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This instrument prepared by
and after recording return to:
Kris E. Curran, Esq.
Ungaretti & Harris
3500 Three First National Plaza
Chicago, Illinois 60602

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9902/0337 30 001 Page 1 of 7
1999-02-26 15:18:56
Cook County Recorder 33.00

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**AMENDMENT OF MORTGAGE AND SECURITY AGREEMENT,
AND ASSIGNMENT OF LEASES AND RENTS
AND OTHER LOAN DOCUMENTS**

THIS AMENDMENT OF MORTGAGE AND SECURITY AGREEMENT AND, ASSIGNMENT OF LEASES AND RENTS AND OTHER LOAN DOCUMENTS (the "Loan Document Amendment") made as of the 23rd day of February, 1999 by and between 85 ALGONQUIN L.L.C., an Illinois limited liability company ("Mortgagor"), whose address is c/o Hamilton Partners, 300 Park Boulevard Itasca, Illinois 60143, and STATE FARM LIFE INSURANCE COMPANY, an Illinois corporation, whose address is One State Farm Plaza, Bloomington, Illinois 61710 ("State Farm").

WITNESSETH:

WHEREAS, pursuant to that certain Promissory Note dated as of May 2, 1996 ("Original Note") made by Mortgagor to the order of State Farm, State Farm made a loan (the "Loan") to Mortgagor in the original principal amount of Five Million Three Hundred Thousand Dollars (\$5,300,000.00); and

WHEREAS, the outstanding and unpaid principal balance of the Original Note as of the date hereof (and prior to the increase in such amount referred to below) is \$4,950,335.42; and

WHEREAS, the Original Note is secured by a certain Mortgage and Security Agreement dated as of May 2, 1996 made by Mortgagor in favor of State Farm and recorded with the Recorder of Deeds of Cook County, Illinois on May 7, 1996, as Document No. 96-346448 (the "Mortgage"), which Mortgage constitutes a first lien on the Real Estate described on Exhibit "A" attached hereto (the "Real Estate") together with other property and interests collectively defined as the "Premises" in the Mortgage; and

WHEREAS, the Original Note is further secured by a certain Assignment of Leases and Rents dated as of May 2, 1996 made by Mortgagor in favor of State Farm and recorded with the Recorder of Deeds of Cook County, Illinois on May 7, 1996 as Document No. 96-346449 (the "Assignment of Leases") and by the other Loan Documents, as defined in the Mortgage; and

BOX 333-CTI

WHEREAS, the Original Note is further secured by a certain UCC-2 Financing Statement made by Borrower, as Debtor, in favor of State Farm, as secured party, and recorded with the Recorder of Deeds of Cook County, Illinois on May 7, 1996 as Document No. 96U05719 (the "Fixture Financing Statement"); and

WHEREAS, the Original Note is further secured by a certain UCC-1 Financing Statement made by Borrower, as Debtor, in favor of State Farm, as secured party, and filed in the Office of the Secretary of State of Illinois on May 22, 1996 as Document No. 3543390 (the "Personalty Financing Statement")(the Original Note, the Mortgage, the Assignment of Leases, the Fixture Financing Statement the Personalty Financing Statement and all other documents and instruments evidencing and securing the Loan are, collectively, the "Loan Documents"); and

WHEREAS, State Farm has agreed to increase the amount of Loan by advancing to Borrower the additional sum of \$2,000,000.00, which Loan increase is evidenced by a certain Amendment to Promissory Note of even date herewith (the "Note Amendment") made by Borrower and Lender; and

WHEREAS, as a condition to the agreement to lend such additional sums, State Farm has required that the Mortgage, the Assignment of Leases and the Other Loan Documents be amended to reflect the increase of the amount of indebtedness, such that the entire Indebtedness shall be secured by the liens and security interests created thereby.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained in the herein and in the Note Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereinafter set forth, Mortgagor and State Farm agree as follows:

1. Recitals. The Recitals set forth above are accurate and are incorporated herein by this reference.

2. Defined Terms. Unless otherwise expressly provided herein, all capitalized terms used herein shall have the same meaning as set forth in the Mortgage.

3. Definition of "Note". From and after the date hereof, the term Note, whenever used in the Mortgage, the Assignment of Leases and the other Loan Documents, shall mean the Original Note referenced above, as amended by the Note Amendment, which Note, as so amended, shall be in the maximum principal amount of Six Million Nine Hundred Fifty Thousand Eight Hundred Thirty Five and 42/100ths Dollars (\$6,950,835.42).

4. Ratification. Mortgagor hereby ratifies and confirms the terms and conditions of the Mortgage, the Assignment of Leases and other Loan Documents, as amended hereby, and agrees that the same shall secure the Indebtedness under the Note (as increased and amended as aforesaid) to the same extent and with the same priority as if aforesaid Note Amendment and this Loan

Document Amendment had been made and recorded as of the dates of making and recordation of the Original Note, Mortgage, Assignment of Leases and other Loan Documents.

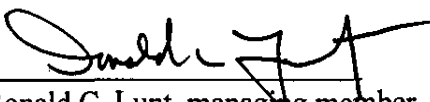
5. Counterparts. This Loan Document Amendment may be executed in counterparts, each of which shall be deemed an original, and which, taken together, shall constitute one instrument.

IN WITNESS WHEREOF, Mortgagor and State Farm have executed this Loan Document Amendment as of the date first above written.

MORTGAGOR:

85 ALGONQUIN L.L.C.,
an Illinois limited liability company

By: HP 85 Algonquin L.L.C.,
an Illinois limited liability company,
its managing member

By: 
Ronald C. Lunt, managing member

STATE FARM:

STATE FARM LIFE INSURANCE COMPANY,
an Illinois corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

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MORTGAGOR'S ACKNOWLEDGMENT

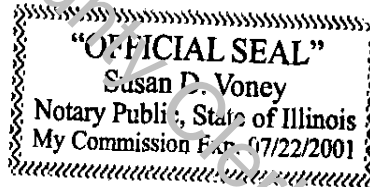
STATE OF ILLINOIS)
)
COUNTY OF DeWage)

I, Susan D. Voney, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RONALD C. LUNT, the Managing Member of HP 85 Algonquin L.L.C., an Illinois limited liability company, the Managing Member of 85 Algonquin L.L.C., an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member, 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's, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of Feb, 1999.

Susan D. Voney
Notary Public

My Commission expires:



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Document Amendment had been made and recorded as of the dates of making and recordation of the Original Note, Mortgage, Assignment of Leases and other Loan Documents.

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MORTGAGOR:

85 ALGONQUIN L.L.C.,
an Illinois limited liability company

By: HP 85 Algonquin L.L.C.,
an Illinois limited liability company,
its managing member

By: _____
Ronald C. Lunt, managing member

STATE FARM:

STATE FARM LIFE INSURANCE COMPANY,
an Illinois corporation

By: William C. Gale
Name: William C. Gale
Title: SENIOR INVESTMENT OFFICER

ATTEST:

By: Neil O. Brown
Name: Neil O. Brown
Title: Vice President

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STATE OF ILLINOIS)
)
COUNTY OF MCLEAN)

I, Cindy Masters, a Notary Public in and for said County in the State aforesaid do hereby certify that Neil O. Brown, Vice President Real Estate and William C. Gale, its Senior Investment Officer of State Farm Life Insurance Company are personally known to me to be the same persons whose names are affixed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act of said Company, and as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of February, 1999.

Notarial Seal

Cindy Masters
Notary Public
Cindy Masters

My Commission expires: 7-6-02

"OFFICIAL SEAL"
Cindy Masters
Notary Public, State of Illinois
My Commission Expires 7/6/02

Property of Cook County Clerk's Office

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EXHIBIT A THE PREMISES

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PARCEL 1: LOT 2 IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART TAKEN IN FEE SIMPLE TITLE BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CASE NUMBER 93L51190, AS FOLLOWS:

THAT PART OF LOT 2 IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN PART OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 29, 1979 AS DOCUMENT 25261219, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE ON AN ASSUMED BEARING OF SOUTH 32 DEGREES 56 MINUTES 06 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 14.43 FEET TO A POINT ON A 2551.07 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 33 DEGREES 27 MINUTES 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2551.07 FEET, CENTRAL ANGLE 1 DEGREE 33 MINUTES 00 SECONDS 69.01 FEET TO THE WESTERLY LINE OF SAID LOT 2, BEING ALSO A POINT ON A 30.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 89 DEGREES 23 MINUTES 13 SECONDS WEST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, BEING ALSO THE SAID WESTERLY LINE OF LOT 2, RADIUS OF 30.00 FEET, CENTRAL ANGLE 55 DEGREES 09 MINUTES 09 SECONDS 28.83 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, BEING ALSO A POINT ON A 2541.29 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 34 DEGREES 19 MINUTES 04 SECONDS EAST FROM SAID POINT; THENCE SOUTHEASTERLY ALONG SAID CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 2, RADIUS 2541.29 FEET, CENTRAL ANGLE 2 DEGREES 06 MINUTES 11 SECONDS 93.28 FEET (93.29 FEET, RECORDED) TO THE POINT OF BEGINNING.

PARCEL 2: RECIPROCAL EASEMENT FOR INGRESS AND EGRESS AS CREATED BY THAT CERTAIN AGREEMENT DATED AUGUST 2, 1979 AND RECORDED OCTOBER 1, 1979 AS DOCUMENT 25171074 AND REGISTERED WITH THE REGISTRAR OF TITLES ON OCTOBER 1, 1979 AS DOCUMENT LR3121973 AND AS AMENDED BY AGREEMENT DATED JANUARY 27, 1981 AND RECORDED JUNE 4, 1981 AS DOCUMENT 25893428 AND FILED AS DOCUMENT LR3218008.

PARCEL 3: EASEMENT FOR THE CREATION AND MAINTENANCE OF A DETENTION/RETENTION POND CREATED BY THAT CERTAIN AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS JANUARY 4, 1980 AS DOCUMENT 25306989 AND REGISTERED WITH THE REGISTRAR OF TITLE JANUARY 4, 1980 AS DOCUMENT LR3139276 AND AS AMENDED BY DOCUMENT RECORDED MARCH 7, 1983 AS DOCUMENT NUMBER 26527048 AND FILED AS DOCUMENT NUMBER LR3296792, PERTAINING TO LOT 1 AND LOT 2 IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 85 W. Algonquin Road, Arlington Heights, Illinois
P.I.N.: 08-16-200-102-0000