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Cook County Recorder 33.50



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Prepared by and After
Recording, Return To:

Jeffrey M. Dalebroux, Esq.
ROOKS, PITTS AND POUST
10 South Wacker Drive
Suite 2300
Chicago, Illinois 60606

**THIRD AMENDMENT TO
MORTGAGE, ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT**

This Third Amendment, dated as of July 31, 1999, is entered into between St. Paul Trust, successor trustee to Beverly Trust Company, successor trustee to Beverly Bank & Trust Company, not individually but solely as trustee under trust agreement dated August 9, 1979 and known as Trust No. 8-6520 (the "Trust") (the "Mortgagor"), and LASALLE BANK NATIONAL ASSOCIATION, formerly known as LaSalle National Bank, a national banking association (the "Mortgagee").

WHEREAS, the Mortgagor and the Mortgagee have previously entered into a Mortgage, Assignment of Rents and Security Agreement dated as of May 25, 1989 and recorded June 5, 1989 as Document No. 89253310 and later re-recorded as Document No. 90446807 (the "Original Mortgage") to provide collateral security for the Mortgagor's obligations to the Mortgagee, including, without limitation, the Mortgagor's obligations arising under the Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of May 25, 1989; and

WHEREAS, the Mortgagor and the Mortgagee have previously entered into an Amendment to Mortgage, Assignment of Rents and Security Agreement dated as of June 1, 1990 and recorded September 13, 1990 as Document No. 90446808 in order to amend the description of the indebtedness secured by the Original Mortgage (the "First Amendment"); and

WHEREAS, the Mortgagor and the Mortgagee have previously entered into a Second Amendment to Mortgage, Assignment of Rents and Security Agreement dated as of June 1, 1994 and recorded October 5, 1994 as Document No. 94863126, in order to amend the description of the indebtedness secured by the Original Mortgage, as amended by the First Amendment (the "Second Amendment"); the Original Mortgage, as amended by the First Amendment and the Second Amendment, is referred to herein as the "Agreement"; and

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LEXIS Document Services
135 S. LaSalle St., Suite 226
Chicago, IL 60603
Phone: (312) 201-1273



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Debtor: Third Amendment to Mortgage, Assignm
Juris: Recorder of Deeds, Cook County, IL

OB# 4450467441

WHEREAS, Mortgagee has required, as a condition precedent to Mortgagee's extending additional financial accommodations to Mortgagor, that Mortgagor enter into this Third Amendment to (inter alia) amend the description of the indebtedness secured by the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Capitalized terms used herein without definition will have the meanings given such terms in the Agreement.
2. The recital paragraph of the Agreement is amended in its entirety to read and provide as follows:

"WHEREAS, the owner of 100% of the beneficial interest in the Trust (the "Beneficial Owner") is justly indebted to Mortgagee under a Replacement Term Note dated as of cover date herewith (the "Term Note") in the original principal amount of \$2,282,000 delivered in substitution for that certain Replacement Term Note dated as of May 25, 1994 in the original principal amount of \$672,222 in turn delivered in substitution for that certain Term Note IV in the original principal amount of One Million Dollars (\$1,000,000) dated as of May 25, 1989, pursuant to and in accordance with the term of a Third Amended and Restated Revolving Credit and Term Loan Agreement dated as of June 1, 1990 (the "Loan Agreement") between Mortgagor and Mortgagee, as amended (the Term Note, together with all renewals, amendments, refinancings, replacements and supplements thereof, therefor or thereto, being herein referred to as the "Note"); and the Beneficial Owner has executed and delivered to Mortgagee a Substitute Revolving Credit Note dated as of even date herewith in the original principal amount of \$2,000,000 (the "Revolving Note"); whereby Beneficial Owner promises to pay said principal sums, together with interest thereon, from the date thereof, as set forth therein, at the office of the Mortgagee, or at such other place as may be designated in writing by the legal holder thereof, until the entire principal balances and accrued interest thereon have been paid."

3. The paragraph of the Agreement immediately following the recital paragraph (beginning "NOW, THEREFORE ..." and preceding "TOGETHER WITH:") is amended in its entirety to read and provide as follows:

"NOW, THEREFORE, to secure the payment of the principal sum and interest thereon as evidenced by the Note and the Revolving Note, and any and all renewals, refinancings and replacements thereof and therefor, the performance of the covenants and agreements contained in this Mortgage, the Note, the Revolving Note and any other documents executed pursuant thereto, including without limitation the Loan Agreement (the "Other Documents"), and any advances made by Mortgagee as

provided herein, Mortgagor does by these presents grant, transfer, bargain, set over, remise, release, assign, alien, warrant, pledge, sell convey, and mortgage unto Mortgagee, its successors and assigns forever, the real estate described in Exhibit A attached hereto and made a part hereof (the "Real Estate") and all of Mortgagor's estate, right, title, and interest therein situated in the County of Cook and State of Illinois;"

4. References in the Agreement to the "Loan Agreement" shall hereafter be deemed to refer to the Third Amended and Restated Revolving Credit and Term Loan Agreement dated as of June 1, 1990 between Mortgagor and Mortgagee, as the same may be amended from time to time.
5. Terms used herein and in the Agreement in the plural shall be deemed to include the singular, and the singular, the plural.
6. The Mortgagor represents to the Mortgagee that:
 - a. On the date hereof, the Mortgagor is in compliance with all of the terms and provisions set forth in the Agreement (as modified by this Third Amendment) on its part to be observed or performed, and no event of default specified in Section 21 of the Agreement, nor any event which, upon notice or lapse of time, or both, would constitute such an event of default, has occurred.
 - b. On the date thereof, the representations set forth in the Agreement (as modified by this Third Amendment) are true and correct with the same effect as if such representations and warranties had been made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date.
7. The Agreement, as modified by this Third Amendment, is ratified and confirmed in all respect as though re-executed on the date hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Mortgagor and Mortgagee execute this Third Amendment as of the date first above written.

N/K/A Suburban Bank & Trust Co.

ST. PAUL TRUST, SUCCESSOR TRUSTEE TO BEVERLY TRUST COMPANY, SUCCESSOR TRUSTEE TO BEVERLY BANK & TRUST COMPANY, not individually but solely as Trustee under Trust Agreement dated August 9, 1979 and known as Trust No. 8-6520

Attest:

Trust Officer

By: Rosemary Ryan
Title: TRUST OFFICER

LASALLE BANK NATIONAL ASSOCIATION, formerly known as LASALLE NATIONAL BANK

By: [Signature]
Title: Commercial Banking Officer

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, understandings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Suburban Bank & Trust Company or any of the beneficiaries under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained either expressed or implied, all such personal liability if any, being expressly waived and released.

STATE OF Ill)
) SS
COUNTY OF Cook)

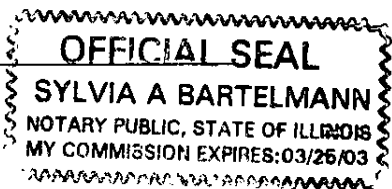
I, _____, a Notary Public, in said County, in the State aforesaid, do hereby certify that Rosmary MAZUR who is personally known to me to be the TRUST OFFICER N/A Suburban Bank & Trust Co. of St. Paul Trust, not individually, but solely as Trustee, and _____, who is personally known to me to be the _____ of said Bank, each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument in their respective capacities as _____ and _____ of said Bank, as their 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 Seal of Office this 23 day of June, 2000.

Sylvia A. Bartelmann
Notary Public

My commission expires:

SYLVIA BARTELMANN
TRUST DEPARTMENT
(Type in full name of Notary Public)



STATE OF IL)
) SS
COUNTY OF Cook)

I, V. Penevanda, a Notary Public in said County, in the State aforesaid, do hereby certify that Brian Dahmen, who is personally known to me to be a officer of LaSalle Bank National Association, and 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 acknowledge that he signed and delivered the said instrument in his capacity as officer of said bank, 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 Seal of Office this 28 day of June, 2000.

Virginia Penevanda
Notary Public

My Commission expires:

Virginia Penevanda
(Type in full name of Notary Public)

Return upon filing to:
Jeffrey M. Dalebroux
Rooks, Pitts and Poust
10 S. Wacker Drive
Suite 2300
Chicago, Illinois 60606



EXHIBIT A

That part of Lots 6, 7, and 8 of the Circuit Court Partition of the North West 1/4 of the North West 1/4 of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows: beginning at a point on the North line of said Section 5, and said being also in the North line of said Lot 8, 267.48 feet West of the North East corner of said North West 1/4 of the North West 1/4; thence South 10 Minutes 20 Seconds East, 604.78 feet to said North line of Section 5; thence East along said North line of Section 5, 187 feet to the place of beginning, except however the North 75 feet thereof falling in West Pershing Road (39th Street), in Cook County, Illinois.

Property Address: 1431 W. Pershing Road, Chicago, Illinois

P.I.N 20-051-101-015

Property of Cook County Clerk's Office