

CORRECTIVE AMENDMENT AND FURTHER AMENDMENT OF MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

\$17.00

This CORRECTIVE AMENDMENT AND FURTHER AMENDMENT OF MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Amendment") is made as of August 28, 1987, 1987 by and between LESTER B. KNIGHT INTERNATIONAL CORPORATION, a Delaware Corporation (herein, together with its successors and assigns, the "Mortgagor"), whose mailing address is 549 West Randolph Street, Chicago, Illinois 60606, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (herein, together with its successors and assigns, the "Mortgagee"), whose mailing address is 33 North LaSalle Street, Chicago, Illinois 60690. For purposes of this Amendment, all terms capitalized but not specifically defined herein which are capitalized and defined in the Mortgage (hereinafter defined), shall have the same respective meanings for purposes hereof as in the Mortgage.

PRELIMINARY STATEMENT

A. Mortgagor is the owner of the Premises described on Exhibit A which is attached hereto and made a part hereof.

B. Mortgagor heretofore executed and delivered to Mortgagee a certain Mortgage, Security Agreement and Financing Statement (the "Mortgage"), which Mortgage was recorded on December 23, 1985 in the Recorder's Office of Cook County, Illinois as Document No. 85334086 and constitutes a lien against the Premises.

C. Mortgagor and Mortgagee are executing, delivering and recording this Amendment to (i) correct transcribing errors in the Mortgage relating to the amount of the Indebtedness and the description of the other liabilities secured thereby, which corrections reflect the mutual understandings of the undersigned as of the date of the Mortgage; and (ii) increase the corrected amount of Indebtedness secured by the Mortgage from TEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$10,500,000) to TEN MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$10,800,000), the additional THREE HUNDRED THOUSAND DOLLARS (\$300,000) representing an obligatory future advance to be made to Borrower.

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

A. CORRECTIVE AMENDMENTS AND AMENDMENT RELATING TO AMOUNT OF INDEBTEDNESS

1. The Mortgage is hereby corrected and amended as follows:

(a) In the third "Whereas" clause the following is deleted: "TWO MILLION AND NO/100 (\$2,000,000) DOLLARS of the Indebtedness; and" replaced with the following: "TEN MILLION EIGHT HUNDRED THOUSAND (\$10,800,000) DOLLARS representing the full amount of the Indebtedness; and".

(b) In the fourth "Whereas" clause the following is deleted: "TWO MILLION AND NO/100 (\$2,000,000) DOLLARS of the Indebtedness" and replaced with the following: "TEN MILLION EIGHT HUNDRED THOUSAND (\$10,800,000) DOLLARS representing the full amount of the Indebtedness".

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(c) The first paragraph on page 2 commencing with the words "NOW, THEREFORE," is deleted in its entirety and replaced with the following:

NOW, THEREFORE, for and in consideration of Mortgagee's making a loan to Borrower in the amount of the Indebtedness and in consideration of Mortgagee's making any loan, advance or other financial accommodation to or for the benefit of Mortgagor, and in consideration of the various agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the Liabilities (as hereinafter defined), Mortgagor does by these presents MORTGAGE, TRANSFER, ASSIGN, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto Mortgagee and its successors and assigns the following described real estate and all of its present and hereafter-acquired estate, right, title and interest therein, situated, lying and being in the County of Cook, State of Illinois and legally described on Exhibit "A" attached hereto and made a part hereof, which, together with the property hereinafter described, is collectively referred to herein as the "Premises";

(d) The following additional paragraphs are added after the first paragraph on page 3:

(i) As used in this Mortgage, the term "Liabilities" means and includes repayment of TEN MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$10,800,000) and interest and late charges thereon in accordance with the terms, provisions and limitations of this Mortgage, the Agreement, the Note and all other instruments evidencing or securing the Indebtedness; all other indebtedness of any kind arising under, and all amounts of any kind which at any time become due or owing to Mortgagee under or with respect to, this Mortgage, the Agreement, the Note and all other instruments evidencing or securing the Indebtedness; all of the covenants, obligations and agreements (and the truth of all representations and warranties to Mortgagee) under or pursuant to this Mortgage, the Note, the Agreement, and all other instruments evidencing or securing the Indebtedness; and all advances, costs or expenses incurred or paid by the Mortgagee to protect any or all of the Premises; perform any obligation of Mortgagor hereunder; collect any amount owing to Mortgagee which is secured hereby; any and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, "recourse" or "nonrecourse", now or hereafter existing, due or to become due, owing by Mortgagor to Mortgagee (provided, however, that the maximum amount secured hereby on account of principal shall not exceed the sum of an amount equal to two times the amount of the Indebtedness plus the total amount of all advances made by Mortgagee to protect the Premises and the security interest and lien created hereby); interest on all of the foregoing; and all costs of enforcement and collection of this Mortgage and all indebtedness secured hereby.

(ii) Mortgagor acknowledges that Mortgagee has agreed to loan Borrower the additional amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) upon Borrower's

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request therefor upon the express condition and understanding that said additional amount shall be secured by the lien of this Mortgage, and Mortgagor agrees that, in the event that such amount is loaned to Borrower and the amount of the Note is increased, or an additional Note is executed and delivered to reflect such loan, then any resulting increase in the Liabilities or in the Indebtedness as evidenced by the Note, or any such additional note, shall be secured by this Mortgage without the necessity of any amendment hereto and shall be deemed an obligatory advance which shall, to the fullest extent permitted by law, have priority over any and all other liens and encumbrances arising after the date this Amendment is recorded. It is understood and agreed between Mortgagor and Mortgagee that the Mortgage, as amended by the corrective amendments herein contained, shall retain its lien priority as of the date of the recording of the original Mortgage to secure the Indebtedness in the amount of TEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$10,500,000), and the lien of the Mortgage, as amended hereby, shall obtain priority over every other lien or other encumbrance recorded subsequent to the recording of this Amendment to the extent of the new indebtedness in the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000).

B. MISCELLANEOUS PROVISIONS

1. Except as and to the extent corrected and amended by this Amendment, the Mortgage and all terms, conditions and provisions thereof shall be, in all respects, unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect. From and after the date hereof, all references in the Mortgage to "this Mortgage", "hereunder", "hereof", or words of like import, and all references to the Mortgage in the Note, the Agreement and all other instruments evidencing or securing the Indebtedness, shall, except where the context otherwise requires, mean the Mortgage as amended hereby.

2. The Premises being located in the State of Illinois, this Amendment, the Mortgage, and the rights and obligations secured thereby shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Illinois.

3. This Amendment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

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

MORTGAGOR:

LESTER B. KNIGHT INTERNATIONAL CORPORATION

Attest:

By: *John S. Urban*
Name: John S. Urban
Title: Corporate Secretary

By: *DeForest P. Davis, Jr.*
Name: DeForest P. Davis, Jr.
Title: President & CEO

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MORTGAGEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Attest:

By:

Name: Daniel G. Watts
Title: Associate

By:

Name: John L. Powell, 2nd
Title: VICE PRESIDENT

THIS INSTRUMENT WAS PREPARED BY AND UPON RECORDING RETURN TO:

Carol A. Williams
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
(312) 701-7264

BOX 333-WJ

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COOK COUNTY, ILLINOIS
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EXHIBIT "A"

Legal Description

Sublot 1 in the Subdivision of Lots 1, 4, 5 and (except the South 50 feet) of Lot 8 in Block 46 in original town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Real Estate Index No.: 17-09-332-014-0000 *FRO*
Property Address: 549 West Randolph Street
Chicago, Illinois

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JUDITH L. HAVER, a notary in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DeForest P. Davis, Jr. personally known to me to be the president of LESTER B. KNIGHT INTERNATIONAL CORPORATION, a Delaware corporation, and John S. Urban, personally known to be the secretary of said corporation, 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 severally acknowledged that as such president and secretary, they signed and delivered the said instrument as president and secretary of said corporation, 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 28th day of August, 1987.

Judith L. Haver
Notary Public
[SEAL]

My Commission Expires:

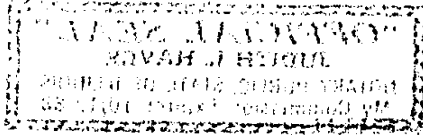
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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Lucy A. Rosser, a notary in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John L. Kelleng, personally known to me to be the 2nd Vice president of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, and Daniel G. Watts personally known to me to be the secretary of said bank, and 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 severally acknowledged that as such 2nd Vice president and secretary, they signed and delivered the said instrument as 2nd Vice president and secretary of said bank, pursuant to authority given by the Board of Directors of said bank, as their free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of September, 1987.

Lucy A. Rosser
Notary Public

[SEAL]

My Commission Expires:



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NOTARY PUBLIC
STATE OF ILLINOIS
My Commission Expires 12/31/2011

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