

**Request for Re-Recording**

**Reason for Re-Recording:** THIS DOCUMENT IS BEING RE-RECORDED TO INCLUDE:

MORTGAGE DATED 3/31/2009 AND RECORDED 5/21/2009 AS DOC #0914157068

**Borrower:** LESTER LAMPERT, INDIVIDUALLY, AND AS TRUSTEE OF THE LESTER LAMPERT TRUST AGREEMENT DATED MARCH 6, 2001 UNDER THE PROVISIONS OF A TRUST AGREEMENT, AND MAUREEN LAMPERT, INDIVIDUALLY, AND AS TRUSTEE OF THE MAUREEN LAMPERT TRUST AGREEMENT DATED MARCH 6 2001 UNDER THE PROVISIONS OF A TRUST AGREEMENT.

**Property Address:** 2304 GREENVIEW ROAD, NORTHBROOK IL 60062

**Document # being Re-recorded:** 1133929093

This Document was prepared by:

Juan Cuevas



The Private Bank & Trust Company

70 W. Madison 8<sup>th</sup> floor Chicago, IL 60602

P: 312) 564-1490



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**RECORDATION REQUESTED BY:**

The PrivateBank and Trust  
Company  
120 S. LaSalle  
Chicago, IL 60602-4202

Doc#: 1133929093 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/05/2011 02:14 PM Pg: 1 of 6

**WHEN RECORDED MAIL TO:**

The PrivateBank and Trust  
Company  
120 S. LaSalle  
Chicago, IL 60602-4202

**SEND TAX NOTICES TO:**

Lester Lampert, Trustee of The  
Lester Lampert Trust  
Agreement dated March 6,  
2001 under the provisions of a  
trust agreement; Maureen  
Lampert, Trustee of The  
Maureen Lampert Trust  
Agreement dated March 6,  
2001 under the provisions of a  
trust agreement; Lester  
Lampert, Individually; and  
Maureen Lampert, Individually  
2304 Greenview Road  
Northbrook, IL 60062

**FOR RECORDER'S USE ONLY**

**This Amendment to Mortgage prepared by:**

Fischel & Kahn, Ltd.  
190 S. LaSalle Street, Suite 2850  
Chicago, IL 60603

512005 703  
1971

**AMENDMENT TO MORTGAGE**

This Amendment to Mortgage shall serve to amend and modify that certain Mortgage granted by Lester Lampert, Individually, and as Trustee of the Lester Lampert Trust Agreement dated March 6, 2001 under the provisions of a trust agreement, and Maureen Lampert, Individually, and as Trustee of the Maureen Lampert Trust Agreement dated March 6, 2001 under the provisions of a trust agreement.

**MAXIMUM LIEN.** 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 \$4,505,000.00.

For all purposes herein the address of The PrivateBank and Trust Company is 120 S. LaSalle Street, Chicago, Illinois 60603 referred to herein as "Lender."

**REVOLVING LINE OF CREDIT.** The Indebtedness, as herein defined, shall include the Business Loan Agreement (Asset Based) between Lester Lampert, Inc., an Illinois corporation ("Corporate Borrower"), Lester Lampert and Maureen Lampert (sometimes referred to as "Borrower" or "Co-Borrowers/ Guarantors") and The PrivateBank and Trust Company dated as of July 22, 2008 as three times heretofore and as hereafter amended, (the "Revolving Loan Agreement"), and the Term Loan between Lender and Corporate Borrower dated as of July 22, 2008 as heretofore and hereinafter amended, and this Mortgage, including the Assignment of Rents and the securities interests in the rents and personal

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property, in addition to securing the indebtedness of Grantors, is also given to secure the performance of Corporate Borrower and Lester Lampert and Maureen Lampert as Co-Borrowers/Guarantors of the Indebtedness of Corporate Borrower Lester Lampert, Inc. aforesaid.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS, (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THE MORTGAGE AND (C) PAYMENT OF THE INDEBTEDNESS OF CORPORATE BORROWER. THE MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** In addition to the language contained in the original Mortgage, Borrower, in its capacity as Co-Borrower/Guarantor, shall cause Corporate Borrower to perform its obligations and Co-Borrower/Guarantor shall perform its obligations under the Business Loan Agreement (Asset Based) and Term Loan described above.

**EXISTING INDEBTEDNESS.** Indebtedness of Lester Lampert, Inc. The lien of this Mortgage specifically secures the indebtedness of Lester Lampert, Inc. existing as of this date and any future amounts which Lender may advance to Corporate Borrower Lester Lampert, Inc. within 20 years from the date of this Amendment to Mortgage to the same extent as if such future advance were made as of the date of the execution of this Amendment to Mortgage.


**DEFINITIONS.** In addition to the terms defined in the Mortgage, the following words shall have the following meanings when used in this Mortgage:

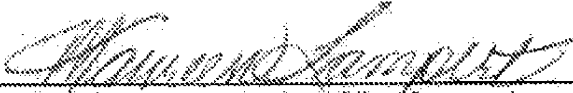
1. Corporate Borrower. The term "Corporate Borrower" means Lester Lampert, Inc.
2. Co-Borrower/Guarantor. The term "Co-Borrower/Guarantor" means Lester Lampert and Maureen Lampert in their capacities with Lester Lampert, Inc. as Co-Borrowers and Guarantors.
3. Revolving Loan Agreement. The term "Revolving Loan Agreement" means the Business Loan Agreement (Asset Based) between Lester Lampert, Inc., Lester Lampert and Maureen Lampert and The PrivateBank and Trust Company dated as of July 22, 2008 as heretofore amended and currently extending to and including June 30, 2010 as the same may be hereafter amended or extended.
4. Term Loan. The term "Term Loan" means the term loan between Lester Lampert, Inc. and Lender dated as of July 22, 2008 as heretofore amended and currently due on June 30, 2010 as the same may be hereafter further extended.
5. Indebtedness. In addition to the definition set forth in the Mortgage, the term "Indebtedness" shall mean and include all amounts due under the Revolving Loan Agreement and the Term Loan.

**INCORPORATION OF MORTGAGE PROVISIONS.** Except as hereinabove modified, amended, expanded or changed, all of the provisions of the Mortgage between Grantors and Lender shall be and remain in full force and effect. Each Grantor acknowledges having read all of the provisions of this Amendment to Mortgage and each Grantor agrees to its terms.


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GRANTOR:

  
 \_\_\_\_\_  
 Lester Lampert, as trustee of the Lester Lampert  
 Trust Agreement dated March 6, 2001 under the provisions  
 of a trust agreement

  
 \_\_\_\_\_  
 Maureen Lampert, as trustee of the Maureen Lampert  
 Trust Agreement dated March 6, 2001 under the provisions  
 of a trust agreement

  
 \_\_\_\_\_  
 Lester Lampert, Individually

  
 \_\_\_\_\_  
 Maureen Lampert, Individually

OFFICE OF Cook County Clerk's Office

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## AMENDMENT TO MORTGAGE (Continued)

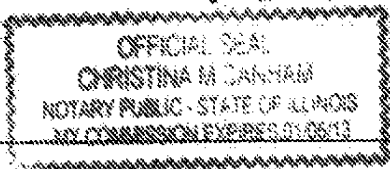
### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 26<sup>th</sup> day of February, 2013, before me, the undersigned Notary Public, personally appeared **Lester Lampert, Trustee of the Lester Lampert Trust Agreement dated March 6, 2001**, and known to me to be an authorized trustee or agent of the trust that executed the Amended Mortgage to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Amendment to Mortgage and in fact executed the Amendment to Mortgage on behalf of the trust.

By Christina M. Canham Residing at Chicago, IL

Notary Public in and for the State of Illinois  
My commission expires 1/5/13



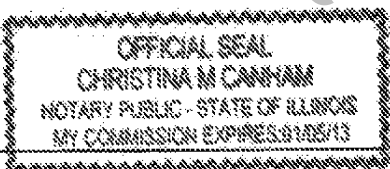
### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 26<sup>th</sup> day of February, 2013, before me, the undersigned Notary Public, personally appeared **Maureen Lampert, Trustee of the Maureen Lampert Trust Agreement dated March 6, 2001**, and known to me to be an authorized trustee or agent of the trust that executed the Amended Mortgage to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Amendment to Mortgage and in fact executed the Amendment to Mortgage on behalf of the trust.

By Christina M. Canham Residing at Chicago, IL

Notary Public in and for the State of Illinois  
My commission expires 1/5/13



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## AMENDMENT TO MORTGAGE (Continued)

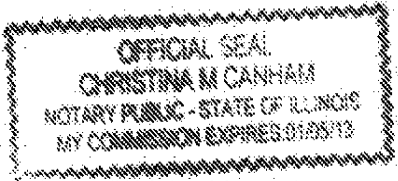
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 26<sup>th</sup> day of February, 2010 before me, the undersigned Notary Public, personally appeared Lester Lampert and Maureen Lampert, to me known to be the individuals described in and who executed the Amendment to Mortgage, and acknowledge that they signed the Amendment to Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

By Christina M. Canham Residing at Chicago, IL

Notary Public in and for the State of Illinois  
My commission expires 01/31/13



Cook County Clerk's Office