

FIRST AMENDMENT TO  
MORTGAGE, ASSIGNMENT OF RENTS  
AND SECURITY AGREEMENT

This First Amendment, dated as of June 1, 1990, is entered into between Beverly Bank & Trust Company, as Trustee under Trust Agreement dated August 9, 1979 and known as Trust No. 8-6520 (the "Mortgagor"), and LaSalle National Bank, a national banking association (the "Mortgagee").

WHEREAS, the Mortgagor and the Mortgagee have previously entered into a Mortgage, Assignment of Rents and Security Agreement dated as of May 25, 1989 and recorded June 5, 1989 as Document No. 89253310, and later re-recorded (the "Agreement") to provide collateral security for the Mortgagor's obligations to the Mortgagee, including, without limitation, the Mortgagor's obligations arising under the Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of May 25, 1989; and

WHEREAS, the Mortgagor and the Mortgagee have agreed to, inter alia, restructuring the collateral documents securing the Mortgagor's obligations to the Mortgagee to associate specified collateral with specified loans, all pursuant to the terms of a Third Amended and Restated Revolving Credit and Term Loan Agreement dated concurrently herewith (the "Loan Agreement"); and

WHEREAS, the Mortgagee's commitments under the Loan Agreement are conditioned on the Mortgagor's execution of this First Amendment;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Capitalized terms used herein without definition will have the meanings given such terms in the Agreement.
2. The recital paragraph is amended in its entirety to read and provide as follows:

"WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of One Million Dollars (\$1,000,000) on a term loan basis as evidenced by a term note dated as of May 25, 1989 (the "Term Note IV" or the "Notes", which term shall include any and all renewals, refinancings and replacements thereof and therefor), whereby Mortgagor promises to pay said principal sums, together with interest thereon, from the date thereof, as set forth therein, at the office of the Mortgagee, or at such other place as may be designated in writing by the legal holder thereof, until the entire principal balances and accrued interest thereon have been paid."

3. The paragraph of the Agreement immediately following the recital paragraph (beginning "NOW, THEREFORE..." and preceding "TOGETHER WITH:") is amended in its entirety to read and provide as follows:

"NOW, THEREFORE, to secure the payment of the principal sum and interest thereon as evidenced by the Notes, and any and all renewals, refinancings and replacements thereof and therefor, the performance of the covenants and agreements contained in this Mortgage, the Notes and any other documents executed pursuant thereto (the "Other Documents") and any advances made by Mortgagee as provided herein, Mortgagor does by these presents grant, transfer, bargain, set over, remise, release, assign, alien, warrant, pledge, sell, convey, and mortgage unto Mortgagee, its successors and assigns forever, the real estate described in Exhibit A attached hereto and made a part hereof (the "Real Estate") and all of Mortgagor's estate, right, title, and interest therein situated in the County of Cook and State of Illinois;"

4. References in the Loan Agreement to the "Loan Agreement" shall hereafter be deemed to refer to the Third Amended and Restated Revolving Credit and Term Loan Agreement dated as of June 1, 1990, as the same may hereafter be amended.

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5. Terms used herein and in the Mortgage in the plural should be deemed to include the singular, and the singular, the plural.
6. The Mortgagor represents and warrants to the Mortgagee that:
  - a. On the date hereof, the Mortgagor is in compliance with all of the terms and provisions set forth in the Agreement (as modified by this First Amendment) on its part to be observed or performed, and no event of default specified in Section 21 of the Agreement, nor any event which, upon notice or lapse of time, or both, would constitute such an event of default, has occurred.
  - b. On the date hereof, the representations and warranties set forth in the Agreement (as modified by this First Amendment) are true and correct with the same effect as if such representations and warranties had been made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date.
  - c. On the date hereof, the Mortgagor has complied with and is in compliance with all of the covenants set forth in the Agreement.
7. The Agreement, as modified by this First Amendment, is ratified and confirmed in all respects as though re-executed on the date hereof.

IN WITNESS WHEREOF, the Mortgagor executes this First Amendment as of the date first above written.

BEVERLY TRUST COMPANY, SUCCESSOR TRUSTEE TO BEVERLY BANK & TRUST COMPANY, not individually but solely as Trustee under Trust Agreement dated August 9, 1979 and known as Trust No. 8-6520

By: *Arthur Ralphson*  
Title: Trust Officer

ATTEST:

*Alan Ross*  
Asst. Trust Officer ~~XXXXXXXXXXXX~~

This document is made by Beverly Trust Company as Trustee and accepted upon the express understanding that the Beverly Trust Company is not to be held liable to the same not personally, but only as trustee and that no personal liability is assumed by nor shall be asserted or enforced against Beverly Trust Company because of or on account of the making or execution of this document or of anything therein contained, all such liabilities being expressly waived, nor shall Beverly Trust Company be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

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The Mortgagee heretofore and hereafter is the Mortgagee  
On the date hereof, the Mortgagee has relinquished to the Mortgagor all the interest in the premises and the rights and privileges therein and has delivered to the Mortgagor all the documents and instruments in his possession and control relating to the premises and the mortgage thereon.

On the date hereof, the Mortgagee has relinquished to the Mortgagor all the interest in the premises and the rights and privileges therein and has delivered to the Mortgagor all the documents and instruments in his possession and control relating to the premises and the mortgage thereon.

On the date hereof, the Mortgagee has relinquished to the Mortgagor all the interest in the premises and the rights and privileges therein and has delivered to the Mortgagor all the documents and instruments in his possession and control relating to the premises and the mortgage thereon.

Property of Cook County Clerk's Office

This document is made by the Mortgagor and Mortgagee and is intended to be a true and correct statement of the facts and circumstances of the mortgage and the release of the same. It is intended to be a true and correct statement of the facts and circumstances of the mortgage and the release of the same.

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, DARLENE DONAHUE, a Notary Public, in said County, in the State aforesaid, do hereby certify that Patricia Ralphson, who is personally known to me to be the Trust Officer of Beverly Bank & Trust Company, not individually, but solely as Trustee, and Alice G. Page, who is personally known to me to be the Assistant Trust Officer ~~xxxSecretary~~ of said Bank, each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument in their respective capacities as Trust Officer and ASSISTANT Trust Officer ~~xxxSecretary~~ of said Bank, 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.

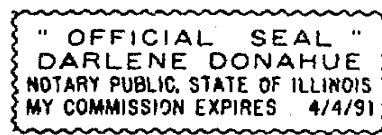
Given under my hand and Seal of Office this 6th day of September, 1990.

Darlene Donahue  
Notary Public

My commission expires:

Darlene Donahue  
(Type in full name of Notary Public)

4-4-91



Return upon filing to:  
Kirk P. Flores, Esq.  
LaSalle National Bank  
135 South LaSalle Street, Suite 1125  
Chicago, Illinois 60603

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KPF:vc  
G7201.AGR  
July 5, 1990

DEPT-01 RECORDING \$15.25  
T#5555 TRAN 5438 09/13/90 09:23:00  
#7693 # E \*-90-446809  
COOK COUNTY RECORDER

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# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE, JANUARY 21, 1900.  
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE.  
AND  
THE STATE OF ILLINOIS, DEPARTMENT OF LAND OFFICE,  
IN THE MATTER OF THE APPLICATION OF THE  
FIRST NATIONAL BANK OF CHICAGO, ILLINOIS,  
FOR A LICENSE TO OPERATE AS A BANK OF  
DEPOSIT AND SAVINGS IN THE CITY OF  
CHICAGO, ILLINOIS.  
THE COMMISSIONERS OF THE LAND OFFICE  
HAVE THE HONOR TO REPORT THAT THE  
FIRST NATIONAL BANK OF CHICAGO, ILLINOIS,  
HAS BEEN LICENSED TO OPERATE AS A BANK  
OF DEPOSIT AND SAVINGS IN THE CITY OF  
CHICAGO, ILLINOIS, UNDER THE  
PROVISIONS OF THE ACT RELATIVE TO  
THE REGULATION OF BANKS OF DEPOSIT  
AND SAVINGS IN THE CITY OF CHICAGO,  
ILLINOIS, PASSED MARCH 28, 1899,  
AND AS AMENDED BY THE ACT OF  
MAY 2, 1900, CHICAGO, ILLINOIS,  
AND THAT THE SAID BANK HAS BEEN  
LICENSED TO OPERATE AS A BANK OF  
DEPOSIT AND SAVINGS IN THE CITY OF  
CHICAGO, ILLINOIS, UNDER THE  
PROVISIONS OF THE ACT RELATIVE TO  
THE REGULATION OF BANKS OF DEPOSIT  
AND SAVINGS IN THE CITY OF CHICAGO,  
ILLINOIS, PASSED MARCH 28, 1899,  
AND AS AMENDED BY THE ACT OF  
MAY 2, 1900, CHICAGO, ILLINOIS.

Property of Cook County Clerk's Office

RECORDED  
INDEXED  
JAN 21 1900  
CLERK OF COOK COUNTY

RECORDED  
INDEXED  
JAN 21 1900  
CLERK OF COOK COUNTY

30-1-100

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## EXHIBIT A

That part of Lots 6, 7, and 8 of the Circuit Court Partition of the North West 1/4 of the North West 1/4 of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows: beginning at a point on the North line of said Section 5, said point being also in the North line of said Lot 8, 267.48 feet West of the North East corner of said North West 1/4 of the North West 1/4; thence South 10 Minutes 20 Seconds East, 604.78 feet to a point in the South line of said Lot 6; thence West along said South line of said Lot 6, 187 feet to a point; thence North 10 Minutes 20 Seconds West, 604.78 feet to said North line of Section 5; thence East along said North line of Section 5, 187 feet to the place of beginning, except however the North 75 feet thereof falling in West Pershing Road (39th Street), in Cook County, Illinois.

Property Address: 1431 W. Pershing Road, Chicago, Illinois

2005 101-015

Property of Cook County Clerk's Office

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EXHIBIT A



Kirk P. Flores  
La Salle National Bank  
135 S. La Salle Street  
Suite 1125  
Chicago, IL 60603

Property of Cook County Clerk's Office

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