This Instrument Prepared by
and After Recording Return to:
John C. Thurmond, Esq.
Kirkland & Ellis, LLP

200 East Randolph Dr. Chicago, Illinois 60601



Doc#: 0535341219 Fee: \$34.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 12/19/2005 03:38 PM Pg: 1 of 6



### AMENDMENT TO MORTGAGE

This AMENDMENT TO MORTGAGE (this "Amendment") is made entered into as of November 30, 2005 by RALPH WANGER 2001 FAMILY IRREVOCABLE PERPETUITIES TRUST F/B/O LEONARD R. WANGER dated December 19, 2001 ("Mortgagor"), having an address of 191 N. Wacker Drive, Suite 1500, Chicago, Illinois 60606, and RALPH WANGER, not individually but solely as the Trustee of the Ralph Wanger Revocable Trust u/a/d December 16, 1994 ("Mortgagee").

WHEREAS, Mortgagor has previously executed and delivered that certain Mortgage dated September 5, 2003, and recorded September 9, 2003 in the Office of the Recorder of Cook County, Illinois as Instrument No. 0325219013 (the "Mortgage"), in favor of Mortgagee, which Mortgage encumbers certain real property situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, to wit:

The property legally described on Exhibit "A" attached hereto and made a part hereof

(the "Property"), to secure payment of Mortgagor's obligations under that certain Secured Promissory Note dated September 5, 2003 made by Mortgagor in favor of Mortgagee in the principal sum of ONE MILLION SIX HUNDRED THOUSAND AND 00/1(0 DOLLARS (\$1,600,000.00) (the "Note");

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Amended and Restated Secured Promissory Note (the "Amended Note") of even date herewith, whereby Mortgagor has amended and restated its obligations as set forth in the Note, all in accordance with the provisions as set forth therein; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to reflect and comport with the Amended Note.

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NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Mortgagor and Mortgagee hereby agree as follows:

- 1. Recitals. The recitals set forth above are incorporated herein by reference.
- 2. <u>Acknowledgement</u>. Mortgagor and Mortgagee acknowledge that the Note has been amended and restated by the Amended Note. The Mortgage, as amended by this Amendment, hereafter shall secure the payment of the above-referenced principal sum in accordance with the terms of the Amended Note.
- 3. <u>Maturity Date</u>. The date for the final payment of the balance due under the Amended Note is November 30, 2035.
- 4. <u>No Further Changes</u>. Except as modified by this Amendment, all of the terms and conditions of the Mortgage shall remain in full force and effect. In the event of any conflict between the Mortgage and this Amendment, this Amendment shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the Mortgage has executed and delivered this Amendment as of the date first set forth above.

RALPH WANGER 2001 FAMILY IRREVOCABLE PERPETUITIES TRUST F/B/O LEONARD R. WANGER dated December 19, 2001

Leah Zell Wanger, as trustee

STATE OF ILLINGS

}ss

**COUNTY OF COOK** 

OFFICIAL SEAL
KATHLEEN TUCKER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/28/09

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leah Zell Wanger personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this the day of December, 2005

NOTARY PUBLIC

My commission expires

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IN WITNESS WHEREOF, Mortgagee has executed and delivered this Amendment as of the date first set forth above.

RALPH WANGER, not individually but solely as the Trustee of the Ralph Wanger Revocable Trust u/a/d December 16, 1994

STATE OF ILL INOIS

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COUNTY OF COOK

OFFICIAL SEAL
KATHLEEN TUCKER
DTARY PUBLIC - STATE OF ILLINOIS
BY COMMISSION EXPIRES:02/28/09

I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ralph Wanger personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the laid instrument as his voluntary act, for the uses and purposes therein set forth.

Given under my hand and scal this 7 day of becomber, 2005

NOTARY PUBLIC

My commission expires

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### **EXHIBIT "A"**

### **Legal Description**

### PARCEL 1:

UNIT 603 IN THE REGENT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN MAYFAIR-REGENT SUBDIVISION OF LAND PROPERTY AND SPACE IN EAST ½ SOUTH FRACTIONAL ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF THE CONDOMINIUM RECORDED AS DOCUMENT NUMBER 97640252, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT FOR THE BENEFIC OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 96869215 AND EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, USE AND ENJOYMENT OF PROPERTY AS SET FORTH IN AMENDMENT AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 97640251.

### PARCEL 3:

AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF CARCEL 1 FOR STORAGE PURPOSE TO THE USE OF RS-10, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF THE MAYFAIR CONDOMINIUM, RECORDED AS DOCUMENT 96869217, AS AMENDED BY SECOND AMENDMENT RECORDED AS DOCUMENT 97459262, AS CREATED BY DOCUMENT 96869215.

#### PARCEL 4:

PARKING UNITS P-78 AND P-79 IN THE 180-190 EAST WALTON GARAGE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING LOT 1 IN MAYFAIR-REGENT SUBDIVISION BEING A RESUBDIVISION OF BANK, PROPERTY AND SPACE IN THE EAST ½ OF SOUTH FRACTIONAL ¼ IF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, MAINTENANCE, ENCROACHMENTS, EQUIPMENT AND SERVICES AND SUPPORT BENEFITING THE AFORESAID (AND THE IMPROVEMENTS THEREOF) WHICH ARE SET FORTH IN EASEMENT AGREEMENT RECORDED NOVEMBER 14, 1996 AS DOCUMENT NUMBER 96869215 AND THE NON-EXCLUSIVE EASEMENTS

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FOR INGRESS, EGRESS, MAINTENANCE, ENCROACHMENTS, EQUIPMENT AND SERVICES AND SUPPORT AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED NOVEMBER 14, 1996 AS DOCUMENT NUMBER 26869215; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 97036328 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Address of Property.

Address of Property.