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Doc#: 1225050069 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/06/2012 02:23 PM Pg: 1 of 7

AMENDMENT

TO:

(1) MORTGAGE

AND

(2) ASSIGNMENT OF RENTS

RELATIVE TO \$621,000.00 PROMISSORY NOTE

Dated as of July 25, 2012

This Instrument Prepared By and
to be Returned After Recording
to:

Michael L. Ralph, Jr.
Ralph, Schwab & Schiever, Chtd.
175 E. Hawthorn Parkway - Suite 345
Vernon Hills, IL 60061

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AMENDMENT TO: (1) MORTGAGE AND (2) ASSIGNMENT OF RENTS

This Amendment to: (1) Mortgage and Assignment of Rents ("Amendment") is made and entered into effective July 25, 2012 by **GLOGOVSKY REAL ESTATE L.L.C. – SERIES 301 CENTRAL, a series of an Illinois limited liability company** ("Mortgagor") to and for the benefit of **GLENVIEW STATE BANK**, an Illinois banking corporation, its successors and assigns ("Mortgagee").

RECITALS

WHEREAS, Glogovsky Real Estate L.L.C., an Illinois limited liability company, executed and delivered to Mortgagee, a certain term Promissory Note dated October 1, 2010 in the original principal amount of Six Hundred Twenty-One Thousand and 00/100 Dollars (\$621,000.00) (the Note") payable to the order of Mortgagee to evidence a loan in said sum.

WHEREAS, Glogovsky Real Estate L.L.C., to secure repayment of the Note and all renewals, extensions, or modifications thereof, caused Chicago Title Land Trust Company, as Trustee Under Trust Agreement dated October 24, 2002 and known as Trust Number 1111400 ("Trust") to execute and deliver to Mortgagee, among other loan and collateral documents, a Mortgage (together with any extensions or modifications thereof) dated October 1, 2010 recorded on October 15, 2010 with the Cook County Recorder of Deeds as Document Number 1028356033 (the "Mortgage"), pursuant to which the Trust did mortgage, grant, warrant and convey to Mortgagee the premises legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

WHEREAS, Glogovsky Real Estate L.L.C., to secure repayment of the Note and all renewals, extensions, or modifications thereof, caused the Trust to execute and deliver to Mortgagee, among other loan and collateral documents, an Assignment of Rents dated October 1, 2010 recorded on October 15, 2010 with the Cook County Recorder of Deeds as Document Number 1028856034 (the "Assignment of Rents"), pursuant to which the Trust did grant, transfer, set over and assign to Mortgagee rents, leases and related items relative to the Property.

WHEREAS, on or about June 17, 2011, Trust conveyed the Property to Mortgagor pursuant to a Trustee's Deed dated June 17, 2011 and recorded on June 21, 2011 with the Cook County Recorder of Deeds as Document Number 1117213016.

WHEREAS, Mortgagee has agreed to amend the loan evidenced by the Note, and secured by, *inter alia*, the Mortgage and Assignment of Rents (as previously amended); provided the Mortgagor executes this Amendment and any further loan and collateral documents as the Mortgagee may require to document the amended terms of

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the aforesaid loan.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency whereof are hereby mutually and reciprocally acknowledged, it is hereby agreed and covenanted as follows:

1. Incorporation of Recitals. All of the foregoing recitals are incorporated herein by reference.

2. Amendment to Mortgage and Assignment of Rents. The Mortgage and Assignment of Rents, each as may have been previously amended, are hereby amended to provide that they shall stand not only as security for the debt evidenced by the Note, but also the Note as Amended pursuant to Amendment to Six Hundred Twenty-One Thousand and 00/100 Dollars (\$621,000.00) Promissory Note dated October 1, 2010 And Related Documents ("Note Amendment") of even date herewith executed by Mortgagor and Glogovsky Real Estate L.L.C., among others, in favor of Mortgagee

3. Amendments to Mortgage and Assignment of Rents. Pursuant to the Note Amendment, the Mortgage and Assignment of Rents, as may have been previously amended, are hereby further amended to provide as follows:

- a. Glogovsky Real Estate L.L.C. – Series 301 Central is added as a Grantor; and
- b. Glogovsky Real Estate L.L.C. – Series 301 Central is added as an additional borrower for the Note and all Collateral Documents as defined in the Note Amendment.

4. Acknowledgment of Amount. The Mortgagor acknowledges that prior to the date of this Amendment, the principal amount due under the Note as of July 25, 2012 is Five Hundred Seven Thousand, Two Hundred Thirty-Nine and 72/100 Dollars (\$507,239.72).

5. No Implied Amendments. Except as expressly modified hereby, and as expressly modified previously, all of the terms and conditions of the Mortgage, and Assignment of Rents shall remain unchanged and in full force and effect, and any other pledge of the Property to secure any other obligations or debt under the Mortgage and/or Assignment of Rents shall remain unaffected hereby.

6. Reaffirmation. Mortgagor hereby incorporates by reference herein and restates as of the date hereof, all of the representations, warranties, statements, undertakings, covenants, agreements, obligations, and indemnities (the

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“Undertakings”), contained in the Mortgage and Assignment of Rents or in any other instrument or loan and collateral document related thereto which has been submitted to the Mortgagee, and affirms that all such Undertakings are currently in full force and effect and shall remain continuously applicable to the transactions to which the Mortgage and Assignment of Rents relate until all of the Mortgagor’s and Glogovsky Real Estate L.L.C.’s obligations and liabilities to the Mortgagee are completely satisfied.

7. Waiver. Mortgagor acknowledges and agrees that as of the date hereof, the Mortgage and Assignment of Rents, as amended herein and as may have been previously amended, are good, valid and enforceable and free of all defenses whatsoever, known or unknown, whether in law or in equity, and constitute(s) the legally binding obligations of Mortgagor to the Mortgagee. No event or act has occurred which might or could impair the enforceability thereof or result in the discharge of the Mortgagor thereunder or under any pledge, agreement, promise, covenant, or any undertaking whatsoever which the Mortgagor has made or given to the Mortgagee. The Mortgagor waives and releases any causes of action it might have or claim to have against the Mortgagee arising out of or in any way related to the execution and enforcement of the Mortgage and Assignment of Rents, or the transactions to which it/they relate(s).

8. Affirmance of Mortgage and Assignment of Rents. The Mortgage and Assignment of Rents, as amended herein and as may have been previously amended, continue to be a valid and subsisting lien(s) upon the Property, which Property is free and clear of all other liens and encumbrances except those in favor of the Mortgagee or those which have been expressly permitted by the Mortgagee, if any.

EXHIBIT A - LEGAL DESCRIPTION

INTENTIONALLY BLANK - SIGNATURE PAGES TO FOLLOW

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MORTGAGOR:

**GLOGOVSKY REAL ESTATE L.L.C. – SERIES 301
CENTRAL**, a Series of an Illinois limited liability
company

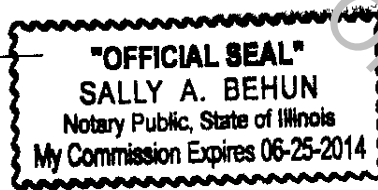
By: Jeffrey A. Glogovsky
Jeffrey A. Glogovsky
Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Sally A. Behun, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jeffrey A. Glogovsky, Manager of GLOGOVSKY REAL ESTATE L.L.C. – SERIES 301 CENTRAL, a series of an Illinois limited liability company, personally known to me to be the Manager of GLOGOVSKY REAL ESTATE L.L.C. – SERIES 301 CENTRAL, and 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 severally acknowledged that as such Manager, he signed and delivered the said instrument as Manager of said limited liability company, pursuant to authority, given by the Member of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 31st day of July, 2012.

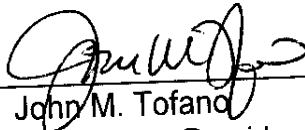
Sally A. Behun
NOTARY PUBLIC



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MORTGAGEE:


GLENVIEW STATE BANK,
an Illinois banking corporation

By: 
John M. Tofano
Its: Senior Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Sally A. Behun, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John M. Tofano, personally known to me to be the Senior Vice President of Glenview State Bank, an Illinois banking corporation, and 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 as such Senior Vice President, he signed and delivered the said instrument as Senior Vice President of said banking corporation as his free and voluntary act, and as the free and voluntary act and deed of said banking corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 31st day of July, 2012.


NOTARY PUBLIC

COMMISSION EXPIRES: 06/25/2014



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EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

LOTS 1 AND 2 IN BLOCK 4 IN FEUERBORN AND KLODE'S ARLINGTON MANOR,
BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 10
AND PART OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 41 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

Permanent Tax Numbers: 08-10-100-007-0000 and 08-10-100-008-0000.

Property Address:

301 E. Central Road
Arlington Heights, IL 60005

Property of Cook County Clerk's Office