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## FIRST SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENTS OF RENTS

This First Supplement to Mortgage and Security Agreement with Assignments of Rents dated as of August 18, 1994 (the "Supplement") between LaSalle National Trust, N.A., a national banking association with its principal place of business at 120 South LaSalle Street, Chicago, Illinois 60603, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated September 19, 1972 and known as Trust Number 44726 (hereinafter referred to as "Mortgagor") to Harris Trust and Savings Bank, an Illinois banking corporation with its principal place of business at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "Mortgagee");

### WITNESSETH THAT:

WHEREAS, the Mortgagor did heretofore execute and deliver that certain Mortgage and Security Agreement with Assignment of Rents dated as of November 30, 1993 and recorded in the Recorder's Office of Cook County, Illinois on December 6, 1993 as Document Number 93993290 (the "Mortgage"); and

WHEREAS, the Mortgage currently secures, among other things, (i) advances made or to be made under a Reducing Revolving Credit provided for by a Loan Agreement dated November 30, 1993 by and among the Mortgagor, Edward J. Harris and Michael L. Harris, the owners of 100% of the beneficial interest in the Mortgagor (Edward J. Harris and Michael L. Harris being hereinafter referred to as the "Beneficiaries") and the Mortgagee (the "Loan Agreement"), said advances being evidenced by a promissory note of the Mortgagor and the Beneficiaries dated as of November 30, 1993 in the face principal amount of \$1,200,000 (the "\$1.2MM Note") and (ii) advances made under a Construction Loan Agreement dated as of November 30, 1993 by and among the Mortgagor, the Beneficiaries and the Mortgagee (the "Construction Loan Agreement"), said advances being evidenced by a promissory note of the Mortgagor and the Beneficiaries dated as of November 30, 1993 in the face principal amount of \$1,500,000 (the "\$1.5MM Note") (the \$1.2MM Note and the \$1.5MM Note being hereinafter collectively referred to as the "Old Notes"), the current outstanding principal balance under the Old Notes being \$1,262,250.00 (the "Existing Debt"); and

WHEREAS, the Mortgagor, the Beneficiaries and the Mortgagee have entered into (i) a First Amendment to Loan Agreement bearing even date herewith (the "First Amendment") whereby the Mortgagee has extended the final maturity date of the Reducing Revolving Credit until August 17, 1995 and increased the available credit thereunder to \$2,500,000; and

WHEREAS, pursuant to the First Amendment the Mortgagor and the Beneficiaries are delivering to the Mortgagee a promissory note bearing even date herewith (the "New Note") payable to the order of the Mortgagor in the amount of \$2,500,000 and expressed to mature on August 17, 1995 and to bear interest as set forth in the Loan Agreement as amended by the First Amendment; and

This Instrument Prepared By:  
R. Gibson Masters  
Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, Illinois 60690



RETURN TO:  
LEXIS Document Services  
135 South LaSalle, Suite 1162  
Chicago, IL 60603

1085949-2A

94-19192

SEP-01 RECORDING  
145566 TRM 7039 09:20/94 12:49:00  
8891-1-C \*-94-819192  
COOK COUNTY RECORDER

\$37.50

37.50/00

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Property of Cook County Clerk's Office

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COOK COUNTY CLERK'S OFFICE  
100 N. WASHINGTON ST.  
CHICAGO, IL 60602  
TEL: 312.603.1000

1083047.2  
6 10 2009

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WHEREAS, the New Note is issued by the Mortgagor and the Beneficiaries in substitution and replacement for the Old Notes and evidences the Existing Debt as well as advances made or to be made to the Beneficiaries by the Bank under the Reducing Revolving Credit provided for in the Loan Agreement; and

WHEREAS, the indebtedness evidenced by the New Note is to continue to be secured by the Mortgage; and

WHEREAS, as a condition precedent to accepting the New Note in substitution and replacement for the Old Notes, extending the maturity date and increasing the amount available under the Reducing Revolving Credit and making certain other financial accommodations to the Mortgagor and Beneficiaries, Mortgagee requires the Mortgagor, and to accommodate that requirement the Mortgagor desires by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of the Mortgagor which are currently subject to the lien of the Mortgage be and constitute collateral security for the indebtedness evidenced by the New Note; and

WHEREAS, the Mortgage is to continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE for and in consideration of the Mortgagee accepting the New Note in substitution and replacement for the Old Notes, increasing of the Reducing Revolving Credit and extending the final maturity thereof, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage shall be and hereby is supplemented and amended as follows, to wit:

1. To secure (i) payment of all principal and premium, if any, of and interest on the New Note and on any notes issued in extension or renewal thereof or in substitution or replacement therefor as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), (ii) payment of all other indebtedness, obligations and liabilities which the Mortgage as supplemented hereby secures pursuant to any of its terms, and (iii) the observance and performance of all covenants and agreements contained in the Mortgage as supplemented hereby or in the Loan Agreement or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities referred to in the immediately foregoing clauses (i), (ii), and (iii) being hereinafter collectively referred to as the "indebtedness hereby secured"), the Mortgagor does hereby grant, bargain, sell, convey, mortgage, assign and pledge unto Mortgagee, and its successors and assigns and grant to Mortgagee, and its successors and assigns, a security interest in all and singular that certain real estate lying and being in Cook County in the State of Illinois described on Schedule I attached hereto and made a part hereof, together with all of the properties, rights, interests and privileges described or identified in Granting Clauses I through VI, both inclusive, of the Mortgage (herein, the "Mortgaged Premises"), each and all of such Granting Clauses being hereby incorporated by reference herein with the same force and effect as though set forth herein in their entirety. The foregoing grant of a lien is in addition to and supplemental of and not in substitution for the grant of the lien created and provided for by the Mortgage, and nothing herein contained shall affect or impair the lien or priority of the Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

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2. Section 32 of the Mortgage is hereby amended in its entirety and as so amended Section 32 is restated to read as follows:

"32. *Revolving Credit Loan.* This Mortgage is given to secure, among other things, a revolving credit loan and shall secure not only presently existing indebtedness but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness hereby secured outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness hereby secured, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Mortgaged Premises are located. The total amount of indebtedness hereby secured may increase or decrease from time to time, but the total unpaid balance of indebtedness hereby secured (including disbursements which Mortgagee may make under this Mortgage, the Loan Agreement or any other documents related thereto) at any one time outstanding shall not exceed a maximum principal amount of Five Million Dollars (\$5,000,000) plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Premises and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Premises, to the extent of the maximum amount secured hereby."

The Mortgagor hereby further covenants and agrees with, and represents and warrants to, Mortgagee as follows:

1. Mortgagor hereby repeats and reaffirms all covenants and warranties contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

2. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby.

3. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage as supplemented hereby shall have the same meanings in the Mortgage as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "indebtedness hereby secured" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby; all references in the Mortgage to the term "Notes" shall be deemed references to the New Note and any and all notes issued in extension or renewal thereof or in substitution or replacement therefor; and all references in the Mortgage to the term "Loan Agreement" or "Loan Agreements" shall be deemed references to the Loan Agreement as amended by that First Amendment to Loan Agreement hereinabove referred to, and as the same may from time to time hereafter be further amended, modified or

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE  
DATED \_\_\_\_\_ UNDER TRUST NO. \_\_\_\_\_

This Mortgage of Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. \_\_\_\_\_ in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any express or implied accruing hereunder, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security in the note, and that so far as the mortgagor or grantor hereunder shall look to the owner or owners of any indebtedness or conveyed for the payment thereof by and the premises hereby mortgaged or conveyed in the manner herein provided by the enforcement of the lien created in the personal liability of the LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the personal liability of the LA SALLE NATIONAL TRUST, N.A. personally. Trustee does not warrant, indemnify, defend, guarantee or provide or by action to enforce the personal liability of the LA SALLE NATIONAL TRUST, N.A. personally for any environmental damage. It responsible for any environmental damage.

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restated. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby.

4. The Mortgagor acknowledges and agrees that the Mortgage as amended hereby is and shall remain in full force and effect, and that the Mortgaged Premises are and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the indebtedness hereby secured, including without limitation the indebtedness of the Mortgagor and the Beneficiaries owing to Mortgagee evidenced by the New Note. Without limiting the foregoing, the Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of the Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgment and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and the obligations of the Mortgagor to Mortgagee, which exist under the Mortgage as amended hereby.

5. In order to induce Mortgagee to accept this Supplement, the Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof and as of the time that this Supplement becomes effective, each of the representations and warranties set forth in the Mortgage as amended hereby are and shall be and remain true and correct and the Mortgagor shall be in full compliance with all of the terms and conditions of the Mortgage as amended hereby and no Event of Default (as defined in the Mortgage), or any other event which with the lapse of time, the giving of notice or both would constitute such an event of default, shall have occurred and be continuing.

6. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

7. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be deemed to be a reference to the Mortgage as amended and supplemented hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

8. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of the Mortgagor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

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IN WITNESS WHEREOF, LaSalle National Trust, N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Trust Administrator, the day and year first above written.

(SEAL)

LASALLE NATIONAL TRUST, N.A.  
as Trustee as Aforesaid and Not Personally

ATTEST:

By: *Gregory Colman*  
PRESIDENT AND TRUSTEE  
Its: \_\_\_\_\_

*William A. Dillon*  
Its: \_\_\_\_\_

WILLIAM A. DILLON  
TYPE OR PRINT NAME

Accepted and agreed to in Chicago, Illinois as of the day and date first above written.

HARRIS TRUST AND SAVINGS BANK

By: *Janice B. Hernauer*  
Its Vice President

Janice B. Hernauer  
(Type or Print Name)

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STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I, Richard G. Masters, Notary Public in and for said County, in the State aforesaid, do hereby certify that Janice E. Klement, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 18th day of August, 1994.

Richard G. Masters  
Notary Public

RICHARD G. MASTERS  
Type or Print Name

(NOTARIAL SEAL)  
Commission Expires:  
.....

~~~~~  
"OFFICIAL SEAL"  
Richard G. Masters  
Notary Public, State of Illinois  
My Commission Expires 01/03/98  
~~~~~

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## SCHEDULE J

### DESCRIPTION OF REAL PROPERTY

THAT PART OF THE NORTH 1/2 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF WEST 73RD STREET (BEING A LINE 1373.0 FEET, MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 29, AFORESAID) 2829.398 FEET WEST OF THE EAST LINE OF THE NORTH EAST 1/4 OF SECTION 29, AFORESAID; THENCE DUE SOUTH AT RIGHT ANGLES TO SAID SOUTH LINE 719.143 FEET TO THE POINT OF BEGINNING OF LAND TO BE DESCRIBED; THENCE CONTINUE DUE SOUTH 56.8 FEET TO A POINT 2148.143 FEET DUE SOUTH OF THE NORTH LINE OF SECTION 29, AFORESAID; THENCE NORTH 9 DEGREES, 55 MINUTES, 34 SECONDS EAST 20.304 FEET; THENCE DUE EAST 26.50 FEET; THENCE DUE SOUTH 20.0 FEET TO A LINE 2148.143 FEET DUE SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 29, AFORESAID; THENCE DUE EAST ALONG SAID LINE 334.0 FEET TO A LINE THAT IS PERPENDICULAR TO THE SOUTH LINE OF WEST 73RD STREET (HEREINAFTER DESCRIBED) AND DRAWN THROUGH A POINT IN SAID SOUTH LINE 2455.398 FEET WEST OF THE EAST LINE OF THE NORTH EAST 1/4 OF SECTION 29 AFORESAID; THENCE DUE NORTH ALONG SAID PERPENDICULAR LINE 206.0 FEET; THENCE WEST ALONG A LINE 1942.143 FEET DUE SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 29, AFORESAID, 343.0 FEET; THENCE DUE SOUTH 30.0 FEET; THENCE SOUTH 9 DEGREES, 55 MINUTES, 34 SECONDS WEST 121.183 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

STREET ADDRESS: 7404 SOUTH MASON STREET, BEDFORD PARK, IL

PIN NUMBERS: 19-29-100-37 AND 19-29-200-29

(OK) NK

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