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THIS INSTRUMENT PREPARED

BY:  
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Cohen, Salk & Salk, PC  
630 Dundee Rd, Ste 120

Doc#: 0327227074  
Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 09/29/2003 10:45 AM Pg: 1 of 6

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(FX TO N) - ("G")  
Debtor: LASALLE BANK NATIONAL ASSOCIATION f/  
Juris: Recorder of Deeds, Cook County, IL

## SECOND MODIFICATION AGREEMENT

This Second Modification Agreement (this "Agreement") is entered into as of the 10<sup>th</sup> day of September, 2003 between LASALLE BANK NATIONAL ASSOCIATION, f/k/a LaSalle National Bank, not personally, but as Trustee under Trust Agreement dated December 21, 1998 and known as Trust No. 122070 (herein, the "Grantor") and LASALLE BANK NATIONAL ASSOCIATION (herein, the "Lender").

WHEREAS, Lender extended to Mortgagor and Angie Lazich (collectively, the "Borrower") a \$765,000.00 mortgage loan evidenced by Borrower's Promissory Note dated January 4, 1999 in the principal sum of \$765,000.00, payable to the order of Lender in installments of principal and interest as therein described (such note, together with all extensions, modifications, refinancings, consolidations and substitutions thereof or thereto, the "Note"); and

WHEREAS, to secure payment of the Note and all other indebtedness (as defined in the Mortgage), Grantor executed a certain Mortgage dated January 4, 1999 (the "Mortgage") and a certain Assignment of Rents dated January 4, 1999 (the "Assignment of Rents") mortgaging, granting and conveying to Lender the Property and Rents as defined in the Mortgage and Assignment of Rents, including the Real Estate described in **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, the Mortgage and Assignment of Rents were recorded on January 4, 1999, in the office of the Recorder of Deeds of Cook County, Illinois as Documents No. 99003224 and 99003225, respectively; and

WHEREAS, pursuant to First Modification Agreement dated as of July 31, 2002 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 20992739, the Mortgage and Assignment of Rents were modified to also secure repayment of a certain \$12,000,000.00 revolving line of credit loan extended by the Lender to DMS Pharmaceutical Group Inc., an Illinois corporation ("DMS"); and

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WHEREAS, Borrower has asked Lender to extend the maturity date of the Note until September 1, 2007 and decrease the interest rate charged thereon; and

WHEREAS, Lender has consented to such requests, provided among other conditions, that Grantor modify the Mortgage and Assignment of Rents to secure repayment of the aforesaid extended and modified mortgage loan, in addition to the indebtedness therein described;

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, Grantor and Lender hereby agree that the Mortgage and Assignment of Rents shall be and are hereby modified and amended as follows:

1. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Mortgage.
2. The definition of "Grantor", as used in the Mortgage and Assignment of Rents is amended to read "LaSalle Bank National Association, f/k/a LaSalle National Bank, not personally, but as Trustee under Trust Agreement dated December 21, 1998 and known as Trust No. 122070".
3. The definition of "Note" in the Mortgage and Assignment of Rents is hereby amended in its entirety to read as follows: "Note. The word "Note" means the promissory note dated January 4, 1999 in the original principal amount of \$765,000.00 from Borrower to Lender, as extended and modified by note extension and modification agreement dated September 10<sup>th</sup>, 2003 executed by Borrower and Lender, together with all renewals of, extensions of, modifications of, refinancings of, amendments of, restatements of, consolidations of, and substitutions for such promissory note. The interest rate on the Note has been decreased to 6.64%."
4. Grantor acknowledges and agrees that the Mortgage and Assignment of Rents are and as amended hereby shall remain in full force and effect, and that the Property and Rents are and shall remain subject to the liens granted and provided for by the Mortgage and Assignment of Rents, as amended hereby, for the benefit and security of all Indebtedness (as such term is defined in the Mortgage and Assignment of Rents, as modified from time to time), including, without limitation, repayment of the aforesaid mortgage loan in the original principal sum of \$765,000.00 made by Lender to Borrower (as being extended and modified as aforesaid) and the aforesaid \$12,000,000.00 revolving line of credit loan made by Lender to DMS, together with any and all extensions, renewals, modifications, amendments, refinancings, restatements, substitutions, increases, decreases, consolidations and conversions thereof or thereto.

THIS MODIFICATION SHALL SERVE AS PUBLIC NOTICE TO ALL CREDITORS AND OTHER PERSONS THAT THE LOANS TO BORROWER AND DMS DESCRIBED IN THE PRECEDING PARAGRAPH MAY BE EXTENDED, RENEWED, MODIFIED, AMENDED, REFINANCED, RESTATED, SUBSTITUTED, INCREASED, DECREASED, CONSOLIDATED OR CONVERTED, IN WHOLE OR IN PART, FROM TIME TO TIME HEREAFTER, AND THAT IT IS THE EXPRESS INTENTION OF THE MORTGAGOR AND MORTGAGEE THAT THE MORTGAGE SHALL AUTOMATICALLY SECURE PAYMENT OF ALL SUCH EXTENSIONS, RENEWALS,

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MODIFICATIONS, AMENDMENTS, REFINANCINGS, RESTATEMENTS, SUBSTITUTIONS, INCREASES, DECREASES, CONSOLIDATIONS AND CONVERSIONS, WITHOUT THE NECESSITY OF RECORDING ANY SUBSEQUENT MODIFICATION OF THIS MORTGAGE.

5. Nothing contained in this Agreement shall in any manner impair the Mortgage or Assignment of Rents, as amended hereby, or the first liens created by the Mortgage and Assignment of Rents, as amended hereby, or any other loan documents executed in connection with the loans secured thereby, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect or impair any rights, powers, or remedies of Lender under any of the foregoing documents.

6. Except as specifically amended and modified hereby, all of the terms and conditions of the Mortgage and Assignment of Rents shall stand and remain unchanged and in full force and effect. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

7. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of the Lender, its successors and assigns.

8. This Assignment is executed by Grantor, 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 it is expressly understood and agreed that nothing contained herein or in any note executed by Trustee shall be construed as creating any liability on LaSalle Bank National Association personally to pay any such note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

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IN WITNESS WHEREOF, Grantor and Lender have executed this Second Modification Agreement as of the day and year first above written.

Grantor:

LASALLE BANK NATIONAL ASSOCIATION, not personally, but solely as Trustee as aforesaid

By: *Harold W. [Signature]*  
Title: Trust Officer

Lender:

LASALLE BANK NATIONAL ASSOCIATION

By: *[Signature]*  
Title: *[Signature]*

Property of Cook County Clerk's Office

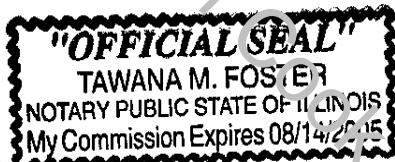
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## GRANTOR'S (TRUSTEE'S) ACKNOWLEDGMENT

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 Harriet Denisewicz, a Trust Officer of LaSalle Bank National Association, who is 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 severally acknowledged that he signed and delivered the said instrument as such officer of said bank as his own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of September, 2003.



Tawana M. Foster  
Notary Public

My commission expires: \_\_\_\_\_

## LENDER'S ACKNOWLEDGMENT

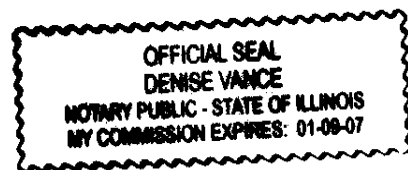
STATE OF ILLINOIS )  
 ) SS )  
COUNTY OF COOK )

I, DENISE VANCE, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that JAMES LOW, an OFFICER of LaSalle Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 this 10th day of September, 2003.

Denise Vance  
Notary Public

My commission expires: 01-09-07



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## EXHIBIT "A"

### LEGAL DESCRIPTION

ADDRESS: 802-810 BUSSE HIGHWAY, PARK RIDGE, ILLINOIS

P.I.N.: 09-27-215-009-0000

THE NORTHWESTERLY 25 FEET OF LOT 63 AND ALL OF LOT 64, 65, AND 66, ALSO THAT PART OF THE VACATED PUBLIC ALLEY LYING SOUTHWESTERLY OF, CONTIGUOUS TO AND ABUTTING ON THE NORTHWESTERLY 25 FEET OF LOT 63, THAT PART OF THE VACATED PUBLIC ALLEY LYING SOUTHWESTERLY OF, CONTIGUOUS TO, AND ABUTTING OF LOT 64, THAT PART OF THE VACATED PUBLIC ALLEY LYING SOUTHWESTERLY OF, CONTIGUOUS TO AND ABUTTING OF LOT 65, THAT PART OF THE VACATED PUBLIC ALLEY LYING SOUTHWESTERLY OF, CONTIGUOUS TO, AND ABUTTING ON LOT 66 ALL IN H. ROY BERRY COMPANY'S PINE HAVEN BEING A SUBDIVISION OF PARTS OF THAT PART NORTHEASTERLY OF NORTHEASTERLY LINE OF RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY OF WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office