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This Instrument was prepared by and  
when recorded return to:

William A. Walker  
Nisen & Elliott, LLC  
200 W. Adams Street, Suite 2500  
Chicago, IL 60606

Doc#: 1304439063 Fee: \$46.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/13/2013 02:59 PM Pg: 1 of 5

Property of Cook County Clerk's Office

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FIRST AMENDMENT TO  
MORTGAGE AND SECURITY AGREEMENT  
WITH ASSIGNMENT OF RENTS AND  
FIXTURE FILING

Dated as of  
January 25, 2013

BETWEEN

A.S. MELROSE PARK BUILDING, LLC

AND

AMERICAN CHARTERED BANK

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Date of Original Mortgage: August 10, 2012  
Date Recorded: August 27, 2012  
Recording Number: 1224048025  
PIN: 12-34-400-022-0000  
Address: 2001 N. 17<sup>th</sup> Ave., Melrose Park, IL

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## FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS AND FIXTURE FILING

This First Amendment to Mortgage and Security Agreement with Assignment of Rents and Fixture Filing (the "*Amendment*") is executed and entered into this 25 day of January, 2013, by and between A.S. Melrose Park Building, LLC, a Colorado limited liability company ("*Mortgagor*") and American Chartered Bank ("*Mortgagee*").

### WITNESSETH

WHEREAS, the Mortgagor executed and delivered to Mortgagee the Mortgage and Security Agreement with Assignment of Rents and Fixture Filing dated August 10, 2012 with respect to the property legally described on Exhibit A attached hereto (the "*Mortgage*") in connection with two loans in the original principal amounts of \$487,500 ("*First Loan*") and \$390,000 ("*Second Loan*"); and

WHEREAS, the Mortgagor has now paid the Second Loan in full.

NOW, THEREFORE, in consideration of the premises and of the mutual promises set forth herein, the Mortgagor and Mortgagee hereby agree that the Mortgage is hereby amended, effective as of the date hereof, as set forth in this Amendment.

1. Any conflict between the provisions of this Amendment and the provisions of the Mortgage, shall be governed by the provisions of this Amendment.
2. The Preambles to the Mortgage shall be deleted in their entirety and replaced with the following:

"WHEREAS, Mortgagee has provided to Mortgagor a term loan in the initial principal amount of \$487,500 (the "*Term Loan*"). The Term Loan shall be evidenced by Term Note A payable to the order of Mortgagee, whereby Mortgagor promises to pay the loan evidenced thereby, with interest and other fees as therein set forth (such promissory note, and any and all notes issued in substitution or replacement therefor in whole or in part, as any of the foregoing may from time to time be modified or amended, being hereinafter collectively referred to as the "*Note*").

NOW, THEREFORE, to secure (i) the payment of the principal and premium, if any, interest, and other amounts due under the Note and all advances now or hereafter evidenced thereby, whether now existing or hereafter arising, (ii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, whether now existing or hereafter arising, and (iii) the observance and performance of all covenants and agreements

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contained herein, the Note, or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clauses (i), (ii) and (iii), above being hereinafter collectively referred to as the "*indebtedness hereby secured*"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns, a continuing security interest in, all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, V, VI, and VII below, all of the same being collectively referred to herein as the "*Mortgaged Premises*":

3. In the remainder of the Mortgage the defined term "*Loans*" shall be deleted and replaced with "*Loan*" and the defined term "*Notes*" shall be deleted and replaced with "*Note*".

4. In all other respects the Mortgage shall remain unchanged and in full force and effect.

5. The Mortgagor hereby represents and warrants that it has the full power and authority to execute and deliver this Amendment and that the representations and warranties set forth in the Mortgage are as true and correct on the date hereof as when initially made. The Mortgagor acknowledges and agrees that there are no offsets or defenses to the obligations set forth in the Mortgage, as hereby amended, and represents that there are no Events of Default existing on the date hereof, nor are there any facts or consequences which will or could lead to an Event of Default under the Mortgage, as hereby amended.

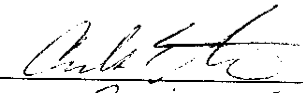
6. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused these presents to be signed the day and year first above written.

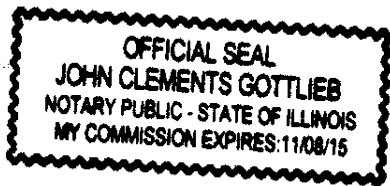
**A.S. MELROSE PARK BUILDING, LLC**

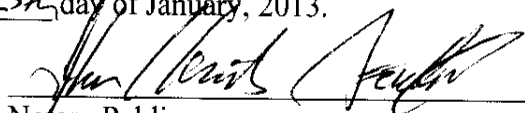
By   
Name Caroles E. Shanstra  
Title Member

STATE OF ILLINOIS )  
) SS  
COUNTY OF De Kalb )

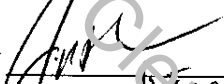
The foregoing instrument was acknowledged before me this 25th day of January, 2013, by Caroles Shanstra, the Manager of A.S. Melrose Park Building, LLC, on behalf of the company.

Given under my hand and notarial seal this 25th day of January, 2013.



  
Notary Public

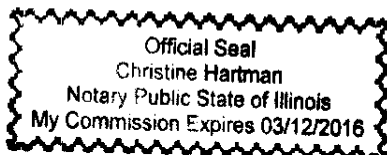
**AMERICAN CHARTERED BANK**

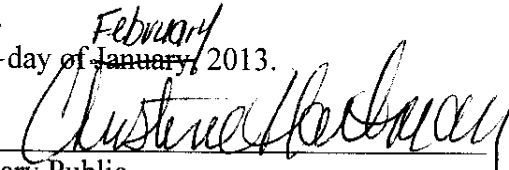
By   
Name James Bolman  
Title 1st VP

STATE OF ILLINOIS )  
) SS  
COUNTY OF Lake )

The foregoing instrument was acknowledged before me this 4th day of ~~January~~ <sup>February</sup>, 2013, by James Bolman as 1st VP of American Chartered Bank, on behalf of the company.

Given under my hand and notarial seal this 4th day of ~~January~~ <sup>February</sup>, 2013.



  
Notary Public

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## SCHEDULE A

### LEGAL DESCRIPTION

#### PARCEL 1:

A PARCEL OF LAND BEING A PART OF LOT 4 IN BLOCK 2 OF FRANKLIN FARMS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE EXCEPT THAT PART TAKEN FOR RAILROAD, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTH 300 FEET OF THE NORTH 468.66 FEET OF SAID LOT 4, A DISTANCE OF 13.21 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 300 FEET OF THE NORTH 468.66 FEET OF SAID LOT 4, A DISTANCE OF 3.21 FEET TO A POINT 10.00 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION, THENCE NORTH ALONG A LINE 10.00 FEET WEST AND PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE A DISTANCE OF 34.18 FEET TO A POINT OF TANGENCY THENCE SOUTHWESTERLY ALONG AN ARC OF A CIRCLE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 183.18 FEET A DISTANCE OF 34.37 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

THE NORTH 234 FEET OF THE SOUTH 300 FEET OF THE NORTH 468.66 FEET OF THAT PART OF LOT 4 IN BLOCK 2 IN FRANKLIN FARMS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF INDIAN BOUNDARY LINE (EXCEPT THAT PART TAKEN FOR RAILROAD) LYING EAST OF THE EAST LINE OF 17TH AVENUE BEING A LINE 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4 AND LYING WEST OF A LINE 10 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINES OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 34 IN COOK COUNTY, ILLINOIS

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 2001 17<sup>TH</sup> AVE., MELROSE PARK, IL

PIN: 12-34-400-022-0000