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FIRST MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

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This First Modification of Mortgage and Security Agreement and Assignment of Rents and Leases (hereinafter referred to as the "First Modification of Mortgage"), dated as of the 16th day of March, 1991, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated December 22, 1988 and known as Trust No. 107261-07 (herein called "Mortgagor"), to and for the benefit of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Mortgagee")

RECORDING \$27.50
TH5555 TRAN 4030 04/20/92 10:39:00
#3046 # *92-254793

W I T N E S S E T H :

COOK COUNTY RECORDER

WHEREAS, Mortgagor executed and delivered to Mortgagee a certain Installment Note dated January 12, 1989 in the principal amount of \$760,000.00 (said Installment Note is hereinafter referred to as "Note"); and

WHEREAS, Mortgagor and Mortgagee did, among other things, by First Modification and Amendment of Installment Note and Personal Guaranty, dated of even date herewith (hereinafter referred to as "First Modification of Installment Note"), modify and amend the Note to (i) change the interest rate and payments; (ii) extend the maturity date; and (iii) make other modifications as more particularly described in the First Modification of Installment Note; and

WHEREAS, for the purpose of securing payment of the original indebtedness evidenced by the Note, the Mortgagor did execute and deliver to Mortgagee a Mortgage (hereinafter referred to as "Mortgage"), dated concurrently with the Note, which Mortgage was recorded on January 13, 1989 as Document No. 89021587 in Cook County, Illinois, respecting the real estate legally described on Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, for the purpose of securing payment of the original indebtedness evidenced by the Note, the Mortgagor executed and delivered to Mortgagee a certain Assignment of Rents and Leases, dated concurrently with the Note, which was recorded on January 13, 1989 as Document No. 89021588 in Cook County, Illinois, (said Assignment of Rents and Leases is hereinafter referred to as "Assignment of Rents"); and

WHEREAS, Mortgagor and Mortgagee desire to modify the Mortgage and Assignment of Rents to refer to the Note as amended by the First Modification and Amendment of Installment Note.

NOW, THEREFORE, in consideration of the above set forth recitals, the terms of which are by this reference incorporated herein, of the covenants, promises and conditions herein

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contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The aforesaid recitals are hereby incorporated into this First Modification of Mortgage.
2. The Mortgage, First Modification of Mortgage and Assignment of Rents shall be deemed to secure the Note as modified by the First Modification and Amendment of Installment Note.
3. The maturity date appearing on Page 1 of the Mortgage is hereby changed from January 12, 1992 to April 15, 1992.
4. All references contained in the Mortgage and Assignment of Rents and Leases to the defined term "Note" is hereby changed to now refer to and include the Note and the First Modification of Installment Note.
5. All references contained in the Mortgage and Assignment of Rents and Leases to the defined term "Loan Documents" is hereby changed to now refer to and include the First Modification of Installment Note and this First Modification of Mortgage.
6. The waiver of redemption and reinstatement rights referred to in the Mortgage is hereby restated and reaffirmed by Mortgagor with respect to the real estate legally described on Exhibit A.
7. Except as modified herein, Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations as set forth in the Mortgage and Assignment of Rents and Leases and all other documents securing the Note and First Modification of Installment Note.
8. Except as modified herein, the terms, conditions and covenants of the Mortgage and Assignment of Rents and Leases shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this First Modification of Mortgage and the Mortgage or Assignment of Rents and Leases, the terms herein shall control.
9. This First Modification of Mortgage shall be recorded in the county where the real estate is located to give effect to this First Modification of the Mortgage.
10. The whole of the real estate legally described on Exhibit A shall and is to remain subject to the first lien of Mortgagee's Mortgage and other loan documents and nothing herein contained shall affect or be reconstrued to affect the lien, charge or priority thereof.

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EXHIBIT A 2 5 4 7 9 3

LEGAL DESCRIPTION

PARCEL 1: THE WEST 10 FEET OF LOT 11 (EXCEPT THE NORTH 18 1/2 FEET CONVEYED FOR STREET) IN HOARD AND OTHERS SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100 FEET) IN NILES SUBDIVISION OF LOTS 10 TO 16 INCLUSIVE, AND THE WEST 13 FEET OF LOT 17 IN SKINNER'S SUBDIVISION IN THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 8 (EXCEPT THE SOUTH 92 FEET AND EXCEPT THE NORTH 18 1/2 FEET CONVEYED FOR STREETS IN BLOCK 1 IN WHAPLES SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOT 9 IN BLOCK 1 IN WHAPLES SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF LOT 9, 98.92 FEET NORTH OF THE NORTH LINE OF NORTH BOULEVARD AS OCCUPIED (SAID POINT BEING ALSO THE SOUTH FACE OF EXISTING BRICK WALL); THENCE, EAST ALONG SAID SOUTH FACE OF EXISTING BRICK WALL 50.00 FEET TO THE EAST FACE OF EXISTING BRICK WALL, SAID EAST FACE BEING ALSO THE EAST LINE OF LOT 9 (EXCEPT THE NORTH 18 1/2 FEET CONVEYED FOR STREET) IN WHAPLES SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE NORTH 20 FEET OF THE SOUTH 120 FEET OF LOT 10 MEASURED FROM THE SOUTH LINE OF SAID LOT AS ORIGINALLY PLATTED IN BLOCK 1 IN WHAPLES SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of property: 1145 Westgate Avenue, Oak Park, Illinois 60302
Tax ID#s: 16-07-125-006; 16-07-125-030; 16-07-125-027; 16-07-125-026

RETURN TO: GARFIELD & MEREL, Ltd
211 W. Wacker
Chicago, Ill 60606



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