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12/17/01 54 001 Page 1 of 9
2002-02-11 11:12:12
Cook County Recorder 37.00

prepared by

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Foothill Capital Corporation
2450 Colorado Avenue
Suite 3000 West
Santa Monica, CA 90404
Attention: Business Finance Division Manager



0020168851

9 JW

**AMENDMENT NUMBER ONE TO
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

D1 7891 108 JB

This AMENDMENT NUMBER ONE TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Amendment") is made and entered into as of this 14th day of November, 2001, by and between GREYHOUND LINES, INC., a Delaware corporation (the "Trustor"), and FOOTHILL CAPITAL CORPORATION, a California corporation (the "Beneficiary"), with reference to the following facts:

WITNESSETH

WHEREAS, the Trustor and the Beneficiary have previously entered into that certain Loan and Security Agreement, dated as of October 24, 2000 (the "Loan Agreement"), whereby the Beneficiary agreed to make certain financial accommodations available to the Trustor in the amounts and on the terms specified therein (collectively, the "Loan"); and

WHEREAS, the Loan is secured by, *inter alia*, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing described on Exhibit "A" attached hereto and incorporated hereby (the "Mortgage"), which such Mortgage encumbers the property described on Exhibit "B" attached hereto and incorporated hereby; and

WHEREAS, the Trustor and the Beneficiary are concurrently herewith entering into that certain Amendment Number One to Loan and Security Agreement (the "Loan Agreement Amendment"), which such agreement amends the Loan Agreement; and

WHEREAS, the parties desire to amend the Mortgage, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgage is hereby amended as follows:

1. The terms "Loan and Security Agreement" and "Loan Agreement" as used in the Mortgage shall hereafter refer to the Loan Agreement as amended by the Loan Agreement

BOX 333-CTT

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Amendment, together with all amendments, restatements, modifications, supplements, extensions and/or renewals thereof.

2. The Trustor waives, to the maximum extent permitted by applicable law, any rights it may have under applicable law relating to the prohibition of the obtaining of deficiency judgment by the Beneficiary against the Trustor.

3. The Trustor hereby reaffirms all of the terms, provisions, covenants, warranties, representations and agreements contained in the Mortgage as modified by this Amendment.


4. Except as expressly modified in this Amendment, all of the terms, provisions, covenants, warranties, representations and agreements contained in the Mortgage are, and shall remain, in full force and effect.

[remainder of page left blank intentionally]

5. This Amendment may be executed in one or more counterparts, which, when executed by all parties, shall constitute one complete original and shall be binding on the parties hereto.

"Trustor"

GREYHOUND LINES, INC.,
a Delaware corporation

By: 
Print Name: Jeff Sanders
Its: SVP-CEO

Approved as to form
By: 
Attorney 11/10/02

"Beneficiary"

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: _____
Print Name: _____
Its: _____

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5. This Amendment may be executed in one or more counterparts, which, when executed by all parties, shall constitute one complete original and shall be binding on the parties hereto.

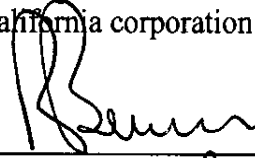
"Trustor"

GREYHOUND LINES, INC.,
a Delaware corporation

By: _____
Print Name: _____
Its: _____

"Beneficiary"

FOOTHILL CAPITAL CORPORATION,
a California corporation

By:  _____
Print Name: ROBERT BERNIER
Its: VP _____

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20168851

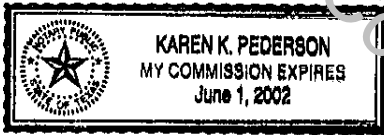
STATE OF Texas)
) ss.
COUNTY OF Dallas)

On January 10, 2001⁽²⁾ before me, the undersigned, a notary public in and for said State, personally appeared Jeffrey Sanders personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Karen K. Pederson
Notary Public

[SEAL]



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Exhibit "A"

20168851

DESCRIPTION OF RECORDED DOCUMENTS

1. MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated October 24, 2000 and recorded on January 2, 2001 in the Official Records of Cook County, State of Illinois as instrument no. 0010003350.

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20168851

EXHIBIT A

7891108

SITE NO. 45

PARCEL 1:

Lots 7 and 8 (except the North 26 feet of said lots) Lots 11 to 14 both inclusive, 17, 18, 19 and the North $\frac{1}{2}$ of Lot 20 and all of Lot 24 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 1 to 4 both inclusive in Berdel and Maurer's Subdivision of Lot 23 and the South $\frac{1}{2}$ of Lot 20 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Lot 9 (except the North 26 feet thereof), Lots 10, 15 and 16 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

Lots 1 to 5 in Assessor's Division of Lots 21 and 22 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

All that part of vacated South Law Avenue lying West of and adjoining the West line of Lots 8, 11, 14, 17 and 20 in Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian lying West of and adjoining the West line of Lot 4 in Berdel and Maurer's Subdivision of Lot 23 and the South $\frac{1}{2}$ of Lot 20 in Block 30 in said School Section Addition lying East of and adjoining the East line of Lots 9, 10, 15 and 16 in Subdivision of Block 30 in School Addition to Chicago aforementioned, lying East of and adjoining the East line of Lot 5 in Assessor's Division of Lots 21 and 22 in Block 30 in School Section Addition to Chicago aforementioned, and lying South of and adjoining a line drawn from a point on the West line of said Lot 8 which is 26 feet South of the Northwest corner

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20168851

thereof to a point on the East line of said Lot 9 which is
26 feet South of the Northeast corner thereof, in Subdivision of
Block 30 in School Section Addition to Chicago aforementioned all
in Cook County, Illinois.

Permanent Tax Numbers: 17-16-125-005 Volume: 591
17-16-126-012

PROPERTY ADDRESS: 630 W. HARRISON, Chicago, Illinois

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