

THIRD AMENDMENT TO MORTGAGE

THIS THIRD AMENDMENT made as of this 1st day of June, 1986 by and between LASALLE NATIONAL BANK, not personally, but solely as Trustee under Trust Agreement dated May 21, 1985 and known as Trust No. 109728 ("Mortgagor") and EXCHANGE NATIONAL BANK OF CHICAGO ("Mortgagee").

R E C I T A L S:

A. Mortgagor is justly indebted to Mortgagee in the principal sum of ONE MILLION ONE HUNDRED TWENTY-NINE THOUSAND AND NO/100 DOLLARS (\$1,129,000) evidenced by a certain Mortgage Note dated May 30, 1985 made by Mortgagor and payable to the order of and delivered to Mortgagee, as amended by a certain First Amendment to Mortgage Note, Guaranty and Other Loan Documents dated July 30, 1985 made by Mortgagor and Mortgagor's beneficiary to and for the benefit of Mortgagee, a certain Second Amendment to Mortgage Note, Guaranty and Other Loan Documents dated December 1, 1985 made by Mortgagor and Mortgagor's beneficiary to and for the benefit of Mortgagee and a certain Third Amendment to Mortgage Note, Guaranty and Other Loan Documents of even date herewith made by Mortgagor and Mortgagor's beneficiary to and for the benefit of Mortgagee (said Mortgage Note, as amended by said First Amendment, said Second Amendment and said Third Amendment, is herein referred to as the "Amended Note").

B. The Amended Note is secured by, among other things, that certain Mortgage dated May 30, 1985, recorded on June 11, 1985 with the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 85055135, as amended by that certain First Amendment to Mortgage dated July 30, 1985, recorded on August 21, 1985 with the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 85155962 and that certain Second Amendment to Mortgage dated December 1, 1985, recorded on January 8, 1986 with the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 86008770, and covering the property described in Exhibit A to said Mortgage and Exhibit A-1 to said First Amendment (said Mortgage, as amended by said First Amendment and said Second Amendment, is herein referred to as the "Mortgage").

C. Mortgagor has requested and Mortgagee has agreed to extend the maturity date of the Amended Note from June 10, 1986 to December 31, 1986.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby agrees as follows:

1. The Recitals set forth above are hereby incorporated herein and made a part hereof.
2. The Mortgage is hereby amended to secure the obligations and liabilities evidenced by the Amended Note.
3. All references to the Mortgage contained in the Amended Note, and all other documents and instruments securing the Amended Note, shall be deemed to refer to the Mortgage, as amended by this Third Amendment.
4. All references to the "Note" contained in the Mortgage shall be deemed to refer to the Amended Note.

# UNOFFICIAL COPY

87613108

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CLERK OF COOK COUNTY

Property of Cook County Clerk's Office

87613108

# UNOFFICIAL COPY

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5. Mortgagor hereby ratifies and confirms the Mortgage, as amended by this Third Amendment, and the lien and security interest created thereby, and acknowledges that Mortgagor has no defenses, claims or set-offs to the enforcement by Mortgagee of the obligations and liabilities of Mortgagor under the Mortgage, as so amended.

6. This Third Amendment shall be binding on Mortgagor, its successors and assigns, and shall inure to the benefit of and be enforceable by Mortgagee, its successors and assigns.

7. This Third Amendment is executed by LaSalle National Bank, not personally, but as Trustee of Trust No. 109728 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in the Amended Note contained shall be construed as creating any personal liability on said Bank personally to pay the Amended Note or any indebtedness accruing thereunder or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder.

8. Except as expressly provided herein, the Mortgage shall remain in full force and effect in accordance with its terms.

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

LASALLE NATIONAL BANK, not personally, but solely as Trustee of Trust No. 109728

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

Title: ASSISTANT VICE PRESIDENT

Attest: \_\_\_\_\_

Title: Assistant Secretary

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

Merle Teitelbaum Cowin, Esq.  
Greenberger, Krauss & Jacobs, Chtd.  
180 North LaSalle Street, Suite 2700  
Chicago, IL 60601

Permanent Index Nos.:  
03-14-403-004, 03-14-403-005,  
03-14-403-002

Property Address:  
Northwest Corner of Wolf and Palatine  
Roads, Wheeling, Illinois

86421378

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Property of Cook County Clerk's Office

20040408



# UNOFFICIAL COPY

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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK     )

I, Marla Framarin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES A. CLARK, the Assistant Vice President of LaSalle National Bank, (the "Bank"), and JOSEPH W. LANG, the Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Secretary 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 Bank, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the seal of said Bank, did affix the seal of said Bank to said instrument as his 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 12<sup>TH</sup> day of September, 1986.

Marla Framarin  
NOTARY PUBLIC

(SEAL)

My Commission Expires 4-28-90

86421378

DEPT-01 RECORDING \$12.25  
TH3333 TRAN 4.19 09/17/86 16:20:00  
#7108 #A 34-421378  
COOK COUNTY RECORDER

86421375

12<sup>00</sup> MAIL

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