#### AMENDMENT TO MORTGAGE

87531883

This amendment ("Amendment") made this Amaid day of Leptember, 1987 by and between LA SALLE NATIONAL BANK, a national banking association duly authorized to accept and execute trusts in the State of Illinois whose address is 135 South LaSalle Street, Chicago, Illinois 60690, not personally, but as successor trustee (herein sometimes referred to as "Trustee") under LaSalle National Bank Trust No. 10-27044-09, herein semetimes referred to as "Mortgagor," and RICHARD J. MEYER, as Trustee under Trident Investment Management, Inc. "Meyer Investment Properties, Inc., Public Pension Fund I - 1983, Group Trust Agreement dated as of February 29, 1984, having an address at 401 North Michigan Avenue, Suite 525, Chicago, Illinois 60611, werein referred to as "Mortgagee,"

## WINESSETH:

WHEREAS, Mortgagor executed a certain Mortgage and Security Agreement ("Mortgage") dated July 1, 1985 which Mortgage was recorded as Document Number 8:112190 in the office of the Recorder of Deeds of Cook County and mortgaged Parcels 1, 2, 3 and 4 as described on Schedule A acceded hereto;

WHEREAS, Mortgagee has agreed at the request of the Mortgagor to advance and loan an additional principal amount of \$465,000.00 to Mortgagor; and

WHEREAS, the Mortgagor has agreed, as a condition to said advance, to mortgage to Mortgagee as additional security the land described as Parcel 5 on Schedule A attached pereto;

NOW, THEREFORE, the Mortgagor hereby agreem of follows:

- 1. Schedule A of the Mortgage is hereby amended by the addition of Parcel 5 as described on Schedule A of this Amendment, and Schedule A of the Mortgage is hereby amended to be the same as Schedule A to this Amendment;
- 2. Mortgagor acknowledges an additional principal advance of \$465,000.00, making the total amount of principal disbursed under the note described in the Mortgage as \$13,965,000.00;
- 3. An additional paragraph is hereby added following Paragraph 52 of the Mortgage, which paragraph is as follows:



ESES, + LSSLD

Cst.

- "53. Anything contained herein to the contrary notwithstanding, Mortgagor acknowledges that the aforesaid note contemplated future advances for tenant improvement allowances and capital expenditures, and that this mortgage also secures all such advances and interest thereon, subject, however, to the limitations of Paragraph 50 of this Mortgage."
- 4. Except as otherwise specifically modified herein, all provisions, conditions and covenants of the Mortgage remain in full force and effect.

THIS AMENDMENT is executed by LA SALLE 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 raid bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained herein or contained in the note secured hereby shall be construed as creating any liability on the Mortgagor or on said bank, or any persons interested beneficially or otherwise in the premises personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant or indemnity entirer express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person new or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder, for the payment thereof, and the enforcement of the lien hereby created, in the manner herein and in said note provided, shall look solely to any one or more of: (1) the premises hereby conveyed and the ren a, issues and profits thereof; and (2) any other security given to secure said indebtedness.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the date first above written.

LA SALLE NATIONAL BANK, not personally but as Trustee aforesaid

Its: ASSISTANT SECRETARY

By: NooisiAil vice (McJiben)

RICHARD J. MEYER, not personally but as Trustee aforesaid

PREPARED
BY AND RETURN TO:
R. YOUHN & STRAWN
SUITE 5000
ONE FIRST NATIONAL PLACED
CHICAGO, ILL 60603

-2- J

RH

# 87531883

# UNOFFICIAL COPY

STATE OF ILLINOIS ) SS.
COUNTY OF COOK )
,
T. Harriet Denisewicz . a Notary Public in and
I, Harriet Denisewicz , a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Corinne Bek , Assistant Vice Presidentof LA SALLE
NATIONAL BANK, and Rosemary Collins , Assistant Secretary thereof, personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as such
Assistant Vice Presidented Assistant Secretary respectively, appeared
before me this day in person and acknowledged that they signed
and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee as
aforesaid, for the uses and purposes therein set forth; and said
Apsistant Secretary did also then and there acknowledge that she,
as custodian of the corporate seal of said Bank, did affix said seal of said Bank to said instrument as the own free and
voluntary act and as the free and voluntary act of said Bank as
Trustee as aforesaid, for the uses and purposes therein set
forth.
Given under my hand and notarial seal this 28th day of
September , 1987.
1110 Company
Notary Public
My commission expires:
October 9th, 1987
October 9th, 1987



County of cook ) ss.

I, MARY WOUK OFF, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RICHARD J. MEYER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as trustee as aforesaid, for the uses and purposes therein set forth.

Legivan under my hand and official seal, this day of

OFFICIAL SEAL MARY NOVIKOFF Notary Public-California ORANGE COUNTY My Comm. Exp. Oct. 30, 1990 Notary Public

My/commission expires:

Sctober 30, 1990

87531883

· DEPT-01

\$15,25

SCHEDULE A

740003 February 00/29/87 15:43:00 \$8354 STORDER 1883

#### PARCEL 1:

LOTS 1 AND 2 (EXCEPT THAT PART OF THE SOUTH 0.71 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE, LYING EAST OF THE WEST 163.0 FEET, AS SUBURED ALONG THE SOUTH LINE OF SAID LOT 2) IN BROWLEY'S SUBDIVISION OF THE EAST PART OF THE BOUTH 1/2 OF LOT 10 IN BICKERDIEL'S AND

STEELS SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, YOW SHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS

## PARCEL 2:

LOTS 1, 2, 3, 4 6 AND 7 IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 10 IN BICKERDIKE'S AND STRELE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 3:

THE EAST 207 FEET OF THE SOUTH 1/2 OF LOT 11 IN BICKERDIKE'S AND STEELE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 4:

LOTS 16 AND 19 IN RAWORTH AND OTHERS SUBDICISION OF PART OF LOTS 11. 12, 15 AND 16 IN BICKERDIKE'S AND STEELE'S SUSDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, JULINOIS

#### PARCEL 5:

LOT 5 IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 10 IN BICKERDIKE AND STEEL'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 (EXCEPT THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES THEREOF) OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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