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AMENDMENT TO MORTGAGE

LASALLE NATIONAL BANK TRUST
NUMBER 52468,

Mortgagor

LASALLE NATIONAL BANK,

Mortgagee

DATED: AS OF December 20, 1989

This instrument was prepared by and when
recorded is to be returned to:

Jeanne M. Vogelzang, Esq.
JENNER & BLOCK
One IBM Plaza
Chicago, Illinois 60611



DEPT-01 RECORDING \$18.25
T43333 TRAN 4860 12/27/89 14:48:00
46612 + C *-89-616867
COOK COUNTY RECORDER

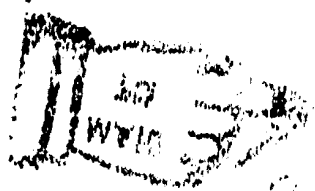
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OF COOK COUNTY

2020-10-20

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AMENDMENT TO MORTGAGE

THIS AMENDMENT made as of this 20th day of December, 1989 between LASALLE NATIONAL BANK, a national banking association duly authorized to accept and execute trusts in the State of Illinois, not personally but solely as Trustee under a Trust Agreement dated May 16, 1977 and known as Trust No. 52468 (the "Mortgagor"), and LASALLE NATIONAL BANK, a national banking association doing business in Chicago, Illinois (the "Mortgagee").

WHEREAS, the beneficiary of the Mortgagor entered into that certain Revolving Credit and Term Loan Agreement dated as of December 31, 1984, as amended December 31, 1985, December 31, 1986, December 31, 1987 and December 31, 1988 (together with all amendments thereto, the "Prior Loan Agreement") among Mortgagor's beneficiary and Mortgagee;

WHEREAS, pursuant to the Fourth Amendment to the Prior Loan Agreement, dated December 31, 1988, Mortgagor's beneficiary executed a Term Note in the aggregate original principal sum of \$625,000 and a Revolving Note in the aggregate original principal sum of \$1,000,000 in favor of Mortgagee;

WHEREAS, in connection with the Prior Loan Agreement and as security for the Term Note and Revolving Note, Mortgagor granted to the Mortgagee that certain Mortgage (hereinafter called the "Mortgage") securing the aggregate original principal sum of \$1,625,000, dated as of January 31, 1989, recorded February 16, 1989 in the Office of the Cook County Illinois Recorder of Deeds as Document No. 89073567, covering the premises more particularly described on Schedule A attached hereto and made a part hereof;

WHEREAS, Mortgagor is the owner of the real estate legally described in Schedule A annexed hereto and made a part hereof;

WHEREAS, concurrently herewith, the Mortgagor's beneficiary and the Mortgagee are amending and restructuring certain aspects of the borrowing relationship and are executing an Amended and Restated Loan and Security Agreement (the "Loan Agreement") and, payments having been made by the Mortgagor's beneficiary to the Bank, the Mortgagor's beneficiary and the Mortgagee have cancelled the Revolving Note and are executing a replacement Term Note to decrease the principal sum of the debt evidenced by the Term Note from \$625,000 to \$501,667.03; and

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WHEREAS, the Mortgagor and the Mortgagee desire to amend the Mortgage to reflect the above described Loan Agreement, the cancellation of the Revolving Note, and the reduction in the amount of the Term Note.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration each to the other in hand paid, receipt of which is hereby acknowledged, Mortgagor and the Mortgagee covenant and agree as follows:

1. The "WHEREAS" clause on page one of the Mortgage is hereby deleted and inserted therefore is the following:

THAT, WHEREAS Mortgagor's beneficiary has executed and delivered a certain Term Note dated as of December 20, 1989 (the "Note") in the aggregate principal sum of \$501,667.03, made payable to Mortgagee, in and by which Note the maker thereof promises to pay the said principal sum and interest thereon at the rate and as provided in the Note. All of said principal and interest are made payable at such place as the holder or holders of the Note (the "Holders") may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Mortgagee at 135 S. LaSalle Street, in Chicago, Illinois.

2. Subsection (a) of paragraph 11 on page 10 of the Mortgage is hereby deleted and inserted therefore is the following:

(a) default as defined in the Amended and Restated Loan and Security Agreement, as amended from time to time, occurs; or

3. The term "Notes" on all pages of the Mortgage is hereby deleted and the term "Note" is hereby substituted therefore.

4. This Amendment may not be modified, waived or terminated orally.

5. Except as expressly amended hereby, the Mortgage, the terms and provisions thereof, and the liens and encumbrances created thereby are hereby ratified and confirmed and, except as expressly modified hereby, all the terms, covenants and conditions thereof shall remain in full

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force and effect in accordance with the provisions thereof and Mortgagor agrees that nothing contained herein is intended to or shall impair the lien, conveyance and grant of the Mortgage.

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

MORTGAGOR:

Trustee's Exoneration under Attached Hereto and made A Part Hereof

LASALLE NATIONAL BANK, not personally but as Trustee of Trust No. 52468

Attest [Signature]
Title ASSISTANT SECRETARY

By [Signature]
Title ASSISTANT VICE PRESIDENT

MORTGAGEE:

LASALLE NATIONAL BANK

Attest [Signature]
Title LOAN OFFICER

By [Signature]
Title Vice President

Property Address: 9160 S. Green Street
Chicago, Illinois 60620

PIN: 25-05-404-003

MORTAMEN-427/cse

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, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE 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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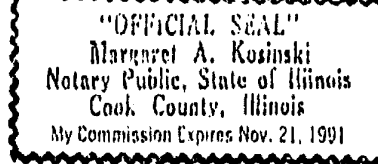
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Margaret A. Kosinski, a Notary Public in and for said County, Vice President
in the State aforesaid, DO HEREBY CERTIFY that LAWRENCE G. RYAN Vice President
~~HENRY BARBER~~ Loan Officer _____ of
LaSalle National Bank and CHERLINE BEK _____ of LaSalle National Bank,
who are personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such LAWRENCE G. RYAN Vice President
~~HENRY BARBER~~ Loan Officer _____ and
CHERLINE BEK, 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 Association,
for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21~~st~~ day of December
1989.

Margaret A. Kosinski
Notary Public

My commission expires: 11/21/91.



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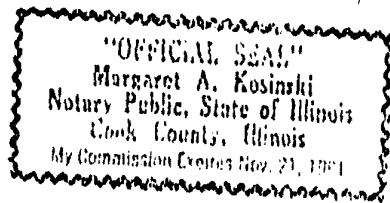
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Margaret A. Kosinski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ^{RITA WILKINSON, Asst. Secretary} LAURENCE E. RYAN of ^{Asst. Vice President} LaSalle National Bank and CORINNE BEKEL of LaSalle National Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ^{RITA WILKINSON, Asst. Sec'y.} LAURENCE E. RYAN and ^{Asst. Vice President} CORINNE BEKEL, 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 Association, as Trustee as aforesaid, for the uses and purposes therein set forth; and that said Assistant Secretary then and there acknowledged that he/she, as custodian of the corporate seal of said Association, did affix the corporate seal of said Association to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of December, 1989.

Margaret A. Kosinski
Notary Public

My commission expires: 11/21/91.



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LEGAL DESCRIPTION

THAT PART OF VACATED LOTS, BLOCKS, STREETS AND ALLEYS IN CENTRAL ADDITION TO SOUTH ENGLEWOOD, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SOUTH GREEN AND WEST 92ND STREETS, BEING THE SOUTHEAST CORNER OF BLOCK 1 IN SAID ADDITION, THENCE NORTH ALONG THE WEST LINE OF SOUTH GREEN STREET 629.75 FEET MORE OR LESS TO THE SOUTH LINE EXTENDED WEST OF WEST 91ST STREET AS SAID WEST 91ST STREET IS SHOWN IN HALSTED STREET ADDITION TO WASHINGTON HEIGHTS HEREINAFTER DESCRIBED; THENCE WEST ALONG SAID EXTENDED LINE 284.0 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH GREEN STREET 629.75 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID WEST 92ND STREET; THENCE EAST ALONG SAID NORTH LINE OF STREET 284.0 FEET TO THE POINT OF BEGINNING; SAID CENTRAL ADDITION BEING A RESUBDIVISION OF BLOCKS 2, 3, 4, 5, 6, 7 AND 8 OF HALSTED STREET ADDITION TO WASHINGTON HEIGHTS IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD IN COOK COUNTY, ILLINOIS.

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