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## AMENDMENT NO. 4 TO MORTGAGE

Amendment No. 4 to Mortgage dated as of March 1, 1992, by Midwest Bank and Trust Company, not individually, but solely as Trustee under that certain Trust Agreement dated May 5, 1980 and known as Trust Number 80-05-3329 ("Mortgagor") in favor of Cole Taylor Bank formerly known as Cole Taylor Bank/Skokie ("Mortgagee"). This Amendment pertains to the real estate described in Exhibit A attached hereto and hereby made a part hereof, located in Cook County, Illinois.

### P R E A M B L E:

Mortgagor gave to Mortgagee that certain mortgage dated October 12, 1987, which was recorded on October 15, 1987, in the office of the Cook County Recorder of Deeds as Document No. 87557473, as amended November 11, 1988, which amendment was recorded on December 8, 1988, in the office of the Cook County Recorder of Deeds as Document No. 88566878; further amended December 22, 1989, which amendment was recorded on January 4, 1990, in the office of the Cook County Recorder of Deeds as Document No. 90006639 and as further amended October 15, 1990, which amendment was recorded on December 20, 1990, in the office of the Cook County Recorder of Deeds as Document no. 90617213 (collectively, the "Mortgage"). Joseph J. Perillo ("Beneficiary") executed and delivered to Mortgagee that certain Secured Installment Note dated October 12, 1987, as amended December 17, 1987, November 11, 1988, December 22, 1989 and October 15, 1990, in the principal amount of \$450,000.00 (collectively, the "Note"). Beneficiary and Mortgagor have requested Mortgagee to increase the current principal balance due under the Note, reduce the rate of interest charged under the Note, and extend the maturity date of the Note until March 1, 1997. Mortgagee has agreed to do so, so long as, among other things, Beneficiary executes and delivers to Mortgagee an amendment to the Note in form and manner satisfactory to Mortgagee (the "Amendment to Note") and Mortgagor executes and delivers to Mortgagee this Amendment. Except as modified herein, the Mortgage is to remain in full force and effect. Except as otherwise defined herein, all terms defined in the Mortgage shall have the same meanings herein as in the Mortgage.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. Any reference to SECURED INSTALLMENT NOTE in the second paragraph of the Mortgage is hereby amended to mean the Note and Amendment to Note, as defined therein.
2. The reference to October 15, 1993 in the second paragraph of the Mortgage is hereby amended to read March 1, 1997.

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3. The term "Mortgage" as used in the Mortgage shall be redefined to mean the Mortgage as amended as of March 1, 1992.

4. Paragraph number 20 on page 13 of the original Mortgage dated October 12, 1987 is deleted in its entirety and the following new paragraph number 20 on page 13 of the original Mortgage is substituted in lieu thereof:

## Giving of Notice.

Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagor or to the Mortgagee, as the case may be, at the respective addresses set forth on the first page hereof or at such other place for service of notice, shall constitute service of notice hereunder. Copies of notices to Mortgagor shall be sent to: Jay Zabel, Esq., Jay Zabel & Associates, 55 West Monroe Street, Suite 3550, Chicago, Illinois 60603. Copies of notices to Mortgagee shall be sent to: Fox and Grove, Chartered, 213 South Wacker Drive, Suite 7818, Chicago, Illinois 60606, Attention: Marc J. Leaf, Esq./Kerry E. Saiczman, Esq.

5. In other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein the only amendments intended to be made thereto being those above set forth.

6. This Amendment is executed by MIDWEST BANK AND TRUST COMPANY ("Bank"), not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred and fixed in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on said Bank as Trustee as aforesaid, or on said Bank personally, to pay the Note or any interest that may accrue thereon, or any indebtedness accruing 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. Each and all of the representations, warranties, covenants, undertakings and agreements made by the Bank as Trustee as aforesaid are made for the purpose of binding (and shall be enforceable against) Guarantor, its successors and assigns. So far as the Bank as Trustee as aforesaid, and its successors, and the Bank, personally, are concerned, Mortgagee and the holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided, or

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by action to enforce the personal liability of any guarantor or co-maker.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

MIDWEST BANK AND TRUST COMPANY,  
not individually, but solely as  
Trustee under that certain Trust  
Agreement dated May 5, 1980, and  
known as Trust Number 80-05-3329

By: [Signature]  
Its: [Signature]

ATTEST:

By: [Signature]  
Its: [Signature]

This document was prepared by  
and after filing mail to:

Marc J. Leaf, Esq.  
Kerry E. Saltzman, Esq.  
Fox and Grove, Chartered  
233 South Wacker Drive  
Sears Tower - Suite 7818  
Chicago, Illinois 60606

The property is located at 3727 North Broadway, Chicago, Illinois.

Real Estate Index Number: 14-21-105-007

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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

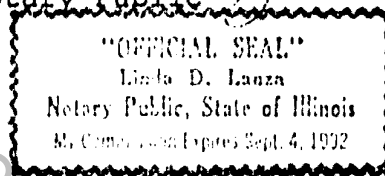
I, Linda D. Lanza, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT [Signature], Assistant Vice President, and [Signature], of MIDWEST BANK AND TRUST COMPANY personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and [Signature] respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument 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; and said [Signature] did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as [Signature] 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 20th day of March, A.D., 1992.

[Signature]  
Notary Public

My Commission Expires:

9/4/94  
[Seal]



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## EXHIBIT "A"

### Legal Description

The North 50 Feet of Lot 10 in Block 5 in Hundley's Subdivision of Lots 3 to 21 and 33 to 37 all inclusive in Pine Grove in Section 21, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

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