

# UNOFFICIAL COPY

## FIRST AMENDMENT TO MORTGAGE

88469318

This FIRST AMENDMENT TO MORTGAGE dated July 18, 1988, is made September 7, 1988, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under a Trust Agreement dated October 13, 1987 and known as Trust 103748-09 ("Trust 103748-09") (with respect to Parcel 1 on Exhibit "1") and STANDARD BANK AND TRUST COMPANY, as Trustee under a Trust Agreement dated December 30, 1970 and known as Trust 3521 ("Trust 3521") (with respect to Parcel 2 on Exhibit "1"), hereinafter collectively referred to as "Mortgagor", and NBD ELK GROVE BANK, having an office at 100 E. Higgins Road, Elk Grove Village, IL 60007, hereinafter referred to as "Mortgagee".

### W I T N E S S

WHEREAS, Mortgagor is indebted to Mortgagee in the principal amount of \$1,100,000 together with interest thereon as evidenced by that certain Mortgage Note dated July 18, 1988, ("Mortgage Note" executed and delivered by Mortgagor to Mortgagee and made payable to the order of said Mortgagee, and as security for said indebtedness has executed and delivered to Mortgagee the Mortgage dated July 18, 1988 ("Mortgage") and recorded on August 11, 1988 as Document 88363573 on certain real estate in the County of Cook, State of Illinois, legally described on Exhibit "1" attached hereto and made a part hereof ("Premises"); and

WHEREAS, Mortgagor and Mortgagee have agreed to amend the Mortgage for the purposes of designating in the Mortgage the aforesaid loan as a revolving credit loan as contemplated by the Illinois Banking Act, Ill.Rev.Stat. 1987, Ch. 17, §§301 et seq.

NOW, THEREFORE, Mortgagor agrees and covenants with Mortgagee that:

1. The Mortgage dated July 18, 1988 and recorded on August 11, 1988 in the office of the Recorder of Deeds of Cook County, Illinois as Document 88363573 is herewith amended so that said Mortgage shall secure not only the indebtedness existing on July 18, 1988 and evidenced by the Mortgage Note, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from July 18, 1988, to the same extent as if such future advances were made on July 18, 1988.

2. The Mortgage is further amended to provide that the total amount of indebtedness that may be secured by the Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of \$1,100,000, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the Premises, with interest on such disbursements.

MAIL to .  
Return to Box 257

88-803068-68  
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LAND TITLE COMPANY

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3. In all respects, other than those expressly amended or supplemented hereby, Mortgagor does hereby ratify and confirm the provisions, terms, and conditions of the Mortgage.

This FIRST AMENDMENT TO MORTGAGE is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustees as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustees, and insofar as Mortgagor only is concerned is payable only out of the property specifically described in this FIRST AMENDMENT TO MORTGAGE and other documents securing the payment of the Mortgage Note secured hereby, by the enforcement of the provisions contained in this FIRST AMENDMENT TO MORTGAGE and other documents or any thereof. No personal liability shall be asserted to be enforceable against the Mortgagor, because or in respect to said Mortgage Note or this FIRST AMENDMENT TO MORTGAGE, or the making, issue or transfer thereof, all such liability, if any, being expressly waived by such taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the Guarantor of said Mortgage Note, and each original and successive holder of said Mortgage Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues, and profits arising from the property described in this FIRST AMENDMENT TO MORTGAGE or the proceeds arising from the sale or other disposition thereof.

This FIRST AMENDMENT TO MORTGAGE is executed by STANDARD BANK AND TRUST COMPANY, not personally, but as Trustees as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustees, and insofar as Mortgagor only is concerned is payable only out of the property specifically described in this FIRST AMENDMENT TO MORTGAGE and other documents securing the payment of the Mortgage Note secured hereby, by the enforcement of the provisions contained in this FIRST AMENDMENT TO MORTGAGE and other documents or any thereof. No personal liability shall be asserted to be enforceable against the Mortgagor, because or in respect to said Mortgage Note or this FIRST AMENDMENT TO MORTGAGE, or the making, issue or transfer thereof, all such liability, if any, being expressly waived by such taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the Guarantor of said Mortgage Note, and each original and successive holder of said Mortgage Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues, and profits arising from the property described in this FIRST AMENDMENT TO MORTGAGE or the proceeds arising from the sale or other disposition thereof.

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
not individually, but as Trustee under a Trust  
Agreement dated October 13, 1987 and known as  
Trust 103748-09

By: 

Its \_\_\_\_\_  
Vice President

ATTEST:

Its   
Secretary

STANDARD BANK AND TRUST COMPANY, not individually,  
but as Trustee under a Trust Agreement dated  
December 30, 1970 and known as Trust 3521

By: 

Its \_\_\_\_\_  
Vice President

ATTEST:

Its   
Secretary

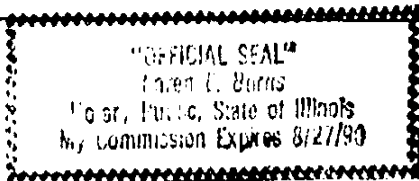
This instrument prepared by:  
Mr. William B. Weidenaar  
One N. LaSalle Street  
Chicago, IL 60602

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, [Name], a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that [Name] President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and [Name] Secretary of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustees, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he/she, as custodian for the corporate seal of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, did affix the said corporate seal as his/her own free and voluntary act, and as the free and voluntary act of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustees, for the uses and purposes therein set forth.

Given under my hand and notarial seal this [Day] day of [Month], 1988.



[Signature]
Notary Public

My commission expires:

\_\_\_\_\_, 19\_\_.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, [Signature], a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis Radek, President of STANDARD BANK AND TRUST COMPANY, and [Signature], Secretary of said STANDARD BANK AND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said STANDARD BANK AND TRUST COMPANY, as Trustee, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he/she, as custodian for the corporate seal of said STANDARD BANK AND TRUST COMPANY, did affix the said corporate seal as his/her own free and voluntary act, and as the free and voluntary act of said STANDARD BANK AND TRUST COMPANY, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this [Signature] day of October, 1988.

[Signature]
Notary Public

My commission expires:
12-07, 1991.

"OFFICIAL SEAL"
SHIRLEY E. DEWERT
Notary Public, State of Illinois
My Commission Expires 12/7/91

COOK County Clerk's Office

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PARCEL 1:

LOTS 29 AND 30 AND THE WEST 12.93 FEET OF LOT 31 IN SUB-BLOCK 1 IN THE SUBDIVISION OF THE SOUTH HALF OF BLOCK 3 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST 5 FEET OF THE WEST 17.93 FEET OF LOT 31 IN SUB-BLOCK 1 IN THE SUBDIVISION OF THE SOUTH HALF OF BLOCK 3 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST HALF OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 946-52 W. WEBSTER, CHICAGO, IL 60614

PERMANENT INDEX NO.: 14-32-209-033 and 14-32-500-024

PARCEL 2:

LOT 3 (EXCEPT THE SOUTH 9 FEET OF THE WEST 4.15 FEET THEREOF) AND THE EAST 4 FEET OF LOT 4 (EXCEPT THE SOUTH 9 FEET THEREOF) IN SUB-BLOCK 4 OF CUSHMAN'S RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 4 OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, AND THE EAST 4 FEET OF LOT 4 (EXCEPT THE SOUTH 9 FEET) AND LOT 3 (EXCEPT THE SOUTH 9 FEET AND EXCEPT THE EAST 19.85 FEET OF SAID LOT 3) IN SUBDIVISION OF BLOCK 4 OF CUSHMAN'S RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, AND LOTS 1 AND 2 IN SUBDIVISION OF BLOCK 4 IN CUSHMAN'S RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 4 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 935-41 W. WEBSTER, CHICAGO, IL 60614

PERMANENT INDEX NOS.: 14-32-217-005-0000; 14-32-217-006-0000;  
14-32-217-049-0000

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T#1111 TRAN 9245 10/12/88 10:39:00  
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COOK COUNTY RECORDER

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EXHIBIT "1"