### FIRST MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

This Agreement entered into as of April 1, 1991 by and between LASALLE NATIONAL TRUST, N.A. (as successor trustee to LaSalle National Bank), a national banking association, as trustee under trust agreement dated December 1, 1972 and known as Trust Number 10-27454-09 (the "Trustee") and FOREST VIEW VENTURB, an Illinois general partnership (the "Beneficiary") (collectively, the Trustee and Beneficiary are hereinafter referred to as the "Mortgagor"), and LASALLE NATIONAL BANK, a national banking association (the "Mortgagee"), having an address at 120 South LaSalle Street, Chicago, Illinois 60603.

#### RECITALS:

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- F.. Trustee executed a Mortgage (the "Mortgage") dated March 11, 1986 and recorded on June 16, 1987 as Document No. 86-244630 in the Office of the Cook County Recorder of Deeds (the "Recorder's Citice");
- B. Merigagor executed an Assignment of Rents and Leases (the "Assignment") dated March 11, 1986;
- C. The Mortgage grants a lieu in favor of Mortgagee with respect to a certain parcel of real estate located in Cook County, Illinois, and as more specifically described on Exhibit A attached hereto;
- D. The Mortgage and Assignment secure that certain Promissory Term Note dated March 11, 1986, in the original principal amount of \$700,000, as amended by a Substitute Promissory Term Note dated April 1, 1991 (the "Note");
- E. The Note bears interest price to maturity or the occurrence of a Default at the rate of interest announced from time to time by Mortgagee as its Prime Rate (the "Interest Rate") and following maturity or the occurrence of a Default at the Interest Rate plus two percent (2%);
- F. Mortgagor desires hereby to amend the Mortgage to reflect the amendment of the Note extending the maturity date and changing certain payment obligations thereunder.

NOW, THEREFORE, in consideration of the foregoing it is hereby agreed as follows:

- 1. Note Secured. The Mortgage and Assignment secure the Note and any and all notes issued in renewal thereof or in substitution or replacement therefor
- 2. <u>Date of Trust Agreement</u>. Each of the Mortgage and Assignment contains a typographical error with respect to the date of the trust agreement establishing Trustee. The Mortgage and Assignment are hereby amended to provide the trust agree nent establishing Trust No. 10-27454-09 is dated December 1, 1972 rather than December 1, 1970.
- 3. Continuing Effect. All the terms of the Mortgage are hereby incorporated by reference herein and in all respects, the Mortgage, except as hereby modified, and remain in full force and effect. Mortgagor, by execution of this Agreement, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are coat, ined in the Mortgage and Assignment.
- 4. Exculpation. This First Modification of Mortgage and Assignment of Rents and Leases is executed by LASALLE NATIONAL TRUST, N.A. ("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 Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Mortgagor or on said Bank personally 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 the Mortgagor and its successors and said Bank personally are concerned, the legal holder or holders of said Note and the owner or owners of the indebtedness accruing 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 said Note provided or by action to enforce the personal liability of any guarantor.

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IN WITNESS WHEREOF, this First Modification of Mortgage and Assignment of Rents and Leases has been duly executed the day and year first above written.

ATT	EST:	LASAI as afor	LE NATIONAL TRUST, N.A., as trustee esaid to decompositionary
By: Its:	Construction of the Constr	By: ltay	lore Million Principality
BOR	ROWER:	6.2	
FOR	EST VIEW VENTURE		
By: By:	Joseph Crotek, Trustee of the Joseph Crotek Revocable Trust under agreement dated July 2, 1980, a general partner (1/6 interest)  Joseph F. Sirotek, Trustee	By: By:	H. Hruce Sirotek, Trustee under a written trust with H. Bruce Sirotek, dated July 1, 1982 or the successor(s) in Trust, a general partner (1/9 interest)  H. Bruce Sirotek, Trustee
By:	Rosalie M. Sirotek, Trustee of the Rosalie Sirotek Revocable Trust under agreement dated July 2, 1980, a general partner (1/6 interest)	Ву:	Diana R. Collins a/k/n Diana R. Martin and H. Bruce Sirotek Trustees under a written trust with Diana R. Collins a/k/a Diana R. Martin dated November 1, 1982, or the successor(s) in Trust, a general partner (1/9 interest)
Ву:	Rosalic M. Sirotek, Trustee	By:	Diana R. Collins a/k/a/ Diana R. Martin, Trustee
By:	H. Susanne Sirotek, Trustee of the H. Susanne Sirotek Revocable Trust under agreement dated December 17, 1980, a general partner (1/6 interest)  H. Susanne Sirotek, Trustee	By:	Robert Strotek, Trustee of the Robert Sirotek Robert Strotek Trust under ngreement stard December 17, 1980, general parties (5/48 interest)  Robert Sirotek, Trustee
Ву:	Stuart E. Grass, Trustee of the Robert L. Sirotek Gift Trust for Helen Sirotek under agreement dated December 26, 1985, a general partner (1/48 interest)	Ву:	Stuart E. Grass, Trustee of the Robert L. Sirotek Gift Trust for Gordon Sirotek under agreement dated December 26, 1985, a general partner (1/48 interest)
Ву:	Stuart E. Grass, Trustee	Вy:	Stuart E. Grass, Trustee

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Jonathan R. Sirotek, Trustee under a By: written Trust Agreement with Jonathan R. Sirotek dated January 5, 1983 or the successor(s) in Trust, a general partner (1/9 interest)

Jonathan R. Sirotok, Trustoc

Stuart E. Grass, Trustee of the Robert L. Sirotek Gift Trust for Mark Sirotek under agreement dated December 26, 1988, a general partner (1/48 interest)

By:

Stuart E. Grass, Trustee

HJM(m)kT31215.AGR March 22, 1991

Of County Clark's Office This Document Prepared by and Following Recording Return to:

Harrison J. McCown, Esq. LaSalle National Corporation 135 S. LaSalle Street Chicago, Illinois 60603

## UNOFFICIAL COPY

IN WITNESS WHEREOF, this First Modification of Mortgage and Assignment of Rents and Leases has been duly executed the day and year first above written.

ATT	EST:	LASAI as afor	LLE NATIONAL TRUST, N.A., as trustee esaid
By: Its:		By: Its:	
BOR	ROWER:		
FOR	EST TIEW VENTURE		
Ву:	Joseph F Sirotek, Trustee of the Joseph Strotek Revocable Trust under agreement dated July 2, 1980, a general partner (1/6 interest)	Ву:	H. Bruce Sirotek, Trustee under a written trust with H. Bruce Sirotek, dated July 1, 1982 or the successor(s) in Trust, a general partner (1/9 interest)
Ву:	Joseph F. Sirotek, Truster	Ву:	H. Bruce Sirotek, Trustee
Ву:	Rosalie M. Sirotek, Trustee of the Rosalie Sirotek Revocable Trus, under agreement dated July 2, 1980, a general partner (1/6 interest)	By:	Dinna R. Collins a/k/a Diann R. Martin and H. Bruce Sirotek Trustees under a written trust with Dinna R. Collins a/k/n Dinna R. Martin dated November 1, 1982, or the successor(s) in Trust, a general partner (1/9 interest)
Ву:	Rosnlie M. Sirotek, Trustee	By: . By:	Diana R. Collies n/k/n/ Diana R. Martin, Trustee  11. Bruce Sirotek, Trustee
By:	11. Susanne Sirotek, Trustee of the 11. Susanne Sirotek Revocable Trust under agreement dated December 17, 1980, a general partner (1/6 interest)	Ву:	Robert Scolek, Trustee of the Robert Sirotek Reyscolle Trust under agreement disco December 17, 1980, general partner (56/8 interest)
Ву:	11. Susanne Sirotek, Trustee	By:	Robert Strotck, Trustee
ŕ	Stuart E. Grass, Trustee of the Robert L. Sirotek Gift Trust for Helen Sirotek under agreement dated December 26, 1985, a general partner (1/48 interest)	Ву:	Stuart E. Grass, Trustee of the Pobert L. Sirotek Gift Trust for Gordon Sirotek under agreement dated December 26, 1985, a general partner (1/48 interest)

Stunrt E. Grass, Trustee

Stuart E. Grass, Trustee

# UNOFFICIAL COP2Y4 1

STATE OF ILLINOIS	) ) SS.	
COUNTY OF COOK	)	
trustee to LaSalle National Barpersonally known to me to instrument as such this day in person and acknow free and voluntary act and as tuses and purposes therein set fisald and attest to said instrument a of said Bank, as in a tee, as a	this and of LASALLE ak) and be the same persons whose religious that they signed and define free and voluntary act of storth; and the said religious as custodian of the corpus his/her own free and volunt foresaid, for the uses and pur	<b>.</b>
GIVEN under my hand 1991.	d and notarial seal this	day of GALL
	) <sub>x</sub>	day of corre
		My Commission Expires: 1. 15 4.
STATE OF ILLINOIS	SS.  Notary Public in and for said Care as a foresaid, ubscribed to the foregoing ins	Vicki Howe Notary Public, State of Illinois My Commission Expires Dec. 19, 1994
COUNTY OF COOK	) SS.	
person and acknowledged the voluntary act and as the free	at he signed and delivered the and voluntary act for the uses	he said inchement as his own free and s and purposes therein set forth.
1991.  \ \ \ \ \ \ \ \ PHYLLIS \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	AL SEAL" COLLETTI	Charles Carlette  Notary Public
		My Commission Expires:
		Jane 12, 1993

## UNOFFICIAL COPY

STATE OF ILLINOIS	)	
COUNTY OF COOK	) SS. )	
certify that ROSALIE M. St same person whose name is person and acknowledged	IROTEK, as trustee as aforesaic subscribed to the foregoing in that he signed and delivered i	County, in the State aforesaid, do hereby i, who is personally known to me to be the strument, appeared before me this day in the said instrument as his own free and is and purposes therein set forth.
GIVEN under my ha	"OFFICIAL SEAL" PHYLLIS COLLETTI Notary Public, State of Illinois My Commission Expires (/14/92)  ) SS. )	My Commission Expires:
STATE OF ILLINOIS COUNTY OF COOK	} ss.	*
certify that H. SUZANNE! the same person whose name in person and acknowledge voluntary act and as the fre	SIROTEK, as trustee as aforest e is subscribed to the foregoing d that he signed and delivered e and voluntary act for the use	tid, who is personally known to me to be instrument, appeared before me this day the said instrument as his own free and s and purposes therein set forth.
GIVEN under my ha 1991.		Tell day of Closed 1991.
	PHYLLID COLLETT) Notary Public St. C. Chais My Commission L. Gelagys	My Commission Expires:  Surce 12. 193

## UNOFFICIAL COP2Y4,

STATE OF ILLINOIS	) ) SS.	
COUNTY OF COOK	)	
certify that STUART E. GRAsame person whose name is superson and acknowledged the voluntary act and as the free action.  CIVEN under my hand	ASS, as trustee as aforesaid, was cribed to the foregoing instant he signed and delivered thand voluntary net for the uses	County, in the State aforesaid, do hereby tho is personally known to me to be the trument, appeared before me this day in see said instrument as his own free and and purposes therein set forth.
90@/Y	(	JoEla C Marty Notary Public
9		My Commission Expires:
STATE OF ILLINOIS		JOEFICIAL SEAL"  JOEFICIAL SEAL"  JOEFICIAL SEAL"  Motary Public, State of Illinois  My Commission Expires Aug. 11, 1993
COUNTY OF COOK	) SS.	
certify that JONATHAN R. S the same person whose name i in person and acknowledged	IROTEK, as trustee at a foresa s subscribed to the foregoing f that he signed and delivere a	county, in the State aforesaid, do hereby id, who is personally known to me to be instrument, appeared before me this day he said instrument as his own free and and purposes therein set forth.
GIVEN under my hanc 1991.	l and notarial scal this	Clay of Closice 1991,
	"OFFICIAL SEAL" PHYLLIS COLLETTI Notary Public, State of Illinois My Commission Expires 4/4/93	Phyllis Callette. Notary Public  My Commission Expires:  Quarte 12, 1193

# UNOFFICIAL COPY,

STATE OF ILLINOIS	)	
COUNTY OF COOK	) SS. )	
certify that H. BRUCH SHE same person whose name is person and acknowledged	OTEK, as trustee as aforesaid, subscribed to the foregoing ins that he signed and delivered t	County, in the State aforesaid, do hereby who is personally known to me to be the strument, appeared before me this day in he said instrument as his own free and s and purposes therein set forth.
GMEN under my h	"OFFICIAL SEAL"  PHYLLIS COLLETTI  Notary Public, State of Illinois  My Commission Expires 6 [12.][1]	The day of Charlette  Physical Callette  Notary Public  My Commission Expires:  Secret 12, 1993
STATE OF ILLINOIS COUNTY OF COOK	) ss. /	
certify that DIANA R. CO same person whose name is person and acknowledged	LLINS, as trustee as afor isoid, subscribed to the foregoing insthat he signed and delivered are and voluntary act for the uses	County, in the State aforesaid, do hereby who is personally known to me to be the trument, appeared before me this day in a said instrument as his own free and purposes therein set forth.
GIVEN under my ha 1991.	and and notarial scal this	A day of Closed 1991.
	OFFICIAL SEAL"  PHYLLIS COLLETTI  Notary Public, State of Illinois  My Commission Expires 6/2/93	My Commission Expires:  Scale 12, 1493

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STATE OF ILLINOIS	) ) SS.	
COUNTY OF COOR	)	
certify that ROBERT SIRC same person whose name is person and acknowledged	OTEK, as trustee as aforesaid, we subscribed to the foregoing ins	County, in the State aforesaid, do hereby who is personally known to me to be the trument, appeared before me this day in said instrument as his own free and and purposes therein set forth.
GMAN under my h	and and notarial scal this	M. day of Ger 1991
FUM:mk	"OFFICIAL SEAL" PHYLLIS COLLETTI Natary Public, State of Illinois	Notary Public
HJM:mk T31215.AGR March 22, 1991	My Commission Expires C/12/93	My Commission Expires:
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		$C_{\alpha}$
		14'
		My Commission Expires:

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### EXHIBIT A

### Legal Description

### PARCEL 1:

THAT PART OF LOT 2 IN ILLINOIS AUTO ELECTRIC COMPANY'S SUBDIVISION, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 8, 1959 AS DOCUMENT 17590754; ALSO THAT PART OF SAID NORTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 8, ALL TAKEN AS A TRACT AND COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT 2; THENCE NORTH 1 DEGREE 34 NINUTES 15 SECONDS WEST, ALONG THE EAST LINE THEREOF, 30.00 FEET TO 1TS POINT OF INTERSECTION WITH A LINE DRAWN 30.00 FEET NORTH OF (MEASURED PERPENDICULARLY THERETO) AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2, TO A POINT OF BEGINNING; THENCE SOUTH 86 DEGREES O7 MINUTES 10 SECONDS WEST, ALONG SAID PARALLEL LINE, 359.07 FEET; THENCE NORTH 69 DEGREES 18 NINUTES 11 SECONDS WEST, 54.59 FEET, TO ITS POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 2; THENCE NORTH 1 DEGREE 34 MINUTES 15 SECONDS WEST, ALONG SAID WEST LINE OF LOT 2, A DISTANCE OF 360.43 FEET, TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT 2; THENCE NORTH 88 DEGREES 07 MINUTES 10 SECONDS EAST, ALONG SAID NORTH LINE OF LOT 2, 409.58 FEET, TO THE NORTH EAST CORNER OF SAID LOT 2; THENCE SOUTH 1 DEGREE 34 MINUTES 15 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 381.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

THAT PART OF THE NORTH 1/2 O' THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 8 LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 2 IN ILLINOIS AUTO ELECTRIC COMPANY & SUBDIVISION, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED THEREOF RECORDED JULY 8, 1939 AS DOCUMENT 17590734 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT 2; THENCE NORTH 1
DEGREE 34 NINUTES 13 SECONDS WEST, ALONG THE EAST LINE THEREOF, 30.00
FEET TO ITS POINT OF INTERSECTION WITH A LINE DRAWN 30.00 FEET NORTH OF
(NEASURED PERPENDICULARLY THERETO) AND PARALLEL WITH THE SOUTH LINE OF
SAID LOT 2; THENCE SOUTH 88 DEGREES 07 NINUTES 10 SECONDS WEST, ALONG
SAID PARALLEL LINE, 359.07 FEET; THENCE NORTH 69 DEGREES 18 MINUTES 11
SECONDS WEST, 54.59 FEET, TO ITS POINT OF INTERSECTION WITH THE WEST
LINE OF SAID LOT 2, SAID POINT BEING THE POINT OF BEGINNING; THENCE
CONTINUING NORTH 69 DEGREES 18 MINUTES 11 SECONDS WEST ALONG THE
NORTHWESTERLY ENTENSION OF THE LAST DESCRIBED COURSE, 18.30 FEET;
THENCE NORTH 24 DEGREES 08 MINUTES 34 SECONDS WEST, 72.95 FEET TO ITS
POINT OF INTERSECTION WITH A LINE DRAWN 45.00 FEET WEST OF AND PARALLEL
WITH THE WEST LINE OF SAID LOT 2; THENCE NORTH 1 DEGREE 34 MINUTES 15
SECONDS WEST, 265.87 FEET, ALONG SAID LINE DRAWN 45.00 FEET WEST OF AND
PARALLEL WITH THE WEST LINE OF LOT 2 TO ITS POINT OF INTERSECTION WITH
THE WESTERLY ENTENSION OF THE NORTH LINE OF SAID LOT 2; THENCE NORTH 88
DEGREES 07 MINUTES 10 SECONDS EAST, ALONG SAID WESTERLY ENTENSION,
45.00 FEET TO THE NORTH WEST CORNER OF SAID LOT 2; THENCE SOUTH 1
DEGREE 34 MINUTES 15 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, A
DISTANCE OF 360.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,

19.08-201-024-0000 19.08-201-024-0000 ADMESS: 4750 S. CENTRAL CHICAGO