

# UNOFFICIAL COPY

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

William S. Schwartz, Esq.  
Levenfeld Pearlstein LLC  
211 Waukegan Road  
Suite 300  
Northfield, Illinois 60093



Doc#: 0511819112  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 04/28/2005 02:16 PM Pg: 1 of 4

**AMENDMENT NO. 1 TO MORTGAGE -  
CHARLES PAGE**

This Amendment No. 1 to Mortgage is dated as of April 21, 2005, and is made by **THE NORTHERN TRUST COMPANY**, not personally but as Trustee under trust agreement dated June 16, 1986 and known as Trust #8013 ("Mortgagor") in favor of **THE NORTHERN TRUST COMPANY** ("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 dated January 13, 2004, which was recorded on February 5, 2004 in the Office of the Cook County, Illinois Recorder of Deeds as Document No. 0403642000 (the "Mortgage"). Mortgagor has requested Mortgagee to modify Mortgagee's existing 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. The definition of "Loan" in the Mortgage is hereby amended to read as follows:

"(F) "Loans" means the debt evidenced by the Notes, plus any interest, any prepayment charges and late charges under the Notes, and all sums due under this Security Instrument, plus interest."

2. The definition of "Note" in the Mortgage is hereby amended to read as follows:

"Notes. The word "Note" means individually and the word "Notes" means together each of (a) that certain Balloon Note dated January 13, 2004 in the original principal amount of \$1,400,000.00 given by Mortgagor and Charles L. Page ("Page") to Mortgagee as may be renewed, replaced, extended, modified, substituted or amended form time to time; and (b) that certain Master Note dated October 1, 2004 in the original principal amount of \$50,000.00 given by Page to Mortgagee as may be renewed, replaced, extended, modified, substituted or amended form time to time; and (c) that certain Master Note dated October 1, 2004 in the original principal amount of \$2,842,064.00 given by Page to Mortgagee as may be renewed, replaced, extended,

Doc 242

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modified, substituted or amended from time to time; and (d) that certain Application and Agreement for Irrevocable Letter of Credit executed by Page in favor of Mortgagee relating to the issuance of that certain Irrevocable Standby Letter of Credit in the amount of \$700,000.00, as may be renewed, replaced, extended, modified, substituted or amended from time to time. The interest rates contained in the Notes may be variable rates of interest based upon an index. If the index increases, the payments tied to the index, and therefore, the total amount secured hereunder, will increase. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law."

3. 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.

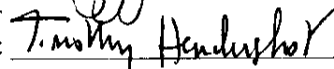
4. All references to the "Note" in the Mortgage shall mean the "Notes" as defined in the Mortgage as amended by this Amendment and as may be further amended and/or restated from time to time.

5. 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.

Exoneration provision restricting any liability of the Northern Trust Company either stamped on the reverse side hereof or attached hereto, is incorporated herein.

THE NORTHERN TRUST COMPANY,  
not individually, <sup>as personally</sup> but as Trustee under trust agreement dated June 16, 1986 and known as Trust number 8013

By:  Vice President

Attest:  
Its:   
ASSISTANT SECRETARY

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, 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 The Northern Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, 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.

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STATE OF ILLINOIS )  
                  Lake ) SS.  
COUNTY OF COOK )

**PEGGY PETERS** Vice President

**TIMOTHY J. HENDERSHOT** ASSISTANT SECRETARY

I, the Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT, \_\_\_\_\_, personally known to me to be a <sup>office</sup> vice president of The Northern Trust Company, and known to me to be an authorized trustee or agent of the trust that executed this Amendment No. 1 to Mortgage and acknowledged the Amendment to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or by authority of statute, for the uses and purposes therein set forth and on oath stated that <sup>they are</sup> he or she is authorized to execute this Amendment and in fact executed this Amendment on behalf of the trust.

GIVEN under my hand and Notarial Seal this day of April 22, A.D., 2005.

*Deanne L. Sloan*  
NOTARY PUBLIC

My Commission Expires: 4/9/07



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[SEAL]

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## EXHIBIT "A"

### LEGAL DESCRIPTION

LOT 1 IN BALLARD, SR. SUBDIVISION OF PART OF THE NORTH 9 ACRES OF THE WEST 25 ACRES OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN - 05-17-312-<sup>1032-44</sup>0000

Address: 1234 Westmoor, Winnetka, Illinois

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