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**PREPARED BY AND WHEN RECORDED MAIL TO:**

Steven Bright, Esq.  
Levenfeld Pearlstein, LLC  
400 Skokie Boulevard  
Suite 700  
Northbrook, Illinois 60062



Doc#: 0724739086 Fee: \$32.50  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/04/2007 02:26 PM Pg: 1 of 5  
0714240197

Doc#: 0714240197 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/22/2007 03:27 PM Pg: 1 of 5

LT-29953

**AMENDMENT NO. 1 TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT -  
NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO BANCO POPULAR NORTH AMERICA, AS SUCCESSOR TRUSTEE TO CAPITAL BANK AND TRUST  
AS TRUSTEE UNDER TRUST NO. 2426**

Amendment No. 1 to Amended and Restated Mortgage and Security Agreement dated as of April 10, 2007, made by NORTH STAR TRUST COMPANY, as successor trustee to BANCO POPULAR NORTH AMERICA, as successor trustee to CAPITAL BANK AND TRUST, as Trustee under Trust Agreement dated April 1, 1993 and known as Trust No. 2426 ("Mortgagor") in favor of COLE TAYLOR BANK ("Mortgagee"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof.

P R E A M B L E:

Mortgagor gave to Mortgagee that certain Amended and Restated Mortgage and Security Agreement dated April 29, 2005, which was recorded on 5-22-07 in the Office of the Cook County, Illinois Recorder of Deeds as Document No. 0714240197 ("Mortgage"). Mortgagor and the beneficiary of Mortgagor ("Beneficiary") have requested Mortgagee to make certain changes to Mortgagee's financing of Mortgagor and Beneficiary. Mortgagee has agreed to do so, so long as, among other things, Mortgagor executes and delivers to Mortgagee this Amendment.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

Commercial Land Title Insurance Co.  
134 N. LaSalle, Suite 2000  
Chicago, IL 60602

1. Article I of the Mortgage is amended to read as follows:

"I. RECITALS

1.01 Note. Pursuant to that certain Amended and Restated Loan and Security Agreement dated as of April 29, 2005, as amended as of the date of Amendment No. 1 to this Mortgage, entered into by and among Beneficiary, 2470 North Milwaukee Corp. ("2470") and Mortgagee (said Loan and Security Agreement, as amended, and as may be further amended

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and/or restated from time to time, shall be hereinafter referred to as the "Loan Agreement"), that certain term note (said term note, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Note") in the principal amount of \$4,080,000.00, payable, along with interest, and maturing as specified in the Note has been executed and delivered by Mortgagor, 2470 and Beneficiary to Mortgagee.

1.02 Guaranties. Pursuant to those certain guaranties entered into by Beneficiary dated as of the date of this Mortgage (said guaranties, as may from time to time be extended, amended, modified, substituted, restated, confirmed and/or reaffirmed shall be individually referred to as a "Guaranty" and collectively as the "Guaranties"), Beneficiary guaranteed all of the indebtedness, obligations and liabilities of Mortgagor and 2470 to Mortgagee, whether now existing or hereafter arising, and howsoever created, arising or evidenced.

1.03 This Mortgage To induce Mortgagee to (A) enter into the Loan Agreement and (B) make the loan which is the subject of the Note, and as security for the repayment of the Note, the payment and performance of the Guaranties and payment and performance of all other indebtedness, obligations and liabilities of Beneficiary, 2470 and/or Mortgagor to Mortgagee, howsoever created, arising or evidenced, and whether now existing or hereafter arising, including, but not limited to, under the Loan Agreement and any document entered into or given pursuant to the Loan Agreement (all of the indebtedness, liabilities and obligations referenced in this Section shall be collectively referred to as the "Obligations"), Mortgagor has agreed to execute and deliver to Mortgagee this Mortgage. This Mortgage is given as equal security for all of the Obligations without preference or priority of any part of the Obligations by reason of priority of time or of the negotiation thereof or otherwise."

2. All references to the "Mortgage" in the Mortgage shall mean the "Mortgage" as amended by this Amendment and as may be further amended and/or restated from time to time.

3. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]**

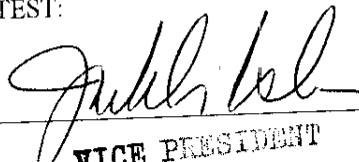
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4. Exculpation. This Amendment is executed by Mortgagor, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred and fixed in its as such trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on Mortgagor as trustee as aforesaid, or on Mortgagor personally, to pay the Obligations or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability on Mortgagor, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder. Each and all of the representations, warranties, covenants, undertakings and agreements made by the Mortgagor as trustee as aforesaid are made for the purpose of binding (and shall be enforceable against) the Beneficiary and its successors and assigns. So far as Mortgagor as trustee as aforesaid, and its successors, and the Mortgagor, personally, are concerned, Mortgagee and the holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the property hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided, or by action to enforce the personal liability of any Beneficiary or co-maker.

NORTH STAR TRUST COMPANY, as successor trustee to BANCO POPULAR NORTH AMERICA, as successor trustee to CAPITAL BANK AND TRUST, not individually, but solely as Trustee under Trust Agreement dated April 1, 1993 and known as Trust No. 2426

By:   
 Title: TRUST OFFICER

ATTEST:

By:   
 Title: VICE PRESIDENT

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STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF C O O K )

The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Martha Castillo **TRUST OFFICER** and Jacklin Isha **VICE PRESIDENT** of North Star Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that such persons signed and delivered said instrument as such persons' own free and voluntary act and as the free and voluntary act of said Land Trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27<sup>th</sup> day of April, 2007.

*Laurel D. Thorpe*  
NOTARY PUBLIC

My Commission Expires



[ S E A L ]

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## SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Policy is described as follows:

LOTS 35, 36, 37, 38, 39, 40 AND 41 IN WITTBOLD'S ADDITION TO WEST ROGERS PARK IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RIGHT, TITLE AND INTEREST OF THE PUBLIC AND THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND CONDEMNED ON A COMPLAINT FILED NOVEMBER 17, 1986, AS CASE NUMBER 86 L 51331, AND AN ORDER VESTING TITLE ENTERED THEREIN ON APRIL 20, 1987.

(AFFECTS THAT PART OF LOT 37 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 37, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES, 00 MINUTES, 25 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 37, A DISTANCE OF 17.00 FEET; THENCE SOUTH 54 DEGREES, 07 MINUTES, 41 SECONDS WEST, 20.98 FEET TO A POINT ON THE WEST LINE OF SAID LOT 37, SAID POINT BEING SOUTH 00 DEGREES, 01 MINUTES, 15 SECONDS WEST, 12.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT 37; THENCE NORTH 00 DEGREES, 07 MINUTES, 41 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 37, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.)

- PIN #'S 10-34-100-021-0000 (LOT 35)
- 10-34-100-020-0000 (LOT 36)
- 10-34-100-001-0000 (LOT 37)
- 10-34-100-002-0000 (LOT 38)
- 10-34-100-003-0000 (LOT 39)
- 10-34-100-004-0000 (LOT 40)
- 10-34-100-005-0000 (LOT 41)

CKA: 4761 WEST TOUHY, LINCOLNWOOD, ILLINOIS  
7151 NORTH CICERO, LINCOLNWOOD, ILLINOIS

Commercial Land Title Insurance Co.  
134 N. La Salle, Suite 2000  
Chicago, IL 60602

Cook County Clerk's Office