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This instrument was prepared
by and, after recording,
return to:

Doc#: 0621222134 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/31/2006 02:49 PM Pg: 1 of 6

Midwest Bank and Trust Company
Hinsdale Banking Center
500 West Chestnut
Hinsdale, IL 60521

Location of Property:

1501-1527 W. North Avenue
Melrose Park, IL 60160

Property Identification No. 12-34-403-013-0000

Space above this line for Recorder's use only

AMENDMENT TO MORTGAGE

This Amendment to Mortgage is executed as of the 26 day of June, 2006, by LaSalle National Bank as Trustee under a Trust Agreement dated May 17, 1988 and known as Trust No. 113252 ("Grantor") in favor of Midwest Bank and Trust Company, successor by merger to Midwest Bank of Hinsdale, whose address is 500 West Chestnut, Hinsdale, Illinois 60521 ("Lender").

RECITALS:

A. Grantor has mortgaged and conveyed an interest in the following described real property (the "Real Property") to Lender as security for the Indebtedness, including but not limited to the obligations of Michael S. Schwendener ("MSS") to Lender under that certain promissory note in the original principal amount of \$2,260,000.00, as such note has been renewed, modified, extended and replaced (the "Note"), by that certain Mortgage dated December 26, 2001 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 10, 2002 as Document No. 0020040542 (the "Original Mortgage"):

THE EAST 297.46 FEET OF LOT 3 OF THE SUBDIVISION OF THE
SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN
(EXCEPT THAT PART THEREOF LYING NORTH OF A LINE 469.13 FEET
NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION
34), AND (EXCEPT THAT PART THEREOF TAKEN FOR WIDENING OF
NORTH AVENUE) AND (EXCEPT THE EAST 25 FEET FALLING IN 15TH
AVENUE) IN COOK COUNTY, ILLINOIS.

B. The Original Mortgage as supplemented by this Amendment to Mortgage is
sometimes hereinafter referred to as the "Mortgage."

SC
SH
PC
SE
MY
MH

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C. MSS has guaranteed various obligations of Paul H. Schwendener, Inc. ("PHSI") pursuant to MSS's Commercial Guaranty of PHSI's obligations to Lender dated December 27, 2000, MSS's Commercial Guaranty of PHSI's obligations to Lender dated August 10, 2004, and MSS's Commercial Guaranty of PHSI's obligations to Lender dated April 17, 2006 (collectively, the "Commercial Guaranties"). The Commercial Guaranties secure, inter alia, the obligations of PHSI to Lender pursuant to PHSI's Promissory Note payable to Lender in the amount of Ten Million Dollars dated May 31, 2005, as amended, modified and extended (the "Company Note") as well as PHSI's obligations to Lender under the Amended and Restated Notes (the "Amended and Restated Company Notes") as defined in the Amendment to Loan Documents by and among PHSI, MSS and Lender dated as of the date hereof (the "Amendment") in an aggregate principal amount not to exceed Eight Million Dollars.

D. MSS and Lender joined with PHSI in entering into the Amendment to consolidate, extend and cross-collateralize certain obligations of MSS to Lender.

E. The parties intend that the Amended and Restated Note of MSS payable to Lender in a principal amount not to exceed \$16,186,574 and dated as of the date of this Amendment to Mortgage (the "Amended and Restated MSS Note") and the obligations of MSS as party to the Commercial Guaranties, be secured by the lien of the Mortgage in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereby agree as follows:

1. The Recitals set forth above are true and correct and are incorporated herein by this reference.
2. Except as otherwise expressly indicated herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Mortgage.
3. The Mortgage is hereby amended as follows:
 - (a) The term "Indebtedness" shall include any obligation of MSS to Lender under the Amended and Restated MSS Note as well as any obligation of MSS to Lender under the Commercial Guaranties as amended and modified by the Amendment to cover, inter alia, the Company Note and the Amended and Restated Company Notes. There is no limit on the amount of the Indebtedness secured by the Mortgage as hereby amended.
 - (b) The term "Note" shall mean the Amended and Restated MSS Note, which Note shall be secured by the lien of the Mortgage in accordance with the terms hereof.
 - (c) The term "Mortgage" shall mean the Mortgage as amended by this Amendment to Mortgage.

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- (d) All references to "principal amount" of the Note shall, effective as of the date hereof, be deemed to be references to a principal amount of \$16,186,574.
- (e) The term "Related Documents" shall mean the Related Documents as amended by the Amendment and this Amendment to Mortgage, and shall include, without limitation, the Amended and Restated Note and the Commercial Guaranties.
- (f) The Maturity date shall be October 1, 2006.

4. Grantor hereby ratifies and confirms its liabilities and obligations under the Mortgage and Related Documents as amended by this Amendment to Mortgage. Except as expressly provided herein, the Mortgage shall remain in full force and effect in accordance with its terms.

5. The Amendment to Mortgage implements the Amendment, the terms and provisions of which are incorporated herein by this reference.

IN WITNESS WHEREOF, the foregoing Amendment to Mortgage is executed as of the day and year first written above.

GRANTOR: **CHICAGO TITLE LAND TRUST COMPANY**
AS SUCCESSOR TRUSTEE TO *LASALLE BANK*

SEE ATTACHED EXCULPATORY

By: **CLAUDE FOR SIGNATURE**

Name: _____

Title: _____

MIDWEST BANK AND TRUST COMPANY

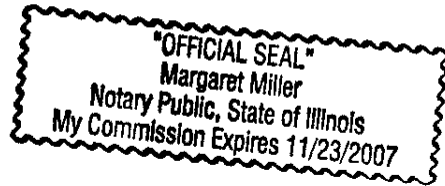
By: *[Signature]*
Exec. Vice President

4

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
 COUNTY OF DUPAGE)



On this 30 day of June, 2006, before me, the undersigned Notary Public, personally appeared Mary M. Henthorn and known to me to be the Executive Vice President authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Margaret Miller Residing at 500 W. Chestnut Hensdale

Notary Public in and for the State of Illinois

My commission expires 11/23/2007

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO LASALLE BANK, AS TRUSTEE UNDER TRUST # 113252 ATTACHED TO AND MADE A PART OF THE AMENDMENT TO MORTGAGE DATED 06/26/06, WITH MIDWEST BANK AND TRUST COMPANY

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 herein 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 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 CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: 7/17/06

CHICAGO TITLE LAND TRUST COMPANY, as Trustee
Under Trust No. 113252

By:


Assistant Vice President

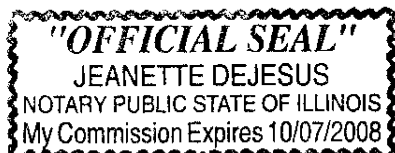
State of Illinois

County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 7/17/06.




NOTARY PUBLIC