

88475108

This Document prepared by/
upon recordation return to:
Barry R. Katz
Deutsch, Levy & Engel, Chtd.
225 W. Washington, Suite 1700
Chicago, Illinois 60606

Time Loan No. 30182
G.I.R. No. 88-11-5621
BRK/kk 10/12/88

FIRST AMENDMENT TO MORTGAGE, SECURITY
AGREEMENT AND FINANCING STATEMENT

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT
AND FINANCING STATEMENT (the "Mortgage") is made as of
October 14, 1988 by and between AMALGAMATED TRUST AND SAVINGS
BANK, not personally but as Trustee under Trust Agreement dated
December 11, 1987 and known as Trust No. 5328 (the
"Mortgagor"), whose mailing address is 100 S. State Street,
Chicago, IL 60603 and TIME INSURANCE COMPANY, a Wisconsin
corporation (the "Mortgagee"), whose mailing address is 515
West Wells Street, Milwaukee, WI 53201.

WITNESSETH:

(A) On August 29, 1988, Mortgagor executed a certain
Promissory Note to the order of Mortgagee in the original
principal amount of \$400,000.00.

(B) The Promissory Note is secured by a certain
Mortgage, Security Agreement and Financing Statement (the
"Mortgage") dated as of August 29, 1988, from Mortgagor to
Mortgagee and recorded in the office of the Recorder of Deeds
of Cook County, Illinois on August 30, 1988, as Document No.
88395344.

(C) The Mortgage is secured by the property legally
described in Exhibit "A" attached hereto and hereby made a part
hereof, commonly known as 2140 North Milwaukee Avenue, Chicago,
Illinois.

(D) The parties desire to clarify the language
contained in paragraph 29(e) of the Mortgage.

NOW, THEREFORE, in consideration the mutual covenants,
conditions, promises and agreements herein contained, the
sufficiency of which is hereby acknowledged, is thereby agreed
as follows:

1. The Recitals set forth immediately above are
incorporated into this Paragraph One as though fully set forth
herein.

2. Paragraph 29(e) of the Mortgage is hereby deleted in
its entirety and the following language substituted in lieu
thereof.

"(e) Notwithstanding the terms and conditions of
Paragraph 29 hereof, Mortgagor and its beneficiary shall
have the one-time right to convey title to the Premises or

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-88-475110

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Time Loaned: \$100,000
D.L.R. No. 100-1000
REK: [illegible]

This Document prepared by
upon recording return to:
Barry R. Katz
Deutsch, Levy & Engel, Ltd.
222 W. Washington, Suite 1700
Chicago, Illinois 60606

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY
AND FINANCING STATEMENT (the "Agreement") is made
October 11, 1983 by and between AVIATION FINANCE
BANK, not personally but as trustee under trust agreement
dated December 11, 1982 and known as Trust Agreement
("Trust Agreement"), whose mailing address is 100 N.
Chicago, IL 60602 and TIME INSURANCE COMPANY,
corporation, (the "Mortgagee"), whose mailing address is
West Wells Street, Milwaukee, WI 53201.

WITNESSETH:

(A) On August 20, 1982, the order of Mortgagee in the original
Promissory Note to the order of \$400,000.00.

(B) The Promissory Note is secured by a first
Mortgage, Security Agreement and Financing Statement
dated as of August 20, 1982, the recording of which
Mortgages and recorded in the office of the Recorder of
Deeds of Cook County, Illinois on August 20, 1982, in
book 883232A.

(C) The Mortgage is secured by the property
described in Exhibit "A" attached hereto and hereby
hereof, commonly known as 2110 North Milwaukee Avenue,
Chicago, Illinois.

(D) The parties desire to modify the mortgage
contained in paragraph (B) of the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants,
conditions, promises and agreements herein set forth,
sufficiency of which is hereby acknowledged, the parties
as follows:

1. The Recitals set forth herein shall be
incorporated into this Paragraph One as though they were
herein.

2. Paragraph 2(b) of the Mortgage is hereby amended in
its entirety and the following language substituted therefor:

"(c) Notwithstanding the terms and conditions of
Paragraph 2(b) hereof, Mortgagee and the parties shall
have the one-time right to convey title to the property

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Property of Cook County

to assign the beneficial interest thereof with the prior written consent of the Mortgagee which shall not be unreasonably withheld; provided, however, that Mortgagee (i) may charge an assumption fee with respect to any such transfer equal to one percent (1.0%) of the then outstanding principal balance of the Loan, and (ii) may adjust the Interest Rate as defined in the Note to an interest rate which is comparable to interest rates being received by Mortgagee in comparable institutional quality investments at the time of the proposed assumption. Said one-time right to convey is hereby granted only to the current beneficiary of Mortgagor, George D. Hanus. The consent of Mortgagee to such conveyance or assignment shall be conditioned upon the creditworthiness of the proposed assignee, the background and experience of the proposed assignee in operating property such as the Premises and the ability of the proposed assignee to satisfy, perform and discharge the obligations of Mortgagor hereunder and under any other documents executed by Mortgagor. Mortgagor shall give Mortgagee at least 60 days prior written notice of such request to convey title to the Premises or to assign the beneficial interest thereof."

3. All other provisions, terms and conditions of the Mortgage remain in full force and effect.

4. This First Amendment to Mortgage is executed by the Mortgagor, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and AMALGAMATED TRUST AND SAVINGS BANK hereby warrants that it possess full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the Mortgagor personally or on AMALGAMATED TRUST AND SAVINGS BANK personally to pay any Indebtedness secured by the Mortgage, 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, and that so far as Mortgagor and AMALGAMATED TRUST AND SAVINGS BANK personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness secured hereby shall look solely to the Premises and Collateral hereby mortgaged, conveyed and assigned and to any other security given at any time to secure the payment thereof.

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IN WITNESS WHEREOF, the Mortgagor has executed this instrument as of the day and year first above written.

AMALGAMATED TRUST AND SAVINGS BANK, not personally but as Trustee aforesaid

ATTEST:
By: Edward C. [Signature]
Title: VICE PRESIDENT

By: [Signature]
Title: Sen. VICE PRESIDENT

(Impress corporate seal here)

10/14/88

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to assign the beneficial interest thereof with the same
 written consent of the Mortgagee which shall be
 unconditionally withheld; provided, however, that the
 (i) may charge an assumption fee with respect to the
 transfer equal to one percent (1%) of the
 outstanding principal balance of the loan, and shall
 adjust the Interest Rate as defined in the Mortgage
 interest rate which is comparable to interest rates
 received by Mortgagee in comparable investments
 investments at the time of the proposed assignment
 one-time right to convey is hereby granted and the
 current beneficial interest of Mortgagee, together with
 consent of Mortgagee to such conveyance or assignment shall
 be conditioned upon the creditworthiness of the assignee
 assignee, the background and experience of the assignee
 assigned in operating property and the ability of the
 ability of the proposed assignee to satisfy the
 discharge the obligations of Mortgagee hereunder, and
 any other documents executed by Mortgagee, and that
 give Mortgagee at least 60 days prior to the date
 such request to convey title to the beneficial interest
 the beneficial interest thereof."

5. All other provisions, terms and conditions of the
 Mortgage remain in full force and effect.

4. This First Amendment to Mortgage is executed by
 Mortgagee, not personally, but as a corporation, and the
 exercise of the power and authority conferred upon the
 in it as such Trustee (and AMALGAMATED TRUST AND SAVINGS BANK
 hereby warrants that it possesses full power and authority
 execute this instrument), and it is hereby agreed that
 agreed that nothing contained herein shall constitute
 creating any liability on the part of Mortgagee or
 AMALGAMATED TRUST AND SAVINGS BANK personally or
 individually secured by the Mortgagee or
 government, either express or implied, herein contained
 liability, if any, being expressly waived by Mortgagee
 every person now or hereafter claiming any right or
 interest, and that as to the Mortgagee and its
 AND SAVINGS BANK personally or as a corporation, the
 holders of the Note and the owner or owners of the
 secured hereby will look solely to the Trustee and
 hereby Mortgagee, conveyed and assigned, and the
 security given at any time to secure the payment thereof.

IN WITNESS WHEREOF, the Mortgagee has hereunto
 instrument as of the day and year first above written.

AMALGAMATED TRUST AND SAVINGS BANK, not personally, but as a corporation,
 Trustee hereunder

BY: [Signature] Title: [Title]

BY: _____ Title: _____

(Impress corporate seal here)



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jirving Polakow, personally known to me and known by me to be the Sen. VICE PRESIDENT of AMALGAMATED TRUST & SAVINGS BANK, a national banking association having trust powers, and Edward Sweigard, personally known to me to be the VICE PRESIDENT of said association, 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 Sen. VICE PRESIDENT and VICE PRESIDENT of said association as Trustee as aforesaid, they signed the foregoing instrument as such Sen. VICE PRESIDENT and VICE PRESIDENT of said association as Trustee as aforesaid, and caused the seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, as their free and voluntary act, and as the free and voluntary act and deed of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of October, 1988.

Michele Hofstra
Notary Public

(Impress Notarial Seal Here)

My Commission Expires: 10/18/88

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DEPT-01 \$14.25
T#3333 TRAM 5011 10/14/88 15:14:00
#2506 # C # 88-475110
COOK COUNTY RECORDER

-88-475110

14-2 JAN.

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STATE OF ILLINOIS)
) SS.)
) COURT OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John J. ... personally known to me to be the VICE PRESIDENT of AMERICAN SAVINGS BANK, a national banking association, duly organized under the laws of the State of Illinois, and duly authorized to execute the same, and personally known to me to be the same person who has subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that such VICE PRESIDENT and VICE PRESIDENT as trustee, they signed the foregoing instrument as VICE PRESIDENT and VICE PRESIDENT of said association, and caused the seal of said association to be hereunto annexed thereto, pursuant to authority given to the directors of said association, as their true and lawful directors and as the true and voluntary act and deed of said association, for the uses and purposes therein set forth.

GIVEN under my hand as Notary Public this ... day of ..., 19...

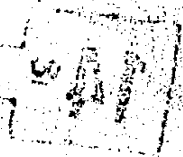


Property of Cook County Clerk's Office

(Impress Notarial Seal Here)
My Commission Expires: ...

847818

COOK COUNTY CLERK'S OFFICE
1117 N. LAUREL ST.
CHICAGO, ILL. 60610



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EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 12, 13, 18 AND 19 IN WHITE AND COLE'S RESUBDIVISION OF BLOCK 1 IN STAVE'S SUBDIVISION OF 53 ACRES OF NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 2140 North Milwaukee Avenue
Chicago, Illinois

Tax I.D. Numbers: 13-36-230-004-0000
13-36-230-005-0000
13-36-230-006-0000
13-36-230-007-0000

Property of Cook County Clerk's Office
88475108

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EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 12, 13, 14 AND 15 IN WHITE AND GOLD'S SUBDIVISION OF
BLOCK 1 IN STAVE'S SUBDIVISION OF 23 ACRES OF NORTH PART 1/4 OF
SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 2140 North Milwaukee Avenue
Chicago, Illinois

Tax I.D. Numbers: 12-38-130-003-0000
12-38-130-004-0000
12-38-130-005-0000
12-38-130-006-0000

Property of Cook County Clerk's Office

08/25/18



Deutsch, Levy, Heibel
225 W. Washington
Chicago, IL 60606
SUITE 1700