UNOFFICIAL C

PREPARED BY: David Clark

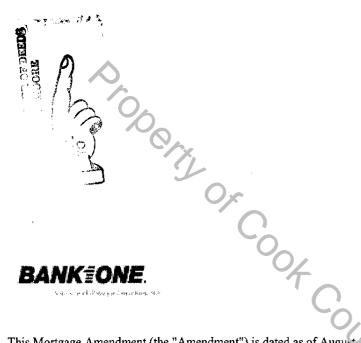
WHEN RECORDED RETURN TO:

Commercial Loan Services IL1-1146(B2) 120 S. LaSalle St. Chicago, IL 60603



Doc#: 0527356217 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 09/30/2005 02:48 PM Pg: 1 of 4





Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of August 1, 2005, between LaSalle Bank National Association as Successor Trustee to American National Bank and Trust Company as Trustee under Trust Agreement Number 113775-04, dated April 22, 1991, whose address is 135 S. LaSalle Street, Chicago, IL 60603 (the "Mortgagor"), and JPMorgan Chase Bank, N.A., whose address is 120 S. LaSalle, Chicago, IL 60603, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage and Security Agreement, dated July 1, 1991 and recorded on July 24, 1991 as Document No.913700414, 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:

THE SOUTH 55 FEET OF THAT PART OF BLOCK 26 IN IRVING PARK BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID BLOCK WITH THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AND RUNNING THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF LOT 14 IN SAID BLOCK, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 14 TO THE EAST LINE OF AN ALLEY RUNNING NORTH AND SOUTH THROUGH SAID BLOCK; THENCE NORTH ALONG THE EAST LINE OF SAID ALLEY TO THE SOUTHWESTERLY LINE OF SAID RIGHT OF WAY, AND THENCE SOUTH EAST ALONG THE SOUTHWESTERLY LINE OF SAID RIGHT OF WAY TO THE POINT OF BEGINNING OF SAID IRVING PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 15 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

0527356217 Page: 2 of 4

## UNOFFICIAL COPY

#### PARCEL 2:

LOTS 14, 15 AND 18 IN BLOCK 26 IN IRVING PARK, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 15 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(the "Premises"),

Commonly known as 4020 N. Tripp Avenue, Chicago, Illinois 60641, Tax Parcel Identification No. 13-15-420-016, 13-15-420-017, 13-15-420-018, and 13-15-420-019.

The Mortgage secures the Indebtedness (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a(n) 1 stallment Note (Secured), dated January 29, 1998 and any amendments, modifications, extensions, renewals, or replacements thereof, payable by LaSalle Bank National Association as Successor Trustee to American National Bank and Trust Company as Trustee under Trust Agreement Number 113775-04, dated April 22, 1991 to the Mortgagee, in the original principal sure of Three Hundred Eighty Four Thousand Four Hundred Fifty and 15/100 Dollars (\$384,450.15) ("Note 1") (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 also secure the repayment of an additional extensions of credit evidenced by a Line of Credit Note, dated August 1, 2005, payable from STAMCO Technology Group, Inc. to the Mortgagee in the original principal sum of One Million Seven Hundred Fire Thousand and 00/100 Dollars (\$1,750,000.00)("Note 2"); including any amendments, modifications, extensions, renewals, or replacements thereof.
- 2. The Mortgage continues to secure Note 1 and shall also secure Note 2; therefore, the maximum principal sum of the Liabilities shall not exceed Eight Hundred One Thousand Five Hundred Eleven and 98/100 Dollars (\$801,511.98).
- 3. The Mortgage is given to secure a revolving credit loan pursuar. To and in accordance with the note described in clause (1) above and shall secure not only presently existing indebtedness under such note, but also future advances, whether such advances are obligations or to be made at the option of the Mortgagee or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made or one 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 the Liabilities hereby secured, including future advance, from the time of its recording in the Recorder's Office of the county in which the Premises are located. The total amount of the Liabilities hereby secured may increase or decrease from time to time, but the total unpaid balance of the Liabilities hereby secured (including disbursements which the Mortgagee may take under this Mortgage, the above-described note or any other Related Documents) at any one time outstanding shall not exceed the maximum principal sum set forth above.
- 4. 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.
- 5. 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.
- 6. 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.

## **UNOFFICIAL COPY**

- 7. 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.
- 8. 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.
- 9. 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, indernities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solvity 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, indernity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly wived 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 colors to the Trust estate for the payment thereof.

The best many or from an endorsely in the amelia of the property of the amelia of the amel

### Mortgagor:

LaSalle Bank National Association as Successor Trustee to American National Bank and Trust Company as Trustee under Trust Agreement Number 113775-04, dated April 22, 1991

By: Olm WIBULL

LISA WILBURN

Trust Officer

Printed Name

Title

Mortgagee:

JPMorgan Chase Bank, N.A

D.

CITALISTOPHER J. WE.

FVP

Printed Name

Title

David Clark IL 000001014860963

0527356217 Page: 4 of 4

# **UNOFFICIAL COPY**

### ACKNOWLEDGMENT OF MORTGAGOR

State of
County of COOK ss
I,, a Notary Public in and for said County and State,
certify that Lisa wildlight , a Trust Officer of Lasalle Bank
Martinual Association a(n)  Of said  Trust Officer  and  personally known to me to be the persons
, a
whose names are subscribed to the foregoing instrument as such and
instrument as their cwn free and voluntary act and as the free and voluntary act of said
, for the uses and purposes therein set forth.
, for the uses and purposes therein set form.
Given under my hand and notarial seal this $20$ day of $4000$ , $2005$
My Commission Expires: , Notary Public , Notary Public
Ox
"OFFICIAL SEAL"
TONYA NASH
ACKNOW LEDGMENT OF MORTGAGEE NOTARY PUBLIC STATE OF ILLINO
My Commission Expires 03/09/200
State of
County of COOK ) ss
County of
I, Wolfa Cyrin Sanders , a Notary Public in and for said County and State,
certify that Christopher J. Newton , first ViP of
a(n) a id
, a of said, rersonally 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.
26 Agret 100
Given under my hand and notarial seal this day of day of, 20, 20,
My Commission Expires: Houa Jana Sander, Notary Public
My Commission Expires: Aud Agus Sanden, Notary Public
ACCIONAL DEALT
*OFFICIAL SEAL* Giorie Lynn Sanders
Nictary Public, State of Illinois
Cook County