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FIRST AMENDMENT TO SECOND MORTGAGE

\$18.00

THIS FIRST AMENDMENT TO SECOND MORTGAGE (this "Amendment") is executed as of July 25, 1988, by and between LA SALLE NATIONAL BANK, a national banking association, not personally, but solely as Trustee under a Trust Agreement dated August 8, 1986, and known as Trust No. 111434 (the "Mortgagor") and CITICORP REAL ESTATE, INC., a Delaware corporation (the "Mortgagee"), and agreed and consented to by THE LAKES OF SCHAUMBURG II, LTD., an Illinois limited partnership (the "Partnership"). The Mortgagor and the Partnership are sometimes herein collectively referred to as "Borrower."

RECITALS:

WHEREAS, Mortgagor executed that certain Second Mortgage (the "Mortgage") as of May 24, 1988, for the benefit of Mortgagee, recorded as Document 88227742 in the Real Property Records of Cook County, Illinois; and

WHEREAS, the Mortgage encumbers, among other property, certain real property in Cook County, Illinois (the "Property"), more particularly described on Exhibit A attached hereto and made a part hereof for all purposes; and

WHEREAS, the Borrower and the Mortgagee desire to make certain changes to the Mortgage.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing, the direct and indirect material benefits being received by the Partnership and the individuals who own and control the Partnership, the promises set forth in the Mortgage and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Paragraph 12. (a) of the Mortgage is amended in its entirety to provide as follows:

"12. (a) If Mortgagor shall well and truly pay, or cause to be paid, the Note and the Obligation and shall keep and perform each and every covenant, condition and stipulation herein and in the Note, the Loan Agreement, and the other Loan Papers contained, then these presents shall be released at Mortgagor's sole cost and expense, otherwise to be and remain in full force and effect. If there is a Default, Mortgagee may enforce any of the remedies provided herein, in Article Eight of the Loan Agreement, or in any of the other Loan Papers, including, but not limited to, declaring the Note, together with all other sums secured hereby, at

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once due and payable, together with accrued interest thereon, without demand, presentment, protest or notice other than that demand or notice provided for in this paragraph, and Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof."

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE FOREGOING AND MAKE A PART HEREOF

2. Except as modified by this Amendment, the Mortgage remains unchanged, and in full force and effect, fully binding on the Mortgagor as to all the terms and conditions herein.

MORTGAGOR:

LA SALLE NATIONAL BANK, a national banking association, not personally, but solely as Trustee under a Trust Agreement dated August 8, 1986, and known as Trust Number 111434

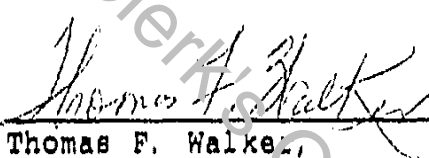
ATTEST:


Assistant Secretary

By: 
Title: ASSISTANT VICE PRESIDENT

MORTGAGEE:

CITICORP REAL ESTATE, INC.,
a Delaware corporation

By: 
Thomas F. Walker,
Vice President

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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AGREED AND CONSENTED TO AS
OF THE 26 DAY OF JULY, 1988.

THE LAKES OF SCHAUMBURG II, LTD.,
an Illinois limited partnership

By: HM-The Lakes of Schaumburg II, Ltd.,
an Illinois limited partnership,
its General Partner

By: 

General Partner

BOX 883 - GG

This instrument was prepared
by and after recording should
be returned to:

Jay L. Tobin, Esq.
Johnson & Swanson, P.C.
900 Jackson Street
100 Founders Square
Dallas, Texas 75202-4499

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STATE OF ILLINOIS §
 §
COUNTY OF COOK §

I, Bancy G. Seathoff, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard D. Cook, Assistant Vice President of LA SALLE NATIONAL BANK, and Rita Ellen Walter, Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and 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, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of July, 1988.

Bancy G. Seathoff
Notary Public

My Commission Expires:
11-28-90

COOK COUNTY CLERK'S OFFICE

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Property of Cook County Clerk's Office

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STATE OF TEXAS §
§
COUNTY OF DALLAS §

I, Susan A. Herbek, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas F. Walker, Vice President of CITICORP REAL ESTATE, INC., a Delaware corporation, is 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 and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation in the capacity therein stated and for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of July, 1988.

Susan A. Herbek
Notary Public

My Commission Expires:

11-28-90

STATE OF Illinois §
§
COUNTY OF DuPage §

I, Amy Ferguson, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Donald L. Davis, General Partner of HM-THE LAKES OF SCHAUMBURG II, LTD., an Illinois limited partnership, sole General Partner of THE LAKES OF SCHAUMBURG II, LTD., an Illinois limited partnership, is 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 and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said limited partnership in the capacity therein stated and for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of July, 1988.

Amy Ferguson
Notary Public

My Commission Expires:

3/27/91



P. I. N. + 012 + 3 F + 102 + 009
Hartung & Quenier 803 4th St SE Columbus, MO.

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EXHIBIT A

THE LAND

Property Description

PARCEL 1: THAT PART OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF PLUM GROVE ROAD (ALSO KNOWN AS OLD PLUM GROVE ROAD) WITH THE NORTHERLY LINE OF ALGONQUIN ROAD AS PER DOCUMENT NO. 1195798; THENCE NORTH 66 DEGREES, 50 MINUTES, 41 SECONDS WEST ALONG SAID NORTHERLY LINE OF ALGONQUIN ROAD, 89.04 FEET TO THE MOST WESTERLY CORNER OF PROPERTY CONDEMNED FOR ROAD PURPOSES AS PER CASE NUMBER 71L11410; THENCE NORTH 57 DEGREES, 00 MINUTES, 18 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LAND CONDEMNED FOR ROAD PURPOSES, 38.99 FEET TO A LINE 50.0 FEET, MEASURED AT RIGHT ANGLES, WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID PLUM GROVE ROAD; THENCE NORTH 00 DEGREES, 51 MINUTES, 17 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE WEST LINE OF LAND CONDEMNED FOR ROAD PURPOSES AS PER CASE NO. 71L11410, 659.03 FEET TO A POINT FOR PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 00 DEGREES, 51 MINUTES, 17 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE OF LAND CONDEMNED FOR ROAD PURPOSES, AND A NORTHERLY EXTENSION THEREOF, 712.92 FEET TO AN INTERSECTION WITH A LINE 90.0 FEET, AS MEASURED AT RIGHT ANGLES, WESTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF LOT 1 AS STAKED AND MONUMENTED IN OLD PLUM GROVE SUBDIVISION OF PART OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED MAY 25, 1943 AS DOCUMENT 13080952; THENCE NORTH 05 DEGREES, 39 MINUTES, 28 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 111.79 FEET.

THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 189.99 FEET;
THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 180.0 FEET;
THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 585.0 FEET;
THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 105.0 FEET;
THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 255.0 FEET;
THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, 90.0 FEET;
THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 180.0 FEET TO A POINT 427.0 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF THE SOUTH LINE OF 66 FEET WIDE OLD PLUM GROVE ROAD (ALSO KNOWN AS HARTUNG ROAD); THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 305.64 FEET; THENCE SOUTH 20 DEGREES 27 MINUTES 51 SECONDS WEST, 76.55 FEET; THENCE SOUTH 69 DEGREES 32 MINUTES 09 SECONDS EAST, 1320.47 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY A RECIPROCAL AGREEMENT OF EASEMENT FOR INGRESS AND EGRESS MADE BY AND BETWEEN LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 8, 1986 AND KNOWN AS

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TRUST NUMBER 111434 AND LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1986 AND KNOWN AS TRUST NUMBER 111756 DATED FEBRUARY 23, 1987 AND RECORDED FEBRUARY 25, 1987 AS DOCUMENT 87107122 UPON, ALONG, AND THROUGH ROADWAYS, PATHWAYS, SIDEWALKS, AND JOGGING PATHS PRESENTLY OR HERINAFTER CONSTRUCTED ON A PORTION OF THE REAL ESTATE DESCRIBED AS FOLLOWS: THAT PART OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF PLUM GROVE ROAD (ALSO KNOWN AS OLD PLUM GROVE ROAD) WITH THE NORTHERLY LINE OF ALGONQUIN ROAD AS PER DOCUMENT 11195798; THENCE NORTH 66 DEGREES, 50 MINUTES, 41 SECONDS WEST ALONG SAID NORTHERLY LINE OF ALGONQUIN ROAD, 89.04 FEET TO THE MOST WESTERLY CORNER OF PROPERTY CONDEMNED FOR ROAD PURPOSES AS PER CASE NUMBER 71L11410; THENCE NORTH 57 DEGREES, 00 MINUTES, 18 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LAND CONDEMNED FOR ROAD PURPOSES, 38.99 FEET TO A LINE 30.0 FEET, MEASURED AT RIGHT ANGLES, WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID PLUM GROVE ROAD; THENCE NORTH 00 DEGREES, 51 MINUTES, 17 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE WEST LINE OF LAND CONDEMNED FOR ROAD PURPOSES AS PER CASE NO. 71L11410, 659.03 FEET; THENCE NORTH 69 DEGREES, 32 MINUTES, 09 SECONDS WEST, 1320.47 FEET FOR A PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING 69 DEGREES, 32 MINUTES, 09 SECONDS WEST, 210.0 FEET; THENCE SOUTH 20 DEGREES, 27 MINUTES, 51 SECONDS WEST, 230.0 FEET; THENCE NORTH 69 DEGREES 32 MINUTES 09 SECONDS WEST, 1050.0 FEET TO A POINT ON THE CENTER LINE OF QUINTENS ROAD, SAID POINT BEING 370.97 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE OF QUINTENS ROAD WITH THE NORTHERLY LINE OF ALGONQUIN ROAD AS PER DOCUMENT 11195798; THENCE NORTH 16 DEGREES 38 MINUTES 37 SECONDS EAST ALONG SAID CENTER LINE OF QUINTENS ROAD, 532.62 FEET TO AN ANGLE POINT IN SAID ROAD; THENCE NORTH 00 DEGREES 03 MINUTES 37 SECONDS EAST ALONG THE CENTER LINE OF QUINTENS ROAD, 68.97 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF OLD PLUM GROVE ROAD (ALSO KNOWN AS HARTUNG ROAD); THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SAID ROAD, 1135.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, 732.64 FEET; THENCE SOUTH 20 DEGREES 27 MINUTES 51 SECONDS WEST, 76.55 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING THE SOUTHERLY 230.00 THEREOF, AND CONTAINING APPROXIMATELY 16.0 ACRES, IN COOK COUNTY, ILLINOIS.

RIDER ATTACHED TO AND MADE A PART OF
~~(TRANSFER AGREEMENT)~~
~~(EXTENSION AGREEMENT)~~
~~(ADDITIONAL FINANCE AGREEMENT)~~
(AMENDMENT)
MORTGAGE

Dated July 25, 1988

Under Trust No. 111434

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually, LASALLE NATIONAL BANK shall be asserted to be enforceable against or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, claiming any right or security waived by every person now or hereafter NATIONAL BANK, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

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