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SIXTH AMENDMENT TO MORTGAGE DEPT-01 RECORDING

\$26.25

TN7777 TRAN 8374 01/25/91 15.25.00  
#2217 # G \* - 91-040292

COOK COUNTY RECORDER

Amendment made this 1st day of January, 1991, by Mid-City National Bank of Chicago, not in its individual capacity, but as Trustee under Trust Agreement dated May 29, 1984, and known as Trust No. 1768 ("the Land Trustee"), and Clayton Residential Home, Inc., an Illinois corporation ("the Beneficiary") [the Land Trustee and the Beneficiary are sometimes hereinafter collectively referred to as "Mortgagor"], in favor of Bank Leumi Le-Israel B.M., Chicago Branch ("the Lender").

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## RECITALS

I. Mortgagor has made and given a certain "Mortgage and Security Agreement" in favor of Lender dated February 27, 1987 ("the Mortgage"). The Mortgage secures a certain "Note" dated February 27, 1987, in the original principal amount of \$1,000,000.00. The Mortgage has been recorded in the office of the Cook County Recorder of Deeds on March 3, 1987, as Document No. 87114685.

II. The Mortgage has previously been amended by a certain "First Amendment to Mortgage" dated December 23, 1988, and recorded in the Office of the Cook County Recorder of Deeds as Document No. 88598639. At the time of execution of the said "First Amendment to Mortgage," Mortgagor executed and delivered a certain "Amended and Restated Note" in favor of Lender in the principal amount of \$1,400,000.00, which the Mortgage also secures. The Mortgage has also previously been amended by a certain "Second Amendment to Mortgage" dated March 15, 1989, and recorded in the Office of the Cook County Recorder of Deeds as Document No. 89506758, by a certain "Third Amendment to Mortgage" dated August 31, 1989, and recorded in the Office of the Cook County Recorder of Deeds as Document No. 89506759, by a certain "Fourth Amendment to Mortgage" dated November 30, 1989, and recorded in the Office of the Cook County Recorder of Deeds as Document No. 90049063, and by a certain "Fifth Amendment to Mortgage" dated September 29, 1990, and recorded in the Office of the Cook County Recorder of Deeds as Document No. 9053095. At the time of execution of the said "Fifth Amendment to Mortgage," Mortgagor executed and delivered a certain "Demand Secured Business Note" in favor of Lender in the principal amount of \$600,000.00.

III. Lender has agreed to loan to Mortgagor an additional amount not to exceed \$500,000.00 ("the Additional Advances"). Mortgagor has, simultaneously with the execution of this Agreement, executed and delivered a "Demand Secured Business Note (Instalment -- Variable Rate)" in favor of Lender in the principal amount of \$1,308,000.00, evidencing Mortgagor's unconditional obligation to repay the Additional Advances ("the Demand Note"). [A copy of the Demand Note is attached hereto

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as Exhibit "A" and incorporated by reference herein.] The Demand Note replaces the prior "Demand Secured Business Note" dated September 29, 1990.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and contained in the Mortgage, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

I. Mortgagor agrees that the Mortgage shall stand as security for all amounts due under the Note (as previously amended) and under the Demand Note.

II. The lien of the Mortgage shall secure the repayment of the indebtedness evidenced by the Note (as previously amended) and by the Demand Note and the payment of all amounts due under and the performance and observance of all covenants and conditions contained in the Mortgage, the Note (as previously amended), and the Demand Note.

III. The undersigned covenant and agree that the lien of the Mortgage constitutes and remains a first and paramount lien on the property covered by the Mortgage.

IV. The Mortgage shall also secure the payment and performance of all other existing and future indebtedness, obligations, and liabilities, direct or contingent, of Mortgagor to the Lender.

V. Mortgagor shall perform, observe and comply with or cause to be performed, observed and complied with in a complete and timely manner all of the provisions of the Note (as previously amended), the Demand Note, the Mortgage, and all other instruments evidencing or securing amounts due under or in connection with the Note (as previously amended), the Demand Note, or the Mortgage. Mortgagor will promptly pay or cause to be paid to Lender when due all amounts required to be paid under the Note (as previously amended), the Demand Note, the Mortgage, and all other instruments evidencing or securing amounts due under or in connection with the Note (as previously amended), the Demand Note, or the Mortgage.

VI. The Mortgage is hereby incorporated by reference herein in its entirety. Except as expressly modified hereby, all other terms and provisions of the Mortgage (as previously amended) shall remain unchanged. In the event of any conflict between the terms of the Mortgage (as previously amended) and the terms of this "Sixth Amendment to Mortgage," the terms of this amendment shall control.

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VII. Mortgagor has executed and delivered to Lender a certain Assignment of Lease and Rents dated February 27, 1987. The Beneficiary has executed and delivered a Collateral Assignment of Beneficial Interest in Mid-City National Bank of Chicago Trust No. 1768. All references to the Note in the said Assignment of Leases and Rents and in the said Collateral Assignment of Beneficial Interest are hereby amended to refer to the Note (as previously amended) and the Demand Note, collectively; all references therein to the principal amount of the loan are hereby amended to the principal amount of \$1,400,000.00 (the amount of the Note, as amended) plus \$1,308,000.00 (the amount of the Demand Note).

VIII. Mortgagor agrees, to the full extent permitted by law, that in case of an Event of Default, neither Mortgagor nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay or extension laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of the Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Lender or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. Mortgagor acknowledges that the transaction of which the Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (Chapter 110, Section 15-1201, et seq., Illinois Revised Statutes (hereinafter called "the Act")) or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601(b) of the Act.

IX. In the event that any provision in the Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of the Mortgage, but shall not invalidate or render unenforceable any other provisions of the Mortgage that can be construed in a manner consistent with the Act.

If any provision of the Mortgage shall grant to Lender any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

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Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in the Mortgage, shall be added to the indebtedness secured by the Mortgage or by the judgment of foreclosure.

X. This amendment is entered into under and shall be construed and interpreted in accordance with the laws of the State of Illinois.

XI. This amendment shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this "Sixth Amendment to Mortgage" as of the date first above-written.

MID-CITY NATIONAL BANK OF CHICAGO,  
not personally, but as Trustee  
under Trust Agreement dated May 29,  
1984, and known as Trust No. 1768

By: W. Thomas **W. THOMAS**  
Title: Assistant Vice President  
& Trust Officer

CLAYTON RESIDENTIAL HOME, INC.,  
an Illinois corporation

By: [Signature]  
Title: President

By: John Shloffrock  
Title: Assistant Secretary Treasurer

Executed and delivered by Mid-City National Bank, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary, notwithstanding, that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed or shall at any time be asserted or enforced against said Trustee or recipient hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.

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## Legal Description of Property

### TARGET. 1.

THAT PART OF LOT 5 IN CHRISTIAN KUHN'S SUBDIVISION OF BLOCK 31 IN THE CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 5 WITH THE EAST LINE OF LANE PLACE; RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 5, 72.60 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5, 146 FEET TO THE CENTER OF PRIVATE ALLEY AS LAID OUT AND USED FROM THE NORTH LINE TO THE SOUTH LINE OF SAID LOT 5; THENCE NORTHWESTERLY IN A STRAIGHT LINE ALONG THE CENTER OF SAID PRIVATE ALLEY TO A POINT WHICH IS 54.48 FEET SOUTH OF THE NORTH LINE OF SAID LOT 5 AND 139.6 FEET EAST OF THE EAST LINE OF LANE PLACE; THENCE NORTHERLY ALONG THE CENTER OF SAID PRIVATE ALLEY 54.48 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 5 WHICH IS 139.6 FEET NORTH OF THE EAST LINE OF LANE PLACE; THENCE WESTERLY ALONG THE SAID NORTH LINE OF LOT 5, 139.6 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, ALSO THAT PART OF LOT 5 IN CHRISTIAN KUHN'S SUBDIVISION OF BLOCK 31 IN CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF A LINE COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT 5, 139.6 FEET EAST OF THE EAST LINE OF LANE PLACE; RUNNING THENCE SOUTH PARALLEL TO THE EAST LINE OF LANE PLACE, 54.48 FEET; THENCE SOUTH EAST TO A POINT IN THE SOUTH LINE OF SAID LOT 5, 146 FEET EAST OF THE EAST LINE OF LANE PLACE IN COOK COUNTY, ILLINOIS.

TAX No. 14-33-308-008-0000

Address 2626 N. CLARK STREET  
Chicago, ILLINOIS

91040292

RETURN TO:  
BANK LEUMI  
100 N. LA SALLE  
CHICAGO, IL 60602