

This instrument was prepared by  
and should be returned to:  
Sherri F. Wolff, Esq.  
Continental Bank N.A.  
105 West Adams - 9th Floor  
Law Department  
Chicago, Illinois 60697

E. WHEREAS, the principal sum remaining unpaid on the Note as of the date hereof is Nine Hundred Thousand and 00/100 Dollars (\$900,000.00); and

D. WHEREAS, the Note is presently owned and held by Lender; and

C. WHEREAS, the Note is secured by a certain Mortgage Assignment of Leases and Rents and Security Agreement dated as of October 24, 1988 and recorded December 9, 1988 as Document No. 88569891 (the "Mortgage") executed by Mortgagor and joined in by Beneficiary granting Lender a lien on the real estate described on Exhibit A attached hereto; and

B. WHEREAS, Borrower remains liable upon the Note; and

A. WHEREAS, Mortgagor and Kogen-Zivin Venture, a joint venture ("Beneficiary") (Beneficiary and Mortgagor are herein collectively referred to as "Borrower") are the maker of a certain Mortgage Note dated October 24, 1988 in the amount of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00) payable to the order of Lender (the "Note") which Note is secured by the Mortgage; and

RECIPIENTS

This First Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement, (this "Amendment") is made as of October 23, 1989, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated January 15, 1988 and known as Trust No. 104495-02 ("Mortgagor") with a mailing address at 33 North LaSalle Street, Chicago, Illinois 60690 and Continental Bank N.A., a national banking association, formerly known as Continental Illinois National Bank and Trust Company of Chicago, having its principal office at 231 South LaSalle Street, Chicago, Illinois 60697 (herein, together with its successors and assigns, called "Lender").

FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT

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48329 E. \* 37476  
BOOK QUALITY REDUCED

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# UNOFFICIAL COPY

CHIEF OF POLICE  
CITY OF CHICAGO  
OFFICE OF THE CHIEF OF POLICE  
100 N. LAUREL ST. CHICAGO, ILL. 60602

LETTER TO THE CHIEF OF POLICE  
RE: [Illegible]

DATE: [Illegible]

TO: CHIEF OF POLICE  
FROM: [Illegible]

RE: [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

Property of Cook County Clerk's Office

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5. The parties intend that this Amendment shall not adversely affect the security and priority of the Mortgage to the detriment of the Lender. The Replacement Note, as the same

4. The Indebtedness and Secured Indebtedness as defined in and secured by the Mortgage expressly includes the obligations of Borrower under the Replacement Note as amended hereby, and the same may be extended, amended, or otherwise modified or replaced in the future and the obligations of Beneficiary to Lender arising under the Application, the Letter of Credit Amendment and the 1989 Letter of Credit.

3. The Expiry Date of the Letter of Credit set forth in the Mortgage is hereby extended from October 20, 1989 to April 20, 1990.

2. The Maturity Date of the Note set forth in the Mortgage is hereby extended from October 23, 1989 to January 31, 1990.

1. Borrower shall execute a certain Amended and Restated Mortgage Note (the "Replacement Note") of even date herewith, to replace the Note. References in the Mortgage to the Note shall be deemed references to the Replacement Note, and all substitutions, amendments, and modifications hereof.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the Borrower and the Lender hereby agree as follows:

g. WHEREAS, the Mortgage also secures Beneficiary's obligations under an Application for Letter of Credit dated October 13, 1988 ("Application") pursuant to which Lender issued a Letter of Credit in the amount of Two Hundred Eighty Thousand Eight Hundred Dollars (\$280,800.00) in favor of the Village of Northbrook ("Letter of Credit"). Borrower has delivered an amendment to the Application dated October 19, 1989 (the "Letter of Credit Amendment"), to Lender, requesting that the Letter of Credit be amended by reducing to Sixty-Three Thousand Thirty-Seven and 84/100 Dollars (\$63,037.84) the amount the Letter of Credit (the "1989 Letter of Credit") and Borrower has requested that the Expiry Date of the 1989 Letter of Credit be extended to April 20, 1990 and Borrower wishes the 1989 Letter of Credit, the Application and the Letter of Credit Amendment to be secured by the Mortgage as amended hereby.

f. WHEREAS, Borrower has requested that Lender extend the maturity of the Indebtedness evidenced by the Note and secured by the Mortgage and Lender is willing to do so subject to the terms, provisions and conditions hereinafter contained, and Borrower has agreed to amend and modify the Note and Mortgage in the manner and to the extent hereinafter set forth; and

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# UNOFFICIAL COPY

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THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS THIS DAY PASSED THE FOLLOWING RESOLUTION:

RESOLVED, THAT THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, DO HEREBY APPROVE AND CONSENT TO THE EXECUTION OF THE FOLLOWING:

TO-WIT: THE EXECUTION OF THE FOLLOWING:

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10. This Amendment is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Amendment or its making, issue or transfer. All such liability, if any, is expressly waived by each taker and holder hereof; except that Trustee in its personal and

9. This Amendment shall be binding upon the parties and their respective successors and assigns. Except as hereby expressly amended, the Mortgage Note, and Assignment shall remain in full force and effect and are hereby ratified and confirmed in all respects.

8. Mortgagor represents and warrants hereby represents and warrants that (i) no default or breach currently exists under the Replacement Note or the Loan Documents, and no condition exists which, with the giving of notice or the passage of time, would result in such a default or breach; and (ii) that all representations and warranties contained in the Loan Documents remain true and correct as of the date of this Agreement; (iii) each of the foregoing recitals of this Agreement is true and correct; and (iv) no adverse material change has occurred in Borrower's financial conditions or affairs since the opening of the Loan.

7. All capitalized terms not otherwise defined herein, but defined in the Mortgage, shall have the meanings ascribed to such term in the Mortgage. Wherever in the Replacement Note or Mortgage, or any other instrument evidencing, securing, or guaranteeing the indebtedness evidenced by the Replacement Note (herein collectively called the "Loan Documents") reference is made to any other of the Loan Documents, such reference shall be deemed a reference to the Loan Documents as hereby modified and amended.

6. Nothing contained in this Amendment shall in any way impair the Replacement Note or Mortgage or any other security now held by the Lender to secure repayment of the indebtedness evidenced by the Replacement Note, nor alter, waive, annul, vary or affect any provision, condition or covenant therein contained (except as herein expressly provided with respect to the maturity of the Replacement Note), nor affect nor impair any rights, powers or remedies under the Replacement Note or Mortgage or other security now or hereafter held by Lender. The Borrower and the Lender intend that all of the terms and provisions of the Replacement Note and Mortgage shall continue in full force and effect, except as expressly modified hereby.

the Mortgage as of its initial execution, recording, and filing. may be extended, amended, or otherwise modified or replaced in the future, shall be entitled to the security and priority of

# UNOFFICIAL COPY

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PROPERTY OF THE STATE OF ILLINOIS  
COUNTY OF COOK  
CITY OF CHICAGO  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF STREET MAINTENANCE  
CHICAGO, ILLINOIS

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DEPARTMENT OF PUBLIC WORKS  
DIVISION OF STREET MAINTENANCE  
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DEPARTMENT OF PUBLIC WORKS  
DIVISION OF STREET MAINTENANCE  
CHICAGO, ILLINOIS

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American National Bank and Trust  
Company of Chicago, a national  
banking association, not  
personally but solely as trustee  
under Trust No. 104495-02

CONTINENTAL BANK N.A.

LENDER: BORROWER:

IN WITNESS WHEREOF, the parties hereto have caused this  
First Amendment of Mortgage, Assignment of Leases and Rents and  
Security Agreement, to be executed as of the date first above  
written, by their respective officers thereunto duly authorized,  
and to be delivered at Chicago, Illinois.

Individual capacity warrants that it as trustee possesses full  
power and authority to execute this instrument. Nothing herein  
shall modify or discharge the personal liability of any other  
party. Each original and successive holder of the mortgage as  
amended hereby accepts the express condition that no duty shall  
rest upon the Trustee to sequester the rents, issues and profits  
arising from the premises or the proceeds arising from such  
premises' sale or other disposition. In the event of default  
the sole remedy of the holder, as far as Trustee is concerned,  
shall be foreclosure of the mortgage, action against any other  
security at any time given to secure the payment of the secured  
indebtedness and action to enforce the personal liability of  
other makers on the Replacement Note or the guarantors, if any,  
or any of the remedies as the holder in its sole discretion may  
elect.

By: [Signature] Title: [Blank]  
Attest: [Signature] Title: [Blank]  
Title: [Blank] Title: [Blank]  
Title: [Blank] Title: [Blank]

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COMMERCE BANK

CHICAGO

FOR DEPOSIT ONLY  
DO NOT WRITE IN THESE SPACES  
YOUR ACCOUNT NUMBER  
YOUR CHECK NUMBER

DATE  
AMOUNT  
PAY TO THE ORDER OF  
YOUR SIGNATURE

YOUR ACCOUNT NUMBER  
YOUR CHECK NUMBER

DATE  
AMOUNT  
PAY TO THE ORDER OF  
YOUR SIGNATURE



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This Amendment to Mortgage is hereby joined in by Kogen-Zivin Venture, a joint venture, which hereby adopts, represents and agrees to, remakes and restates all covenants, warranties and agreements contained in the foregoing Amendment and in the Mortgage; and intends hereby to be personally bound by and liable thereon and for the performance thereof.

JOINDER

Kogen-Zivin Venture, a joint

By: JTS Development, an Illinois  
Limited Partnership - Joint

Venturer

By: Suzann Kogen, its general

partner

By: Daniel Zivin, Inc., an Illinois

corporation

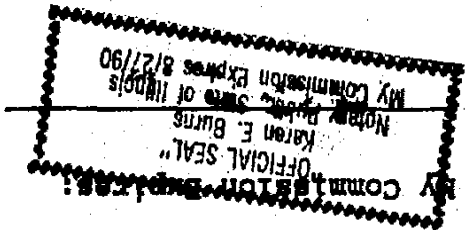
By: Daniel Zivin, its President

and Secretary



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Property of Cook County Clerk



I, KAREN E. BURNS, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Peter H. Johnson and Walter H. Durkin personally known to me to be the same persons whose names are, respectively, as Second Vice President and Assistant Secretary of American National Bank and Trust Company of Chicago, not personally but solely as trustee under Trust Agreement dated January 15, 1988 and known as Trust No. 104495-02, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said association as Trustee aforesaid, and as their own free and voluntary act, for the uses and purposes therein set forth.

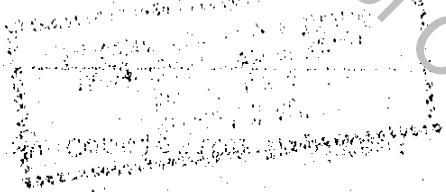
GIVEN under my hand and notarial seal this NOV 07 1989 day of NOV, 1989

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10/03/2011

10/03/2011

Property of Cook County Clerk's Office



of  
CLERK

COOK COUNTY CLERK  
JANICE M. MOSELEY  
111 WEST WASHINGTON STREET  
CHICAGO, ILLINOIS 60601  
TEL: 312.603.4000  
WWW.COOKCOUNTYCLERK.COM

COOK COUNTY CLERK  
JANICE M. MOSELEY

COOK COUNTY CLERK

COOK COUNTY CLERK

COOK COUNTY CLERK

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Property of Cook County Clerk

My Commission Expires: 9/24/90  
Notary Public, State of Illinois  
RUBY D. BLAIR

I, Ruby D. Blair, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John A. Nagy and Margaret K. Clausen, personally known to me to be the same persons whose names are, respectively, as Vice President and Vice President of Continental Bank N.A. subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said association and as their own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 9th day of November, 1989.

Ruby D. Blair  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF LAKE ) SS.

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Property of Cook County Clerk's Office

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OFFICIAL SEAL  
SUSAN P. BLACK  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. OCT 18, 1991

My commission expires:

Notary Public  
*Susan P. Black*

1989. Given under my hand and official seal, this 9th day of November  
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DANIEL ZIVIN, President and Secretary of Daniel Zivin, Inc., who 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 the said instrument as such officers of said corporation as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS  
COUNTY OF Cook  
)  
) SS.  
)

OFFICIAL SEAL  
SUSAN P. BLACK  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. OCT 18, 1991

My commission expires:

Notary Public  
*Susan P. Black*

1989. Given under my hand and official seal, this 9th day of November  
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT SUZANN KOGEN, General Partner of J & S Development, an Illinois Limited Partnership, who 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 she signed and delivered the said instrument as such general partner of said Partnership as her own free and voluntary act and as the free and voluntary act of said Partnership as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS  
COUNTY OF Cook  
)  
) SS.  
)





92972568

ALSO KNOWN AS LOTS 1 TO 9 IN SANDERS ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

04-06-103-011

Permanent Tax Nos.:

Property Address commonly known as: 205 Sanders Road Northbrook, Illinois

BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 20.0 FEET OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 6, SAID POINT BEING 1010.10 FEET WEST OF THE EAST LINE OF SAID NORTH WEST 1/4; THENCE SOUTH ALONG A LINE WHICH FORMS AN ANGLE OF 89 DEGREES, 26 MINUTES WITH THE LAST DESCRIBED LINE, MEASURED FROM EAST TO SOUTH, A DISTANCE OF 422.57 FEET; THENCE WEST ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 07 MINUTES WITH THE LAST DESCRIBED LINE, MEASURED FROM NORTH TO WEST, A DISTANCE OF 374.0 FEET TO THE EASTERLY LINE OF SANDERS ROAD; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SANDERS ROAD, TO THE SOUTH LINE OF THE NORTH 20.0 FEET OF THE SOUTH 1/2 OF SAID NORTH WEST 1/4; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

THAT PART OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

Legal Description

EXHIBIT A

(RE: Kogen-Zivin Venture Amendment)

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11/20/2011

11/20/2011

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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