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

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Cook County Recorder 32.50

AMENDMENT NO. 1 TO MORTGAGE

Amendment No. 1 to Mortgage dated as of August 2, 2002 is made by SUBURBAN BANK AND TRUST CO., as successor trustee to BEVERLY TRUST COMPANY, as Trustee under a Trust Agreement dated December 16, 1991 and known as Trust No. 74-2134 ("Mortgagor"), in favor of CHARTER ONE BANK, N.A. f/k/a BEVERLY BANK MATTESON ("Mortgagee"). This Amendment pertains to the real estate described on Exhibit "A" attached hereto and made a part hereof.

P R E A M B L E:

Mortgagor gave to Mortgagee that certain Mortgage dated December 23, 1991, which was recorded on December 30, 1991, in the office of the Cook County Recorder of Deeds as Document No. 91687614 (the "Mortgage"). Mortgagor has requested Lender to modify certain terms and conditions of its financing from Mortgagee. Mortgagee has agreed to do so, so long as, among other things, Mortgagor executes and delivers to Mortgagee this Amendment.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. The first paragraph of the Preamble to the Mortgage is amended to read as follows:

"That, Whereas, the Mortgagor is justly indebted to the Mortgagee in the original principal sum of THREE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100THS (\$332,500.00) DOLLARS as evidenced by a certain Note dated December 23, 1991 as amended from time to time ("Note 1"), executed by Mortgagor, D & D Beauty Corporation d/b/a Summit Laboratories, Inc. ("Beneficiary"), Daniel Medow, David Vercammon and Clyde Hammond Sr., made payable to the order of Mortgagee and delivered by Mortgagor, whereby the Mortgagor promises to pay the said principal sum with interest thereon, from date, at the rate set forth thereon, in installments as set forth therein at the office of the Mortgagee aforesaid or at such other place as may be designated in writing by the legal holder thereof, until the entire principal and interest have been paid, but in any event, the principal balance, if any,

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remaining unpaid plus accrued interest shall be due and payable on May 22, 2004.

WHEREAS, Beneficiary has previously executed and delivered to Mortgagee (A) that certain Promissory Note dated January 26, 1998, as amended from time to time (said Promissory Note, as amended, and as may from time to time be further amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Note 2") in the original principal amount of \$1,000,000.00 payable, along with interest, and maturing as specified in the Note 2; and (B) that certain Promissory Note dated January 26, 1998, as amended from time to time (said Promissory Note, as amended, and as may from time to time be further amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Note 3") in the principal amount of \$900,000.00 payable, along with interest, and maturing as specified in the Note 3.

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WHEREAS, Beneficiary and LDN Investment Group, LLC have executed and delivered to Mortgagee that certain Promissory Note dated May 22, 2002 (said Promissory Note, as amended, and as may from time to time be further amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Note 4") (the Note 1, Note 2, Note 3 and Note 4 are hereinafter individually and collectively referred to as the "Note") in the principal amount of \$2,000,000.00 payable, along with interest, and maturing as specified in the Note 4.

This Mortgage is given in part to secure "revolving credit" obligations as evidenced and witnessed by Note 2, and secures not only the indebtedness from Mortgagor and/or Beneficiary existing on the date hereof, but all such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage as to third persons without actual notice thereof shall be valid as to all indebtedness and future advances from the time this Mortgage is filed for record in the Office of the Recorder of Deeds of the County set forth on Exhibit A attached hereto. The total amount of revolving indebtedness that may be secured by this Mortgage may increase or decrease from time to time, but the total unpaid balances of the Note 2 secured at any one time, shall not exceed the maximum principal amount of the aggregate of the Note 2 (as such note is amended, extended, substituted, restated, replaced or renewed from time to time), plus interest thereon and any disbursements made by the Mortgagee for the payment of taxes, special assessments, or insurance on the above described real estate, with interest on such disbursements."

2. The first partial paragraph on page 2 of the Mortgage up to the legal description is amended to read as follows:

"NOW, THEREFORE, in order to secure the payment of the Note and the performance of the covenants and agreements herein contained, and also to secure the payment of any and all other indebtedness, direct or contingent, that may now or hereafter become owing hereunder from Mortgagor or Beneficiary to Mortgagee, the Mortgagor does by these presents GRANT, BARGAIN, SELL, CONVEY, MORTGAGE and WARRANT unto the Mortgagee, its successors and assigns forever, the following described real estate and

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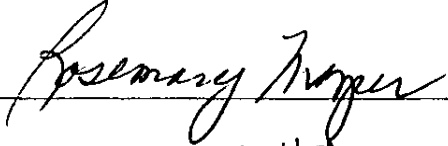
all of its estate, right, title and interest therein situated in the City of Chicago Heights, County of Cook, State of Illinois:"

2. All references in the Mortgage to the Mortgage shall mean the Mortgage as amended by this Amendment and as may be further amended and/or restated from time to time.

3. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed and delivered as of the date first above written.

SUBURBAN BANK & TRUST CO., as successor trustee to BEVERLY TRUST COMPANY, as Trustee under Trust Agreement dated December 16, 1991 and known as Trust No. 74-2134

By: 
Title: Vice President

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, understandings and agreements herein made on the part of the Trustee while in office purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not at personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Suburban Bank & Trust Company or any of the beneficiaries under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained either expressed or implied, all such personal liability if any, being expressly waived and released.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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I, the Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT ROSEMARY MAZUR, VICE PRESIDENT, of Suburban Bank & Trust Co. f/k/a Beverly Trust Company personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of August, 2002.



Sylvia A. Bartelmann
NOTARY PUBLIC

My Commission Expires: 3-25-03

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EXHIBIT A

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THE SOUTH 150 FEET OF THE NORTH 250 FEET OF THE SOUTH WEST $\frac{1}{4}$
OF THE NORTH WEST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 35 NORTH, RANGE
14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART
LYING WEST OF A LINE 50 FEET OF AND PARALLEL TO THE WEST LINE
OF SECTION 15 OF AFORESAID CONVEYED TO THE COUNTY OF COOK FOR
HIGHWAY PURPOSES) IN COOK COUNTY, ILLINOIS

otherwise known as 303 State Street, Chicago Heights, Illinois 60411

Permanent Tax Number 32-15-102-016-0000, Volume 11

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