

# UNOFFICIAL COPY

This instrument was prepared by and after recording should be returned to:

Robert H. Gerstein, Esq.  
Holland & Knight LLP  
131 South Dearborn Street  
30<sup>th</sup> Floor  
Chicago, IL 60603



Doc#: 0532127003 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/17/2005 09:45 AM Pg: 1 of 6

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## FIRST AMENDMENT TO NOTE AND MORTGAGE

This First Amendment to Note and Mortgage ("**First Amendment**") made this 15<sup>th</sup> day of November, 2005 between Chicago Title Land Trust Company, as successor trustee to American National Bank and Trust Company of Chicago, not personally, but as trustee ("**Trustee**") under Trust Agreement dated July 30, 1996 and known as Trust No. 121455-04 ("**Trust**"), with a mailing address of 181 West Madison Street, 17<sup>th</sup> Floor, Chicago, IL 60602, and Lawrence J. Blum ("**Lender**"), with a mailing address of 207 Dickens Road, Northfield, IL 60093. Trustee is also referred to herein as "**Borrower**."

### Recitals:

A. Lender previously made a loan to Borrower in the original amount of \$2,150,000.00 ("**Loan**"), which Loan is evidenced by among other things (i) that certain Mortgage Note in the principal amount of \$2,150,000.00, dated July 31, 1996, made by Borrower to Lender ("**Note**") and (ii) that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixturing Financing Statement ("**Mortgage**"), dated as of July 31, 1996, executed by Borrower to Lender, and filed with the Cook County Recorder's Office on August 18, 1996 as Document No. 96636198.

B. The Note, the Mortgage and all other documents, agreements, instruments and certificates executed in connection with and/or securing the Loan are referred herein as the "**Loan Documents**".

C. Borrower has requested and Lender has agreed to extend the Maturity Date (as defined in the Note) as provided herein.

D. The principal balance of the Note as of the date of this First Amendment is \$1,100,000.

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**NOW, THEREFORE**, in consideration of the foregoing recitals, which by this reference are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. To the extent not otherwise defined herein, all capitalized terms and/or phrases used in this First Amendment shall have the respective meanings ascribed to them in the Loan Documents.

2. Maturity Date. The Maturity Date of the Loan is hereby modified by (a) deleting the reference to "August 31, 2005" in Section 1.2 of the Note and replacing it with "August 31, 2010," and (b) deleting the reference to "August 31, 2005" in Recital A of the Mortgage and replacing it with "August 31, 2010."

3. References to Loan Documents. All references in the Loan Documents, to the Note, the Mortgage or the Loan Documents shall be deemed to mean the Note, the Mortgage and the Loan Documents as amended by this First Amendment.

4. References in the Loan Documents to the Maturity Date of the Loan shall be deemed amended to the extent required to make such documents consistent with this First Amendment.

5. Each of the parties to this First Amendment represents that it has been advised by its counsel of the legal and practical effect of this First Amendment, and recognizes that it is executing and delivering this First Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understood this First Amendment, that they intend to be legally bound by it and they expressly warrant and represent that they are duly authorized and empowered to execute it.

6. Except as expressly modified by this First Amendment, the terms of the Loan Documents are and remain unmodified and in full force and effect.

7. This First Amendment shall be binding upon and inure to the benefit of Borrower, Lender and their respective successors and assigns.

8. This First Amendment may be signed in counterparts, each of which shall be deemed an original and all of which shall be deemed one agreement.

9. This First Amendment shall be governed and construed in accordance with the laws of the State of Illinois.

**[SIGNATURE PAGE FOLLOWS]**

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**IN WITNESS WHEREOF**, the undersigned have executed this First Amendment the day and year first written above.

**BORROWER:**

Chicago Title Land Trust Company, as successor in interest to American National Bank and Trust Company of Chicago, as Trustee as aforesaid and not personally

By: Nancy A Carlin  
Name: Nancy A Carlin  
Title: Trust Officer

**LENDER:**

Lawrence J Blum  
LAWRENCE J BLUM

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements hereon made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are hereby made and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee or for the purpose or with the intention of binding said Trustee personally, but as warranties, indemnities, representations, covenants, undertakings and agreements only that portion of the trust property specifically described in this instrument, and that no liability or personal responsibility is assumed by or on behalf of said Trustee and that no personal liability or personal responsibility is assumed by or on behalf of the undersigned land trustee, on account of this instrument or of any representation, covenant or agreement of the said Trustee in this instrument, all such personal liability, if any, being expressly waived and released.





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## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 6 (EXCEPT THAT PART TAKEN FOR WIDENING GREEN BAY STREET (NOW N. RUSH STREET) BY COUNCIL JUNE 12, 1865) OF ASSESSOR'S DIVISION OF THE NORTH 200 FEET OF BLOCK 17 IN BUSHNELL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

ALL THAT PART OF THE INTERSECTION OF NORTH STATE STREET AND NORTH RUSH STREET LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 6, LYING WESTERLY OF AND ADJOINING A LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID LOT 6, 141.08 FEET NORTH OF THE SOUTHEAST CORNER THEREOF TO A POINT ON THE SOUTH LINE OF SAID LOT 6 PRODUCED EAST, 25.03 FEET EAST OF THE SOUTHEAST CORNER THEREOF AND LYING NORTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 6 PRODUCED EAST, 25.03 FEET IN ASSESSOR'S DIVISION OF THE NORTH 200 FEET OF BLOCK 17 OF BUSHNELL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-04-414-031-8002 and 17-04-414-031-8001

Property Address: 1100 N. State St.  
Chicago, Illinois