

A. Payment of the indebtedness, with interest thereon, evidenced by the promissory note (the "\$750,000 Note") dated as of December 29, 1988 from Mortgage and TRP Partners payable to bearer that has been delivered to Mortgage, in the amount of \$750,000 or so much thereof as may be advanced to or for the account of TRP or Mortgage, which has a final maturity date of February 1, 1994, if

read as follows: "Loan Instruments." Paragraphs A through E and the following paragraph on page 3 of the Mortgage are amended and restated to

1. Designation of Obligations Secured and Definition of parties are agreed as follows: NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

WHEREAS, the parties now desire to amend the Mortgage so that it shall also secure additional indebtedness in the amount of \$50,000, thereby increasing the amount of the indebtedness presently secured thereby from \$750,000 to \$800,000 and in additional particulars as herein set forth and no further;

WHEREAS, the parties hereto are the parties to that certain Leasehold Mortgage, Assignment of Rents, and Security Agreement dated as of December 29, 1988 and recorded January 4, 1989 as Document No. 89003704 in the office of the Recorder of Cook County, Illinois (the "Mortgage").

W I T N E S S E T H :

THIS FIRST AMENDMENT TO LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT (this "Amendment") is entered into as of June 1989 by and between FIRST NATIONAL BANK OF LOCKPORT, a national banking association, not personally but as Trustee under Trust Agreement dated as of December 22, 1988, and known as Trust No. 21110 ("Mortgage"), 800 South State Street, Lockport, Illinois 60441, and FIRST NATIONAL BANK OF LOCKPORT, a national banking association, 800 South State Street, Lockport, Illinois 60441 ("Mortgage"). TRP PARTNERS, a Kentucky general partnership, joins herein with Lessor to subject its interest in certain of the property subjected hereto to the terms of this Amendment and to agree that its interest in such property shall be represented by Mortgage for all purposes.

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

TJC #5 Cicero, IL

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2. References to the Notes. Each reference in the Mortgage to the "Note" is hereby amended to read and to refer to the "Notes."

This Mortgage, the Notes, any guaranty thereof, and any other instrument given further to evidence or secure the payment and performance of any obligation secured hereby, and any amendments, modifications, extensions, and renewals thereof, may hereafter be referred to as the "Loan Instruments" and are incorporated herein by this reference.

Payment of all other sums, with interest thereon that may hereafter be loaned to THP or Mortgagee, or the successors or assigns of either, by Mortgagee, when evidenced by a promissory note or notes reciting that they are secured by this Mortgage, up to a maximum additional indebtedness of One Million Dollars (\$1,000,000).

D. Performance of all obligations of any guarantor of Mortgage, the Note, or any other instrument given further to evidence or secure the payment and performance of any obligation secured hereby;

C. Payment of all sums advanced by Mortgagee to protect the premises, with interest thereon at the rate set forth in the note or at the maximum rate of interest permitted by law from time to time, whichever shall be less;

The \$750,000 and the \$50,000 are collectively referred to herein as the "Notes"; provided, however, that if either the \$750,000 Note or the \$50,000 Note shall be paid or satisfied in full prior to the payment or satisfaction of the other, the term "Notes" shall be deemed to refer to the indebtedness that remains outstanding, the \$750,000 Note or the \$50,000 Note, as the case may be; and provided further, however, that prior to the payment or satisfaction of the \$750,000 Note or the \$50,000 Note, each referenced herein to the "Notes" shall be deemed to refer to either or both thereof as the context may require.

B. Payment of the indebtedness, with interest thereon, evidenced by the promissory note (the "\$50,000 Note") dated as of June 23, 1989 from Mortgagee and THP Partners payable to bearer that has been delivered to Mortgagee, in the amount of \$50,000, or so much thereof as may be advanced to or for the account of THP or Mortgagee, which has a final maturity date of February 1, 1994, if not sooner paid, and which by this reference is hereby made a part hereof and any and all modifications, extensions and the renewals thereof;

not sooner paid, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof;

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THIS INSTRUMENT IS EXECUTED BY THE FIRST NATIONAL BANK OF LOCKPORT NOT PERSONALLY BUT SOLELY AS AFORESAID AND ALL THE COVENANTS AND CONDITIONS IN IT REFERRED HEREUNDER BY THE FIRST NATIONAL BANK OF LOCKPORT ARE UNDERSTOOD AS IF SOLELY AS AFORESAID AND AS APPLICABLE AND NOT OTHERWISE AND NO PERSONAL LIABILITY SHALL BE ASSIGNED OR INCURRED AGAINST THE FIRST NATIONAL BANK OF LOCKPORT BY REASON OF ANY OF THE COVENANTS, STATEMENTS, REPRESENTATIONS OR WARRANTIES CONTAINED IN THE INSTRUMENT.

THIS INSTRUMENT SIGNED BY
FIRST NATIONAL BANK OF LOCKPORT
300 S. STATE ST. LOCKPORT, ILL. 60451

By [Signature] Title Assistant Vice President

By [Signature] Title Vice President

Attest: FIRST NATIONAL BANK OF LOCKPORT, not personally, but as Trustee under Trust No. 77-21115

IN TESTIMONY WHEREOF, WITNESSES the signature of Mortgagee through one of its officers hereunto duly authorized and witness the signature of THE Partners hereunto acting by and through one of its partners hereunto duly authorized.

4. Concerning the Trustee. This Amendment is executed by Mortgagee, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon invested in it as such Trustee (and First National Bank of Lockport hereby warrants that it possesses full power and authority to execute this Amendment), and it is expressly understood and agreed that nothing herein or in the Notes contained shall be construed as creating any liability on Trustee personally to pay the Notes or any interest that may accrue thereon, or any indebtedness occurring hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Trustee and its successors personally are concerned, the legal holder or holders of the Notes and the owner or owners of any indebtedness occurring hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in the Notes provided or by action to enforce the personal liability of guarantors.

3. No Other Changes: Mortgage Effective; Novation. Except as amended hereby, the Mortgage is unchanged; as amended hereby, it continues in full force and effect. This Amendment is not intended to and will not effect a novation of the obligations evidenced and secured hereby or any part thereof nor is the lien of the Mortgage in any manner intended to be released nor is the lien hereof intended to be altered or changed except as provided herein.

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I, the undersigned notary public in and for said County, in the state aforesaid, do hereby certify that Everett J. Hauck, a general partner of THP Partners, a Kentucky general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and

STATE OF ILLINOIS)
COUNTY OF WILL)
SS)

[SEAL]

Everett J. Hauck
Notary Public

02532368

My commission expires: May 10, 1990.
June, 1989.
Given under my hand and notarial seal this 29th day of

the undersigned notary public in and for said County, in the state aforesaid, do hereby certify that Nina Beavers, Trustee of First National Bank of Lockport and Theodore Ziegler, Vice-Pres. of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trustee and Assistant Vice-Pres., 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 the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Nina Beavers did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF WILL)
SS)

ADDRESS: Suite 200
STM Plaza West
10101 Linn Station Road
Louisville, Kentucky 40223

THP PARTNERS
By *Everett J. Hauck* Partner
One of its General Partners

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COOK COUNTY RECORDER

[SEAL] HAC\1305

Shirley H. Jones
Notary Public

voluntary act, and the free and voluntary act of the aforesaid partnership, for the uses and purposes therein set forth.
Given under my hand and notarial seal this 23 day of June, 1989.
My commission expires: 7-27-89

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