

UNOFFICIAL COPY

This document was prepared by
and after recording, return to:

DYKEMA GOSSETT PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attn: Gary P. Segal, Esq.

P.I.N.:
08-08-403-029-0000

Property Address:
1735 Algonquin Road
Rolling Meadows, Illinois 60008

8887755
EPENNETTI
4044



Doc# 1719116008 Fee \$50.00

CHSP FEE: \$9.00 RPRF FEE: \$1.00

CAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/10/2017 09:34 AM PG: 1 OF 7

This Space Reserved for Recorder's Use Only.

**FIRST AMENDMENT OF MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

THIS FIRST AMENDMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Amendment") is made as of April 28, 2017, by and between **THIRD MILLENNIUM REAL ESTATE L.L.C.**, an Illinois limited liability company ("Mortgagor"), and **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered bank, its successors and assigns ("Mortgagee").

RECITALS:

A. Mortgagor executed and delivered that certain Mortgage, Assignment of Leases and Rents and Fixture Filing dated as of May 2, 2012 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 10, 2012, as Document No. 1213142657 (the "Mortgage") to and for the benefit of Mortgagee, creating a first mortgage lien on certain improved real estate located at 1735 Algonquin Road, Rolling Meadows, Illinois, and legally described in **Exhibit A** attached hereto (the "Real Estate").

B. The Mortgage was given by Mortgagor to secure the performance of all of the obligations of Mortgagor to Mortgagee pursuant to that certain Loan and Security Agreement dated as of May 2, 2012 (the "Original Loan Agreement").

C. Mortgagor and Mortgagee desire to amend the Original Loan Agreement pursuant to the terms and conditions set forth in that certain First Amendment to Loan and Security Agreement dated the date hereof by and between Mortgagor and Mortgagee (the "Loan Agreement Amendment"; the Original Loan Agreement, as amended by the Loan Agreement Amendment, and as may be further amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement").

D. One of the conditions precedent to the closing of the transactions contemplated by the Loan Agreement Amendment is the execution and delivery of this Amendment by Mortgagor and Mortgagee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Mortgagor hereby agree as follows:

1. Recitals. That the recitals set forth above are true and accurate and are by this reference incorporated herein and made a part of this Amendment.

Bm

UNOFFICIAL COPY

2. **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein are used with the meanings given such terms in the Mortgage.

3. **Amendment.** The Mortgage is hereby amended by amending and restating Recital "C" thereof, in its entirety, to read as follows:

C. The Loan is due and payable in full on April 30, 2022 (the "Maturity Date"), except as such date may be accelerated pursuant to the terms hereof or of any other Loan Document (as hereinafter defined). Terms used but not otherwise defined herein are used herein as defined in the Loan Agreement.

4. **References.** From and after the date of execution of this Amendment, any reference to the Mortgage contained in the Loan Agreement and any other Loan Document shall be deemed to refer to the Mortgage, as amended by this Amendment and as hereafter amended, restated, supplemented or otherwise modified and in effect from time to time.

5. **Miscellaneous.**

(a) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Section captions and headings used in this Amendment are for convenience only and are not part of and shall not affect the construction of this Amendment.

(c) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(d) Except as expressly set forth herein, nothing in this Amendment is intended to or shall be deemed to have amended the Mortgage, which is hereby reaffirmed in all respects. Notwithstanding anything contained herein, the terms of this Amendment are not intended to and do not serve to effect a novation of the Mortgage.


[Remainder of Page Intentionally Left Blank; Signature Page Follows]

UNOFFICIAL COPY

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be duly executed and delivered as of the date first above written.

MORTGAGOR:

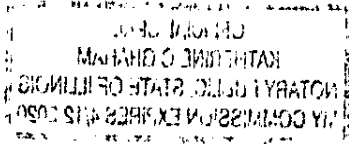
THIRD MILLENNIUM REAL ESTATE L.L.C.

By: 
Name: Joseph Oberweis
Title: Manager

MORTGAGEE:

THE PRIVATEBANK AND TRUST COMPANY

By: _____
Name: Michael D. Ryden
Title: Associate Managing Director



Property of Cook County Clerk's Office

UNOFFICIAL COPY

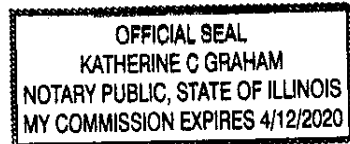
STATE OF ILLINOIS)
) SS.
COUNTY OF Kane)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Oberweis, the Manager of THIRD MILLENNIUM REAL ESTATE L.L.C., an Illinois limited liability company, 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 signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 2017.



NOTARY PUBLIC



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael D. Ryden, an Associate Managing Director of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank, 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 signed and delivered the said instrument as his 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 _____ day of April, 2017.

NOTARY PUBLIC

UNOFFICIAL COPY

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be duly executed and delivered as of the date first above written.

MORTGAGOR:

THIRD MILLENNIUM REAL ESTATE L.L.C.


By: _____

Name: Joseph Oberweis

Title: Manager

MORTGAGEE:

THE PRIVATEBANK AND TRUST COMPANY

By:  _____

Name: Michael D. Ryden

Title: Associate Managing Director

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

(ROLLING MEADOWS)
LOT 3 IN M-R LOEWS THEATER COMPLEX SUBDIVISION, ACCORDING TO THE PLAT THEREOF
RECORDED DECEMBER 31, 1991 AS DOCUMENT 91693565, BEING A SUBDIVISION OF PART OF LOT
4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 21, 1970 AS DOCUMENT
21092384, ALL IN COOK COUNTY, ILLINOIS.

Property Address: 1735 Algonquin Road, Rolling Meadows, Illinois 60008

PIN: 08-08-403-029-0000