



Doc#: 1223718054 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/24/2012 10:10 AM Pg: 1 of 6

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1 of 1

AMENDMENT AND CONFIRMATION OF COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

This Agreement is made this 21st day of August, 2012 by and between Amir Ali Khoja, an individual with an address of 790 W. Frontage Road, Suite 412, Northfield, IL 60093 and Yasmeen Khoja, an individual with an address of 790 W. Frontage Road, Suite 412, Northfield, IL 60093 (collectively and jointly and severally the "Mortgagor"), and RBS Citizens, National Association, having its principal place of business at 28 State Street, Boston, MA 02109 (hereinafter referred to as the "Bank").

WHEREAS, the Bank is the holder of a certain Commercial Mortgage, Security Agreement and Assignment of Leases and Rents from the Mortgagor dated November 30 2007, recorded in the Office of the Recorder for Lake County as Document No. 6778562, as amended by Amendment to and Modification of Commercial Mortgage, Security Agreement and Assignment of Leases and Rents, dated November 24, 2009 (the "Mortgage"), conveying the premises known and numbered as 1163-1179 West Park Avenue, Libertyville, IL (the "Mortgaged Premise");

WHEREAS, the Mortgagor and the Bank desire to confirm that the Mortgage secures, in addition to the other obligations referred to therein as being secured thereby, the payment, performance and observance of all liabilities, obligations, covenants and agreements on the part of Mortgagor (and each of them) to be paid, performed or observed pursuant their respective Guaranties (the "Guaranties") of the following obligations of the Borrowers (defined below) (and each of them) to the Bank, and any extensions, renewals and modifications thereof and any substitutions therefor (collectively the "Borrower Obligations"):

a. Term Note dated August 16, 2007 in the original principal amount of \$1,420,000.00 made by Lewis Donuts Inc., North Chicago Foods Inc., Broadway St. Donuts, Inc., Anna Donuts Inc., Highland Park Donuts Inc., Broadway Foster Donuts, Inc., Wilson St. Donuts Inc., Libertyville Donuts Inc., Buffalo Grove Donuts Inc. and Deerfield Donuts, Inc., as the same may have been and may hereafter be extended, renewed and modified, and any documents executed in connection therewith;

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b. Term Note dated November 30, 2007 in the original principal amount of \$600,000.00 made by Park Avenue Center, LLC, as the same may have been and may hereafter be extended, renewed and modified, and any documents execution in connection therewith;

c. Amended and Restated Term Note dated November 26, 2009 in the original principal amount of \$399,999.96 made by Lewis Donuts Inc., North Chicago Foods Inc., Broadway St. Donuts, Inc., Anna Donuts Inc., Highland Park Donuts Inc., Broadway Foster Donuts, Inc., Wilson St. Donuts Inc., Libertyville Donuts Inc., Buffalo Grove Donuts Inc. and Deerfield Donuts, Inc., as the same may have been and may hereafter be extended, renewed and modified, and any documents execution in connection therewith;

d. Amended and Restated Term Note dated November 26, 2009 in the original principal amount of \$727,274.64 made by Lewis Donuts Inc., North Chicago Foods Inc., Broadway St. Donuts, Inc., Anna Donuts Inc., Highland Park Donuts Inc., Broadway Foster Donuts, Inc., Wilson St. Donuts Inc., Libertyville Donuts Inc., Buffalo Grove Donuts Inc. and Deerfield Donuts, Inc., as the same may have been and may hereafter be extended, renewed and modified, and any documents executed in connection therewith;

e. Amended and Restated Term Note dated November 26, 2009 in the original principal amount of \$711,111.08 made by Lewis Donuts Inc., North Chicago Foods Inc., Broadway St. Donuts, Inc., Anna Donuts Inc., Highland Park Donuts Inc., Broadway Foster Donuts, Inc., Wilson St. Donuts Inc., Libertyville Donuts Inc., Buffalo Grove Donuts Inc. and Deerfield Donuts, Inc., as the same may have been and may hereafter be extended, renewed and modified, and any documents executed in connection therewith;

f. Amended and Restated Term Note dated November 26, 2009 in the original principal amount of \$207,407.12 made by Lewis Donuts Inc., North Chicago Foods Inc., Broadway St. Donuts, Inc., Anna Donuts Inc., Highland Park Donuts Inc., Broadway Foster Donuts, Inc., Wilson St. Donuts Inc., Libertyville Donuts Inc., Buffalo Grove Donuts Inc. and Deerfield Donuts, Inc., as the same may have been and may hereafter be extended, renewed and modified, and any documents executed in connection therewith;

g. Amended and Restated Term Note dated November 26, 2009 in the original principal amount of \$592,469.54 made by Lewis Donuts Inc., North Chicago Foods Inc., Broadway St. Donuts, Inc., Anna Donuts Inc., Highland Park Donuts Inc., Broadway Foster Donuts, Inc., Wilson St. Donuts Inc., Libertyville Donuts Inc., Buffalo Grove Donuts Inc. and Deerfield Donuts, Inc., as the same may have been and may hereafter be extended, renewed and modified, and any documents executed in connection

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therewith; and

h. Development Line-of-Credit Note dated the date hereof in the original principal amount of \$2,500,000.00 made by Lewis Donuts Inc., North Chicago Foods Inc., Broadway St. Donuts, Inc., Anna Donuts Inc., Highland Park Donuts Inc., Broadway Foster Donuts, Inc., Wilson St. Donuts Inc., Libertyville Donuts Inc., Buffalo Grove Donuts Inc., Deerfield Donuts, Inc., and Fullerton CTA Donuts, Inc., by as the same may hereafter be extended, renewed and modified, and any documents executed in connection therewith.

Lewis Donuts Inc., North Chicago Foods Inc., Broadway St. Donuts, Inc., Anna Donuts Inc., Highland Park Donuts Inc., Broadway Foster Donuts, Inc., Wilson St. Donuts Inc., Libertyville Donuts Inc., Buffalo Grove Donuts Inc., Deerfield Donuts, Inc., Park Avenue Center, LLC, Northshore Management Group, Inc., and Fullerton CTA Donuts, Inc. shall be referred to herein as the "Borrowers".

NOW, THEREFORE, in consideration of these presents and \$1.00 and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, the Mortgagor and the Bank hereby agree as follows:

1. The Mortgage secures, in addition to the payment, performance and observance of all other liabilities, obligations, covenants, terms and conditions referred to in the Mortgage as being secured thereby, the payment, performance and observance of all liabilities, obligations, covenants and agreements on the part of the Mortgagor to be paid, performed or observed pursuant to the Guaranties of the Borrower Obligations, and any extensions, renewals or modifications thereof and any substitutions, replacements or refinancing thereof or therefor.

2. That the term "Obligations" as used in the Mortgage shall include, in addition to the payment, performance and observance of all other liabilities, obligations, covenants, terms and conditions referred to in the Mortgage, the payment, performance and observance of all liabilities, obligations, covenants and agreements on the part of the Mortgagor to be paid, performed or observed pursuant to the Guaranties of the Borrower Obligations, and any extensions, renewals or modifications thereof and any substitutions, replacements or refinancing thereof or therefor.

3. That all representations and warranties made by the Mortgagor in the Mortgage are hereby confirmed as though made on and as of the date hereof as well as on the date of the Mortgage.

The Mortgagor agrees to perform and observe the conditions and covenants of the Mortgage as confirmed hereby, and to pay the principal and interest secured by the Mortgage as so confirmed when due. The Mortgagor hereby reaffirms its grant to the

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Bank as of the date of the Mortgage and as of the date hereof of the premises described in the Mortgage.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

As amended hereby, all other terms and conditions of the Mortgage shall remain in full force and effect.

(signature page to follow)

Property of Cook County Clerk's Office

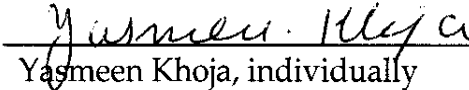
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- Signature Page to Confirmation of Mortgage -

Executed under seal this 21st day of August, 2012.



Amir Ali Khoja, individually

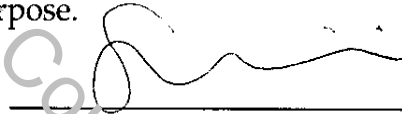
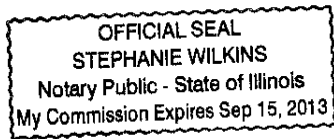


Yasmeen Khoja, individually

STATE OF ILLINOIS

Cook County, ss.

On this 21 day of August, 2012, before me, the undersigned notary public, personally appeared Amir Ali Khoja, proved to me through satisfactory evidence of identification, which was IL DL # K200-0014-7303 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



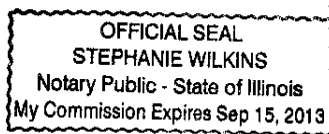
Notary Public

My Commission Expires:

STATE OF ILLINOIS

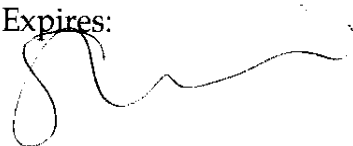
Cook County, ss.

On this 21 day of August, 2012, before me, the undersigned notary public, personally appeared Yasmeen Khoja, proved to me through satisfactory evidence of identification, which was IL DL # K200-9615-2606, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires:



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Address Given: 1163-1179 Park Avenue,
Libertyville IL 60048

Property TAX No : 11-20-200-005-0000

11-20-206-001-0000

Legal Description:**PARCEL 1:**

THAT PART OF LOT 12 IN DYMOND'S FIRST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED April 26, 1906 AS DOCUMENT NO. 106338, IN BOOK "C" OF PLATS, PAGE 47, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 12 TO THE NORTHWEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 12, 100 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT TO THE SOUTH LINE THEREOF; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE MECHANICS GROVE ROAD WITH THE DIAMOND LAKE ROAD ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 20 AT A POINT 19.22 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE RUNNING SOUTH ALONG THE QUARTER SECTION LINE 195.5 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILROAD COMPANY; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID RAILROAD RIGHT OF WAY TO THE SOUTHWEST CORNER OF LOT 12 AFORESAID; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 12, 255 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 12, IN THE CENTER OF SAID MECHANICS GROVE ROAD, THENCE SOUTH 58 DEGREES 19 MINUTES WEST ALONG THE CENTER OF SAID ROAD, 331.6 FEET, MORE OR LESS, TO THE POINT OF BEGINNING (EXCEPTING FROM THE ABOVE DESCRIBED TRACT THE WEST 233.0 FEET AS MEASURED PERPENDICULARLY TO THE WEST LINE THEREOF), ALL IN LAKE COUNTY, ILLINOIS.