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2/17/00 10:45:00 Page 1 of 7  
2002-04-04 09:00:22  
Cook County Recorder 33.00

THIS DOCUMENT WAS PREPARED BY,  
AND AFTER RECORDING, RETURN TO:



Gary K. Fordyce, Esq.  
ABN AMRO North America, Inc.  
135 South La Salle Street, Suite 925  
Chicago, Illinois 60603

PERMANENT TAX INDEX NUMBER:

17-09-227-013-0000

PROPERTY ADDRESS:

18 West Ontario  
Chicago, Illinois 60610  
*\*LaSalle Bank National Association formerly  
known as LaSalle National Bank  
as Successor Trustee*

SECOND AMENDMENT TO  
MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT  
AND ASSIGNMENT OF RENTS AND LEASES

This SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES dated as of February 6, 2002 (the "Second Amendment") by and among LASALLE BANK NATIONAL ASSOCIATION, a national banking association, whose address is 135 South La Salle Street, Suite 2500, Chicago, Illinois 60603, not personally but solely as Successor Trustee (the "Mortgagor") to Columbia National Bank of Chicago, under a Trust Agreement dated February 18, 1987 and known as Trust No. 01-2502 (the "Trust Agreement"), DIANE B. MACWILLIAMS (the "Beneficiary"), whose address is c/o Quicksilver Associates., Inc., 18 West Ontario, Chicago, Illinois 60610, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, formerly known as LaSalle National Bank (the "Mortgagee"), whose address is 135 South La Salle Street, Suite 1725, Chicago, Illinois 60603.

RECITALS:

A. The Mortgagor has previously executed and delivered to the Mortgagee that certain Mortgage, Security Agreement and Financing Statement dated as of December 6, 1993 and recorded on February 22, 1994 as Document No. 94169497 with the Office of the Recorder of Deeds of Cook County, Illinois (the "Original Mortgage"), as modified and amended by that certain First Amendment to Mortgage, Security Agreement and Financing Statement dated as of February 6, 1997 and recorded on April 7, 1997 as Document No. 97239170 with the Office of the Recorder of Deeds of Cook County, Illinois (the "First Amendment"; the Original Mortgage as modified and amended by the First Amendment being collectively referred to herein as the "Mortgage"), which Mortgage encumbers certain real property commonly known as 18 West

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Ontario Chicago, Illinois 60610, and as more particularly described in Exhibit "A" attached hereto (the "Premises").

B. The Mortgagor and the Beneficiary have previously jointly and severally executed and delivered to the Mortgagee that certain Assignment of Rents and Leases dated as of December 6, 1993 and recorded on February 22, 1994 as Document No. 94169497 with the Office of the Recorder of Deeds of Cook County, Illinois April 9, 1992 from the Mortgagor to the Mortgagee and recorded as Document No. 92244748 with the Office of the Recorder of Deeds of Cook County, Illinois, as modified and amended by the First Amendment (collectively, the "Assignment of Rents"), which Assignment of Rents relates to and encumbers the Premises.

C. The Mortgage and Assignment of Rents secure, among other things, that certain Note dated as of December 6, 1993 in the original principal amount of Three Hundred Seventy Five Thousand and 00/100 Dollars (\$375,000.00), executed by the Beneficiary and payable to the order of the Mortgagee, as extended by that certain Extension Note dated as of February 6, 1997 in the principal amount of Three Hundred Fifty Eight Thousand One Hundred Ninety Four and 57/100 Dollars (\$358,194.57), executed by the Beneficiary and payable to the order of the Mortgagee, together with any and all extensions, renewals and modifications of said indebtedness and any and all substitutions therefor (collectively, the "Original Note").

D. The Beneficiary has requested, and the Mortgagee has agreed, to again extend the term of the Original Note, and to correspondingly amend certain provisions of the Mortgage and the Assignment of Rents as provided for herein.

NOW, THEREFORE, in consideration of the foregoing, the Mortgagor, the Beneficiary and the Mortgagee hereby agree as follows:

## AGREEMENTS:

1. Definitions. Capitalized words and phrases not otherwise defined herein shall have the respective meanings assigned thereto in the Mortgage.

2. Obligations Secured. The Mortgage and the Assignment of Rents secure the obligations and liabilities of the Beneficiary and/or the Mortgagor to the Mortgagee under and pursuant to:

(a) that certain Note dated as of December 6, 1993 in the original principal amount of Three Hundred Seventy Five Thousand and 00/100 Dollars (\$375,000.00), executed by the Beneficiary and payable to the order of the Mortgagee, as modified and/or extended by that certain: (i) Extension Note dated as of February 6, 1997 in the principal amount of Three Hundred Fifty Eight Thousand One Hundred Ninety Four and 57/100 Dollars (\$358,194.57), executed by the Beneficiary and payable to the order of the Mortgagee, and (ii) Modification and Extension Note dated as of February 6, 2002 in the principal amount of Three Hundred Thirty Two Thousand Nine Hundred Twenty Nine and 75/100 Dollars (\$332,929.75), executed by the Beneficiary and payable to the order of the Mortgagee (collectively, the "Note"), in and by which Note the Beneficiary

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promises to pay the principal sum thereof, together with prepayment premium, if any, and interest thereon prior to maturity or the occurrence of a Default (as defined in the Mortgage) at the rate of seven and thirty nine one-hundredths percent (7.39%) per annum (the "Interest Rate"), and following maturity or the occurrence of a Default at the greater from time to time of (i) the rate of interest announced from time to time by the Mortgagee as its Prime Rate plus three percent (3.00%) per annum, or (ii) the Interest Rate plus three percent (3.00%) per annum;

(b) any and all extensions, renewals and modifications of the Note and any and all substitutions or replacements for the Note; and

(c) and any other sums, liabilities or indebtedness as set forth in either the Mortgage or the Assignment of Rents.

3. Note. The term "Note" as defined in the Mortgage and the Assignment of Rents is hereby modified and amended to refer to all the respective obligations and liabilities of the Beneficiary and/or the Mortgagor to the Mortgagee set forth in Section 2 above, including but not limited to, the Original Note, as modified and extended by the Extension Note.

4. Mortgage. The term "Mortgage" as defined in the Assignment of Rents is hereby modified to refer to that certain Mortgage, Security Agreement and Financing Statement dated as of December 6, 1993, executed by the Mortgagor to and for the benefit of the Mortgagee, and recorded on February 22, 1994 as Document No. 94169497 with the Office of the Recorder of Deeds of Cook County, Illinois, as modified and amended by that certain First Amendment to Mortgage, Security Agreement and Financing Statement dated as of February 6, 1997, executed by and among the Mortgagor, the Beneficiary and the Mortgagee, and recorded on April 7, 1997 as Document No. 97239170 with the Office of the Recorder of Deeds of Cook County, Illinois, and as further modified and amended by this Second Amendment and any and all further modifications or amendments thereto.

5. Joinder by Beneficiary. The Beneficiary hereby covenants and agrees to be bound by, and to be deemed to have entered into and made, all of Trustee's representations, warranties, covenants, agreements and obligations under the Mortgage (which shall constitute representations, warranties, covenants, agreements and obligations of the Beneficiary, notwithstanding the Trustee's exculpation provisions contained in the Mortgage and in Section 7 of this Second Amendment), including, without limitation, the waiver of the right of redemption pursuant to Section 25 of the Mortgage, with the same force and effect as if they were fully set forth herein verbatim.

6. Continuing Effect. All the terms of the Mortgage and the Assignment of Rents are hereby incorporated by reference herein, and the Mortgage and the Assignment of Rents, except as hereby modified and amended, shall remain in full force and effect in all respects. The Mortgagor and the Beneficiary, by execution of this Second Amendment, hereby reaffirm, assume and bind themselves to all of their respective obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and/or the Assignment of Rents.

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7. Trustee's Exculpation. This Second Amendment is executed by LaSalle Bank National Association (the "Trustee"), not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Premises and has no agents, employees or control over the management of the Premises and no knowledge or of other factual matters except as represented to the Trustee by the Beneficiary. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Second Amendment, all such liability being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder; and the owner of any of the Indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate or the Premises conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner in the Mortgage and in the Note provided or by action to enforce the personal liability of any guarantor.

IN WITNESS WHEREOF, this Second Amendment to Mortgage, Security Agreement and Financing Statement and Assignment of Rents and Leases has been duly executed the day and year first above written.

\* LaSalle Bank National Association formerly known as LaSalle National Bank  
/ as Successor Trustee  
\* LASALLE BANK NATIONAL ASSOCIATION,  
not personally but solely as Successor Trustee under  
a Trust Agreement dated February 18, 1987  
and known as Trust No. 01-2502

By: *Spring Alexander*  
Name: SPRING ALEXANDER  
Title: TRUST OFFICER

*Diene B MacWilliams*  
DIANE B. MACWILLIAMS

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association, formerly  
known as LaSalle National Bank

By: *Thomas W. Steil*  
Name: Thomas W. Steil  
Title: AVP

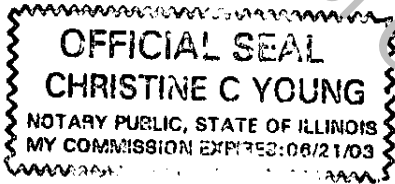
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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that   **SPRING ALEXANDER**  , the **TRUST OFFICER** of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, not personally but as successor trustee as aforesaid, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such **TRUST OFFICER**, she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4<sup>th</sup> day of ~~February~~<sup>March</sup>, 2002.



*Christine C Young*  
Notary Public

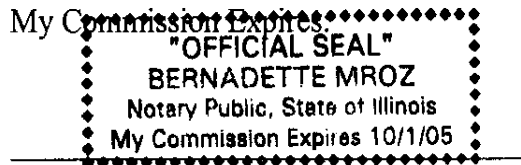
My Commission Expires:  
6.21.2003

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DIANE B. MACWILLIAMS, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28<sup>th</sup> day of February, 2002.

*Bernadette Mroz*  
Notary Public



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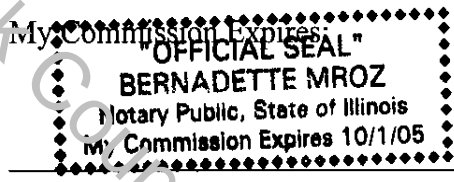
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STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Steil, the AVP of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such AVP, 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 banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of February, 2002.

Bernadette Mroz  
Notary Public



GKF:me  
February 26, 2002  
(49050819)

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

THE EAST 1/2 OF LOT 4 IN BLOCK 24 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PROPERTY ADDRESS OF REAL ESTATE:

18 West Ontario  
Chicago, Illinois 60610

### PERMANENT TAX IDENTIFICATION NUMBER:

17-09-227-013-0000

GKF:me  
February 26, 2002  
(49050819)