

AMENDMENT TO MORTGAGE AND TO  
ASSIGNMENTS OR RENTS

THIS AMENDMENT is entered into this 19<sup>th</sup> day of May, 1988, by and between JARVIS ASSOCIATES, a general partnership ("Mortgagor") and SWISS BANK CORPORATION, an institution organized under the laws of Switzerland acting through its Chicago Branch ("Lender")

R E C I T A L S

A. On May 1, 1987, one of Mortgagor's general partners ("Borrower") entered into a certain Loan Agreement, with Lender (the "Loan Agreement"). Under the Loan Agreement Lender agreed to extend up to Three Million Five Hundred Thousand and No. 100 (\$3,500,000.00) Dollars of credit to Borrower (the "Credit"), which Credit could be drawn upon by Borrower in as many as two separate loans.

B. In order to secure the disbursement of the Credit, and the performance of all of the obligations of Borrower and the various Mortgagors under the Loan Documents (both as defined in the Loan Agreement), Mortgagor executed, to the benefit of Lender; (i) a certain Mortgage (the "Mortgage"), dated May 5, 1987 and encumbering the Property commonly known as 2347-57 West Jarvis, Chicago, Illinois, legally described on Exhibit A attached hereto and more fully described in the Mortgage (the "Premises"), which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County on May 7, 1987 as Document No. 87247909; and (ii) a certain Assignment of Rents (the "Assignment"), dated May 5, 1987 and affecting the Premises, which Assignment was recorded with the Recorder of Deeds of Cook County on May 7, 1987 as Document No. 87247910.

C. Since the date of the execution and recording of the Mortgage and Assignment: (i) the amount of the Credit has been increased to Four Million Six Hundred Fourty Six Thousand Seven Hundred Thirty Four and 67/100 Dollars (\$4,646,734.67); (ii) the number of loans under which the Credit may be drawn has been increased to four Loans; and (iii) the definition of the Loan Documents has expanded. These changes have been effected through: (i) an Amendment to Loan Agreement, dated September 9, 1987, between Borrower and Lender; and (ii) a Second Amendment to Loan Agreement, dated May 19, 1988, between Borrower and Lender (collectively, "Amendments").

D. Mortgagor and Lender desire to amend the Mortgage and Assignment to confirm, of record, that the lien of the Mortgage and the Assignment secure: (i) the entire amount of the Credit, as increased by the Amendments; and (ii) all of the

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obligations of Borrower and the Mortgagors under the Loan Documents.

## A G R E E M E N T S

NOW THEREFORE, in consideration of: (i) the Recitals, which are hereby incorporated into this Amendment; (ii) the disbursement of the increase in the Credit; and (iii) Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and suffering of which is hereby acknowledged, Mortgagor and Lender agree as follows:

1. By way of addition to, and not as a limitation of, the provisions of the Mortgage and the Assignment, the Mortgage and Assignment are amended to also secure: (i) the full amount of the Credit; and (ii) any sums advanced pursuant to, and the performance of the covenants of Borrower and any Mortgagors (as defined in the Loan Agreement) under, the Amendments and any additional Notes, Mortgages, Assignments of Rents and other Loan Documents that were not originally contemplated when the Mortgage and Assignment were first executed and recorded but which were executed in connection with the Amendments.

2. The amount of maximum Credit specified in Paragraph 1(a) of the Mortgage shall be increased to be "Four Million Six Hundred Forty Six Thousand Seven Hundred Thirty Four and 67/100 Dollars (\$4,646,734.57).

3. The increased amount of Credit and the additional obligations now secured by the Mortgage and the Assignment are being secured pursuant Paragraph 35 of the Mortgage and shall have the same priority as if such increased Credit or additional obligations had been disbursed or created on the date of the execution and recording of the Mortgage and Assignment.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written:

MORTGAGOR:

LENDER:

JARVIS ASSOCIATES, a general partnership

SWISS BANK CORPORATION,  
as institution organized  
under the laws of  
Switzerland acting through  
its Chicago Branch

X By: Marcel Spideiger  
a general partner

By: David H. Kuhn  
Its Vice President AVP

ATTEST:

ATTEST:

X By: Dan Spideiger  
a general partner

By: Wyn V. Roth  
Its: Asst. Treasurer

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STATE OF ILLINOIS )  
                          )  
                          ) SS  
COUNTY OF COOK    )

I, Patricia A. Hannigan, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marcel Spichiger and Daniel Spichiger, general partners of Jarvis Associates, a general partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such general partners, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 19<sup>th</sup> day of May, A.D., 1988.

Patricia A. Hannigan

Notary Public  
" OFFICIAL SEAL "  
PATRICIA A. HANNIGAN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/27/90

My Commission Expires: 11/27-90

STATE OF ILLINOIS )  
                          )  
                          ) SS  
COUNTY OF COOK    )

I, H. Martinez, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David W. Hanni the Vice President of Swiss Bank Corporation and Erich Kocher the Asst. Vice President of such corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Vice President, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of May, A.D., 1988.

H. Martinez  
Notary Public

My Commission Expires: \_\_\_\_\_

"OFFICIAL SEAL"  
H. Martinez  
Notary Public, State of Illinois  
My Commission Expires 9/26/90

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Property of Cook County Clerk's Office

11/15/2017

COOK COUNTY CLERK'S OFFICE  
11/15/2017

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## EXHIBIT A

### Legal Description

The West 175 feet (except streets) in Lot 7 in County Clerk's Division of part of the Southwest fractional 1/4 of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, North of the Indian Boundary Line, according to the plat thereof recorded in Book 11 of Plats, Page 77, as Document 122327, in Cook County, Illinois.

11-30-304-001

E C O

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$16.25  
T#2202 TRAN 6368 06/13/88 11:17:00  
#5431 # B \* -88-255216  
COOK COUNTY RECORDER

This Instrument Prepared by  
and return after recording  
to:

Kevin D. Kline  
Hopkins & Sutter  
Three First National Plaza  
Chicago, Illinois 60602

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-88-255216

16 Mail

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Property of Cook County Clerk's Office

2011-2012  
2012-2013  
2013-2014

PROPERTY

2011-2012  
2012-2013