



Doc#: 0817822065 Fee: \$46.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/26/2008 12:33 PM Pg: 1 of 6

This instrument drafted by, and after recording please return to:

Joseph S. Rupkey, Esq.
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5306

CHICAGO TITLE LAND TRUST COMPANY is successor Land Trustee to Cole Taylor Bank and all references within this Amendment document to Cole Taylor Bank shall be deemed to mean CHICAGO TITLE LAND TRUST COMPANY as Successor Trustee

**FIRST AMENDMENT
TO
COMBINATION MORTGAGE, FIXTURE FINANCING STATEMENT,
SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND RENTS**

THIS FIRST AMENDMENT TO COMBINATION MORTGAGE, FIXTURE FINANCING STATEMENT, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is dated as of the 15th day of June, 2008, by and between **COLE TAYLOR BANK**, an Illinois banking association and successor in interest to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated May 19, 1988, known as Trust # 94156 ("**Mortgagor**"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association formerly known as Firststar Bank Illinois ("**Lender**").

WITNESSETH

WHEREAS, Lender and Lee Drabek and Arlene Drabek, husband and wife (together, "**Borrower**"), are parties to that certain Loan Agreement dated as of September 1, 2006 (the "**2006 Loan Agreement**"), and, in connection therewith, Mortgagor entered into that certain Combination Mortgage, Fixture Financing Statement, Security Agreement and Assignment of Leases and Rents recorded in the office of the Cook County Recorder on September 12, 2006, as Document No. 0625533168 (the "**Mortgage**"), relating to certain real property located in Cook County, Illinois, as more particularly described in Exhibit A attached hereto and made a part hereof;

WHEREAS, the Mortgage secures the payment of all amounts owed Lender by Borrower under the 2006 Loan Agreement; and

WHEREAS, in connection with an Amendment No. 1 to Loan Agreement dated as of April 7, 2003 and Loan Agreement dated as of September 1, 2006 ("**Amendment No. 1**"), dated as of June 15th, 2008, by and between Borrower and Lender, Mortgagor and Lender desire to amend the Mortgage as herein set forth.

NOW, THEREFORE, in consideration of the terms and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, **IT IS AGREED**:

P6

UNOFFICIAL COPY

1. **Definitions.** Any capitalized term used in this Amendment and not otherwise defined herein shall have the meaning ascribed to said term in the Mortgage or the Loan Agreement, unless the context otherwise requires.

2. **Amendment.** The Mortgage is hereby amended as follows:

a. **The Loan Agreement.** All references in the Mortgage to the "Loan Agreement" shall include the 2006 Loan Agreement as amended by Amendment No. 1.

b. **Obligations.** All references in the Mortgage to the "Obligations" shall include (i) the principal amount of \$6,500,000.00 or so much thereof as may be advanced by Lender pursuant to that certain Dealer Loan and Security Agreement dated as of December 12, 2002, as amended through Amendment No. 9 to Dealer Loan and Security Agreement dated as of June 14, 2008 (as amended, the "Dealer Loan Agreement"), by and between Lender and Gateway Motor Sales, Inc. ("Gateway"), (ii) interest on the amount advanced and unpaid at the interest rate or rates provided in the Dealer Loan Agreement, and (iii) all other amounts payable by Gateway and the performance of all other agreements of Gateway under the Dealer Loan Agreement as the same now exists or may hereafter be amended. P

c. **Maturity Date.** All references in the Mortgage to the "Maturity Date" shall mean and refer to July 31, 2008.

d. **Amended Mortgage.** All references to the Mortgage in the Mortgage, the Loan Agreement and the Loan Documents shall refer to the Mortgage as amended hereby.

3. **Reaffirmation of Representations and Warranties.** Mortgagor hereby repeats and reaffirms the representations and warranties set forth by Mortgagor in the Mortgage.

4. **The Mortgage.** Except as expressly provided above, the Mortgage, the Loan Agreement and the Loan Documents shall remain in full force and effect, and this Amendment shall not release, discharge or satisfy any present or future debts, obligations or liabilities of Mortgagor or Borrower to Lender or any lien or other collateral or security for any of such debts, obligations or liabilities of Mortgagor or Borrower, or waive any default, and Lender expressly reserves all of its rights and remedies with respect to Mortgagor and Borrower and all such liens and other collateral and security. This is an amendment and not a novation.

5. **Conflict.** In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Mortgage, the terms and provisions of this Amendment shall govern, control and prevail.

6. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois.

8. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered as of the date first set forth above.

CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO

COLE TAYLOR BANK, as Trustee under Trust Agreement dated May 19, 1988 and known as Trust # 94156 and not personally

By: *Joseph F. Sochacki*
Name: JOSEPH F. SOCHACKI
Title: TRUST OFFICER

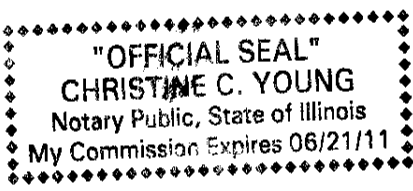
Attest: _____
Name: Attestation not required
Title: pursuant to corporate by-laws.

STATE OF ILLINOIS
COUNTY OF COOK SS.

On this 6 day of June, 2008, before me, a Notary Public, personally appeared JOSEPH F. SOCHACKI and _____, the TRUST OFFICER and _____, respectively, of Cole Taylor Bank, an Illinois banking association, as Trustee under Trust Agreement dated May 19, 1988 and known as Trust # 94156, for and on behalf of said Trust, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument as such officers, and acknowledged the execution of this instrument as his/her free and voluntary act, and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]



Christine Young
Name: CHRISTINE YOUNG
Notary Public
State of ILLINOIS
County of COOK
My Commission expires 06/21/2011

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 the undersigned land trustee, 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.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: *Paul Niedermayer*
 Name: PAUL J NIEDERMAYER
 Title: VICE PRESIDENT

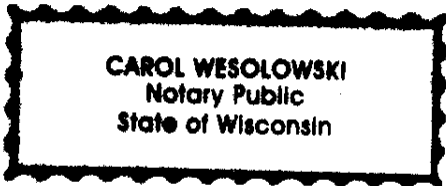
STATE OF WISCONSIN)
) SS.
 COUNTY OF MILWAUKEE)

On this 9th day of June, 2008, before me, a Notary Public, personally appeared Paul Niedermayer, the Vice President of U.S. Bank National Association, a national banking association, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as such officer, and acknowledged the execution of this instrument as his/her free and voluntary act, and as the free and voluntary act of said association, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]

Carol Wesolowski
 Name: Carol Wesolowski
 Notary Public
 State of Wisconsin
 County of Milwaukee
 My Commission expires 3-5-2012



Property of Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

(Legal Description)

STREET ADDRESS:

CITY:

COUNTY: COOK

TAX NUMBER: 13-08-211-039-+000

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 46 TO 58, BOTH INCLUSIVE, (EXCEPTING THEREOF THAT PART OF SAID LOTS LYING BETWEEN THE NORTHEAST LINE OF MILWAUKEE AVENUE AND A LINE 21.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEAST LINE OF MILWAUKEE AVENUE) IN BLOCK 4 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF SECTION 8, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 666.00 FEET THEREOF) IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 39 TO 43, BOTH INCLUSIVE, (EXCEPTING THEREFROM THE PART OF SAID LOTS LYING BETWEEN THE NORTHEAST LINE OF MILWAUKEE AVENUE AND A LINE 21.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEAST LINE OF MILWAUKEE AVENUE) IN BLOCK 4 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF SECTION 8, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 666.00 FEET THEREOF) IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 3 TO 12, BOTH INCLUSIVE, (EXCEPT THAT PART OF SAID LOTS LYING BETWEEN THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21.00 FEET SOUTHWEST OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE) IN BLOCK 2 IN MILWAUKEE AVENUE FRONT, BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING BETWEEN RAND ROAD AND NORTH MILWAUKEE PLANK ROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 18 TO 20, BOTH INCLUSIVE, (EXCEPT THAT PART OF SAID LOTS LYING BETWEEN THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21.00 FEET SOUTHWEST OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE), BEING IN BLOCK 2 IN MILWAUKEE AVENUE FRONT, BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING BETWEEN RAND ROAD AND NORTH MILWAUKEE PLANK ROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 57 (EXCEPT THE SOUTH 23.00 FEET THEREOF) AND LOTS 58 TO 64, INCLUSIVE (EXCEPT THAT PART OF SAID LOTS 57 TO 64, TAKEN FOR STREET) IN BLOCK 3 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 666.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 31, 32, AND 33 (EXCEPT FROM SAID PREMISES THAT PART LYING BETWEEN THE NORTH EAST LINE OF MILWAUKEE AVENUE AND A LINE 21.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE TAKEN FOR WIDENING MILWAUKEE AVENUE) IN BLOCK 3 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 666.00 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PARCEL 7:

LOT 34 (EXCEPT THE SOUTHWESTERLY 21.00 FEET THEREOF) IN BLOCK 3 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION BEING A SUBDIVISION OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE EXCEPT THE NORTH 666.00 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOTS 20 AND 21 (EXCEPT THAT PART TAKEN FOR WIDENING OF MILWAUKEE AVENUE) AND LOT 22 (EXCEPT THE NORTHEASTERLY 21.00 FEET THEREOF) IN BLOCK 1 IN MILWAUKEE AVENUE FRONT BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING BETWEEN RAND ROAD AND MILWAUKEE PLANK ROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOTS 23 AND 24 IN BLOCK 1 IN MILWAUKEE AVENUE FRONT BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING BETWEEN RAND ROAD AND NORTH MILWAUKEE PLANK ROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THAT PART OF SAID LOTS 23 AND 24, LYING BETWEEN SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SOUTHWEST MILWAUKEE AVENUE), IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOT 54 (EXCEPT THAT PART LYING BETWEEN THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE) IN BLOCK 3 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 666.00 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 11:

LOT 13 IN BLOCK 2 (EXCEPT THAT PART CONVEYED TO CITY OF CHICAGO BY DOCUMENT 9950441) IN MILWAUKEE AVENUE FRONT, BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING BETWEEN RAND ROAD AND THE NORTH MILWAUKEE PLANK ROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 13-08-213-059-0000