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Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 08/12/2003 04:08 PM Pg: 1 of 6

PREPARED BY:
Tina Wood

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Debtor: South Chicago Bank, Corporation of I
Clerk: Recorder of Deeds, Cook County, IL



**Mortgage and Assignment
of Rents and Leases**

Amendment

North Star Trust Company as Successor Trustee to

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This Mortgage Amendment (the "Amendment") is entered into on July 1, 2003, between South Chicago Bank, Corporation of ILL, as Trustee under Trust Agreement dated July 11, 1994 and known as Trust No. 11-2838, whose address is 1400 Torrence Avenue, Calumet, IL 60409 (the "Mortgagor"), and Bank One, NA, with its main office in Chicago, IL, as successor by merger to American National Bank and Trust Company of Chicago, whose address is 1 Bank One Plaza, Chicago, IL 60670, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage (the "Mortgage") and Assignment of Rents and Leases (the "Assignment"), dated July 14, 1998 and recorded on July 24, 1998 as Document Numbers 98645420 and 98645421, respectively, in Cook County Records (as each may be amended and replaced from time to time). The Mortgage and Assignment encumber the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of Chicago, County of Cook, State of Illinois:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises"),

Commonly known as 7255 S. Cottage Grove Avenue, Chicago, Illinois 60634,
Tax Parcel Identification No. 20-26-107-008, 20-26-107-009, 20-26-107-010, 20-26-107-011, 20-26-107-028, 20-26-107-029.

The Mortgage and Assignment secure the Note (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a(n) Installment Note (Secured), dated July 14, 1998, payable by South Chicago Bank, Corporation of ILL, as Trustee under Trust Agreement dated July 11, 1994 and known as Trust No. 11-2838 to the Mortgagee, in the original principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the "Original Extension of Credit").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. The second paragraph of the Mortgage is hereby deleted in its entirety and the following inserted in its stead:

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"WHEREAS, to secure the payment of: (i) an indebtedness in the amount of Five Hundred Twenty-Seven Thousand and 00/100 Dollars (\$527,000.00) evidenced by a certain Term Note dated July 1, 2003 executed by Mortgagor ("Note 1") which note restates and replaces that certain Installment Note (Secured) dated July 14, 1998 in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and (ii) a revolving credit loan in the amount of Four Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$4,750,000.00) evidenced by a Line of Credit Note dated January 2, 2003 executed by Banner Plumbing Supply Company, Inc. (the "Borrower") ("Note 2"); both to be paid with interest thereon, both payable to Mortgagee, (Note 1, Note 2, and any amendments, modifications, extensions, renewals, or replacements thereof are herein collectively referred to as the "Note"), the Mortgagor hereby mortgages, conveys, transfers and grants unto Mortgagee, its successors and assigns forever, Real Estate, and all improvements thereon, situated in the County of Cook, State of Illinois, (hereinafter referred to as the "Mortgaged Property" or "Premises") legally described in Exhibit "A" attached hereto and by this reference made a part hereof; and"

2. The following Paragraph is hereby added to the Mortgage after the second paragraph:

"WHEREAS, this Mortgage is given to secure all indebtedness under the Note, and shall secure not only presently existing indebtedness under Note 2, but also future advances, whether such advances are obligations or to be made at the option of 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, although there may be no indebtedness hereby secured outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness hereby secured, including future advances, from the time of its recording in the Recorder's Office of the county in which the Premises are located; and

WHEREAS, the total amount of indebtedness hereby secured may increase or decrease from time to time, but the total unpaid balance of the indebtedness hereby secured (including disbursements which Mortgagee may make under this Mortgage, the Note or any other document with respect thereto) at any one time outstanding shall not exceed a sum equal to two times the principal amount of the Note. This Mortgage shall be valid and have priority to the extent of the indebtedness hereby secured over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Premises given priority by law; and"

3. The Mortgage is hereby amended by deleting Section IX "Events of Default" in its entirety and the following inserted in its stead:

"IX. EVENTS OF DEFAULT"

Each of the following shall constitute an "Event of Default" for purpose of this Mortgage:

- (A) The occurrence of an Event of Default as defined in the Note.
- (B) Any sale, agreement, transfer, lease, agreement to transfer, grant of security interest, mortgage, or other encumbrance or alienation of any interest in the Mortgaged Property without the prior written consent of Mortgagee.
- (C) Any material adverse change in the financial condition of the Mortgagor, Borrower or any Guarantor of this Mortgage or the Note."

4. The Mortgage is hereby amended by deleting Section XIII "Cross-Default Clause" in its entirety and the following inserted in its stead:

"XIII. CROSS-DEFAULT CLAUSE"

Any default by Mortgagor in the performance or observance of any covenant, promise, condition or agreement hereof shall be deemed an Event of Default under each of the loan documents, entitling Mortgagee to exercise all or any remedies available to Mortgagee under the terms of any or all loan documents, and any default or Event of Default under any other loan document, relating to any of Mortgagor's or Borrower's obligations to Mortgagee, shall be deemed a default hereunder, entitling Mortgagee to exercise any or all remedies provided for herein. Failure by Mortgagee to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed

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in writing by Mortgagee, and the waiver by Mortgagee of any default by Mortgagor hereunder shall not constitute a continuing waiver of any other default or of the same default in the future."

5. The definition of Borrower in the Assignment is hereby amended to include South Chicago Bank, Corporation of ILL, as Trustee under Trust Agreement dated July 11, 1994 and known as Trust No. 11-2838, Banner Plumbing Supply Company, Inc., and any one or more of them.

6. The Assignment is hereby amended by deleting Section II, Letter A in its entirety and the following inserted in its stead:

"A. The payment of the indebtedness (including any amendments, modifications, extensions, renewals or replacements thereof) evidenced by: (i) an indebtedness in the amount of Five Hundred Twenty-Seven Thousand and 00/100 Dollars (\$527,000.00) evidenced by a certain Term Note dated July 1, 2003 executed by South Chicago Bank, Corporation of ILL, as Trustee under Trust Agreement dated July 11, 1994 and known as Trust No. 11-2838 ("Note 1") which note restates and replaces that certain Installment Note (Secured) dated July 14, 1998 in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and (ii) a revolving credit loan in the amount of Four Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$4,750,000.00) evidenced by a Line of Credit Note dated January 2, 2003 executed by Banner Plumbing Supply Company, Inc. ("Note 2"); (Note 1, Note 2 and any amendments, modifications, extensions, renewals, or replacements thereof are herein collectively the "Note") and including all other present and future, direct and indirect obligations and liabilities of the Assignor and/or Borrower to the Assignee in an amount not to exceed the principal sum of two times the principal amount of the Note at any one time outstanding and secured by a certain Mortgage (hereinafter referred to as the "Mortgage") dated July 14, 1998 encumbering the subject property; and"

7. The Mortgagor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Mortgagee are necessary or desirable to effect the intent of this Amendment.

8. Except as amended by this Amendment, all terms of the Mortgage and Assignment are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.

9. **Governing Law and Venue.** This Amendment is delivered in the State of Illinois and governed by Illinois law (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Illinois shall apply to the obligations and indebtedness secured by this Amendment. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Mortgagee in any state or federal court located in the State of Illinois, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Amendment, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.

10. **WAIVER OF SPECIAL DAMAGES.** THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

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11. **JURY WAIVER.** THE MORTGAGOR AND THE MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

12. This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. 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 it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. 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 instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any 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 for the payment thereof.

Executed as of the date first written above.

Mortgagor:
North Star Trust Company as Successor Trustee to
South Chicago Bank, Corporation of ILL, as Trustee under
Trust Agreement dated July 11, 1994 and known as Trust No.
11-2838 **and not personally**

By: *David Rosenfeld*
David Rosenfeld **VICE PRESIDENT**
Printed Name Title

Mortgagee:

Bank One, NA

By: *Douglas P. Boersma*
DOUGLAS P. BOERSMA **FVP**
Printed Name Title

Tina Wood IL000001009716897

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ACKNOWLEDGMENT OF MORTGAGOR

State of IL)
County of COOK) ss

I, _____, a Notary Public in and for said County and State,
certify that _____, a _____ of **NORTH STAR TRUST COMPANY**
_____, a(n) _____ and _____
_____, a _____ of said _____, personally known to me to be the persons
whose names are subscribed to the foregoing instrument as such _____ and _____
_____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said
instrument as their own free and voluntary act and as the free and voluntary act of said _____
_____, for the use and purposes therein set forth.

Given under my hand and notarial seal this _____ day of AUG 01 2003, 20____
My Commission Expires: [Signature], Notary Public

"OFFICIAL SEAL"
JACKLIN ISHA
Notary Public, State of Illinois
My Commission Expires 3/22/2004

ACKNOWLEDGMENT OF MORTGAGEE

State of IL)
County of COOK) ss

I, Gloria Lynn Sanders, a Notary Public in and for said County and State,
certify that Douglas P. Boersma, a 1st VP of Bank One
_____, a(n) _____ of said _____, personally known to me to be the persons
whose names are subscribed to the foregoing instrument as such _____ and _____
_____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said
instrument as their own free and voluntary act and as the free and voluntary act of said _____
_____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1 day of Aug, 2003
My Commission Expires: Gloria Lynn Sanders Notary Public

"OFFICIAL SEAL"
Gloria Lynn Sanders
Notary Public, State of Illinois
Cook County
My Commission Expires 12/11/2005

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LEGAL DESCRIPTION:

PARCEL 1

LOTS 18 THROUGH 27 INCLUSIVE IN BLOCK 9 IN CORNELL, BEING A SUBDIVISION OF THE WEST ½ OF SECTION 26, THE SOUTHEAST ¼ OF SECTION 26, (WITH THE EXCEPTION OF THE EAST ½ OF THE NORTHEAST ¼ OF SAID SOUTHEAST ¼), THE NORTH ½ OF THE NORTHWEST ¼ THE SOUTH ½ OF THE NORTHWEST ¼, WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 35, ALL IN TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOT 28 EXCEPTING THEREFROM THAT PART THEREOF LYING EAST OF A STRAIGHT LINE EXTENDING FROM A POINT ON THE EAST LINE THEREOF 3 FEET NORTH OF THE SOUTHEAST CORNER THEREOF TO A POINT ON THE NORTH LINE OF LOT 29, 47 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 29, IN BLOCK 9 IN CORNELL, A SUBDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3

LOT 29 (EXCEPTING THEREFROM THAT PART LYING EAST OF A STRAIGHT LINE EXTENDING FROM A POINT ON THE EAST LINE OF LOT 28, TO A POINT ON THE NORTH LINE OF SAID LOT 29, 47 FEET WEST OF THE NORTHEAST CORNER THEREOF) IN BLOCK 9 IN CORNELL, A SUBDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4

THAT PART OF LOTS 30, 31 AND 32 LYING WEST OF A STRAIGHT LINE EXTENDING FROM A POINT ON THE SOUTH LINE OF LOT 30, BEING 78 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 30 TO THE NORTHWEST CORNER OF SAID LOT 32, IN BLOCK 9 IN CORNELL, IN SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7255 South Cottage Grove Avenue
Chicago, Illinois 60619

PIN(S): 20-26-107-008, 20-26-107-009, 20-26-107-010, 20-26-107-011,
20-26-107-028, 20-26-107-029