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1998-12-02 13:11:42  
Cook County Recorder 27.00



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**RECORDATION**

**REQUESTED BY:**

U.S. Bank National Association  
201 W. Wisconsin Avenue  
Milwaukee, WI 53259

**WHEN RECORDED**

**MAIL TO:**

U.S. Bank National Association  
ATTN: Collateral Dept.  
201 W. Wisconsin Avenue  
Milwaukee, WI 53259

For Recorder's Use Only

AMENDMENT NO. 2 TO MORTGAGE -  
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST NO. 109490-06

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Amendment No. 2 to Mortgage dated as of August 15, 1998, is made by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated October 27, 1989, and known as Trust No. 109490-06 ("Mortgagor") in favor of U.S. BANK NATIONAL ASSOCIATION f/k/a FIRST BANK (N.A.) ("Mortgagee" or "Bank"). This Amendment pertains to the real estate described on Exhibit A attached hereto and hereby made a part hereof.

P R E A M B L E:

The Mortgagor gave to the Bank that certain Mortgage dated December 14, 1993, which was recorded on January 4, 1994 with the Cook County Recorder of Deeds as Document No. 94008292 and amended by Amendment No. 1 to Mortgage dated April 8, 1996, which was recorded on April 18, 1996 with the Cook County Recorder of Deeds as Document No. 96292426 (the "Mortgage"). The Mortgagor has requested the Bank to provide new financing to the Mortgagor and Beneficiary. The Bank has agreed to do so, so long as, among other things, this Mortgagor execute and deliver to the Bank 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, the Mortgagor agrees as follows:

- 1. Paragraph 1.01 to the Mortgage is amended to read as follows:

1.01 Notes Whereas, pursuant to that certain Loan and Security Agreement dated the date of this Mortgage as amended the date of Amendment No. 1 and Amendment No. 2 to this Mortgage entered into by and between the Mortgagor and Bank (said Loan and Security Agreement, as may be amended or restated from time to time, shall be hereinafter referred to as the "Loan Agreement"), that certain Promissory Note in the principal amount of \$1,018,000.00 from the Mortgagor to Bank have been or are being contemporaneously executed and delivered by the Mortgagor to the Bank.

BOX 333-CT1

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from the Assignor to Bank have been or are being contemporaneously executed and delivered by the Assignor to the Bank.

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2. All references to the "Note" in the Assignment of Leases and Rents shall be redefined to mean the "Notes" as defined in the Assignment in the Assignment of Leases and Rents, as amended by this Amendment.

3. All references to the "Assignment of Leases and Rents" in the Assignment of Leases and Rents shall be redefined to mean the "Assignment of Leases and Rents" as amended by this Amendment.

4. In all other respects, the Assignment of Leases and Rents 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 Assignment of Leases and Rents shall have the same meanings herein as therein.

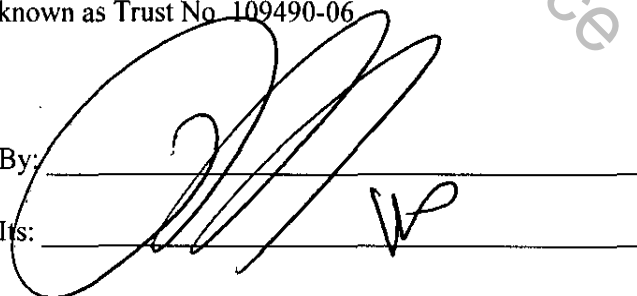
5. This Amendment No. 2 to Assignment of Leases and Rents is executed by Assignor, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred and fixed in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on Assignor as Trustee as aforesaid, or on Assignor personally, to pay the note 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 Assignor, if any, being expressly waived by Assignee 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 Assignor as Trustee as aforesaid are made for the purpose of binding (and shall be enforceable against) the Beneficiaries and their successors and assigns. So far as the Assignor, as Trustee as aforesaid, and its successors, and the Assignor, personally are concerned, Assignee and the holder or holders of the note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises 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 guarantor or co-maker.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY  
OF CHICAGO, not individually, but solely as Trustee under  
that certain Trust Agreement dated October 27, 1989 and  
known as Trust No. 109490-06

By: \_\_\_\_\_

Its: \_\_\_\_\_



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STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK )

I, the Assignor, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT the above persons 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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of <sup>OCT 23 1998</sup> \_\_\_\_\_, 1998.

*L. M. Soviensi*  
\_\_\_\_\_

Notary Public

My Commission expires \_\_\_\_\_



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PARCEL 1:

LOTS 9 TO 18 INCLUSIVE IN THE SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

LOT 8 (EXCEPT WEST 16 FEET OF THE EAST 17 FEET THEREOF) IN SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

ALL OF THE VACATED EAST AND WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 8 TO 18 LYING NORTH AND ADJOINING THE NORTH LINE OF LOTS 19 TO 29 AND LYING WEST OF AND ADJOINING THE WEST LINE OF THE EAST 17 FEET SAID LOT 8 PRODUCED SOUTH 16 FEET, VACATED BY ORDINANCE OCTOBER 13, 1960 AS SHOWN ON DOCUMENT NUMBER 18024131 IN THE SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 19 TO 34 BOTH INCLUSIVE IN THE SUBDIVISION OF BLOCK 43 OF CANAL TRUSTEES' SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 11 FEET OF LOT 40 AND ALL OF LOTS 41, 42, 43 AND 44 IN THE SUBDIVISION OF BLOCK 43 OF CANAL TRUSTEES' SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.