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FIRST AMENDMENT TO CONSTRUCTION MORTGAGE

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THIS AMENDMENT (the "Amendment") made as of the 15th day of February, 1989, by and between LASALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated November 6, 1987 and known as Trust No. 112819 ("Mortgagor") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor executed and delivered to Mortgagee a certain Construction Mortgage (the "Mortgage") dated as of August 2, 1988 relating to certain real estate in Cook County, Illinois, and recorded in the Office of the Recorder of Deeds of such county as Document 83364129 to secure a Promissory Note in the principal sum of \$7,200,000; and

WHEREAS, Mortgagor, Mortgagee and Borrower have entered into a First Amendment to Construction Loan Agreement which, among other things, increases the subject Loan from \$7,200,000 to \$10,500,000 and pursuant thereto Mortgagor has executed and delivered an Amended and Restated Promissory Note in the amount of \$10,500,000 having a maturity date of August 1, 1990, subject to extension as therein provided, to supercede and replace the existing Promissory Note in the amount of \$7,200,000; and

WHEREAS, Mortgagor desires to mortgage additional property and add the same to the lien created by the Mortgage.

NOW, THEREFORE, Mortgagor and Mortgagee, for good and valuable consideration, the receipt and adequacy of which is acknowledged by each party, agree to and do hereby amend the Mortgage in the following respects:

1. **Principal Amount.** All references to the "Note" shall mean the Amended and Restated Promissory Note dated February 16, 1989 in the principal amount of \$10,500,000 and the Indebtedness Hereby Secured shall mean and include such revised principal amount.

2. **Additional Property.** As further security for the Note, Mortgagor does hereby REMISE, RELEASE, ALIEN, MORTGAGE AND CONVEY unto Mortgagee, its successors and assign forever, the following additional property:

The land located in the State of Illinois and legally described in Exhibit A-II attached hereto and made a part hereof:

Together with all the property rights enumerated in the granting clauses of the original Mortgage.

3. **Ratification.** The Mortgage, as hereby amended, is ratified and confirmed in all respects.

4. **Exculpation.** This Amendment is executed by LaSalle National Bank, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possess full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in this Amendment except the warranty made in this Paragraph, all such liability, if any, being expressly waived by Mortgagee and by every person nor or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the Indebtedness Hereby Secured out of and from the security given therefor in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee under any other document or instrument evidencing, securing or guarantying the Indebtedness Hereby Secured.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered the day and year first above written.

MORTGAGOR:

LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid

By: *[Signature]*
Name: _____
Title: _____

MORTGAGEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: *[Signature]*
Name: TERRE D. SIMON
Title: OFFICER

Property of Cook County Clerk's Office



THIS INSTRUMENT PREPARED BY:

Livingston Fairbank, Jr., Esq.
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

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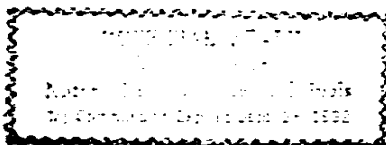
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 22 day of February, 1989, by [Signature], Vice President of LASALLE NATIONAL BANK, acting as Trustee under Trust No. 112819.

[Signature]
Notary Public

My Commission Expires:

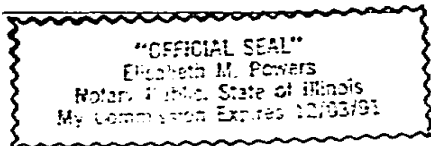


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 2nd day of March, 1989, by [Signature], Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO.

[Signature]
Notary Public

My Commission Expires:



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EXHIBIT A-II

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

Lot 1 of the Burr Ridge Park Unit I Subdivision being a subdivision of the West Half of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Property Address: Burr Ridge Parkway and Lincolnshire (Lot N)

Permanent Real Estate Index Number:

18-30-301-001
18-30-305-001
18-30-301-003

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• 43335 + C * -89-130531
• COOK COUNTY RECORDER

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