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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

MELTZER PURTILL & STELLE LLC
1515 E. Woodfield Road, 2nd Floor
Schaumburg, Illinois 60173-5431
Attn: Michael J. Wolfe, Esq.

Permanent Real Estate Tax No.:
See Exhibits A

Property Address:
See Exhibits A



Doc#: 1217244068 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/20/2012 12:57 PM Pg: 1 of 6

This space reserved

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this "Amendment") is made as of the 1st day of June, 2012, by and between SPY GLASS ILLINOIS, LLC, an Illinois limited liability company ("Mortgagor"), and OLD SECOND NATIONAL BANK, its successors and assigns ("Lender").

RECITALS

A. Lender has made a certain Mortgage Loan to Spy Glass Properties, LLC ("Spy Glass") in the original principal amount of Four Million Nine Hundred Seventy-Eight Thousand One Hundred Sixty and 63/100 Dollars (\$4,978,160.63) (the "Loan" also known as Loan No. 60101002040), as evidenced by that certain Promissory Note dated as of September 28, 2007 in the amount of the Loan, made payable by Mortgagor to the order of Lender (as amended or restated from time to time, the "Note"), which Loan and Note were assigned by Spy Glass and assumed by Mortgagor pursuant to the terms of that certain Loan Assumption and Mortgage Modification Agreement dated August 1, 2011 and recorded with the Recorder's Office on September 13, 2011 as Document No. 1125619114 (the "Assumption Agreement").

B. The Loan is secured by, among other documents, Real Estate Mortgage dated as of September 28, 2007 and recorded in the Cook County, Illinois Recorder's Office (the "Recorder's Office") on October 9, 2007 as Document No. 0728203047, made by Spy Glass to the Lender (as amended, assigned and assumed by the Assumption Agreement, the "Mortgage") which encumbers the real property and all improvements thereon described on Exhibit A attached hereto (the "Property"), by an Assignment of Rents, dated as of September 28, 2007 and recorded in the Recorder's Office on October 9, 2007 as Document No. 0728203048,, made by Spy Glass to the Lender (as amended, assigned and assumed by the Assumption Agreement, the "Assignment") which further encumbers the Property.

C. Mortgagor, Spy Glass Wisconsin, LLC ("Spy Glass Wisconsin") and Sweetener Supply Corporation ("Sweetener"), each an affiliate of Mortgagor, have requested additional financial accommodations and the amendment of existing financial accommodations (collectively, the "Other Loans") from Lender pursuant to the terms of that certain Amended and

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Restated Loan and Security Agreement dated as of even date herewith among Mortgagor, Spy Glass Wisconsin, Sweetener and Lender and the Lender is willing to extend and amend such financial accommodations to the Borrower under the terms and conditions set forth therein. Pursuant to the terms of the Loan Agreement, the Loan shall be cross-collateralized with the loans to Spy Glass Wisconsin and cross-defaulted with the Other Loans pursuant to the terms of that certain Cross-Collateralization Cross-Default Agreement dated as of even date herewith executed by and among Mortgagor, Spy Glass Wisconsin, Sweetener and Lender.

D. Mortgagor and Lender desire to further amend the Mortgage and Assignment to, among other things, reflect the increase in the amount secured by the Mortgage pursuant to the Cross-Collateralization Agreement and to provide that the Mortgage and Assignment shall secure the Loan, as amended and as evidenced by the Note.

Accordingly, Mortgagor and Lender hereby amend the Mortgage and Assignment, as follows:

1. Paragraph 26 of the Mortgage is hereby amended to read in its entirety as follows:

“The total principal amount secured by this Security Instrument at any one time shall not exceed \$5,000,000.00. This limitation of amount does not include interest, attorney’s fees and other fees, charges and expenses validly made pursuant to this Security Instrument and the Loan Documents. Also, this limitation does not apply to any advances made under the terms of this Security Instrument to protect Lender’s security and to perform any of the covenant contained in this Security Instrument. Notwithstanding anything herein to the contrary this Security Instrument is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Note and the other Loan Documents, but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within five (5) years from the date hereof to the same extent as if such future advances were made on the date of the execution of this Security Instrument, although there may be no advance made at the time of execution of this Security Instrument and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Security Instrument shall be valid as to all indebtedness including future advances, from the time of its filing for record in the recorder’s or registrar’s office of the county in which the real estate is located. This Security Instrument secures, among other indebtedness, a “revolving credit” arrangement within the meaning of Illinois state law. The total amount of indebtedness may increase or decrease from time to time, as provided in the Note, and any disbursements which the Lender may make under this Security Instrument, the Note or any other document with respect hereto (e.g., for payment of taxes, insurance premiums or other advances to protect the Lender’s liens and security interests, as permitted hereby) shall be additional indebtedness secured hereby. This Security Instrument is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.”

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2. Paragraph 3(A) of the Mortgage is hereby amended to read in its entirety as follows:

“Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions.

Wisconsin Line of Credit Note made payable by Spy Glass Wisconsin, LLC to Lender dated of even date herewith in an amount not to exceed \$750,500.00 outstanding at any one time.

Promissory Note #60101011090 made payable by Spy Glass Wisconsin, LLC to Lender dated December 5, 2011 in the principal amount of \$450,000.00.

Promissory Note #60101002040 made payable by Spy Glass Illinois, LLC to Lender dated September 28, 2007 in the principal amount of \$4,978,160.63.

3. Any references in the Mortgage and Assignment to the Loan shall be deemed to mean and refer to the Loan as amended hereby. Borrower agrees that Lender shall have the right to record this Amendment in the Recorder's Office to reflect the subject matter hereof.

4. As modified hereby, the Mortgage and Assignment shall each continue in full force and effect.

5. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(signature page to follow)

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This Amendment has been entered into as of the date first above written.

MORTGAGOR:

SPY GLASS ILLINOIS, LLC, an Illinois limited liability company

By: SPY Glass Properties, LLC, Its Manager

By: _____

Name: *Robb Bardella*

Title: *Manager*

LENDER:

OLD SECOND NATIONAL BANK

By: *Andrew Malkin*

Its: *Assistant Vice President*

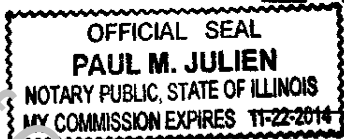
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jessy P. Gurdela, the Manager of SPY GLASS ILLINOIS, LLC, an Illinois limited liability company ("Mortgagor"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Mortgagor, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of May, 2012.



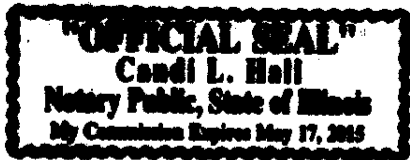
[Signature]
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David Mott, the VP of OLD SECOND NATIONAL BANK, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of May, 2012.



[Signature]
Notary Public

UNOFFICIAL COPY**EXHIBIT A**
(Legal Description)

THAT PORTION OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 275.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED:

THENCE SOUTHERLY AT RIGHT ANGLES TO SAID NORTH LINE OF SECTION 3, A DISTANCE OF 246.54 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 320.00 FEET SOUTHERLY OF SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG SAID WEST LINE OF SECTION 3 TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 105.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, BURLINGTON NORTHERN RAILROAD CO'S (FORMERLY CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY'S) MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 600.00 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 160.0 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT OF 5.0 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHERLY EXTENSION OF THE CENTERLINE OF MORTON AVENUE, ACCORDING TO THE RECORDED PLAT OF THE TOWN OF BROOKFIELD, ILLINOIS; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH SAID NORTH LINE OF SECTION 3; THENCE WESTERLY ALONG SAID NORTH LINE OF THE TRUE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 9501 West Southview Avenue, Brookfield (Cook County), Illinois 60513
Permanent Index No.: 18-03-100-011