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2000-12-28 14:58:40
Cook County Recorder 43.00

PREPARED BY AND AFTER
RECORDING RETURN TO:

LaSalle Bank National Association
135 South LaSalle Street
Chicago, Illinois 60674
Attn: Duane Lindquist



0001018069

PERMANENT INDEX NUMBERS:

Described in Exhibits A - F

PROPERTY ADDRESSES:

Described in Exhibits A - F

MODIFICATION OF MORTGAGES AND
ASSIGNMENTS OF RENTS AND LEASES

This Agreement entered into as of November 5, 2000 by and between , LASALLE BANK NATIONAL ASSOCIATION, u/t/a dated 5/18/95 a/k/a Trust No. 119570 ("Mortgagor"), and LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE BANK N.A., a national banking association (the "Bank")(the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois 60603.

RECITALS:

A. Mortgagor, as successor Trustee or transferee executed the following described Mortgages and Assignments of Rents (collectively the "Mortgages") encumbering the following described Premises (collectively the "Premises"):

1. Mortgage, Assignments of Rent and Security Agreement dated 9/01/95 made by LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE NATIONAL BANK, u/t/a dated 5/18/95 a/k/a Trust No. 119570 to LASALLE BANK NATIONAL ASSOCIATION successor to COLUMBIA NATIONAL BANK OF CHICAGO, recorded 10/16/95 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 95703546 against property commonly described as 3342-56 South Justine, Chicago, Illinois and legally described on Exhibit A attached hereto, as modified by that certain Modification Agreement dated June 20, 1997, and recorded 8/14/97 in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 97593640.

2. Mortgage, Assignments of Rent and Security Agreement dated 3/22/95 made by LASALLE BANK NATIONAL ASSOCIATION as successor trustee to COLUMBIA NATIONAL BANK OF CHICAGO u/t/a dated 3/14/95 a/k/a Trust No. 01-4877 to LASALLE BANK NATIONAL ASSOCIATION successor to COLUMBIA

BOX 333-CTI

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NATIONAL BANK OF CHICAGO, recorded 3/28/95 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 95207873 against property commonly described as 1719 West 35th Street, Chicago, Illinois, as modified by that certain Modification Agreement dated June 20, 1997, and recorded 8/14/97 in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 97593640 and legally described on Exhibit B attached hereto, which property was conveyed by LASALLE BANK NATIONAL ASSOCIATION u/t/a dated 3/14/95 a/k/a Trust No. 01-4877 to LASALLE BANK NATIONAL ASSOCIATION u/t/a dated 5/18/95 a/k/a Trust No. 119570 pursuant to Trustee's Deed dated August 12, 1998 and executed on September 3, 1998, and recorded on September 4, 1998, as document No. 98794170.

3. Mortgage, Assignments of Rent and Security Agreement dated 1/26/95 made by LASALLE BANK NATIONAL ASSOCIATION successor trustee to COLUMBIA NATIONAL BANK OF CHICAGO, u/t/a dated 1/10/95 a/k/a Trust No. 01-4845 to LASALLE BANK NATIONAL ASSOCIATION successor to COLUMBIA NATIONAL BANK OF CHICAGO, recorded 2/15/95 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 95107773 against property commonly described as 3357 South Justine, Chicago, Illinois, as modified by that certain Modification Agreement dated June 20, 1997, and recorded 8/14/97 in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 97593640 and legally described on Exhibit C attached hereto, which property was conveyed by LASALLE BANK NATIONAL ASSOCIATION u/t/a dated 1/10/95 a/k/a Trust No. 01-4845 to LASALLE BANK NATIONAL ASSOCIATION u/t/a dated 5/18/95 a/k/a Trust No. 119570 pursuant to Trustee's Deed dated August 12, 1998 and executed on September 3, 1998, and recorded on September 4, 1998, as document No. 98794172.

4. Mortgage, Assignments of Rent and Security Agreement dated 1/26/95 made by LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE NATIONAL TRUST, N.A., u/t/a dated 1/29/91 a/k/a Trust No. 116075 to LASALLE BANK NATIONAL ASSOCIATION successor to COLUMBIA NATIONAL BANK OF CHICAGO, recorded 2/15/95 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 95107775 against property commonly described as 829 West 22nd Place, Chicago, Illinois, as modified by that certain Modification Agreement dated June 20, 1997, and recorded 8/14/97 in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 97593640 and legally described on Exhibit D attached hereto, which property was conveyed by LASALLE BANK NATIONAL ASSOCIATION u/t/a dated 1/29/91 a/k/a Trust No. 116075 to LASALLE BANK NATIONAL ASSOCIATION u/t/a dated 5/18/95 a/k/a Trust No. 119570 pursuant to Trustee's Deed dated August 12, 1998 and executed on September 3, 1998, and recorded on September 4, 1998, as document No. 98794168.

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5. Mortgage, Assignments of Rent and Security Agreement dated 3/18/96 made by LASALLE BANK NATIONAL ASSOCIATION successor trustee to COLUMBIA NATIONAL BANK OF CHICAGO, u/t/a dated 1/22/96 a/k/a Trust No. 01-5095 to LASALLE BANK NATIONAL ASSOCIATION successor to COLUMBIA NATIONAL BANK OF CHICAGO, recorded 3/26/96 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 96229937 against property commonly described as 3701 South Racine, Chicago, Illinois, as modified by that certain Modification Agreement dated June 20, 1997, and recorded 8/14/97 in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 97593640 and legally described on Exhibit E attached hereto, which property was conveyed by LASALLE BANK NATIONAL ASSOCIATION u/t/a dated 1/22/96 a/k/a Trust No. 01-5095 to LASALLE BANK NATIONAL ASSOCIATION u/t/a dated 5/18/95 a/k/a Trust No. 119570 pursuant to Trustee's Deed dated August 12, 1998 and executed on September 3, 1998, and recorded on September 4, 1998, as document No. 98794171.

6. Mortgage dated as of June 20, 1997 by and between Borrower and LASALLE BANK NATIONAL ASSOCIATION recorded on 8/14/99 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 97593639 against property commonly described as 3320-24 South Justine Avenue, Chicago, IL, and legally described on Exhibit F attached hereto, which property was conveyed by Borrower to Mortgagor pursuant to Trustee's Deed dated August 12, 1998 and executed on September 3, 1998, and recorded on September 4, 1998, as document No. 98794171.

7. Junior Mortgage and Assignment of Rent dated July 15, 1998 by LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE NATIONAL BANK, u/t/a dated 5/18/95 a/k/a Trust No. 119570 to LASALLE BANK NATIONAL ASSOCIATION recorded as of 12/11/98 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 08129650 against those properties described in Exhibits A - F attached hereto.

B. The Mortgages secure those certain "Note" and/or "Notes" (as defined in each Mortgage) and other obligations, liabilities and indebtedness described in the Mortgages (the "Existing Indebtedness");

C. Mortgagor desires hereby to amend the Mortgages to reference the additional indebtedness described herein.

D. NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

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1. Notes Secured. (a) The term "Note" or "Notes" shall, as defined in the Mortgages, include in addition to the Existing Indebtedness the following described notes (collectively the "Notes"):

- (i) A Replacement Revolving Note dated November 1, 2000, signed by Acme Refining Company (the "Borrower") in the principal amount of \$2,500,000.00;
- (ii) A Term Note dated November 1, 1999, signed by Borrower in the principal amount of \$387,781.87;
- (iii) A Term Note D dated November 5, 2000 signed by Borrower in the principal amount of \$756,000.00;
- (iv) A Term Note dated April 30, 1999, signed by Borrower in the original principal amount of \$1,200,000.00;
- (v) A Term Note dated November 30, 1998, signed by Borrower in the original principal amount of \$2,644,198.63;
- (vi) A Non-Revolving Master Equipment Note dated November 5, 2000, signed by Borrower in the original principal amount of \$850,000.00; and
- (vii) A Promissory Note dated June 27, 1997, signed by Borrower in the original principal amount of \$1,241,283.76.

(b) Mortgagor expressly agrees that the Mortgages secure the Notes, any and all extensions, renewals and modifications thereof and substitutions therefor, and any other sums, liabilities or indebtedness as set forth in the Mortgage.

2. Continuing Effect. All the terms of the Mortgages are hereby incorporated by reference herein, and the Mortgages, except as hereby modified, shall remain in full force and effect in all respects. Mortgagor, by execution of this Agreement, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgages.

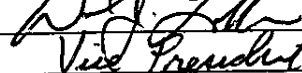
3. Trustee Exculpation. This Modification is executed by LaSalle Bank National Association not personally, but as trustee under Trust No. 119570, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said LaSalle Bank National Association hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the Note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LaSalle Bank National Association personally to pay said Notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or trustee under said Trust Deed, the legal owners or holders of the Notes, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LaSalle Bank National Association personally are concerned, the legal holders of the Notes

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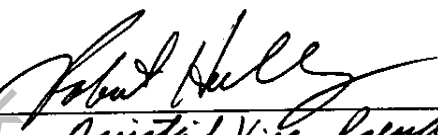
and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said Notes provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

IN WITNESS WHEREOF, this Agreement has been duly executed the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION,
u/t/a dated 5/18/95 a/k/a Trust No. 119570

By: 
Its: Vice President

LASALLE BANK NATIONAL ASSOCIATION

By: 
Its: Assistant Vice President

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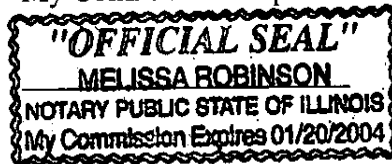
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Lanciotti of LASALLE BANK NATIONAL ASSOCIATION, as Trustee under Trust No. 119570; who is personally known to me to be the same person whose names is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of November, 2000.
Melissa Robinson
Notary Public

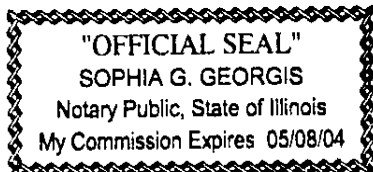
My Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROBERT HALLBERG of LASALLE BANK NATIONAL ASSOCIATION, who is personally known to me to be the same person whose names is subscribed to the foregoing instrument as such ANP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 14TH day of NOVEMBER, 2000.
Sophia G. Georgis
Notary Public



My Commission Expires:

5/8/04

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EXHIBIT A

LOTS 18, 19, 20, 21, 22, 23 AND 24 IN BLOCK 6 IN SUBDIVISION OF LOTS 31 AND 32 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address of Property: 3342-56 South Justine, Chicago, Illinois

Permanent Index Nos. 17-32-111-042, 043, 044, 045, 046, 047 and 048

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EXHIBIT B

LOTS 6, 7, 8, AND 9 IN BLOCK 1 IN BLOOM'S SUBDIVISION OF THE NORTH 1/2 OF BLOCK 22 (EXCEPT THE SOUTH 16 1/2 FEET THEREOF) IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Address of Property: 1719 West 35th Street, Chicago, Illinois

Permanent Index No. 17-31-405-003

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EXHIBIT C

A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 5 IN CORNELL, YOUNG AND SLOSSON'S SUBDIVISION FOR THE PURPOSES OF PARTITION OF LOTS 31 AND 32 IN THE ASSESSOR'S DIVISION OF PART OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (THIS POINT BEING THE INTERSECTION OF THE NORTH LINE OF WEST 34TH STREET, 66 FEET WIDE AND THE EAST LINE OF SOUTH JUSTINE STREET FORMERLY CHARLTON AVENUE, 66 FEET WIDE): THENCE EAST ALONG THE NORTH LINE OF WEST 34TH STREET, A DISTANCE OF 500 FEET TO A POINT; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SOUTH JUSTINE STREET, A DISTANCE OF 165 FEET TO A POINT; THENCE WEST AND PARALLEL TO THE NORTH LINE OF WEST 34TH STREET, A DISTANCE OF 30 FEET TO A POINT; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SOUTH JUSTINE STREET, A DISTANCE OF 90 FEET TO A POINT; THENCE WEST AND PARALLEL TO THE NORTH LINE OF WEST 34TH STREET, A DISTANCE OF 170 FEET TO A POINT; THENCE SOUTH AND PARALLEL THE EAST LINE OF SOUTH JUSTINE STREET, A DISTANCE OF 90 FEET TO A POINT; THENCE WEST AND PARALLEL TO THE NORTH LINE OF WEST 34TH STREET, A DISTANCE OF 300 FEET TO A POINT; THENCE SOUTH ALONG THE EAST LINE OF SOUTH JUSTINE STREET A DISTANCE OF 165 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 3357 South Justine, Chicago, Illinois

Permanent Index No. 17-32-112-016

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EXHIBIT D

PARCEL 1: LOTS 1 THROUGH 5, INCLUSIVE AND LOTS 18 THROUGH 24, INCLUSIVE IN BLOCK 2 IN THOMAS O'NEIL'S ADDITION TO CHICAGO IN THE SUBDIVISION OF THE EAST 8.36 ACRES OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 1, 2 AND 3 IN BLOCK 2 OF MRS. BRIDGETTE O'NEIL'S SUBDIVISION OF 4.80 ACRES OF THE WEST 1/2 OF THE EAST 16.72 ACRES OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 29, DESCRIBED IN PARCEL 1.

PARCEL 3. ALL THAT PART OF THE VACATED NORTH AND SOUTH ALLEY WHICH LIES WEST AND ADJOINING SAID LOTS 1 AND 5 IN BLOCK 2 IN THOMAS O'NEIL'S SUBDIVISION AND WHICH LIES EAST OF ADJOINING SAID LOT 24 IN BLOCK 2 IN THOMAS O'NEIL'S SUBDIVISION, SAID ALLEY VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 18466262 IN COOK COUNTY, ILLINOIS.

Address of Property: 829 West 22nd Place, Chicago, Illinois

Permanent Index Nos.: 17-29-202-004, 005, 006, 010, 012, 013, 033 and 034

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EXHIBIT E

LOTS 1 TO 9, LOT 10 (EXCEPT THE SOUTH 22.02 FEET THEREOF) LOT 39 (EXCEPT THE SOUTH 22.02 FEET THEREOF) LOTS 40 TO 48, AND THE VACATED ALLEY BETWEEN SAID LOTS IN THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address of Property: 3701 South Racine, Chicago, Illinois

Permanent Index Nos.: 17-32-401-001 through 019, 015 through 023 and 032, 034

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EXHIBIT F

LEGAL DESCRIPTION

LOTS 9 AND 10 IN BLOCK 6 IN PARTITION OF LOTS 31 AND 32 IN ASSESSORS DIVISION OF THE NORTHWEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Nos.: 17-32-111-033
17-32-111-034

Address of Property: 3320-24 South Justine Avenue
Chicago, Illinois