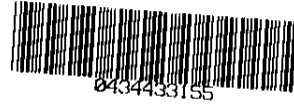


# UNOFFICIAL COPY

FOR RECORDER'S USE ONLY

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

Steven Bright, Esq.  
Levenfeld Pearlstein, LLC  
211 Waukegan Road  
Suite 300  
Northfield, Illinois 60093



Doc#: 0434433155  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 12/09/2004 11:11 AM Pg: 1 of 4

**AMENDMENT NO. 1 TO MORTGAGE AND  
SECURITY AGREEMENT -  
LASALLE BANK NATIONAL ASSOCIATION TRUST NO. 106784**

Amendment No. 1 to Mortgage and Security Agreement dated as of May 21, 2004, made by LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE NATIONAL BANK, not individually, but solely as Trustee under that certain Trust Agreement dated August 8, 1983 and known as Trust No. 106784 ("Mortgagor") in favor of LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE BANK NATIONAL ASSOCIATION ("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 and Security Agreement dated May 20, 1997, which was recorded on May 21, 1997 in the Office of the Cook County, Illinois Recorder of Deeds as Document No. 97-362791 (the "Mortgage"). Mortgagor has requested Mortgagee to modify certain terms and provisions of Mortgagee's financing of Mortgagor. 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. Section 1.01 of the Mortgage is amended to read as follows:

"1.01 Note. Pursuant to that certain Loan and Security Agreement dated May 20, 1997, as amended from time to time, including, but not limited to, as of the date of Amendment No. 1 to this Mortgage entered into by and among Mortgagee, the beneficiary of Mortgagor (said beneficiary shall be referred to as the "Beneficiary") and Mortgagor (said Loan and Security Agreement, as amended, and as may be further amended or restated from time to time, shall be hereinafter referred to as the "Loan Agreement"), that certain Promissory Note dated May 20, 1997, as amended from time to time, including, but not limited to, as of the date of Amendment No. 1 to this Mortgage

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(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") in the principal amount of \$1,250,000.00 payable, along with interest, and maturing as specified in the Promissory Note has been or is being contemporaneously executed and delivered by Beneficiary and Mortgagor to Mortgagee."

2. All references to the "Mortgage" in 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.

4. Exculpation. This Amendment is executed by Mortgagor, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred and fixed in its as such trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on Mortgagor as trustee as aforesaid, or on Mortgagor personally, to pay the Obligations 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 liability on Mortgagor, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder. Each and all of the representations, warranties, covenants, undertakings and agreements made by the Mortgagor as trustee as aforesaid are made for the purpose of binding (and shall be enforceable against) the Beneficiary and its, his, her and/or their successors and assigns. So far as Mortgagor as trustee as aforesaid, and its successors, and the Mortgagor, personally, are concerned, Mortgagee and the holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the property hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided, or by action to enforce the personal liability of any Guarantor or co-maker.

LASALLE BANK NATIONAL ASSOCIATION  
f/k/a LASALLE NATIONAL BANK, not  
individually, but solely as trustee under Trust  
Agreement dated August 8, 1983 and known as Trust  
No. 10674

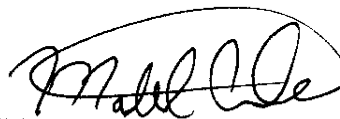
By: [Signature]  
Title: ASSISTANT VICE PRESIDENT

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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 THOMAS POPOVIC, AVP and \_\_\_\_\_ of LaSalle Bank National Association, personally are known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP and \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that ~~they~~ <sup>he</sup> signed and delivered the said instrument as ~~their~~ <sup>his</sup> own free and voluntary act and as the free and voluntary act of said land trustee, for the uses and purposes therein set forth.

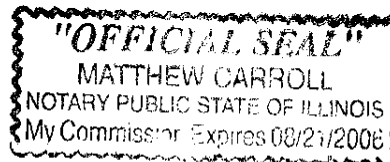
GIVEN under my hand and notarial seal this 12<sup>th</sup> day of June, 2004.



NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_ [S E A L]



Property of Cook County Clerk's Office

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## EXHIBIT A

### Legal Description

LOT 6 IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 04-02-101-019-0000

Address: 105 Revere Drive, Northbrook, Illinois 60062

Property of Cook County Clerk's Office