

**PREPARED BY AND WHEN  
RECORDED RETURN TO:**

Mary C. Muehlstein  
Pedersen & Houpt  
161 North Clark Street  
Suite 3100  
Chicago, Illinois 60601



0020328111

**THIRD AMENDMENT TO MORTGAGE**

THIS THIRD AMENDMENT TO MORTGAGE (the "Amendment") is made as of October 1, 2001, between The Steinschneider Family Partnership, an Illinois general partnership ("Grantor") and Associated Bank ("Lender").

**RECITALS:**

A. Grantor and Lender have previously entered into that certain Mortgage dated as of December 11, 1992, and recorded with the Recorder of Cook County, Illinois, on December 28, 1992, as Document No. 92-975531, which was modified by that certain Modification and Extension Agreement dated as of February 16, 1996 and recorded with the Recorder of Cook County, Illinois, on March 1, 1996, as Document No. 96-162064, and by that certain Modification of Real Estate Loan No. 21690504429001, dated as of August 27, 1998, and recorded with the Recorder of Cook County, Illinois, on October 13, 1998, as Document No. 98914755 (collectively, the "Original Mortgage").

B. Grantor and Lender have agreed to further modify certain terms of the Original Mortgage pursuant to this Amendment.

In consideration for Lender's agreement to enter into this Amendment and the foregoing recitals and mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Original Mortgage.
2. The definition of the term "Indebtedness" contained in the Original Mortgage is deleted in its entirety and the following inserted in its place:

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or

# UNOFFICIAL COPY

expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, and any and all other liabilities and obligations of Grantor (or any partnership in which Grantor is or may be a partner) to Lender however so created, arising or evidenced, however so owned, held or acquired, whether now or hereafter existing, whether now due or to become due, direct or indirect, absolute or contingent, whether joint or several, and whether obligated as a guarantor or otherwise, together with interest on such amounts as provided in this Mortgage.

20328111

3. The Section of the Original Mortgage entitled, "DEFAULT" is amended to add a new subparagraph as follows:

**Other Defaults.** Any default by Grantor with respect to any other liabilities or obligations of Grantor to Lender or any affiliate of Lender (including any renewals, modifications, extensions, substitutions and replacements of the same), which is not timely cured as provided therein.

4. In consideration for Lender's agreement set forth herein, Grantor hereby waives and relinquishes any claim it may have against Lender from the beginning of time through and including the date of this Amendment with respect to the Original Mortgage or any other documents executed or delivered in connection therewith.

5. Except as expressly modified pursuant to the terms of this Amendment, all of the terms and provisions of the Original Mortgage shall remain in full force and effect as if restated herein, and this Amendment shall not constitute a waiver by Lender of any rights or remedies it may have pursuant to the Original Mortgage.

The parties have executed this Amendment on the day and year first written above.

ASSOCIATED BANK

By: Matthew E. Wolfe  
Name: Matthew E. Wolfe  
Its: J.P.

THE STEINSCHNEIDER FAMILY PARTNERSHIP

By: E. Rowan Steinschneider  
E. Rowan Steinschneider, General Manager

# UNOFFICIAL COPY

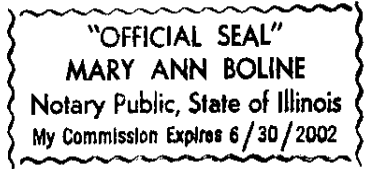
20328111

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 E. Rowan Steinschneider, General Manager of The Steinschneider Family Partnership, an Illinois general partnership, personally known to me to be the same person whose name is subscribed on the foregoing instrument as such General Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1 day of October, 2001.

My Commission expires: \_\_\_\_\_  
Mary Ann Boline  
Notary Public

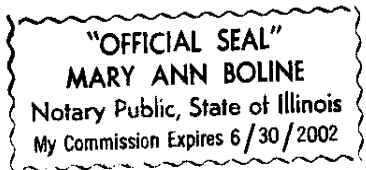


STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, THE UNDERSIGNED, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Matthew E Wolfe of Associated Bank, an Illinois corporation and Vice President of said Bank, personally known to me to be the same persons whose names are subscribed on the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 1 day of October, 2001.

My Commission expires: \_\_\_\_\_  
Mary Ann Boline  
Notary Public



# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

**20328111**

#### PARCEL 1:

LOTS 24, 25 AND 26 IN BLOCK 2 IN J. PEACOCK'S SUBDIVISION OF THE SOUTH 6 ACRES OF THE WEST 10 ACRES OF THE SOUTH 25 ACRES OF THE WEST HALF OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 1930 W. Division Street  
Chicago, Illinois 60622

PIN: 17-06-226-021-0000

#### PARCEL 2:

LOTS 35, 36, AND 37 IN BLOCK 15 IN PIERCE'S ADDITION TO HOLSTEIN IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 1812 North Milwaukee  
Chicago, Illinois 60647

PIN: 14-31-313-014-0000