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Doc#: 1212444000 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/03/2012 09:45 AM Pg: 1 of 6

(The Above Space For Recorder's Use Only)

FIRST AMENDMENT TO MORTGAGE

THIS AMENDMENT is made as of April 20, 2012, between H.W. Sherman Corporation, an Illinois corporation ("Mortgagor"), and TD Bank, N.A., f/k/a TD Banknorth, N.A., a national banking association ("Mortgagee"), located at 90 Main Street, Montpelier, Vermont 05602.

RECITALS

A. Mortgagor executed and delivered to Mortgagee a Mortgage dated February 14, 2007 (the "Original Mortgage"), which was recorded in the Office of the Recorder of Cook County, Illinois on March 7, 2007 as Document No. 0706639147.

B. The Original Mortgage encumbers the real estate described on the attached Exhibit A (the "Premises").

C. The Original Mortgage secures, among other obligations, a commercial real estate loan in the original principal amount of \$2,324,240.00 (the "Loan"), as evidenced by a Commercial Real Estate Promissory Note dated February 14, 2007. The Loan matured on February 14, 2012.

D. Mortgagor and Mortgagee have agreed to renew the Loan, under the terms of the existing Commercial Real Estate Loan Agreement dated February 14, 2007 and amended of even date herewith (the "Loan Agreement"), in the reduced principal amount of \$1,924,258.00 as evidenced by an amendment of even date herewith to the Commercial Real Estate Promissory

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Note dated February 14, 2007 (the "Note"), and desire to reflect changes in the terms of the Loan for which the Note provides evidence as they may affect the terms of the Original Mortgage. Capitalized terms not otherwise defined in this Amendment have the meanings ascribed to them in the Original Mortgage. The Original Mortgage, as modified by this Amendment, is referred to as the "Mortgage."

AGREEMENTS

In consideration of the foregoing recitals and for other value received, Mortgagor and Mortgagee agree as follows:

1. The section labeled "DEFINITIONS. (n)" shall be modified to read as follows:

"(n) "Obligations" means (i) all amounts due under the Credit Agreement; (ii) all loans, advances, debts, liabilities and obligations for the performance of covenants, tasks or duties or for the payment of monetary amounts (whether or not such performance is then required or contingent or such amounts are liquidated or determinable) owing by Mortgagor to Mortgagee, including without limitation an ISDA Master Agreement dated August 7, 2006 as subsequently amended, and attached schedule thereto and any affiliated documents entered into by and between Mortgagor and Mortgagee dated April 20, 2012 (collectively the "Swap Agreement") and all agreements between the Mortgagor and the Mortgagee which give rise to "Hedging Obligations", defined as all liabilities of Mortgagor to the Mortgagee under all interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, or any other agreements or arrangements entered into between the Mortgagor and the Mortgagee and designed to protect the Mortgagor against fluctuations in interest rates or currency exchange rates, and (iii) all covenants and duties regarding such amounts of any kind or nature, present or future, whether or not evidenced by any note, agreement or other instrument arising under the Credit Agreement or any of the other Loan Documents. "Obligations" includes all principal, interest (including all interest which accrues after the commencement of any case or proceeding in bankruptcy after the insolvency or for the reorganization of Mortgagor, whether or not allowed in such proceeding), fees, charges, expenses, reasonable attorneys' fees and any other sum chargeable to Mortgagor under the Credit Agreement or any of the other Loan Documents. The final maturity date of the Obligations is February 14, 2019."


2. The final paragraph of Section 3, Liabilities, shall be modified to read as follows:

"THE TOTAL PRINCIPAL AMOUNT OF THE LIABILITIES SECURED HEREBY MAY INCREASE OR DECREASE FROM TIME TO TIME, BUT THE TOTAL

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UNPAID PRINCIPAL BALANCE OF THE LIABILITIES WHICH MAY BE SECURED HEREBY SHALL NOT EXCEED \$1,924,258.00 PLUS INTEREST THEREON, ANY DISBURSEMENTS MADE FOR THE PAYMENT OF TAXES, SPECIAL ASSESSMENTS OR INSURANCE ON THE REAL ESTATE, INTEREST ON SUCH DISBURSEMENTS AND OTHER CHARGES PURSUANT TO THIS MORTGAGE AND/OR OTHER LOAN DOCUMENTS, OUTSTANDING AT ANY ONE TIME.”

~~3. Exhibit B of the Original Mortgage shall be deleted and replaced with Exhibit B attached hereto.~~

3.  RATIFICATION. All other terms and conditions of the Mortgage and its priority shall remain in full force and effect with respect to the Property.

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Exhibit A

Legal Description

The real property owned by H.W. Sherman Corporation, an Illinois Corporation, and located at 232 East Ohio Street, Chicago, Illinois, including without limitation all improvements now and hereafter located thereon, and being lots 27, 28, 29 and 30 and the east 11-1/2 feet of lot 31 in subblock 1 in the subdivision of block 32 in Kinzie's Addition to Chicago in section 10, township 39 north, range 14, east of the third principal meridian, in Cook County, Illinois.

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