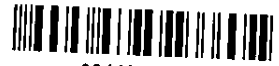


UNOFFICIAL COPY 0011083446

9037/0312 07 001 Page 1 of 7  
2001-11-16 14:39:48  
Cook County Recorder 33.00



0011083446

This instrument was prepared by and should be mailed to:  
Michael L. Weissman  
McBride Baker & Coles  
500 W. Madison Street  
40th Floor  
Chicago, IL 60661

7857698 559 AL

Property of Cook County Clerk's Office

7

FIRST MODIFICATION TO JUNIOR MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT BY AND BETWEEN LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1978 AND KNOWN AS TRUST NO. 25-3330 AND CFB BANK

(Securing present and future advances)

Dated as of October 31, 2001

Premises located at:

1515 North State Parkway  
Chicago, Illinois

PIN No:

17-03-100-005

BOX 333-CT7

UNOFFICIAL COPY

Property of Cook County Clerk's Office

701-234-1234

# UNOFFICIAL COPY

## FIRST MODIFICATION TO JUNIOR MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS FIRST MODIFICATION TO JUNIOR MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (hereinafter referred to as this "Modification"), made as of the 31st day of October, 2001 by LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TO AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee under a Trust Agreement dated May 1, 1978 and known as Trust No.25-3330 (hereinafter referred to as "Mortgagor") to CIB BANK (hereinafter referred to as "Mortgagee");

### W I T N E S S E T H :

WHEREAS, the Mortgagee and Marl III Holding Company ("Marl") entered into a Loan and Security Agreement dated as of December 29, 1999 (the "Original Loan Agreement") pursuant to which the Mortgagee agreed, on certain terms and subject to certain conditions, to make loans to Marl (the "Loan"); and

WHEREAS, pursuant to the Loan Agreement, Marl and Mortgagor have collectively executed certain notes in the aggregate amount of FIVE MILLION EIGHT HUNDRED THOUSAND AND NO/100 (\$5,800,000.00) (collectively called the "Notes"); and

WHEREAS, the Notes are secured by a Junior Mortgage, Security Agreement and Financing Statement dated December 29, 1999, executed by Mortgagor to Mortgagee and recorded with the Cook County Recorder's Office as Document Number ~~2000-01-04~~. 00007400

WHEREAS, Mortgagor and Mortgagee have agreed to modify the terms of the Junior Mortgage, Security Agreement and Financing Statement;

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

1. Paragraph 32 is deleted and the following Paragraph 32 is substituted in its place:

32. Additional Advances: This Junior Mortgage is given, to secure not only presently existing Indebtedness under the Loan Documents, but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee or otherwise, as are made within twenty (20) years from the date hereto, to the same extent as if such future advances were made on the date of the execution of this Junior Mortgage, although there may be no advance made at the time of execution of this Junior

# UNOFFICIAL COPY

Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Junior Mortgage shall be valid as to all Indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's office of the county in which the Mortgaged Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby (including disbursements that the Mortgagee, may, but shall not be obligated to, make under this Mortgage, the Loan Documents, or any other document with respect thereto) at any one time outstanding may be substantially less but shall not exceed TEN MILLION AND NO/100 DOLLARS (10,000,000.00), plus interest thereon, and any disbursements made for payment of taxes, special assessments, or insurance on the Mortgaged Property and interest on such disbursements, and all disbursements by Mortgagee pursuant to 735 ILCS 5/15-1302(b)(5) (all such Indebtedness being hereinafter referred to as the maximum amount secured hereby). This Junior Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Property given priority by law.

3. Mortgagor and Mortgagee hereby acknowledge and agree that the modifications contained herein shall in no manner affect or impair the liens and security interests created by the Junior Mortgage, Security Agreement and Financing Statement, which liens and security interests are hereby acknowledged by Mortgagor to be valid and subsisting, and all of the terms and provisions of the Junior Mortgage, Security Agreement and Financing Statement shall be and remain in full force and effect as therein written except as modified hereby. Mortgagor acknowledges and agrees that there are no defenses, counterclaims or offsets to the Junior Mortgage, Security Agreement and Financing Statement.

THIS FIRST MODIFICATION is executed by the undersigned Trustee, not personally but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreements, for the purpose of binding it personally, but this instrument is executed and delivered by LaSalle Bank National Association, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in the

11083446

# UNOFFICIAL COPY

Notes contained, either express or implied, all such personal liability, if any, being hereby expressly waived and released by the Mortgagee or holder or holders of said Notes, and by all persons claiming by or through or under said parties or the holder or holders, owner or owners of the Notes and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that LaSalle Bank National Association, as Trustee under a Trust Agreement dated May 1, 1978 and known as Trust No.25-3330, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein contained.

IN WITNESS WHEREOF, LaSalle Bank National Association, not personally but as Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION,  
as Trustee under a Trust Agreement  
dated May 1, 1978 and known as  
Trust No.25-3330 and not personally

ATTEST:

Attestation not required by  
LaSalle Bank National Association  
BY: Bylaws  
Its: \_\_\_\_\_

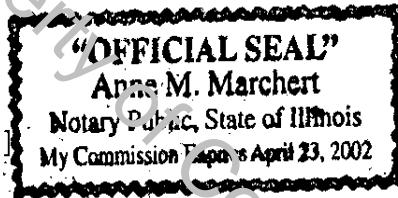
By: Rebecca A. Edwards  
Its: TRUST OFFICER

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF C O O K    )

On this 14<sup>th</sup> day of November, 2001 before me, the undersigned officer, personally appeared BETA A. EDWARDS and \_\_\_\_\_, who acknowledged themselves to be the TRUST OFFICER and \_\_\_\_\_, respectively, of LaSalle Bank National Association, a national banking association, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Anne M. Marchert  
Notary Public  
My Commission expires \_\_\_\_\_

[NOTARIAL SEAL]

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

This document was prepared by Michael L. Weissman, McBride Baker & Coles, 500 West Madison Street, 40th Floor, Chicago, Illinois 60661-2511

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT A  
to  
FIRST MODIFICATION OF JUNIOR MORTGAGE,  
SECURITY AGREEMENT AND FINANCING STATEMENT

Legal Description of the Premises:

The North 18.5 feet of Lot 28 and the South 11.5 feet of Lot 29 in Block 2 in Catholic Bishop of Chicago's Lake Shore Drive Addition, being a subdivision of the North 18.83 chains of the fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, City of Chicago, County of Cook, State of Illinois.

Property of Cook County Clerk's Office

11083446



UNOFFICIAL COPY

Property of Cook County Clerk's Office