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SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

DEPT-01 RECORDING 935.50
T42222 TRAH 9195 10/05/94 16:03:00
~~12014 + KE - 94-000001~~
COOK COUNTY RECORDER

This Second Amendment, dated as of June 1, 1994, is entered into between Beverly Trust Company, successor trustee to Beverly Bank & Trust Company, not individually but solely as trustee under trust agreement dated August 9, 1979 and known as trust no. 8-6520 (the "Trust") (the "Mortgagor"), and LaSalle National Bank, a national banking association (the "Mortgagee").

WHEREAS, the Mortgagor and the Mortgagee have previously entered into a Mortgage, Assignment of Rents and Security Agreement dated as of May 25, 1989 and recorded June 5, 1989 as Document No. 89253310 and later re-recorded (the "Original Mortgage") to provide collateral security for the Mortgagor's obligations to the Mortgagee, including, without limitation, the Mortgagor's obligations arising under the Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of May 25, 1989; and

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WHEREAS, the Mortgagor and the Mortgagee have previously entered into a First Amendment to Mortgage, Assignment of Rents and Security Agreement dated as of June 1, 1990 and recorded September 13, 1990 as Document No. 90446807 in order to amend the description of the indebtedness secured by the Original Mortgage (the "First Amendment"; the Original Mortgage, as amended by the First Amendment, is referred to herein as the "Agreement"); and

WHEREAS, Mortgagee has required, as a condition precedent to Mortgagee's extending additional financial accommodations to Mortgagor, that Mortgagor enter into this Second Amendment to (inter alia) amend the description of the indebtedness secured by the Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Capitalized terms used herein without definition will have the meanings given such terms in the Agreement.
2. The recital paragraph of the Agreement is amended in its entirety to read and provide as follows:

"WHEREAS, the owner of 100% of the beneficial interest in the Trust (the "Beneficial Owner") is justly indebted to Mortgagee under a Replacement Term Note dated as of May 25, 1994 (the "Term Note") in the original principal amount of \$672,222 delivered in substitution for that certain Term Note IV in the original principal amount of One Million Dollars (\$1,000,000) dated as of May 25, 1989, pursuant to and in accordance with the terms of a Third Amended and Restated Revolving Credit and Term Loan Agreement dated as of June 1, 1990 (the "Loan Agreement") between Mortgagor and Mortgagee, as amended (the Term Note, together with all renewals, amendments, refinancings, replacements and supplements thereof, therefor or thereto, being herein referred to as the "Note"); whereby Beneficial Owner promises to pay said principal sums, together with interest thereon, from the date thereof, as set forth therein, at the office of the Mortgagee, or at

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such other place as may be designated in writing by the legal holder thereof, until the entire principal balances and accrued interest thereon have been paid."

3. The paragraph of the Agreement immediately following the recital paragraph (beginning "NOW, THEREFORE. . ." and preceding "TOGETHER WITH:") is amended in its entirety to read and provide as follows:

"NOW, THEREFORE, to secure the payment of the principal sum and interest thereon as evidenced by the Note, and any and all renewals, refinancings and replacements thereof and therefor, the performance of the covenants and agreements contained in this Mortgage, the Note and any other documents executed pursuant thereto, including without limitation the Loan Agreement (the "Other Documents"), and any advances made by Mortgagee as provided herein, Mortgagor does by these presents grant, transfer, bargain, set over, remise, release, assign, alien, warrant, pledge, sell, convey, and mortgage unto Mortgagee, its successors and assigns forever, the real estate described in Exhibit A attached hereto and made a part hereof (the "Real Estate") and all of Mortgagor's estate, right, title, and interest therein situated in the County of Cook and State of Illinois;"

4. References in the Agreement to the "Loan Agreement" shall hereafter be deemed to refer to the Third Amended and Restated Revolving Credit and Term Loan Agreement dated as of June 1, 1990 between Mortgagor and Mortgagee, as the same may be amended from time to time.
5. Terms used herein and in the Agreement in the plural shall be deemed to include the singular, and the singular, the plural.
6. The Mortgagor represents to the Mortgagee that:
 - a. On the date hereof, the Mortgagor is in compliance with all of the terms and provisions set forth in the Agreement (as modified by this Second Amendment) on its part to be observed or performed, and no event of default specified in Section 21 of the Agreement, nor any event which, upon notice or lapse of time, or both, would constitute such an event of default, has occurred.
 - b. On the date hereof, the representations set forth in the Agreement (as modified by this Second Amendment) are true and correct with the same effect as if such representations and warranties had been made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date.
7. The Agreement, as modified by this Second Amendment, is ratified and confirmed in all respects as though re-executed on the date hereof.

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IN WITNESS WHEREOF, the Mortgagor and Mortgagee execute this Second Amendment as of the date first above written.

BEVERLY TRUST COMPANY,
SUCCESSOR TRUSTEE TO BEVERLY
BANK & TRUST COMPANY, not individually
but solely as Trustee under Trust Agreement
dated August 9, 1979 and known as Trust No.
8-6520

Attest:

Barbara Young
Trust Officer

By:

Title:

Patricia Raphael
Trust Officer

LASALLE NATIONAL BANK

By:

Title:

[Signature]
SR. V.P.

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EXHIBIT A

That part of Lots 6, 7, and 8 of the Circuit Court Partition of the North West 1/4 of the North West 1/4 of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows: beginning at a point on the North line of said Section 5, said point being also in the North line of said Lot 8, 267.48 feet West of the North East corner of said North West 1/4 of the North West 1/4; thence South 10 Minutes 20 Seconds East, 604.78 feet to a point in the South line of said Lot 6; thence West along said South line of said Lot 6, 187 feet to a point; thence North 10 Minutes 20 Seconds West, 604.78 feet to said North line of Section 5; thence East along said North line of Section 5, 187 feet to the place of beginning, except however the North 75 feet thereof falling in West Pershing Road (39th Street), in Cook County, Illinois.

Property Address: 1431 W. Pershing Road, Chicago, Illinois

2005 101-015

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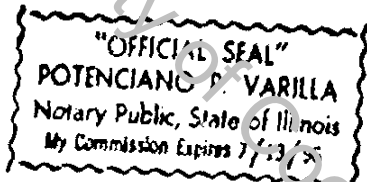
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STATE OF Illinois)
)SS:
COUNTY OF Cook)

I, The Undersigned, a Notary Public, in said County, in the State aforesaid, do hereby certify that patricia Ralphson, ^{Trust Officer} who is personally known to me to be the Trust Officer of Beverly Bank ~~Bank~~ ~~Trust~~ Company, not individually, but solely as Trustee, and Barbara Young, who is personally known to me to be the Trust Officer of said Bank, each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument in their respective capacities as Trust Officer and Trust Officer of said Bank, as their own 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 Seal of Office this 26th day of September, 1994.



Potenciano P. Varilla
Notary Public

POTENCIANO P. VARILLA

(Type in full name of Notary Public)

My Commission expires:

Cook County Clerk's Office

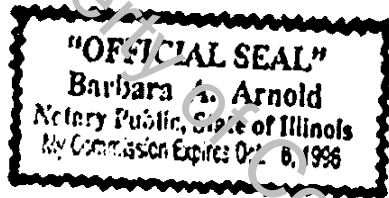
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STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

I, BARBARA ARNOLD, a Notary Public in said County, in the State aforesaid, do hereby certify that MARK SANDER, who is personally known to me to be a SVP of LaSalle National Bank, and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as SVP of said bank, as his own 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 Seal of Office this 26th day of Sept., 1994.



Barbara A. Arnold
Notary Public

My Commission expires:

BARBARA A. ARNOLD
(Type in full name of Notary Public)

10.6.96

Return upon filing to:
Jeffrey M. Dalebroux
Rooks, Pitts and Poust
55 West Monroe Street
Suite 1500
Chicago, Illinois 60603

