

FIRST AMENDMENT TO
CONSTRUCTION MORTGAGE AND
SECURITY AGREEMENT WITH
ASSIGNMENT OF RENTS

90513160

This First Amendment to Construction Mortgage and Security Agreement with Assignment of Rents ("Amendment") dated as of August 30, 1990, by and among American National Bank and Trust Company of Chicago, not individually but solely as Trustee under a Trust Agreement dated November 20, 1986 and known as Trust Number 100558-04 ("Mortgagor") and Security Pacific National Bank ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Construction Mortgage and Security Agreement with Assignment of Rents dated as of February 15, 1989 and recorded in the office of the Recorder of Deeds of Cook County, Illinois on February 21, 1989 as Document No. 89076695 encumbering the real property described on Schedule I attached hereto (the "Mortgage"); and

WHEREAS, Mortgagor and Mortgagee have entered into a First Amendment to Construction Loan Agreement and Note dated as of even date herewith which amended the Construction Loan Agreement and the Note (as such terms are defined in the Mortgage), by, inter alia, extending the maturity date of the loan made pursuant thereto from February 15, 1991 to December 31, 1991; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to reflect such extension of the maturity date of the Note;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee hereby agree that the Mortgage shall be and hereby is amended as follows:

1. The first "WHEREAS" paragraph of the Mortgage is hereby amended by deleting the date "February 15, 1991" appearing in line 6 thereof and replacing it with the date "December 31, 1991".
2. All references to the Note or the Construction Loan Agreement in the Mortgage shall be deemed to refer

This Document Prepared By
and After Recording Return to:

Steven B. Silverman
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

REC-91 RECORDING 113.00
180000 TRIM 4082 10/19/90 14.16 00
95371 H H *--90 -513160
COOK COUNTY RECORDER

1800

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to the Note and the Construction Loan Agreement as amended by that certain First Amendment to Construction Loan Agreement and Note of even date herewith among the Mortgagee, the Mortgagor and the Mortgagor's beneficiary.

All references in the Note, the Construction Loan Agreement and the Additional Collateral Documents to the Mortgage shall be deemed references to the Mortgage as amended by this Amendment. All of the terms, provisions, agreements and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically amended hereby. All of the defined terms used herein which are not defined herein shall have the same meaning as set forth in the Mortgage.

No reference to this Amendment need be made in any instrument or document at any time referring to the Mortgage, any reference in any of such instrument or document to the Mortgage to be deemed a reference to the Mortgage as amended hereby.

IN WITNESS WHEREOF, the Mortgagee and the Mortgagor have executed and delivered this Amendment as of the date first above written.

This instrument is executed by the undersigned Trustee, not personally but as Trustee under the terms of that certain Trust Agreement dated the 20th day of November, 1986, and known as Trust Number 100558-04 and it is expressly understood and agreed between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, agreements, representations and warranties herein contained are made and intended not as personal covenants, undertakings, agreements, representations and warranties of the Trustee individually or for the purpose of binding it personally but only of the Trustee as such Trustee and this instrument is executed and delivered by American National Bank and Trust Company of Chicago as Trustee solely in the exercise of the power conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by nor at any time shall be asserted or enforced against American National Bank and Trust Company of Chicago on account hereof or on account of any covenant, undertaking, agreement, representation or warranty herein contained either express or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto and by all persons claiming by, through or under said parties and so far as said American National Bank and Trust Company of Chicago is concerned, the Bank shall look solely to the Mortgaged Premises, to other collateral security herefor and to any guarantor hereof for payment and performance of the obligations of the Trustee hereunder. Nothing herein contained shall, however, operate or be deemed to impair, invalidate, avoid

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and to any guarantor hereof for payment and performance of the obligations of the Trustee hereunder. Nothing herein contained shall, however, operate or be deemed to impair, invalidate, avoid or negate the covenants, undertakings, agreements and representations of the Trustee as such Trustee.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, Not
Individually But as Trustee
Under Trust Number 100558-04

By _____
Its _____

ATTEST:

Assistant Secretary

SECURITY PACIFIC NATIONAL BANK

By Quintall H. Foyelich
Its First Vice President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Steven B. Silverman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Anita N. Roglich, First Vice President of Security Pacific National Bank, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such First Vice President, appeared before me this day in person and acknowledged that she signed and delivered the 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.

GIVEN under my hand and notarial seal this Sixth day of September, 1990.



Notary Public

Steven B. Silverman

Type or Print Name

(SEAL)

My Commission Expires:
July 25, 1993

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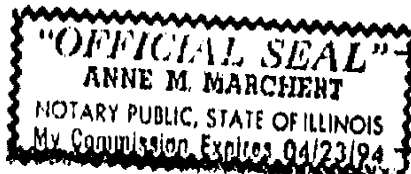
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, ANNE M. MARCHERT, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that J. MICHAEL WHELAN, Vice President of American National Bank and Trust Company of Chicago, and Centro Board Policy, Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee of Trust 100558-04 as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

SEP 06 1990

GIVEN under my hand and notarial seal this ____ day of _____, 1990.



(SEAL)

Anne M. Marchert
Notary Public

Type or Print Name

My Commission Expires: _____

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SCHEDULE I

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 TO 6 AND 21 TO 26, ALL INCLUSIVE, IN BLOCK 6 IN THE SUBDIVISION OF LOTS 1 AND 2 OF BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO, SITUATED IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 4, 5, 6, 7, 8, 9 AND THAT PART OF LOT 3 LYING NORTH AND NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SHEFFIELD AVENUE, 244.47 FEET SOUTH OF THE INTERSECTION OF SAID WEST LINE OF SHEFFIELD AVENUE WITH THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE AND RUNNING THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE OF SHEFFIELD AVENUE; 81.56 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 164.47 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF WILLOW STREET AS NOW OCCUPIED; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE 91.71 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF MARCEY STREET; ALL IN BLOCK 9 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-32-418-002-0000
14-32-420-001-0000
14-32-420-003-0000
14-32-420-004-0000
14-32-501-014-0000

Property
Address: 1800 Clybourn, Chicago, Illinois

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