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SECOND AMENDMENT TO SECOND MORTGAGE AND SECURITY AGREEMENT

This Second Amendment (this "Amendment") is made as of TUV 31, 1994 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but as Trustee under Trust No. 100187-03 dated September 1, 1986 ("Trust 100187-03"), and as Trustee under Trust No. 100843-00 dated October 1, 1986 ("Trust No. 100834-00"; collectively with Trust No. 100187-03, "Trustee"), whose address is 33 North LaSalle Street, Chicago, Illinois 60690; 322 SOUTH GREEN STREET PARTNERS, an Illinois limited partnership and the sole beneficiary of Trust No. 100834-00 ("Green Street"), whose address is c/o Ruttenberg & Ruttenberg, 325 West Huron, Suite 806, Chicago, Illinois 60610; BUZ-BIL PARTNERSHIP, an Illinois limited partnership and the sole beneficiary of Trust No. 100187-03 ("Buz-Bil"), whose address is c/o Ruttenberg & Ruttenberg, 325 West Huron, Suite 806, Chicago, Illinois 60610 (Trustee, Green Street and Buz-Bil being hereinafter collectively referred to as "Borrower"); and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Lender"), whose address is 33 North LaSalle Street, Chicago, Illinois 60690.

DEPT-01 RECORDING \$35.00
 T0011 TRAN 4008 10/03/94 14:38:00
 36098 + RV *-94-851595
 COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, Trustee has executed and delivered to Lender that certain Note Secured by Mortgage dated August 15, 1991 (the "Note") in the original principal amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) (the "Loan"), which Note is secured by that certain Second Mortgage and Security Agreement dated August 15, 1991 (the "Mortgage") and recorded as Document No. 91449433 with the Cook County Recorder of Deeds, creating a second mortgage lien with respect to that certain property located in Chicago, Illinois and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), as well as all of the Other Loan Documents (as such term is defined in the Mortgage); and

WHEREAS, Borrower and Lender have previously amended the Note, the Mortgage and the Other Loan Documents by that certain Modification Agreement dated as of April 19, 1993 and recorded as Document No. 93297861 (the "First Amendment"); and

WHEREAS, Borrower and Lender have further amended the Note and all of the Other Loan Documents as provided in that certain Second Modification Agreement of even date herewith between Borrower and Lender (the "Second Amendment"), and further desire to amend the Mortgage as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Mortgage as follows:

INCOR TITLE INSURANCE
 BOX 15

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1. Capitalized Terms. Except as otherwise specifically provided herein, all capitalized terms shall have the same meanings as defined in the Mortgage.

2. Incorporation of Amendments. All references to the "Note", the "Mortgage" and the "Other Loan Documents" shall refer to the Note, the Mortgage and the Other Loan Documents as amended by the First Amendment, the Second Amendment and any and all future renewals, extensions, amendments or modifications thereof.

3. Maturity Date. The "Maturity Date" is hereby extended to August 1, 1999.

4. Representations and Warranties. Borrower hereby represents and warrants to Lender that all of the representations and warranties set forth in the Mortgage are true, correct and complete in all material respects as of the date hereof.

5. Notices. Paragraph 45 of the Mortgage is amended to provide that all notices to Mortgagee shall be sent to Lender at 33 North LaSalle Street, Chicago, Illinois 60690, Attention: J. Jason Choulochas, with a copy to Peter E. Manis, Esq., Holleb & Coff, 55 East Monroe Street, Suite 4100, Chicago, Illinois 60603.

6. Costs and Expenses. Borrower shall pay all reasonable costs and fees of Lender's attorneys and any and all other costs and expenses incurred by Lender in connection with the preparation, administration and enforcement of this Amendment and all Other Loan Documents, including without limitation all title insurance, survey, escrow, filing, search, recording and registration charges incurred in connection with the execution of this Amendment. Lender may, at Lender's election, cause appraisals and/or appraisal updates of the Property to be prepared from time to time, and Borrower shall cooperate in all reasonable respects with the preparation of such appraisals and updates. All appraisals and appraisal updates shall be prepared at Lender's cost and expense unless Borrower is in default under the Note, the Mortgage or any of the Other Loan Documents, after which time any such appraisals and/or appraisal updates requested by Lender shall be at Borrower's sole cost and expense.

7. Restatement of Loan Documents. Except as otherwise provided herein, all other terms and conditions set forth in the Note, the Mortgage and all of the Other Loan Documents shall remain in full force and effect in the same manner as if such terms and conditions were set forth in full herein.

8. Counterpart. This Amendment may be executed in counterpart with the same force and effect as if all parties had executed the same copy hereof.

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9. Limitation of Beneficiary's Liability. Notwithstanding anything to the contrary contained herein, Beneficiary shall have no personal liability hereunder except as provided in Paragraph 3 of the Modification Agreement dated April 19, 1993.

10. Trustee's Exculpation. This Amendment is executed by American National Bank and Trust Company of Chicago, not personally but solely 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 contained herein or in any of the Other Loan Documents shall be construed as creating any liability on the part of American National Bank and Trust Company of Chicago personally to make any payment or to perform any covenant, warranty or indemnity, either express or implied, contained herein or in any of the Loan Documents, all such liability, if any, being expressly waived by Lender and all other parties now or hereafter claiming any right or security hereunder, it being the agreement of the parties that the legal holders of the Note and the owner(s) of any indebtedness accruing hereunder shall look solely to the collateral granted to Lender under the Other Loan Documents and the liability of Beneficiary, Guarantor and all other makers, if any, under the terms of the Other Loan Documents.

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IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the date and year first set forth above.

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, not individually but as
Trustee under Trust No. 100187-03 dated
September 1, 1986

By: _____
Title: INDV

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, not individually but as
Trustee under Trust No. 100834-00 dated
October 1, 1986

By: _____
Title: INDV

322 SOUTH GREEN STREET PARTNERS, an
Illinois limited partnership

By: _____
David W. Ruttenberg,
General Partner

BUZ-BIL PARTNERSHIP, an Illinois limited
partnership

By: _____
David W. Ruttenberg,
General Partner

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, a national banking associa-
tion

By: _____
Title: SECOND VICE PRESIDENT

This instrument was prepared by, and
upon recording should be returned to:

Peter E. Manis, Esq.
Holleb & Coff
55 East Monroe Street
Suite 4100
Chicago, Illinois 60603

4
Box 15
DKW

94651555

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11/11/13

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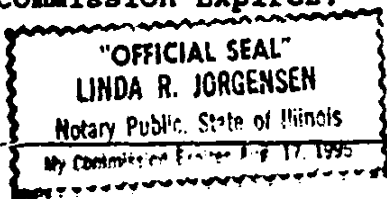
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, LINDA R. JORGENSEN, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David W. Ruttenberg, personally known to me to be the sole general partner of 322 South Green Street Partners, an Illinois limited partnership, and the sole general partner of Buz-Bil Partnership, an Illinois limited partnership, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he has signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31ST day of AUGUST, 1994.


Notary Public

My Commission Expires:



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STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, Edith J. Szwed, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that E. JOHANSEN, personally known to me to be the Second Vice President of American National Bank and Trust Company of Chicago, as Trustee as aforesaid, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he has signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

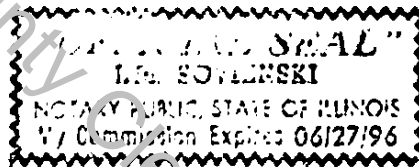
SEP 01 1994

GIVEN under my hand and notarial seal this _____ day of _____, 1994.

Edith J. Szwed

Notary Public

My Commission Expires:



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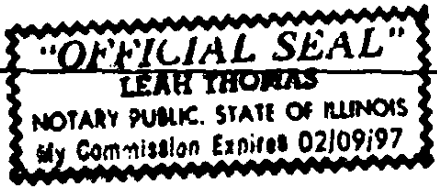
STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, Leah Thomas, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. Jason Charlochas personally known to me to be the 1st Vice President of American National Bank and Trust Company of Chicago, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he has signed and delivered the said instrument pursuant to authority, as his 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 2nd day of September, 1998.

Leah Thomas
Notary Public

My Commission Expires:



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EXHIBIT "A"

LEGAL DESCRIPTION

THE SOUTH 1/2 OF LOT 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8 (EXCEPT THE WEST 9 FEET OF ALL OF SAID LOTS FOR ALLEY) IN BLOCK 19 IN DUNCAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address of Property: 322 South Green Street
Chicago, Illinois

Permanent Tax Identification Number: 17-17-227-009
17-17-227-010
17-17-227-011
17-17-227-012

0091041.02
08/30/94 5:05pm

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