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

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09208715

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1999-12-30 13:36:48
Cook County Recorder 55.00



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CHICAGO TITLE

AMENDMENT NO. 1 TO MORTGAGE

Amendment No. 1 to Mortgage dated as of October 28, 1999, made by Chicago Title Land Trust Company as trustee under trust agreement dated October 26, 1993 and known as Trust Number 1098799 ("Mortgage") 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 Mortgage dated March 29, 1999 which was recorded on April 6, 1999 in the Office of the Cook County, Illinois Recorder of Deeds as Document No. 99327599 (the "Mortgage"). Beneficiary ("Beneficiary") of Mortgagor is an owner of Furniture Development Enterprises, LLC ("FDE") and Abode Furniture Studio, LLC ("Abode")(together FDE and Abode shall be referred to hereinafter as the "Borrowers"). Mortgagor, Beneficiary and Borrowers requested Mortgagee to modify Mortgagee's existing financing of Borrowers. 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:

1. The last sentence in the definition of "Indebtedness" on page two of the Mortgage is amended to read as follows:

"At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$152,500.00."

2. The definition of "Related Documents" on pages two and three of the Mortgage shall include that certain Forbearance Agreement dated the date of this Amendment by and between Borrowers, Beneficiary, Kenneth Kruss and Lender.

BOX 333-CT1

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3. 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.
4. All references to the "Note" in the Mortgage shall be changed to read "Notes" and shall mean (a) that certain promissory note dated March 29, 1999 in the original principal amount of \$250,000.00 from Borrowers to Mortgagee and (b) that certain promissory note dated March 29, 1999 also in the original principal amount of \$250,000.00 from Borrowers to Mortgagee.
5. 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.
6. 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, his, her and/or their 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 Notes 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 Notes provided, or by action to enforce the personal liability of any guarantor or co-maker.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed as of the date hereinabove first written.

CHICAGO TITLE LAND TRUST COMPANY, AS
TRUSTEE UNDER TRUST AGREEMENT DATED
OCTOBER 26, 1993 AND KNOWN AS TRUST
NUMBER 1098799

**SEE ATTACHED EXCULPATORY
CLAUSE FOR SIGNATURE**

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

09208715

I, the Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT _____ (Assistant) Vice President, and _____, _____, of and CHICAGO TITLE LAND TRUST COMPANY personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Vice President and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said _____ did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as _____ own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, A.D., 1999.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST #1098799 ATTACHED TO AND MADE A PART OF THE AMENDMENT NO. 1 TO MORTGAGE DATED OCTOBER 28, 1999, TO COLE TAYLOR BANK.

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: DECEMBER 1, 1999

CHICAGO TITLE LAND TRUST COMPANY, as Trustee
Under Trust No. 1098799

By: Sheila Pauwfort
Assistant Vice President

Attest:
By: Clair Jones
Assistant Secretary



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 and Assistant Secretary of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this DECEMBER 1, 1999



Marylou Estrada
NOTARY PUBLIC

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007806225 NSC
STREET ADDRESS: 1155 N. HOWE
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 17-04-303-001-0000

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LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 AND THE WEST 1/2 OF LOT 2 IN BLOCK 88 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 6, 7, 8 AND 9 IN BLOCK 83 OF ELSTON'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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