

UNOFFICIAL COPY

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FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LESSOR'S INTEREST IN LEASES, AND SECURITY AGREEMENT (this "Amendment") dated as of September 18, 1986 by and among Warehouse Club, Inc. (the "Borrower"), LaSalle National Bank, not personally but solely as Trustee under Trust Agreement dated March 7, 1983 and known as Trust Number 106050 (the "Mortgagor") and National Westminster Bank USA (the "Mortgagee").

WHEREAS, the Borrower and the Mortgagor executed that certain Note dated August 21, 1986 in the amount of \$10,000,000 in favor of the Mortgagee (such Note, as amended concurrently herewith, is herein referred to as the "Note") pursuant to that certain Loan Agreement dated as of August 22, 1986 by and between the Borrower and the Mortgagee (as amended concurrently herewith, the "Loan Agreement"), which Loan Agreement provides that the Mortgagee will lend \$10,000,000 to Borrower on the terms and conditions specified therein; and

WHEREAS, to secure the indebtedness evidenced by the Note and the obligations contained in the Loan Agreement, the Mortgagor executed in favor of the Mortgagee the following security documents: (i) a first mortgage in the property described on Exhibit A attached hereto and made a part hereof pursuant to that certain Mortgage dated August 21, 1986 recorded with the Recorder's Office of Cook County, Illinois on August 22, 1986 as Document Number 86-370137 (as amended herein, the "Mortgage"); (ii) Assignment of Lessor's Interest in Leases dated August 21, 1986 and recorded with the Recorder's Office of Cook County, Illinois on August 22, 1986 as Document Number 86-370138 (as amended herein, the "Lease Assignment"); and (iii) Security Agreement dated August 22, 1986 by and between Borrower and Mortgagee (as amended herein, the "Security Agreement"); and

WHEREAS, the Borrower has requested the Mortgagee to increase the available funds under the Loan Agreement to \$15,000,000 and the Mortgagee is willing to do so on the terms and conditions contained herein and contained in the First Amendment to Loan Agreement and First Amendment to Note executed concurrently herewith; and

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree that the Mortgage, Lease Assignment and Security Agreement are hereby each amended, as follows:

1. All references to "Ten Million Dollars" or "\$10,000,000" in the Mortgage, Lease Assignment and Security Agreement are

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hereby amended to "Fifteen Million Dollars" or "\$15,000,000" respectively.

2. All references in each of the Mortgage, Lease Assignment and Security Agreement to the Loan Agreement, Note, Mortgage, Lease Assignment and Security Agreement shall refer to such documents as amended herein and as amended concurrently herewith.

3. All of the terms, conditions, agreements and provisions set forth in the Mortgage, Lease Assignment and Security Agreement, as hereby and hereafter modified, amended and supplemented, shall be and they hereby are reaffirmed, ratified and confirmed in their entirety and incorporated herein by reference as if fully set forth herein.

This Amendment is executed by LaSalle National Bank, not personally but as Trustee as aforesaid 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 contained shall be construed as creating any liability of said Trustee personally to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof shall be a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, as concerns only such Trustees, being expressly waived by the Bank and by every person now or hereafter claiming any right or security hereunder, but nothing herein contained shall affect the liability of the Borrower.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Mortgage, Assignment of Lessor's Interest in Leases, and Security Agreement as of the date hereinabove stated.

WAREHOUSE CLUB, INC.

By: Howard Geiderman
Howard Geiderman, Vice President

ATTEST:

By: George A. Vinyard
~~W. Tynan Brown, Secretary~~
George A. Vinyard, Asst

LaSalle National Bank as Trustee
under Trust Agreement dated
March 7, 1983 and known as
Trust Number 106050

By: _____

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hereby amended to "Fifteen Million Dollars" or "\$15,000,000" respectively.

2. All references in each of the Mortgage, Lease Assignment and Security Agreement to the Loan Agreement, Note, Mortgage, Lease Assignment and Security Agreement shall refer to such documents as amended herein and as amended concurrently herewith.

3. All of the terms, conditions, agreements and provisions set forth in the Mortgage, Lease Assignment and Security Agreement, as hereby and hereafter modified, amended and supplemented, shall be and they hereby are reaffirmed, ratified and confirmed in their entirety and incorporated herein by reference as if fully set forth herein.

This Amendment is executed by LaSalle National Bank, not personally but as Trustee as aforesaid 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 contained shall be construed as creating any liability of said Trustee personally to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof shall be a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, as concerns only such Trustees, being expressly waived by the Bank and by every person now or hereafter claiming any right or security hereunder, but nothing herein contained shall affect the liability of the Borrower.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Mortgage, Assignment of Lessor's Interest in Leases, and Security Agreement as of the date hereinabove stated.

WAREHOUSE CLUB, INC.

By: _____
Howard Geiderman, Vice President

ATTEST:

By: _____
W. Tynan Brown, Secretary

LaSalle National Bank as Trustee
under Trust Agreement dated
March 7, 1983 and known as
Trust Number 106050 and not personally

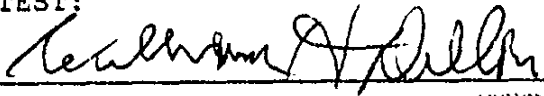
By: _____

ASSISTANT VICE PRESIDENT.

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8 6 4 3 9 5 3 1

ATTEST:



ASSISTANT SECRETARY

National Westminster Bank USA

By: _____
Nancy Myron Crown,
Assistant Treasurer

This document was prepared by,
and after recordation should
be returned to:

Glen R. Cornblath, Esq.
Sachnoff Weaver & Rubenstein, Ltd.
30 South Wacker Drive
29th Floor
Chicago, Illinois 60606

Property of Cook County Clerk's Office

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ATTEST:

National Westminster Bank USA

By: Nancy Myron Crown
Nancy Myron Crown,
Assistant Treasurer

This document was prepared by,
and after recordation should
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY THAT James A. Clark, personally known to me to be the ASSISTANT VICE PRESIDENT of LA SALLE NATIONAL BANK, a national banking association, not personally but as Trustee under Trust Agreement dated March 7, 1983 and known as Trust No. 106050, and William D. Miller 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 VICE PRESIDENT and SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said William D. Miller then and there acknowledged that he/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of September, 1986.

Joanay Collins
Notary Public

My Commission Expires:

Jan 2, 1989

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8 6 4 3 9 5 3 1

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY THAT Nancy Myron Crown, personally known to me to be the Assistant Treasurer of National Westminster Bank USA, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Assistant Treasurer, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act and deed of said association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of September, 1988.



Notary Public

My Commission Expires:

October 2, 1989

Property of Cook County Clerk's Office

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8 6 4 3 9 5 3 1

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY THAT Howard Geiderman, personally known to me to be Vice President of Warehouse Club, Inc., a Delaware corporation, and George A. Vinyard, Ass'l Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of September, 1986.

Mary Brebner
Notary Public

My Commission Expires:

10/2/89

Cook County Clerk's Office

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EXHIBIT A

The South 425 feet of the East 18.5 acres of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, and that part of the South 425 feet of Lot 5 of McDonnell's subdivision of the Southeast 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, lying West of the Westerly line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, in Cook County, Illinois.

Permanent Index
Numbers:

10-29-303-009
10-29-303-017
10-29-400-008

Jr.

Property Address: 7420 North Lehigh Avenue
Miles, Illinois

-86-439531

DEPT-01 RECORDING \$18.00
T#1111 TRAN 0740 09/26/86 11:04:00
#1598 # C *-86-439531
COOK COUNTY RECORDER

86439531

\$1800

*RETURN TO
BOX 367*

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10/10/00

Property of Cook County Clerk's Office

10002-08

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