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PREPARED BY:
Sandra Gioe



WHEN RECORDED RETURN TO:

Dealer Commercial Services
IN1-0128
111 Monument Circle
Indianapolis, IN 46204
Attention: Ramona Tester

Doc#: 0524933050 Fee: \$34.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/06/2005 08:35 AM Pg: 1 of 6

8209304 zc

Property of Cook County Clerk's Office

BANK ONE

Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of May 10, 2004, between Forest Park National Bank & Trust Co., not personally but as Trustee under Trust Agreement dated February 19, 2004 and known as Trust Number 041525, whose address is 7348 W. Madison, Forest Park, IL 60130 (the "Mortgagor"), and Bank One, NA, with its main office in Chicago, Illinois, whose address is 120 S. LaSalle St., Chicago, IL 60603, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated June 4, 2004 and recorded on June 14, 2004 as Document No. 0416633157, Cook County Records (as amended and replaced from time to time, the "Mortgage"). The Mortgage encumbers 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:

Parcel 1:

Lot 14 and the south 1/2 of Lot 15 (except from said lot that part lying west of the line 50.00 feet east of and parallel to the west line of Section 6 and except from said lots that part lying east of a line, 132.00 feet west of and parallel to the west line of South Claremont Avenue) in George H. Chambers Subdivision of the west 1/2 of the southwest 1/4 of Section 6, Township 37 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 15, 16, 17, 18 and 19 (except that part of said lots used or taken for streets) in Block 4 in Beverly Hills Boulevard Subdivision, being a resubdivision of the north 22 acres of George H. Chambers Subdivision of the west 1/2 of the southwest 1/4 of Section 6, Township 37 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

(the "Premises"),

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Commonly known as 9205 S. Western Avenue, Chicago, Illinois 60620,

Tax Parcel Identification No. 25-06-300-013-0000, 25-06-300-014-0000, 25-06-300-015-0000, 25-06-300-016-0000, 25-06-300-017-0000, 25-06-300-018-0000, 25-06-300-019-0000.

The Mortgage secures the Liabilities (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a(n) Term Note, dated June 4, 2004, payable by Forest Park National Bank & Trust Co., not personally but as Trustee under Trust Agreement dated February 19, 2004 and known as Trust Number 041525 and Evergreen Partnership, LLC to the Mortgagee, in the original principal sum of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) (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 Mortgage is amended to replace the Original Extension of Credit, in its entirety, with the following extension of credit evidenced by a(n) Term Note, dated 11-12, 2004, payable from Forest Park National Bank & Trust Co., not personally but as Trustee under Trust Agreement dated February 19, 2004 and known as Trust Number 041525 and 9205 South Western, LLC, an Illinois limited liability company to the Mortgagee in the original principal sum of One Million Seventy Five Thousand Five Hundred Fifty Five and 56/100 Dollars (\$1,075,555.56), including all extensions and renewals (the "New Extension of Credit").
2. 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.
3. Except as amended by this Amendment, all terms of the Mortgage are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.
4. **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.
5. **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.
6. **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.

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7. 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.

Mortgagor:

Forest Park National Bank & Trust Co., not personally but as Trustee under Trust Agreement dated February 19, 2004 and known as Trust Number 041525

By: Constance E. Considine
SENIOR TRUST OFFICER

Printed Name **CONSTANCE E. CONSIDINE** Title

Exoneration provision restricting any liability of the Forest Park National Bank & Trust Co., stamped on the reverse side hereof or attached hereto is hereby expressly made a part hereof.

Mortgagee:

Bank One, NA, with its main office in Chicago, Illinois

By: Stewart D. Har V.P.
Stewart D. Har, Vice President

"THE SIGNATURES OF THE PARTIES EXCLUDED FROM THIS DOCUMENT ARE COPIES AND NOT ORIGINAL SIGNATURES."

UNOFFICIAL COPY**GENERAL DOCUMENT EXONERATION RIDER**

This document is executed by Forest Park National Bank & Trust Co., not personally but as Trustee under Trust No. 041525 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely hold legal title to the premises described therein has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

County Clerk's Office

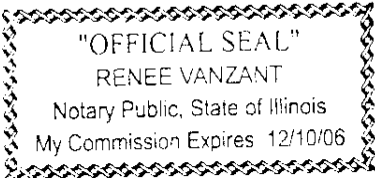
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ACKNOWLEDGMENT OF MORTGAGOR

State of Illinois)
County of Cook) ss

I, The UNDERSIGNED, a Notary Public in and for said County and State, certify that CONSTANCE E. CONSIDINE, a SENIOR TRUST OFFICER of Forest Park National Bank & Trust Co., a(n) National Banking Association, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such SENIOR TRUST OFFICER, 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 Forest Park National Bank & Trust Co., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of NOVEMBER, 2004
My Commission Expires: 12-10-06, Notary Public

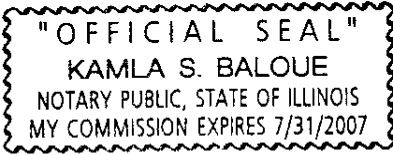


ACKNOWLEDGMENT OF MORTGAGEE

State of Illinois)
County of Cook) ss

I, KAMLA S. BALOUÉ, a Notary Public in and for said County and State, certify that Stewart D. Hart, a Vice President of Bank One, NA a(n) National Banking Association, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Vice President, 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 Bank One, NA, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of November, 2004
My Commission Expires: 7-31-2007, Notary Public



"THE SIGNATURES OF THE PARTIES EXCLUDING THIS DOCUMENT ARE COPIED AND NOT ORIGINAL SIGNATURES."

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AFFIDAVIT FOR CERTIFICATION BY PARTY NOT ON ORIGINAL DOCUMENT

STATE OF ILLINOIS }
Cook COUNTY } ss.

I, (print name) Kristi Jacobsen being duly sworn, state that I have access to the copies of the attached document(s) (state type(s) of documents) _____

Mortgage Amendment
as executed by (name(s) of party(ies) Forest Park Tr # 041525 and

Bank One

My relationship to the document is (ex. - Title Company, agent, attorney)
Title Company

I state under oath that the original of this document is lost, or not in possession of the party needing to record same. To the best of my knowledge the original document was not intentionally destroyed or in any manner disposed of for the purpose of introducing a copy thereof in place of the original.

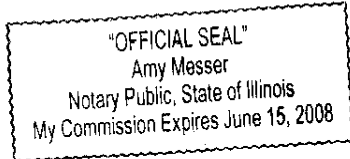
Affiant has personal knowledge that the foregoing statements are true.

[Signature]
Signature

8/25/05
Date

Subscribed and sworn to before me this 25 day of August, 2005
[Signature]
Notary Public

SEAL



*Wdk
Aug*