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2001-11-29 09:37:18

Cook County Recorder 29.00

PREPARED BY AND AFTER
RECORDING RETURN TO:



LaSalle Bank National Association
4747 W. Irving Park Road
Chicago, Illinois 60641
Attn: William Cesario

PERMANENT INDEX NUMBERS:

13-15-310-031
13-15-310-008
13-31-103-005

PROPERTY ADDRESS:

4201 N. Kilpatrick and
6941 W. Grand Avenue
Chicago, Illinois

7398421 02
2 AF 3

SECOND MODIFICATION AND SPREADER
OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

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This Agreement entered into as of November 15, 2001 by and between LASALLE BANK NATIONAL ASSOCIATION (as successor trustee to LaSalle National Trust, N.A.), a national banking association, not personally but solely as trustee under trust agreement dated October 26, 1987 and known as Trust No. 26-10-084000-8-00 (the "Mortgagor") and LASALLE BANK NATIONAL ASSOCIATION (formerly known as LaSalle Northwest National Bank), a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois 60603.

RECITALS:

A. Mortgagor executed a Mortgage (the "Mortgage") dated October 16, 1992 and recorded on November 6, 1992 as Document No. 92828183 in the Office of the Cook County Recorder of Deeds (the "Recorder's Office"), as modified by a First Modification of Mortgage and Assignment of Rents and Leases dated October 9, 1997 and recorded on February 8, 2000 as Document No. 00098338 with the Recorder's Office and encumbering certain property commonly known as 4201 North Kilpatrick, Chicago, Illinois (the "Kilpatrick Property") and as more particularly described as Parcels 1, 2 and 3 on Exhibit A attached hereto.

B. The Mortgagor executed an Assignment of Rents and Leases (the "Assignment") dated October 16, 1992 and recorded on October 27, 1993 as Document No. 93-865290 in the Recorder's Office, as modified, and relating to the Kilpatrick Property.

BOX 333-CTI

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C. The Mortgage and Assignment secure the that certain Promissory Note dated October 16, 1992 from the Mortgagor in the original principal amount of Nine Hundred Thirty Seven Thousand Dollars (\$937,000), as modified by a Modification Note dated October 9, 1997 in the principal amount of Nine Hundred Thousand Dollars (\$900,000) and as modified by a Modification Note of even date hereof in the principal amount of One Million One Hundred Nineteen Thousand Eight Hundred Twelve Dollars (\$1,119,812) (collectively, which such note, together with any and all extensions, renewals and modifications thereof and substitutions therefor, is referred to herein as the "Note").

D. The Mortgagor desires hereby to amend the Mortgage and the Assignment to encumber an additional parcel of land owned by the Mortgagor and commonly known as 6941 W. Grand Avenue, Chicago, Illinois and described as Parcel 4 on Exhibit A attached hereto (the "Grand Avenue Property").

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

1. Note Secured. (a) The term "Note", as defined in each of the Mortgage and Assignment, is hereby amended to be the Note as defined herein.

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

2. Additional Mortgaged Premises. Exhibit A to the Mortgage is hereby replaced in its entirety by Exhibit A attached hereto, and the lien of the Mortgage is hereby extended to encumber the Grand Avenue Property in addition to the Kilpatrick Property initially encumbered by the lien of the Mortgage.

3. Continuing Effect. All the terms of the Mortgage and Assignment are hereby incorporated by reference herein, and the Mortgage and Assignment, 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 Mortgage and Assignment.

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4. Exculpation. This Second Modification and Spreader of Mortgage and Assignment of Rents and Leases is executed by LASALLE BANK NATIONAL ASSOCIATION, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and the trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the trustee personally hereunder, or to perform any covenant either express or implied herein contained, all such liability, of any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and the trustee personally are concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises secured by the Mortgage for the payment thereof, by the enforcement of the lien created thereby, in the manner herein and in the Note provided or by action to enforce the personal liability of any other maker of the Note, any guarantor or other obligor of the indebtedness secured hereby.

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

LASALLE BANK NATIONAL
ASSOCIATION, as trustee as aforesaid
and not personally

By: *Debra Edwards*
Its: TRUST OFFICER

LASALLE BANK NATIONAL
ASSOCIATION

By: *John G. [Signature]*
Its: *Trust Officer*

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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 **RETA A. EDWARDS** of LASALLE BANK NATIONAL ASSOCIATION (as successor trustee to LaSalle National Trust, N.A.), who is personally known to me to be the **TRUST OFFICER**, appeared before me this day in person and acknowledged 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, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of November, 2001



[Signature]
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 SHARON L. COLLIER of LASALLE BANK NATIONAL ASSOCIATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such he, 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 16 day of Nov, 2001

[Signature]
Notary Public

My Commission Expires: _____



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EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 TO 14, INCLUSIVE, IN BLOCK 4 IN DICKINSON'S SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S LANDS (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD) IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 10 TO 14, INCLUSIVE (EXCEPTING THOSE PARTS OF LOTS 13 AND 14 DEDICATED FOR PUBLIC ALLEY) IN BLOCK 54 IN LOMBARD'S ADDITION TO MONTROSE, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WEST OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE EAST AND WEST VACATED PUBLIC ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 10 TO 13, BOTH INCLUSIVE, IN BLOCK 54 OF LOMBARD'S ADDITION TO MONTROSE, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WEST OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, LYING SOUTH AND SOUTHEASTERLY OF AND ADJOINING THE SOUTH AND SOUTHEASTERLY LINES, RESPECTIVELY, OF LOT 14 IN BLOCK 4 OF DICKINSON'S SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO AND NORTH WESTERN RAILWAY CO'S LAND, EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, AND LYING WESTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF SAID LOT 14 IN BLOCK 4 OF DICKINSON'S SUBDIVISION AFORESAID MENTIONED, PRODUCED SOUTHEASTERLY TO THE NORTH LINE OF SAID LOT 13 IN BLOCK 54 OF LOMBARD'S ADDITION TO MONTROSE AFOREMENTIONED, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 3 IN BLOCK 3 IN MONT CLARE, BEING A SUBDIVISION IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property address: 4201 N. Kilpatrick and 6941 W. Grand Avenue
Chicago, Illinois

Property index numbers: 13-15-310-001, 13-15-310-008 and 13-31-103-005

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