

AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS

This Amendment to Mortgage and Assignment of Rents is made and entered into by American National Bank and Trust Company of Chicago as Trustee under a Trust Agreement dated October 30, 1991 and known as Trust Number 114735-01 (the "Mortgagor"), in favor of Oxford Bank and Trust (the "Bank"), as of this 1st day of July, 1993.

29.00  
AMK

RECITALS

WHEREAS, Barrymore Corp. d/b/a Westbarry Place (the "Borrower"), executed a certain Construction Loan Note in the amount of \$1,600,000.00, dated November 10, 1992 and payable to the order of the Bank (the "Note").

WHEREAS, the Mortgagor, to secure repayment of the Note and all renewals, extensions, or modifications thereof, executed and delivered to the Bank a Mortgage (the "Mortgage"), dated November 10, 1992 and recorded as document number 92837837 in Cook County, Illinois pursuant to which the Mortgagor did mortgage, grant, warrant and convey to the Bank the property located at 1034 W. Barry, Chicago, Illinois, legally described on Exhibit A attached hereto (the "Property").

WHEREAS, as further and additional security to the Mortgage and the Note, the Mortgagor executed an Assignment of Rents upon the Property in favor of the Bank dated November 10, 1992, which was recorded as document number 92837838 in Cook County, Illinois.

WHEREAS, the Borrower has requested that the Bank advance an additional \$300,000.00 in loan proceeds, which the Bank has agreed to do pursuant to the Borrower's execution of an Amendment to Note and Loan Agreement of even date herewith, provided the Mortgagor executes this Amendment and all other instruments reasonably requested by the Bank to document the amended terms of the above loan transaction.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency whereof are hereby mutually and reciprocally acknowledged, it is hereby agreed and covenanted as follows:

1. Incorporation of Recitals. All of the foregoing recitals are incorporated herein by reference.

2. Amendment to Mortgage and Assignment of Rents. The Mortgage and Assignment of Rents are hereby amended to provide that they shall stand as security for the Note as amended by the Amendment to Note and Security Agreement to increase the principal amount thereof by the sum of \$300,000.00, and as

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security for all future amendments, extensions and renewals thereto.

3. No Implied Amendments. Except as expressly modified hereby, all of the terms and conditions of the Mortgage and Assignment of Rents shall remain unchanged and in full force and effect.

4. Relief from Stay. Mortgagor hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, including the forbearance of Bank from exercising its rights and remedies otherwise available to it under the Note, Mortgage, and Assignment of Rents, the receipt and sufficiency of which are hereby acknowledged, in the event Borrower shall (i) file with any Bankruptcy Court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (ii) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended, or (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, Bank shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, or otherwise, on or against the exercise of the rights and remedies otherwise available to Bank as provided in the Note, Mortgage, and Assignment of Rents and as otherwise provided by law.

5. Reaffirmation. Mortgagor hereby incorporates by reference herein and restates as of the date hereof, all of the representations, warranties, undertakings, covenants, agreements, obligations, and indemnities (the "Undertakings"), in the Mortgage and Assignment of Rents or in any other instrument related thereto which has been submitted to the Bank and affirms that all such Undertakings are currently in full force and effect and shall remain continuously applicable to the transactions to which the Mortgage and Assignment of Rents relate until all of the Mortgagor's and Borrower's obligations and liabilities to the Bank are completely satisfied.

6. Waiver of Defenses. Mortgagor acknowledges and agrees that as of the date hereof, the Mortgage and Assignment of Rents are good, valid and enforceable and free of all defenses whatsoever, known or unknown, whether in law or in equity, and constitute the legally binding obligations of the Mortgagor to the Bank. No event or act has occurred which might or could impair the enforceability thereof or result in the discharge of the Mortgagor thereunder or under any pledge, agreement, promise, covenant, or any undertaking whatsoever which the Mortgagor has made or given to the Bank. The Mortgagor waives and releases any

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causes of action it might have or claims to have against the Bank arising out of or in any way related to the execution and enforcement of the Mortgage and Assignment of Rents or the transactions to which they relate.

7. Affirmance of Mortgage and Assignment of Rents. The Mortgage and Assignment of Rents, as hereby amended, continue to be valid and subsisting liens upon the Property, which Property is free and clear of all other liens and encumbrances except those in favor of the Bank or those which have been expressly permitted by the Bank, if any.

8. Trustee Exculpation. This Amendment to Mortgage and Assignment of Rents is executed by American National Bank and Trust Company of Chicago 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 American National Bank and Trust Company of Chicago hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said American National Bank and Trust Company of Chicago to pay the said 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 Trustee and by every person now or hereafter claiming any right to security hereunder.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first written above.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not personally  
but as Trustee as aforesaid

ATTEST:

BY: [Signature]  
TITLE: TRUSTEE

BY: [Signature]  
TITLE: TRUSTEE

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

The foregoing instrument was acknowledged before me this  
day of JUL 13 1993, 19 by P. JOHANSEN TRUSTEE  
and J. WHELAN TRUSTEE of American National Bank and Trust  
Company of Chicago as Trustee under a Trust Agreement dated  
October 30, 1991 and known as Trust Number 114735-01, on behalf  
of said Trustee.

[Signature]  
NOTARY PUBLIC

Commission Expires: \_\_\_\_\_



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THIS INSTRUMENT PREPARED BY AND TO  
BE RETURNED AFTER RECORDING TO:

Murray L. Manus  
RICHARDS, RALPH, EIDEN, ECKERT,  
& O'DONNELL, CHARTERED  
175 E. Hawthorn Parkway, Suite 401  
Vernon Hills, IL 60061  
(708) 367-2750

92-1226A.3/ajh  
6/23/93 (dgc)

Property of Cook County Clerk's Office

**BOX 333**

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## EXHIBIT A

### LEGAL DESCRIPTION OF PREMISES

LOTS 1, 2 AND 3 IN JOSEPH H. DYNAN'S SUBDIVISION OF LOTS 27, 28, 29 AND 30 IN GIL'S SUBDIVISION OF BLOCK 2 OF OUTLOTS 2 AND 3 OF CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-29-202-037 /

Commonly known as: 1034 W. Barry  
Chicago, IL 60614

92-1226.3/ajh  
11/6/92