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AFTER RECORDING RETURN TO:

RESERVED FOR COUNTY RECORDER:

William Lloyd
LaSalle Bank National Association
135 South LaSalle Street
Chicago, Illinois 60603

00274162

2820/0229 05 001 Page 1 of 6
2000-04-19 15:17:47
Cook County Recorder 61.00



PERMANENT INDEX NUMBER:

14-29-113-028
14-29-109-015

PROPERTY ADDRESS:

3029-3035 North Lincoln Avenue
Chicago, Illinois 60657

FIRST MODIFICATION OF TRUST DEED AND LEASE AND RENT ASSIGNMENT

THIS FIRST MODIFICATION OF TRUST DEED AND LEASE AND RENT ASSIGNMENT dated as of March 24, 2000 (this "Amendment") is between LASALLE BANK NATIONAL ASSOCIATION, f/k/a LaSalle National Trust, N.A., not individually but as Trustee u/t/a dated January 21, 1975 and known as Trust No. 3700 (the "Mortgagor"), and LASALLE BANK NATIONAL ASSOCIATION, f/k/a LaSalle National Bank, f/k/a LaSalle Bank Lake View (the "Mortgagee").

RECITALS:

A. The Grantor executed a Trust Deed dated as of August 27, 1991 (the "Mortgage") which was recorded on September 11, 1991 as Document No. 91469814 in the Office of the Cook County Recorder of Deeds (the "Recorder's Office"), encumbering certain property commonly known as 3029-3035 North Lincoln Avenue, Chicago, Illinois 60657, as more particularly described in Exhibit A attached hereto (the "Premises");

B. The Grantor executed a Lease and Rent Assignment dated as of August 27, 1991 (the "Assignment") which was recorded on September 11, 1991 as Document No. 91469815 in the Recorder's Office, encumbering the Premises;

C. The Mortgagor and the Mortgagee intend to amend the Mortgage and the Assignment in accordance with the provisions hereof,

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. The first recital in the Mortgage is hereby amended and restated in its entirety as follows:

BOX 333-CTI

7832581 N/A 1a0
(7321612)

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1a0 sub

“WHEREAS,

(a) the Mortgagor and Philip Liss (“Liss”) are justly indebted to the Mortgagee pursuant to that certain \$200,000 Installment Note dated as of August 27, 1991, as amended from time to time, which bears interest prior to maturity or default at a rate of 8.5% per annum;

(b) LaSalle Bank National Association, as successor to LaSalle Bank Lake View, not individually but as trustee u/t/a dated March 15, 1994 and known as Trust No. 118690, Liss and Hal Nagel (“Nagel”) are justly indebted to the Mortgagee pursuant to that certain \$188,000 Note dated August 10, 1994, as amended from time to time, which bears interest prior to maturity or default at a rate of 8.37% per annum; and

(c) Liss, Nagel and Liss/Nagel Family Limited Partnership are justly indebted to Mortgagee pursuant to that certain \$375,000 Promissory Note dated March 24, 2000, as amended or replaced from time to time, which bears interest prior to maturity or default at a rate of 9.21% per annum.

Said notes are referred to herein, individually and collectively, as the “Note”). Whenever the term “Interest Rate” is used herein, it shall be deemed a reference to the interest rate borne by each Note. Whenever the term “Default Rate” is used herein, it shall be deemed a reference to the default rate specified in each Note and, in the absence thereof, 2% over the Interest Rate borne by such Note.”

2. The first paragraph in the Assignment is hereby amended by deleting therefrom all of the text commencing with the phrase “the Note dated August 27, 1991” up to but excluding the phrase “the following described real estate” and substituting therefor the following::

“(a) that certain \$200,000 Installment Note dated as of August 27, 1991 executed by the Mortgagor and Philip Liss (“Liss”), as amended from time to time, which bears interest prior to maturity or default at a rate of 8.5% per annum;

(b) that certain \$188,000 Note dated August 10, 1994, executed by LaSalle Bank National Association, as successor to LaSalle Bank Lake View, not individually but as trustee u/t/a dated March 15, 1994 and known as Trust No. 118690, Liss and Hal Nagel (“Nagel”), as amended from time to time, which bears interest prior to maturity or default at a rate of 8.37% per annum; and

(c) that certain \$375,000 Promissory Note dated March 24, 2000, executed by Liss, Nagel and Liss/Nagel Family Limited Partnership, as amended or replaced from time to time, which bears interest prior to maturity or default at a rate of 9.21% per annum (individually and collectively, the “Note”)”

3. All the terms of the Mortgage and the Assignment are hereby incorporated by reference herein, and the Mortgage and the Assignment, except as hereby modified, shall remain in full force and effect in all respects. The Mortgagor, by execution of this Amendment, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and the Assignment.

4. This Amendment is executed by the Trustee not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and the Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the Trustee personally hereunder, or to perform any covenant either express or implied herein contained, all such liability, of any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and the Trustee personally are concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises secured by the Mortgage and the Assignment for the payment thereof, by the enforcement of the lien created thereby, in the manner herein and in the Note provided or by action to enforce the personal liability of any guarantor, if any.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION, not individually but As Trustee as aforesaid

LASALLE BANK NATIONAL ASSOCIATION

By: [Signature]
Its: ASSISTANT VICE PRESIDENT

By: [Signature]
Its: Vice President

By: [Signature]
Its: ASSISTANT SECRETARY

ACKNOWLEDGED:
[Signature]
PHILIP LISS

This Document Prepared by:
Denise Sondej, Esq.
ABN AMRO North America, Inc.
135 S. LaSalle Street, Ste. 925
Chicago, Illinois 60603

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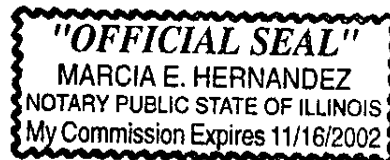
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Deborah Berg and Rosemary Collins of LASALLE BANK NATIONAL ASSOCIATION, not individually but as Trustee u/t/a dated March 15, 1994 and known as Trust No. 118690, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own 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 as of the 24th day of March 2000.

Marcia E. Hernandez
Notary Public

My Commission Expires: 11-16-2002



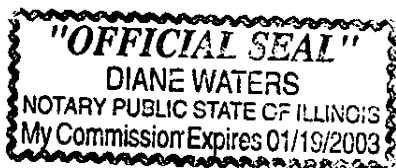
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William Lloyd of LASALLE BANK NATIONAL ASSOCIATION, 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 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 24th day of March, 2000.

Diane Waters
Notary Public

My Commission Expires: 1-19-2003



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Property of  County Clerk's Office

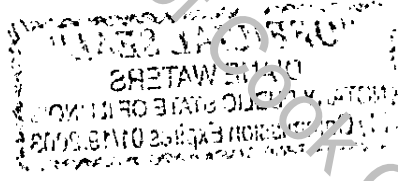


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: LOTS 21, 22 AND 23 IN ERNST'S AND OTHERS SUBDIVISION OF BLOCK 5 IN JONES AND OTHERS SUBDIVISION OF THAT PART OF THE NORTH WEST QUARTER LYING NORTH EAST OF LINCOLN AVENUE IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 15 IN PETTER OTT'S SUBDIVISION OF BLOCK 13 IN LILL AND HEIRS SUBDIVISION OF MICHAEL DIVERSEY'S SUBDIVISION IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER:

14-29-113-028

14-29-109-013

PROPERTY ADDRESS:

3029-3035 N. Lincoln Avenue
Chicago, Illinois 60657

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