

UNOFFICIAL COPY

94942370

THIRD AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS

THIS THIRD AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS ("Third Amendment") is made as of this 15th day of November, 1994 by Wilton Corporation, a Colorado corporation ("Mortgagor") to LaSalle Northwest National Bank, a national banking association ("Mortgagee") and pertains to the real estate located in the County of Cook, in the State of Illinois, legally described in Exhibit A attached hereto and made a part hereof ("Mortgaged Property").

WHEREAS, Mortgagor executed a Mortgage and Assignment of Rents to LaSalle National Bank, dated February 29, 1984 ("Mortgage"), which was recorded on March 5, 1984 as Document No. 26993249 in the office of the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, the Mortgage was amended by that certain First Amendment to Mortgage and Assignment of Rents ("First Amendment") dated November 1, 1988; and

WHEREAS, the Mortgage was amended by that certain Second Amendment to Mortgage and Assignment of Rents ("Second Amendment") dated September 1, 1990; and

WHEREAS, the Mortgage as amended was given to secure the payment of certain indebtedness, which has been modified, refinanced, extended, renewed and/or substituted for, and in certain respects the outstanding principal amount thereof has increased; and

WHEREAS, LaSalle National Bank assigned its interest in the Mortgage as amended to Mortgagee; and

WHEREAS, Mortgagor and Mortgagee have executed that certain Amended and Restated Revolving Credit and Term Loan Agreement ("Loan Agreement") dated November 1, 1994.

NOW, THEREFORE, in consideration of the advances, credit and other financial accommodations heretofore or hereinafter made to Mortgagor by Mortgagee, Mortgagor has required Mortgagor to execute and deliver this Third Amendment:

1. The foregoing recitals are a material part of this Third Amendment and are incorporated herein as if fully set forth in this paragraph 1.
2. Unless otherwise defined, capitalized terms in this Third Amendment shall have the same meaning as in the Loan Agreement.
3. Clause (a) beginning on the first line on page 2 of the Mortgage is hereby amended to read as follows:

*After recording
return to:
Mary Kabelestin, Esq.
Laid, Bissell & Oriskany
115.50. LaSalle St. - #3400
Chicago, Ill. 60603*



2750

DEPT-01 RECORDING \$27.50
146666 TRAM 0121 11/04/94 09:07:00
0355 # LC # 94-942370
COOK COUNTY RECORDER

94942370

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
111 N. WASHINGTON ST. CHICAGO, ILL. 60602
TEL: 312-603-4000 FAX: 312-603-4001
WWW.COOKCOUNTYCLERK.COM

312-603-4000

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"(a) Payment of the indebtedness evidenced by that certain (i) Revolving Note, dated ~~October~~ ^{November} 1, 1994, made and delivered by Mortgagor to Mortgagee, in the aggregate principal sum of **FOURTEEN MILLION DOLLARS (\$14,000,000.00)**, payable with interest at the rate(s) and in the manner provided therein, said principal sum maturing on the Revolving Loan Expiration Date or on such later date as may be agreed by Mortgagee pursuant to the terms of the Revolving Note; (ii) the A Term Note, dated November 1, 1994 made and delivered by Mortgagor to Mortgagee in the aggregate principal sum of **ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000.00)**, payable with interest at the rate(s) and in the manner provided therein, said principal sum maturing on November 1, 1998; and (iii) the B Term Note, dated November 1, 1994, made and delivered by Mortgagor to Mortgagee in the aggregate principal sum of **TWO MILLION DOLLARS (\$2,000,000.00)**, payable with interest at the rate(s) and in the manner provided therein, said principal sum maturing on November 1, 1999;"

4. Mortgagor hereby confirms the said Revolving Note, the A Term Note, the B Term Note and the Mortgage as amended, and covenants and agrees that all of the provisions contained therein, excepting as modified hereby, shall continue in full force until the Mortgage, as amended, and all indebtedness and obligations secured thereby shall be fully paid and/or performed.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be fully executed and delivered the day and year first above written.

WILTON CORPORATION,
a Colorado corporation

By:


Charles J. Vogl

Its: President

ATTEST:

By:


Walter A. Guyer

Its: Secretary

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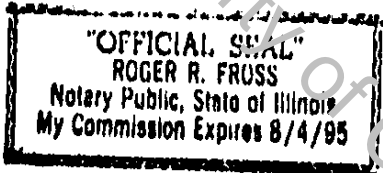
01/10/2010

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that the above named Charles J. Vogl and Walter A. Guyer appeared before me this day in person and said individuals acknowledged that they did sign the forgoing instrument for and on behalf of Wilton Corporation as its President and Secretary, respectively, and that the same is the free act and deed of said corporation.

Given under my hand and notarial seal this 1st day of November, 1994.





Notary Public

My Commission Expires:

94942370

This instrument prepared by:

Mary B. Koberstein
Lord, Bissell & Brook
115 S. LaSalle Street
Chicago, Illinois 60603

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EXHIBIT A

PARCEL 1:

LOT 11 IN VOLK BROTHERS ADDITION TO SCHILLER PARK BEING A SUBDIVISION OF THE WEST 10.59 ACRES OF THE EAST 15.885 ACRES OF LOT 9 IN THE SUBDIVISION OF THE SOUTH WEST FRACTIONAL SECTION 15 AND OF THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WISCONSIN CENTRAL RAILROAD AS PER PLAT OF SAID VOLK BROTHERS ADDITION RECORDED AUGUST 23, 1923 AS

DOCUMENT 8075064

PARCEL 2:

THAT PART OF LOT 9 IN SUBDIVISION BY WILLIAM KOLZE OF PART OF FRACTIONAL SECTIONS 15 AND 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1896 AS DOCUMENT 2412430 BOOK 70 PLATS PAGE 25 LYING WEST OF THE EAST 15.885 ACRES OF SAID LOT 9 AND LYING NORTH OF THE SOUTH LINE EXTENDED WESTERLY OF LOT 32 OF VOLK BROTHERS ADDITION TO SCHILLER PARK HEREIN BEFORE DESCRIBED EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THAT PART OF THE SOUTHWESTERLY 50 FEET (MEASURED PERPENDICULARLY THERETO) OF SAID LOT 9 LYING NORTHERLY OF A LINE 50 FEET (MEASURED PERPENDICULARLY THERETO) SOUTHERLY OF AND PARALLEL WITH SOUTHERLY LINE OF IRVING PARK BOULEVARD AS NOW LAID OUT AND ESTABLISHED AND ALSO EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THAT PART DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF SAID LOT 9 WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 32 HERETOFORE DESCRIBED THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 9, 150.00 FEET; THENCE NORTHEASTERLY ALONG A LINE PERPENDICULAR TO THE WEST LINE OF SAID LOT 9 TO A POINT ON A LINE WHICH IS 15.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 15.885 ACRES OF SAID LOT 9; THENCE SOUTH ALONG SAID PARALLEL LINE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 32; THENCE WEST ALONG SAID WESTERLY EXTENSION TO THE POINT OF BEGINNING ALSO EXCEPTING PART TAKEN OR USED FOR IRVING PARK ROAD

PARCEL 3:

THE EAST 15.00 FEET OF THAT PART OF LOT 9 IN THE SUBDIVISION BY WILLIAM KOLZE OF PART OF FRACTIONAL SECTIONS 15 AND 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (AS PER PLAT THEREOF RECORDED JULY 6, 1896 AS DOCUMENT 2412430 IN BOOK 70 OF PLATS PAGE 25) LYING WEST OF THE EAST 15.885 ACRES OF SAID LOT 9 AND LYING SOUTH OF THE SOUTH LINE EXTENDED WESTERLY OF LOT 32 AS SAID LOT 32 IS LAID OUT IN VOLK BROTHERS ADDITION TO SCHILLER PARK BEING A SUBDIVISION OF THE WEST 10.59 ACRES OF THE EAST 15.885 ACRES OF LOT 9 HERINBEFORE DESCRIBED AS PER PLAT OF SAID VOLK BROTHERS ADDITION RECORDED AUGUST 23, 1923 AS DOCUMENT 8075064 (EXCEPTING FROM THE ABOVE DESCRIBED EAST 15.00 FEET THAT PART THEREOF FALLING WITHIN THE SOUTHWESTERLY 50 FEET (MEASURED PERPENDICULAR THERETO) OF THAT PART OF SAID LOT 9 LYING SOUTH OF A LINE WHICH IS 100 FEET (MEASURED PERPENDICULARLY THERETO) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 15, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as: 9525 Irving Park Road
Schiller Park, Illinois 60176

P.L.N. 12-15-315-007-0000
12-15-316-001-0000

94942370

OK
MK