



Property of Cook County

AMENDMENT TO
JUNIOR MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, AND SECURITY AGREEMENT
AND JUNIOR MORTGAGE NOTE

THIS AMENDMENT TO JUNIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT, AND JUNIOR MORTGAGE NOTE is made as of this 8th day of October, 2002, between CHICAGO TITLE LAND TRUST COMPANY, not personally but solely as Trustee under Trust Agreement dated June 12, 1979 and known as Trust No. 1072600 ("Trustee"), having its principal office at 171 North Clark Street, Chicago, Illinois 60601, and 1939 N. LINCOLN AVE. PARTNERSHIP ("Beneficiary"), having its principal office at 1839 North Lincoln Avenue, Chicago, Illinois 60614, MICHAEL CROWE ("Crowe"), having his principal office at 1839 North Lincoln Avenue, Chicago, Illinois 60614, JAMES CAVANAGH ("Cavanagh"), having his principal office at 1839 North Lincoln Avenue, Chicago, Illinois 60614, and WILLIAM C. MORAN, having his principal office at 1333 North Kingsbury, Suite 101, Chicago, Illinois 60622 (Trustee,

This document prepared by, and after recording, please mail to:	Address of Property:
Alison Olsen, Fuchs & Roselli, Ltd. 440 West Randolph Street, Suite 500 Chicago, Illinois 60606	1939 North Lincoln Avenue Chicago, Illinois 60614 P.I.N.: 14-33-400-012-0000

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Beneficiary, Crowe, Cavanagh and Moran are hereinafter individually and collectively referred to as "Borrower") and METROPOLITAN RENTAL CORP. and BERNARD LEVITON, AS TRUSTEE, AND HIS SUCCESSORS IN TRUST, OF THE BERNARD LEVITON LIVING TRUST, DATED JANUARY 16, 1990, AS MAY BE AMENDED, having its principal office at 1839 North Lincoln Avenue, Chicago, Illinois 60614 ("collectively, Lender").

RECITALS

WHEREAS, Borrower is indebted to Lender in the principal sum of FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00), which indebtedness is evidenced by Borrower's note dated October 15, 2001, and all modifications, substitutions, extensions, replacements and renewals thereof ("Note") providing for repayment of principal and interest and providing for a final payment of all sums due thereunder on December 1, 2005. All obligors on the Note are collectively referred to herein as "Maker". The Note is secured by, among other items, a Junior Mortgage, Assignment of Leases and Rents, and Security Agreement ("Mortgage"), which Mortgage encumbers the property commonly known as 1939 North Lincoln Avenue, Chicago, Illinois and which is legally described on Exhibit A attached hereto and hereby made a party hereof; and

WHEREAS, the parties desire to modify the Note and Mortgage as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Lender agree as follows:

1. **Additional Disbursement.** On October 8, 2002, Lender shall disburse the sum of FOUR HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$450,000.00) to Borrower and said amount shall be included in the term "Indebtedness." The outstanding indebtedness due after the additional disbursement as of October 8, 2002 is ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00).
2. **Trustee Exculpation.** It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal 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 Chicago Title Land Trust Company, as Trustee under Trust Agreement dated June 12, 1979 and known as Trust No. 1072600, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.
3. **Amendment Pertaining to All Loan Documents.** Except as and to the extent amended by this Amendment, the Note and Mortgage and all conditions and provisions thereof, shall be in all

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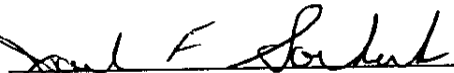
respects unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

4. **Governing Law.** This Amendment to Junior Mortgage, Assignment of Leases and Rents, and Security Agreement, and Junior Mortgage Note be governed and construed in accordance with the laws of the state of Illinois.

IN WITNESS WHEREOF, Borrower has executed this Amendment to Junior Mortgage, Assignment of Leases and Rents, and Security Agreement and Junior Mortgage Note as of the day and year first above written.

TRUSTEE:

CHICAGO TITLE LAND TRUST COMPANY,
NOT PERSONALLY BUT SOLELY AS
TRUSTEE UNDER TRUST AGREEMENT
DATED JUNE 12, 1979 AND KNOWN AS
TRUST NO. 1072600

By: 

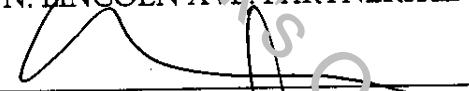
Printed Name: JOSEPH E. SCHACKI

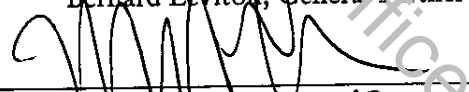
Its: ASST. VICE PRES.
(Title)

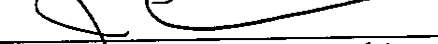
Borrower's Address:
171 North Clark Street
Chicago, Illinois 60601

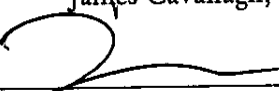
BENEFICIARY:

1939 N. LINCOLN AVE. PARTNERSHIP

By: 
Bernard Leviton, General Partner

By: 
Michael Crowe, General Partner

By: 
James Cavanagh, General Partner

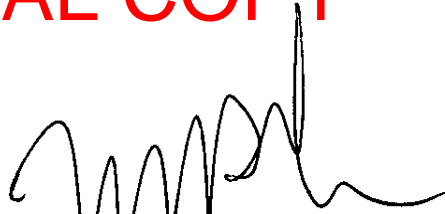
By: 
William C. Moran, General Partner

Beneficiary's Address:
1839 North Lincoln Avenue
Chicago, Illinois 60614

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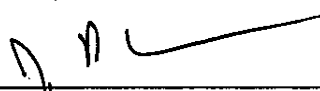
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Address: 1839 North Lincoln Avenue
Chicago, Illinois 60614



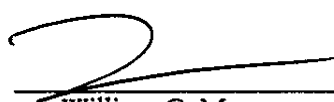
Michael Crowe

Address: 1839 North Lincoln Avenue
Chicago, Illinois 60614



James Cavanagh

Address: 1333 N. Kingsbury, Suite 101
Chicago, Illinois 60614

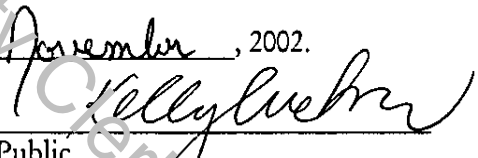


William C. Moran

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

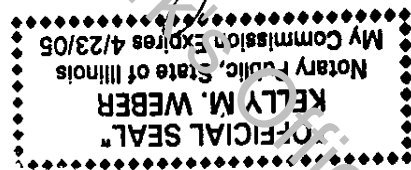
I, **KELLY WEBER**, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **JOSEPH E. SOCHACKI**, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as **ASST. VICE PRES.** of CHICAGO TITLE LAND TRUST COMPANY, not personally but solely as Trustee under a Trust Agreement dated June 12, 1979 and known as Trust No. 1072600, appeared before me this day in person and acknowledged to me he, being thereunto duly authorized, signed, and delivered said instrument as the free and voluntary act of said company as Trustee aforesaid, and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of November, 2002.



Notary Public

My Commission Expires: _____



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JEANETTE DRESDOW, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that BERNARD LEVITON, MICHAEL CROWE, JAMES CAVANAGH, and WILLIAM C. MORAN, who are personally known to me to be all of the General Partners of 1939 N. LINCOLN AVE. PARTNERSHIP, appeared before me this day in person and acknowledged they signed, sealed and delivered the said instrument as the General Partners of said 1939 N. LINCOLN AVE. PARTNERSHIP, as their free and voluntary act and the free and voluntary act of the Partnership, pursuant to authority granted to them by the Partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of OCTOBER, 2002

Jeanette Dresdow
Notary Public

My Commission Expires: Dec 27, 2004



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JEANETTE DRESDOW, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that MICHAEL CROWE, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of OCTOBER, 2002.

Jeanette Dresdow
Notary Public

My Commission expires: Dec 27, 2004



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JEANETTE DRESDOW, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JAMES CAVANAGH, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of OCTOBER, 2002.

Jeanette Dresdow
Notary Public

My Commission expires: Dec 27 2004

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, JEANETTE DRESDOW, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that WILLIAM C. MORAN, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of OCTOBER, 2002.

Jeanette Dresdow
Notary Public

My Commission expires: Dec 27 2004



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 30 AND 31 IN HIRAM JEFFERSON'S SUBDIVISION OF BLOCK 38 IN THE CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 1939 North Lincoln Avenue, Chicago, Illinois 60614

Permanent Tax Index No.: 14-33-012-0000

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