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Cook County Recorder

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**FIRST AMENDMENT TO  
MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES**

**THIS FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES** dated October 18, 1999 is made by LASALLE BANK NATIONAL ASSOCIATION, solely as Successor Trustee u/t/a dated November 25, 1986 and known as Trust No. 26-8147-00 ("Mortgagor"), in favor of LaSalle Bank National Association (*herein, with its successors and assigns, including each holder of the Mortgage Note hereinafter referred to, called the "Lender"*) and has reference to the following:

**WHEREAS**, Mortgagor and Lender have consented to the execution, delivery and recordation of a Mortgage and an Assignment of Rents and Leases both heretofore recorded in the office of the Cook County Recorder of Deeds Office dated March 12, 1993 and recorded on March 15, 1993, recordation numbers 93193319 and 93193319, which secure the real estate commonly known as 5214-20 North Western Avenue, Chicago, Illinois which Borrower hereby reaffirms in all respects;

**WHEREAS**, on October 18, 1999, Mortgagor executed and delivered to the Lender a certain Secured Term Note ( the "Note") in the original principal amount of Two Hundred Forty Four Thousand Four Hundred Seven and 76/100ths Dollars (\$244,407.76) ( the "Note"), a copy of which is attached as Exhibit A;

**WHEREAS**, the Note is a replacement and substitute, but not payment of, a certain promissory note made by Mortgagor to Lender dated as of an even date with the Mortgage and Assignment of Rents and Leases aforesaid;

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Prepared by and after recording  
return to:

Ronald L. Sandack  
Lowis & Gellen  
200 West Adams Street, Suite 1900  
Chicago, Illinois 60606

Property Common Address:

5214-20 North Western Ave.  
Chicago Illinois, 60625

**WHEREAS**, the indebtedness evidenced by the Note, including the principal thereof and interest and premium, if any thereon, and any extensions, substitutions and renewals thereof, in whole or in part, and any other sums which may be at any time due or owing or required to be paid hereunder or as provided in the Note, are herein called the "Liabilities."

**NOW, THEREFORE**, to secure payment of the Liabilities and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby reaffirm the grant, remise, release, alienation, conveyance and mortgage and the assignment of all rents and leases to Lender, its successors and assigns, of the real estate commonly known as 5214-20 North Western Avenue, Chicago, Illinois, as legally described as set forth on Exhibit B attached hereto.

**IN WITNESS WHEREOF**, this instrument is executed by Mortgagor as of the date and year first above written.

~~Trustee's Execution After Attached Hereto And Made A Part Hereof~~  
MORTGAGOR:

LASALLE BANK NATIONAL ASSOCIATION  
SOLELY AS SUCCESSOR TRUSTEE U/T/A DATED  
NOVEMBER 25, 1986 AND KNOWN AS TRUST  
NO. 26-8147-00 and not personally

By: Rosemary Collins  
Name: ROSEMARY COLLINS  
Title: VICE PRESIDENT

ATTEST:

By: Deborah Rem  
Name: Deborah Rem  
Title: ASSISTANT SECRETARY

RIDER ATTACHED TO AND MADE A PART OF

(TRANSFER AGREEMENT)  
MORTGAGE (EXTENSION AGREEMENT)  
(ADDITIONAL ADVANCE AGREEMENT)

( *First Amendment To Mortgage And Assignment of Rents And  
Leases* )

DATED 10-28-99 UNDER TRUST NO. 26-8147-00

This instrument is executed by **LASALLE BANK NATIONAL ASSOCIATION**, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by **LASALLE BANK NATIONAL ASSOCIATION** are undertaken by it solely as Trustee as aforesaid, and not individually and no personal liability shall be asserted to be enforceable against **LASALLE BANK NATIONAL ASSOCIATION** by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said **LASALLE BANK NATIONAL ASSOCIATION**, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon **LASALLE BANK NATIONAL ASSOCIATION**, personally or as said Trustee to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said **LASALLE BANK NATIONAL ASSOCIATION** personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

## TRUSTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS     )  
                                      )SS  
COUNTY OF COOK     )

I, Melissa Garcia, a Notary Public in and for the County and State aforesaid do hereby certify that ROSEMARY COLLINS and Deborah Berg the VICE PRESIDENTS and ASSISTANT SECRETARY respectively, of LaSalle Bank National Association, not personally, but solely as Trustee u/t/a dated November 25, 1986 and known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, not personally but solely as Trustee under Trust No. 26-8147-00 for the uses and purposes therein set forth and that the said ASSISTANT SECRETARY did then affix the seal of LaSalle Bank National Association his/her own free and voluntary act and the free and voluntary act of said bank not personally but as Trustee aforesaid for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13 day of January 2000 October 1999.

Melissa Garcia

Notary Public

My Commission Expires:



LASALLE BANK NATIONAL ASSOCIATION  
SECURED TERM NOTE

\$244,407.76  
Chicago, Illinois

Date: October \_\_, 1999  
Due: October 15, 2003

COPY

FOR VALUE RECEIVED, the undersigned ("Borrower"), promises to pay to the order of LASALLE BANK NATIONAL ASSOCIATION ("Bank"), at its place of business 135 South LaSalle Street Chicago, Illinois, 60603, or such other place as Bank may designate from time to time hereafter, the principal sum of Two Hundred Forty Four Thousand Four Hundred Seven and 76/100ths Dollars (\$244,407.76) Beginning on November 15, 1999 and continuing on the same day of each calendar month thereafter until the Maturity Date (as defined herein), Borrower shall make monthly payments of principal and interest in the amount of Six Thousand Eighty-Two and 10/100ths Dollars (\$6,082.10) to Bank. The final payment of all then outstanding principal and interest shall be due Bank on or before October 15, 2003 (the "Maturity Date"). All payments received hereunder shall be first applied to interest due and the balance, if any, to principal. Borrower's obligations under this Note shall be defined and referred to herein as "Borrower's Liabilities."

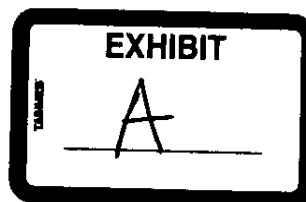
Borrower may prepay at any time without penalty all or part of the principal, together with accrued interest on the amount so prepaid. All prepayments shall be applied upon installments of the most remote maturity.

Borrower's Liabilities unpaid from time to time shall bear interest (*computed on the basis of a 360 day year and actual days elapsed*) until paid at a per annum rate of nine percent (9%). Thus, interest shall be calculated for each day at 1/360th of the per annum rate. Interest accruing prior to the Maturity Date shall be payable, concurrently with monthly principal payments, by Borrower to Bank monthly at Bank's principal place of business, or at such other place as Bank may designate from time to time hereafter. All unpaid interest on Maturity Date shall be paid with the outstanding principal amount of Borrower's Liabilities due hereunder.

Borrower agrees to pay "late charges" of four percent (4%) of the amount of any payment due hereunder which is fifteen (15) days or more in arrears. Upon the occurrence of an Event of Default which is not cured within any applicable due period, interest on the unpaid principal balance shall accrue at the per annum rate of 15%, without notice to Borrower.

Reference is made to that certain Second Loan Modification Agreement executed between Borrower and Bank dated as of October \_\_, 1999 and all documents referenced therein, including but not limited to, a certain Mortgage dated March 12, 1993 (collectively, the "Loan Agreement"). The Loan Agreement sets forth the terms and conditions under the loan evidenced hereby has been made, is secured and is to be repaid. The occurrence of an "Event of Default" (as defined in the Loan Agreement) shall constitute a default under this Note. Reference is also made to the Loan Agreement for a statement of Bank's remedies upon the occurrence of an Event of Default. The terms and conditions of the Loan Agreement are incorporated herein by reference in their entirety.

If any payment becomes due and payable on a Saturday, Sunday or legal holiday under the



laws of the State of Illinois, the due date of such payment shall be extended to the next business day. If the date for any payment of principal is thereby extended or is extended by operation of law or otherwise, interest thereon shall be payable at the then applicable interest rate for such extended time.

Borrower warrants and represents to Bank that Borrower shall use the proceeds represented by this Note solely for proper business purposes, and consistently with all applicable laws and statutes.

Upon the occurrence of an Event of Default, Bank may, in its sole discretion, upon notice to Borrower:

- (a) declare all of Borrower's Liabilities due and payable immediately; and
- (b) exercise any one or more of the rights and remedies accruing to it under: (i) the Loan Agreement; (ii) the Uniform Commercial Code of the relevant jurisdiction; and (iii) any other applicable law upon default by a debtor.

All of Bank's rights and remedies under this Note are cumulative and non-exclusive. The acceptance by Bank of any partial payment made hereunder after the time when any of Borrower's Liabilities become due and payable will not establish a custom, or waive any rights of Bank to enforce prompt payment thereof. Bank's failure to require strict performance by Borrower of any provision of this Note shall not waive, affect or diminish any right of Bank thereafter to demand strict compliance and performance therewith. Any waiver of an Event of Default hereunder shall not suspend, waive or affect any other Event of Default hereunder. Borrower and every endorser waive presentment, demand and protest and notice of presentment, protest, default, non-payment, maturity, release, compromise, settlement, extension or renewal of this Note, and hereby ratify and confirm whatever Bank may do in this regard. Borrower further waives any and all notice or demand to which Borrower might be entitled with respect to this Note by virtue of any applicable statute or law (*to the extent permitted by law*).

Borrower agrees to pay, upon Bank's demand therefor, any and all reasonable costs, fees and expenses (*including attorneys' fees, costs and expenses*) incurred in enforcing any of Bank's rights hereunder, and to the extent not paid the same shall become part of Borrower's Liabilities hereunder. Borrower's liability for all reasonable expenses and fees hereunder shall also extend to the collection of any judgment which shall result from Bank's enforcement of its rights and remedies hereunder. The obligations of Borrower set forth in this Note shall be continuing and shall not be merged into any judgment entered based upon this Note.

If any provision of this Note or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Note and the application thereof to other parties or circumstances will not be affected thereby, the provisions of this Note being severable in any such instance.

This Note is submitted by Borrower to Bank at Bank's principal place of business and shall be deemed to have been made thereat. This Note shall be governed and controlled by the laws of the



State of Illinois as to interpretation, enforcement, validity, construction, effect, choice of law and in all other respects. Any notice required hereunder shall be sent to Borrower via hand delivery or registered or certified U.S. mail, return receipt requested, sent to the address listed below (*or any different address specified by Borrower in writing to Bank*) and shall be deemed served on the date hand delivered or two (2) days after mailing the notice if served by registered or certified mail.

No modification, waiver, estoppel, amendment, discharge or change of this Note or any related instrument shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, estoppel, amendment, discharge, or change is sought.

BORROWER AND BANK IRREVOCABLY AGREE THAT, ALL ACTIONS OR PROCEEDINGS IN ANY WAY OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS NOTE SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. BORROWER AND BANK HEREBY CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE, OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE AND WAIVE ANY OBJECTION THEY MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING HEREUNDER.

BORROWER AND BANK IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS NOTE OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith; OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS NOTE OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

BORROWER:

LASALLE BANK NATIONAL ASSOCIATION,  
solely as Trustee u/t/a dated November 25,  
1986 and known as Trust No. 26-814-00

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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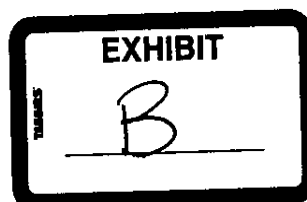
LEGAL DESCRIPTION

Lots 14 and 15 in Greenhoff's Resubdivision of the Berwyn-Western Subdivision, being a Subdivision of part of the South East 1/4 of the South East 1/4 of the Northeast 1/4 of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Said premises are more commonly known as: 5214-20 North Western Avenue, Chicago, Illinois 60625.

P.I.N.: 13-12-233-032 (affects Lot 15) and 13-12-234-008 (affects Lot 14), Volume 332

Property of Cook County Clerk's Office



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