

**AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS**

THIS AMENDMENT AGREEMENT is entered into as of the 30th day of April, 1992 by and among American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated April 1, 1975 and known as Trust No. 90763 ("Trustee"), Deerfield Recreation Associates, Ltd., an Illinois limited partnership and the sole beneficiary of the Trust of which Trustee is Trustee ("Beneficiary") (Trustee and Beneficiary are hereinafter referred to as the "Borrowers") and First Midwest Bank, N.A., formerly known as First Midwest Bank/Deerfield, N.A. ("Lender").

RECITALS:

A. Beneficiary and Lender entered into a certain Loan and Security Agreement dated October 26, 1989 (the "Loan Agreement") pursuant to which, among other things, Lender agreed to make three (3) loans (the "Original Loans") to Beneficiary evidenced by three (3) separate Secured Promissory Notes in the stated principal amounts of \$4,000,000, \$1,000,000 and \$300,000, respectively (collectively, the "Notes"), all on the terms and conditions described in the Loan Agreement. The Original Loans were secured by, among other things, certain collateral described in the Loan Agreement, by a Mortgage and Security Agreement dated October 26, 1989 executed by Borrowers in favor of Lender which was recorded in the Office of the Cook County Recorder of Deeds on October 27, 1989 as document No. 89512803 encumbering certain property legally described on Exhibit "A" attached hereto (the "Mortgage"), and by an Assignment of Rents and Leases dated October 26, 1989 executed by Borrowers in favor of Lender which was recorded in the Office of the Cook County Recorder of Deeds on October 27, 1989 as document No. 89512804 ("Assignment of Leases"). The Loan Agreement, Mortgage, Assignment of Rents, ABL and all other documents that evidence or secure the Loan are hereinafter collectively referred to as the "Loan Documents." The Original Loans were guaranteed by a certain Guaranty dated October 26, 1989 ("Guaranty") executed by Hazel Gitlitz ("Guarantor") in favor of Lender.

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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

P.I.N. 04-04-101-026-0000

Edward W. Malstrom
Miller, Shakman, Hamilton & Kurtzon
208 South LaSalle Street
Chicago, Illinois 60604
312/263-3700

Street Address of Mortgaged Property:
491 Lake Cook Road
Deerfield, Illinois

7227 311 B

B. Borrowers have requested, among other things, that the Lender consolidate and extend the maturity date of the Original Loans and amend certain other terms and conditions of the Original Loans all as more fully described herein.

C. Lender has agreed to so consolidate and extend the Original Loans and amend certain other terms and conditions of the Loans all as more fully described herein, provided, among other things, that Borrowers execute and deliver (i) an Amended and Restated Secured Promissory Note in the stated principal amount of \$4,498,369.04 (ii) this Agreement; (iii) an Amendment to Mortgage and Security Agreement and Security Assignment of Beneficial Interest in Land Trust ("Amendment Agreement") and (iv) the Guarantor amend and reaffirm the Guaranty. The Original Loans as so consolidated, extended and amended hereby shall hereinafter be referred to as the "Loan."

NOW THEREFORE, in consideration of the terms and conditions hereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and Borrowers agree as follows:

1. The Mortgage is amended as follows:
 - a. The Amended and Restated Secured Promissory Note of Borrower dated even date herewith and made payable to Lender in the amount of \$4,498,369.04 ("Amended Note"), shall be substituted and exchanged for all of the Notes. All references in the Mortgage to the Notes shall be deemed to refer to the Amended Note. All references in the Mortgage to the "indebtedness secured hereby" shall be deemed to include the Loan evidenced by the Amended Note. The parties acknowledge that the Amended Note is a Note issued and accepted in substitution, renewal or exchange of the Notes as described in the Mortgage.
 - b. Section 2.05 of the Mortgage shall be deleted in its entirety.
 - c. All references in the Mortgage to the Loan Agreement shall be deemed to refer to the Loan Agreement, as amended by the Amendment Agreement. All references in the Mortgage to the "Loan Documents" shall include the "Loan Documents" as amended by the Amendment Agreement or this Agreement and all other agreements, documents or instruments evidencing or securing the indebtedness evidenced by the Amended Note.
 - d. Copies of notices to the Lender under Section 16(d) of the Loan Agreement shall be sent to:

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Miller, Shakman, Hamilton & Kurtzon
208 South LaSalle Street
Suite 1200
Chicago, Illinois 60604
Attention: Bernard A. Schlifke

2. The Assignment of Leases is amended as follows:
 - a. The Amended Note shall be substituted and exchanged for all of the Notes. All references in the Assignment of Leases to the "Notes" shall be deemed to refer to the Amended Note. All references in the Assignment of Leases to "Obligation" shall be deemed to include to the indebtedness evidenced by the Amended Note. The parties acknowledge that the Amended Note is a note accepted in substitute, renewal or exchange for the Notes.
 - b. All references in the Assignment of Leases to the "Mortgage" shall be deemed to refer to the Mortgage as amended by this Agreement.
3. Trustee and Borrower each acknowledge that, as of this date, (i) neither Beneficiary nor Trustee has any defense, offset or counterclaim with respect to the payment of any sum owed to the Lender, or with respect to any covenant in the Loan Documents, as amended by the Amended Note, Amendment to Mortgage or this Agreement; (ii) Trustee and Beneficiary each remake and ratify all representations, warranties and agreements made by them in and upon the execution and delivery of the Notes and other Loan documents, as amended by the Amended Note, Amendment to Mortgage or this Agreement; (iii) Lender, on and as of the date hereof, has fully performed all obligations to Trustee and Beneficiary which may have had or has on and as of the date hereof; (iv) other than as expressly set forth herein, by entering into this Agreement, Lender does not waive any condition or obligation in the Loan Documents, as amended by the Amended Note, Amendment to Mortgage or this Agreement.
4. This document is executed by the Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Trustee (and Trustee, in its personal and individual capacity, hereby warrants that it as Trustee possesses full power and authority to execute this instrument), and it is expressly understood and agreed that the Lender and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Amended Note secured by this document shall be construed as creating

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any liability on Trustee in its individual capacity personally to pay the Amended Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any other person or entity executing the Amended Note or this document or any guarantor of the obligations of the makers of the Amended Note.

5. Except as expressly provided herein, the Mortgage and Assignment of Leases remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Amendment Agreement to be executed and delivered as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated April 1, 1975 and known as Trust No. 90763

By: [Signature]

Its: GROUP ASSISTANT

DEERFIELD RECREATION ASSOCIATES, LTD., an Illinois limited partnership

By: Deerfield Recreation Corporation, an Illinois corporation

By: [Signature]

Its: President

FIRST MIDWEST BANK, N.A., formerly known as First Midwest Bank/Deerfield, N.A.

By: [Signature]

Its: [Signature]

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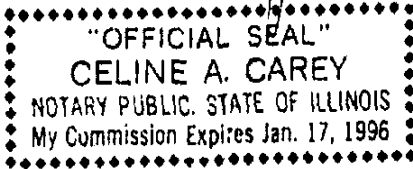
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Celine A. Carey, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT George A. Kelly, personally known to me and known by me to be the President of the DEERFIELD RECREATION CORPORATION, general partner of DEERFIELD RECREATION ASSOCIATES LTD., an Illinois limited partnership in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation on behalf of said partnership for the uses and purposed therein set forth.

GIVEN under my hand and Notarial Seal this 14 day of May, 1992.

Celine A. Carey
NOTARY PUBLIC

My commission expires: Jan 17, 1996



Property of Cook County Clerk's Office

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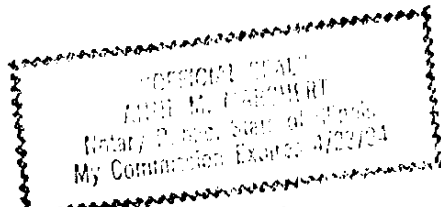
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ANNE M. MAROCHERT, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT H. JOHANNSON, a President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, who are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such and , respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary and duly authorized act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said then and there acknowledged that he, as custodian of the corporate seal of said association, did affix the corporate seal of said association to said instrument as h own free and voluntary act and as the free and voluntary act of said association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of , 1992.



NOTARY PUBLIC

My commission expires:

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STATE OF ILLINOIS

SS

COUNTY OF COOK

I, Celine A. Carey, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Amy J. Burk, personally known to me and known by me to be the Asst. Vice President of the FIRST MIDWEST BANK, N.A., in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation on behalf of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of May, 1992.

Celine A. Carey
NOTARY PUBLIC

My commission expires: Jan. 17, 1996

.....
"OFFICIAL SEAL"
CELINE A. CAREY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jan. 17, 1996
.....

Property of Cook County Clerk's Office

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EXHIBIT A

PARCEL A:

THAT PART OF LOT 4 IN DOWNEY'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 4 WHICH IS 55.24 FEET WEST OF THE SOUTH EAST CORNER THEREOF; THENCE NORTH 90 DEGREES WEST ON SAID SOUTH LINE A DISTANCE OF 229.80 FEET; THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST A DISTANCE OF 112.03 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 208.0 FEET; THENCE SOUTH 25 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 209.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL B:

THAT PART OF LOT 5 IN DOWNEY'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 5 WHICH IS 55.24 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE NORTH 90 DEGREES WEST, A DISTANCE OF 229.80 FEET; THENCE SOUTH 25 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 174.97 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST A DISTANCE OF 208.0 FEET; THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST, A DISTANCE OF 77.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL C:

EASEMENT FOR THE BENEFIT OF PARCELS A AND B AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 33495 TO JOSEPHINE M. CARLSON RECORDED APRIL 4, 1975 AS DOCUMENT 23040842 FOR INGRESS AND EGRESS, PARKING AND ROADWAY PURPOSES, OVER, UNDER AND ACROSS THE PREMISES DESCRIBED AS FOLLOWS:

LOT 5 IN DOWNEY'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1914 AS DOCUMENT 5464976, EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 5 WHICH IS 55.24 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE NORTH 90 DEGREES WEST, A DISTANCE OF 229.80 FEET; THENCE SOUTH 25 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 174.97 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST A DISTANCE OF 208.0 FEET; THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST, A DISTANCE OF 77.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL D:

A NON-EXCLUSIVE PERPETUAL EASEMENT IN FAVOR OF PARCELS A AND B (TAKEN AS A TRACT) AND OTHER LAND FOR INGRESS, EGRESS AND ALL ROADWAY PURPOSES INCIDENT THERETO, OVER, ACROSS AND UPON THE HEREINAFTER DESCRIBED PROPERTY AS FOLLOWS:

A TRACT OF LAND DESCRIBED AS LOTS 1 TO 9, BOTH INCLUSIVE, VACATED FLORENCE AVENUE, ALL AS LAID OUT IN DOWNEY'S COOK COUNTY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR LAKE-COOK ROAD, AS PER DOCUMENT 10627383)

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SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS BEING A STRIP OF LAND 43 FEET IN WIDTH, BEING 14 FEET TO THE LEFT AND 29 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED LINE BEGINNING AT A POINT ON THE SOUTH LINE OF SAID TRACT OF LAND, 68 FEET EAST OF THE SOUTH WEST CORNER THEREOF (THE SOUTH LINE OF SAID TRACT HAVING A BEARING OF NORTH 90 DEGREES EAST FOR PURPOSES OF THIS DESCRIPTION); THENCE NORTH 0 DEGREES EAST, A DISTANCE OF 445.50 FEET; THENCE NORTH 3 DEGREES EAST, A DISTANCE OF 256.51 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 136.48 FEET, A DISTANCE OF 147.30 FEET, (THE CHORD OF LAST DESCRIBED CURVE HAVING A BEARING OF NORTH 33 DEGREES 55 MINUTES 15 SECONDS EAST) TO A POINT OF TANGENCY; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECOND EAST, A DISTANCE OF 37.56 FEET FOR THE POINT OF TERMINATION OF SAID 43 FOOT STRIP; THENCE EXTENDING NORTH 0 DEGREES EAST FROM AFORESAID POINT OF TANGENCY OF THE SOUTH LINE OF LAKE-COOK ROAD, AS PER DOCUMENT 10627383, WITH A STRIP OF LAND 63 FEET IN WIDTH, BEING 29 FEET TO THE LEFT AND 34 FEET TO THE RIGHT OF A LINE EXTENDING NORTH 0 DEGREE EAST FROM AFORESAID POINT OF TANGENCY; ALSO THAT PART OF SAID TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID TRACT; THENCE NORTH 25 DEGREES 09 MINUTES 30 SECONDS WEST ON THE EASTERLY LINE OF SAID TRACT, A DISTANCE OF 461.21 FEET; THENCE SOUTH 64 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 50 FEET; THENCE SOUTH 25 DEGREES 09 MINUTES 30 SECONDS EAST A DISTANCE OF 287 FEET; THENCE SOUTH 64 DEGREES 50 MINUTES 30 SECONDS WEST A DISTANCE OF 208 FEET; THENCE NORTH 25 DEGREES 09 MINUTES 30 SECONDS WEST, A DISTANCE OF 287 FEET; THENCE SOUTH 64 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 17.50 FEET; THENCE SOUTH 25 DEGREES 09 MINUTES 30 SECONDS EAST, A DISTANCE OF 282.10 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 402.70 FEET; THENCE SOUTH 0 DEGREES EAST A DISTANCE OF 27 FEET; THENCE NORTH 90 DEGREES EAST A DISTANCE OF 420.62 FEET; THENCE SOUTH 0 DEGREES EAST, A DISTANCE OF 18 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 90 DEGREES ON SOUTH LINE OF SAID TRACT, A DISTANCE OF 307.58 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS; AS CREATED BY GRANT OF EASEMENT DATED JULY 11, 1975 AND RECORDED AUGUST 12, 1975 AS DOCUMENT 23185096;

PARCEL E:

A NON-EXCLUSIVE PERPETUAL EASEMENT IN FAVOR OF PARCELS A AND B (TAKEN AS A TRACT) AND OTHER LAND FOR INGRESS AND EGRESS AND ALL ROADWAY PURPOSES INCIDENT THERETO, OVER, ACROSS AND UPON THE HEREINAFTER DESCRIBED PROPERTY AS FOLLOWS:

THE EASTERLY 30 FEET OF LOTS 1 TO 5, BOTH INCLUSIVE, IN DOWNEY'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS CREATED BY GRANT OF EASEMENT DATED JULY 11, 1975 AND RECORDED AUGUST 12, 1975 AS DOCUMENT 23185094;

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PARCEL C:

AN EASEMENT IN FAVOR OF PARCELS A AND B (TAKEN AS A TRACT) TO MAINTAIN PART OF A CERTAIN EXISTING WALL (BEING THE NORTHERLY WALL OF IMPROVEMENTS LOCATED ON PARCEL A OF THE MORTGAGE RECORDED SEPTEMBER 11, 1975 AS DOCUMENT 23219246) OVER THE HEREINAFTER DESCRIBED PROPERTY AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF LOT 5; THENCE NORTH 90 DEGREES WEST ON THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 307.58 FEET; THENCE NORTH 0 DEGREES EAST, A DISTANCE OF 48.0 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 208 FEET; THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST, A DISTANCE OF 3.22 FEET, FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 64 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 96.65 FEET; THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST, A DISTANCE OF 1 FOOT; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 96.65 FEET; THENCE SOUTH 25 DEGREES 9 MINUTES 30 SECONDS EAST, A DISTANCE OF 1 FOOT TO THE POINT OF BEGINNING, ALL IN DOWNEY'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS CREATED BY AGREEMENT FOR PARTY WALL AND GRANT OF EASEMENT DATED JULY 14, 1975 AND RECORDED AUGUST 12, 1975 AS DOCUMENT 23185095.

Clerk's Office

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