

SECOND AMENDMENT TO MORTGAGE

86008770

THIS SECOND AMENDMENT made as of this 1st day of December, 1985 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 FIVE HUNDRED THIRTY-SIX THOUSAND AND NO/100 DOLLARS (\$1,536,000) evidenced by a certain Mortgage Note dated May 30, 1985 in the amount of \$1,000,000 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, which First Amendment increased said principal amount to \$1,536,000, and as further amended by a certain Second 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 and said Second 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. 85055185, 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 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, 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 December 10, 1985 to June 10, 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 Second Amendment.
4. All references to the "Note" contained in the Mortgage shall be deemed to refer to the Amended Note.
5. Mortgagor hereby ratifies and confirms the Mortgage, as amended by this Second 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 obliga-

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ASSISTANT CLERK OF COURT

IN RE: [Illegible Name]
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Property of Cook County Clerk's Office

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tions and liabilities of Mortgagor under the Mortgage, as so amended.

6. This Second 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 Second 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 Second 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: TRUST 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

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BOOK NO. 27000

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DEPT-41 RECORDING \$14.25
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#1155 # C * 66-008770

14 CO MAIL

This Instrument Prepared By Merle Ewin
of GREENBERGER, KRAUSS & JACOBS, CHARTERED, 180 NORTH
LaSalle Street, Suite 2700, Chicago, Illinois 60601

86-008770

~~This Instrument Prepared By _____
of _____, KRAUSS & JACOBS, CHARTERED, 180 NORTH
LaSalle Street, Suite 2700, Chicago, Illinois 60601~~