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FIRST AMENDMENT TO MORTGAGE

This FIRST AMENDMENT TO MORTGAGE (this "First Amendment") is made as of December 23, 1986, by and between FIRST NATIONAL BANK OF LAGRANGE having offices at 620 W. Burlington Avenue, LaGrange, Illinois 60525, not individually but as Trustee under an agreement dated October 2, 1979, and known as Trust No. 1852 (herein called the "Land Trustee"), ROBERT and SARI M. PIELET, having as their mailing address 717 Park Avenue, Winnetka, Illinois 60093, (herein Robert and Sari M. Pielet are called the "Guarantor", and Land Trustee and the Guarantor and Sari M. Pielet are hereinafter sometimes collectively referred to as the "Grantor") and FEDERAL DEPOSIT INSURANCE CORPORATION (herein called the "FDIC") by Continental Illinois National Bank and Trust Company of Chicago, a national banking association, as Administrator, having offices at 231 South LaSalle Street, Chicago, Illinois 60697 (herein called the "Mortgagee" and in its individual corporate capacity called "CINB") as an amendment to the mortgage described in Recital D.

70-85-802

R E C I T A L S

A. The Land Trustee is the owner of the land (the "Land") legally described on Exhibit A attached hereto, and the Guarantor, together with his wife, Sari M. Pielet, as joint tenants, are the owners of the entire beneficial interest under and with respect to the Land Trust.

B. The Guarantor and CINB heretofore entered into a certain Guaranty dated as of March 8, 1984 (the "Guaranty") wherein Guarantor agreed to guaranty the obligations of Pielet Bros. Scrap Iron & Metal, Inc. ("Pielet") to CINB.

C. Pursuant to the Guaranty, the Guarantor executed and delivered to CINB a certain Term Note (the "Term Note") dated as of even date with the Guaranty, payable upon demand by the Mortgagee pursuant to the Guaranty, in the original principal amount of \$450,000.00.

D. The Guarantor and Land Trustee executed and delivered to CINB a certain Mortgage dated March 14, 1984 (the "Mortgage") to secure (among other things) the obligations of the Guarantor under the Guaranty and under the Term Note, which Mortgage was recorded on March 16, 1984 in the Recorder's Office of Cook County, Illinois as Instrument No. 27008258 and constitutes a lien against the Land and other property described in the Mortgage.

E. As of September 26, 1984, CINB assigned to the FDIC all of its right, title and interest in, to and in respect of the

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Prepared by
after recording
return to:

Mayer Brown & Platt
231 South LaSalle
Chicago, IL

PIN 05-16-101-012
717 Park Avenue
Winnetka, IL
60093

BOX 333-WJ

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Guaranty, the Term Note and the loan agreement, and notes secured by the Guaranty and all other instruments and documents delivered to CINB in connection therewith.

F. CINB is acting as Administrator for the FDIC in connection with the assignment described in Recital E.

G. Contemporaneously herewith, the Guarantor is entering into a certain Robert Piolet Guaranty (the "Amended Guaranty") amending the Guaranty pursuant to which the Guarantor shall reaffirm his obligations to guaranty the obligations of Piolet to Mortgagee, up to a maximum amount of \$390,000.00 plus interest and all expenses of enforcing the Guaranty, and pursuant to which the Guarantor will execute a new Term Note (the "New Note") in the principal amount of \$390,000.00, payable on demand with interest at the rate and on the terms provided therein, in substitution for the Term Note to secure the Guarantor's obligations under the Guaranty.

H. The Grantor and the Mortgagee are entering into this First Amendment to, among other purposes, reaffirm Grantor's obligations under the Mortgage and to confirm that the Mortgage secures the Amended Guaranty and the New Note.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Mortgagee agree as follows:

1. The Mortgage is hereby amended as follows:

(a) All references in the Mortgage to the terms "this Mortgage", "the Mortgage", "herewith", "herein", "hereby" or any similar term shall be hereby deemed to mean and refer to the Mortgage, as amended by this First Amendment and as it may hereafter be further amended, modified or restated.

(b) All references in the Mortgage to the term "Term Note" shall be hereby deemed to mean the New Note as such New Note may hereafter be further amended, modified or restated, together with all substitutions, renewals and replacements therefor and supplements and extensions thereof.

(c) All references in the Mortgage to the term "Guaranty" shall be hereby deemed to mean and include the Amended Guaranty, as it may hereafter be further amended, modified or restated.

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(d) All references in the Mortgage to the "Grantor" shall be hereby deemed to mean collectively the Land Trustee and the Guarantor.

(e) In the paragraph beginning with the words "NOW, THEREFORE," in the eighth line following the word "Guarantor," the words "(collectively the "Liabilities")" are hereby added.

(f) On page 2 in the second paragraph, the sentence is hereby deleted and replaced with "in consideration of the premises and for the better securing of the payment and performance of the Liabilities, the Grantor hereby covenants and agrees to and with the Mortgagee as follows".

(g) In the third paragraph, the first line is hereby deleted and replaced with "to perform the obligations under the Guaranty and to pay the indebtedness and the interest thereon as provided in the Term Note or according to any agreement extending the".

(h) In the fourth paragraph in the first line, the words "of the indebtedness" are hereby deleted and replaced with "and performance of the Liabilities".

(i) In the fifth paragraph in the first line, the words "of the aforesaid indebtedness" are hereby deleted and replaced with "and performance of the Liabilities".

(j) In the fourth line after the words "in such amounts as" the words "shall be adequate to protect the mortgaged property" are hereby deleted and replaced with "are acceptable to Mortgagee and its sole discretion".

(k) In paragraph six and seven, the word "indebtedness" is replaced with "Liabilities".

(l) In paragraph eight in the first line, the words "of said Note or any installment due in accordance with the terms thereof either of principal or interest" are hereby deleted and replaced with "or performance of the Liabilities".

(m) On page 3 in the third line, the words "amount due upon the indebtedness and secured hereby" are hereby deleted and replaced with "amount due under the Liabilities".

(n) On page 3, in the second full paragraph in the fifth line, the words "indebtedness hereby secured" are hereby deleted and replaced with "Liabilities".

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(o) On page 3, in the third full paragraph in the first line, the words "of the principal notes" are hereby deleted and replaced with "or performance of the Liabilities".

(p) In paragraph 4 of the Rider all references to the "payment of the indebtedness" are hereby deleted and replaced with "payment or performance of the Liabilities".

In the twelfth line after the words "covenants and obligations under this instrument" the words "or under the Guaranty" are hereby added.

(q) In paragraph 6 of the Rider, the amount "\$1,000,000.00" is deleted and replaced with "\$390,000.00".

(r) In paragraph eight of the Rider at the end of subparagraph (i) the words "a lien free and good workmanlike manner subject to the terms and provisions of the Mortgage" are added. Subparagraph (ii) is deleted and replaced with the following:

To purchase another residence, the value of which shall be determined pursuant to Section 10(ii) below, to be equal to or greater than the value of the premises prior to the casualty, upon which the Grantor shall grant the Mortgagee a mortgage in substantially the form hereof.

2. Except as and to the extent amended by this First Amendment, the Mortgage and all terms, conditions and provisions thereof shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

3. For purposes of this First Amendment, all terms capitalized but not specifically defined herein which are capitalized and defined in the Mortgage, shall have the same respective meanings for purposes hereof as in the Mortgage.

4. This First Amendment has been executed and delivered by the Mortgagor to and executed by Lender in the state of Illinois and shall be construed in accordance with the governed by the laws of the state of Illinois.

5. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, the Mortgagor and Mortgagee have caused this First Amendment to be duly signed and sealed and delivered as of the day and year first above written.

Mortgagor:

FIRST NATIONAL BANK OF LAGRANGE,
solely as Trustee under Trust
No. 1852

Attest:

By: Christine L. Crehan
Name: Christine L. Crehan
Title: Assistant Trust Officer

By: Cynthia T. Smora
Name: CYNTHIA T. SMORA
Title: VICE PRESIDENT / TRUST OFFICER

Robert Pielet
ROBERT PIELET

Sari M. Pielet
SARI M. PIELET

[Faint, mostly illegible text, likely a legal disclaimer or part of the mortgage instrument]

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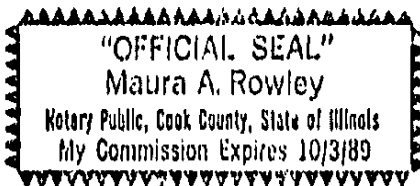
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COOK COUNTY, ILLINOIS
FILED FOR RECORD

STATE OF ILLINOIS) 1986 DEC 29 PM 12:12 86621584
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Cynthia T. Sikora personally known to me to be the Vice President of the First National Bank of La Grange, and Christine L. Cribar personally known to me to be same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Asst. Trust Officer they signed and delivered the seal of said instrument as Vice President and Asst. Trust Officer of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation 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.

GIVEN under my hand and notarial seal this 26th day of December, 1986.



Maura A. Rowley
Notary Public

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11/19/08

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STATE OF Illinois)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT PIELET ~~████████████████████~~, personally known to me to be the same person whose name ~~are~~ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ~~they~~ signed, sealed and delivered the said instrument as ~~the~~ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 23rd day of December 1986.

Commission expires _____ 19____

Nancy J. Schneider
Notary Public

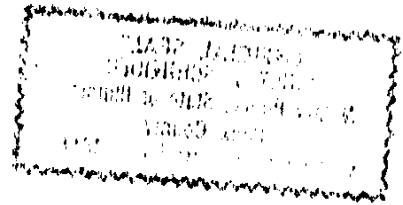


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6-10-2012

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STATE OF Illinois)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~ROBERT~~ ~~PIELET~~ and SARI M. PIELET, personally known to me to be the same persons whose names ~~are~~ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ~~they~~ ^{she} signed, sealed and delivered the said instrument as ~~their~~ ^{her} free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 23rd day of December 1986.

Commission expires 1-26-90 19

Elyse K. Gersten
Notary Public

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EXHIBIT A

Legal Description Of The Land

***PARCEL 1:

That part of Lot 1 lying South of a line 125.70 feet South of and parallel with the North line of said Lot 1 and East of a line drawn at right angles to the North line of said Lot 1 from a point in said North line 142 feet West of the North East corner thereof all in resubdivision of Block 8 in Park Addition to Winnetka in Section 16, Township 42 North, Range 13 East of the Third Principal Meridian, reference being had to the Plat of said resubdivision recorded January 11, 1889, in Book 32 of Plats, page 33, as Document No. 1049627; in Cook County, Illinois.

Also:

PARCEL 2:

That part of Lot 1 described as follows: Beginning at a point in the North line of said Lot 1, 142 feet West of the North East corner thereof thence South at right angles to said North line 125.7 feet to the point of beginning thence continuing South along the same straight line 141.90 feet to the Southerly line of said lot, thence Westerly along said Southerly line of said Lot 1, 83.30 feet (chord measure) thence Westerly along said Southerly line 5.12 feet (chord measure) thence North-easterly 157.10 feet to a point 40.0 feet West of the point of beginning as measured along a line parallel with the North line of said Lot 1, thence East along said parallel line 40.0 feet to the point of beginning all in resubdivision of Block 8 in Park Addition to Winnetka in Section 16, Township 42 North, Range 13 East of the Third Principal Meridian, reference being had to plat of said resubdivision recorded January 11, 1889, in Book 32 page 33 as Document No. 1049627 all in Cook County, Illinois.***

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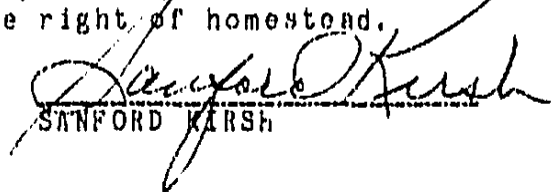
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11/11/2011

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ACKNOWLEDGEMENT

I, SANFORD KIRSH, do hereby certify that SARI PIELET personally known to me to be the same person whose name is subscribed to the FIRST AMENDMENT TO MORTGAGE, appeared before me this 23rd day of December, 1986, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.


SANFORD KIRSH

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The undersigned, Clerk of Cook County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Court of Cook County, Illinois.

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