-19)	17-09-236-030-1277 (P-48)
17-09-236-030-1249 (P-20)	17-09-236-030-1278 (P-49)
17-09-236-030-1250 (P-21)	17-09-236-030-1286 (P-57)
17-09-236-030-1258 (P-29)	17-09-236-030-1287 (P-58)
17-09-236-030-1259 (P-30)	17-09-236-030-1288 (P-59)
17-09-236-030-1260 (P-31)	17-09-236-030-1289 (P-60)
17-09-236-030-1261 (P-32)	17-09-236-030-1290 (P-61); and
17-09-236-030-1262 (P-33)	17-09-236-030-1291 (P-62)

Common Address: Parking Spaces P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-13, P-14, P-15, P-16, P-17, P-18, P-19, P-20, P-21, P-29, P-30, P-31, P-32, P-33, P-35, P-36, P-37, P-38, P-39, P-40, P-41, P-42, P-43, P-44, P-45, P-46, P-47, P-48, P-49, P-57, P-58, P-59, P-60, P-61 and P-62 at 303 W. Ohio Street, Chicago, IL 60654