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## FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (the "Amendment") is made as of the 15th day of December, 1993, from AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee under Trust Agreement dated January 20, 1993 and known as Trust NO. 116529-06 ("Trustee") to THE XXIV CORPORATION, an Illinois corporation ("Lender") and is joined in by PLAZA ACQUISITION, INC. an Illinois corporation ("Beneficiary") (Trustee and Beneficiary are sometimes collectively referred to herein as "Borrower").

DEPT-01 RECORDING \$35.00  
T#0000 TRAN 6120 01/14/94 09:55:00  
**Recitals:** \$8322 1/4 \* -94-050017  
COOK COUNTY RECORDER

A. Lender and Borrower entered into a Loan Agreement dated as of the date hereof (the "Loan Agreement"), whereby Lender agreed to make a loan to Borrower in the aggregate amount of \$8,000,000.00 (the "Loan") on the terms and conditions contained therein.

B. The Loan is evidenced by a Note and secured by a Mortgage (dated December 15, 1993) encumbering the property described in Exhibit A attached hereto and made a part hereof (the "Mortgage"), and other loan documents enumerated in the Loan Agreement (the "Loan Documents").

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WB  
N932097  
E115105

Prepared by / return to: Michael Viner

Rosenthal and Schanfield  
55 E. Monroe Street  
Suite 4000  
Chicago, Illinois 60603

Box No. 78

3500

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C. Borrower desires to obtain additional credit from Lender in the aggregate amount of \$368,000.00 in the form of a letter of credit issued by the Lender in favor of the Village of Buffalo Grove, Illinois.

D. Lender and Borrower desire to have such additional credit added to the principal balance of the Note and be governed by the same terms and conditions of the Loan Documents, as amended by various amendments of even date herewith.

E. Borrower is entering into this Amendment to reflect such additional credit and other modifications.

## Amendment

NOW THEREFORE, for and in consideration of the Recitals which are made a part of this Amendment by this reference, the mutual covenants contained herein, and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. Defined Terms. Capitalized terms used herein or in the Mortgage which are not otherwise defined shall have the meanings given them in the Loan Agreement, as amended.

2. Loan Amount. The indebtedness secured by the Mortgage is hereby increased from \$8,000,000.00 to \$8,368,000.00. Wherever the amount "\$8,000,000.00" appears in the Mortgage, the amount "\$8,368,000.00" shall be substituted therefor. Whenever "EIGHT MILLION AND 00/100 DOLLARS" or a similar phrase appears in the Mortgage, the phrase "EIGHT MILLION THREE HUNDRED SIXTY EIGHT

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THOUSAND AND 00/100 DOLLARS" shall be substituted therefor. Whenever the aggregate principal amount of the Loan is referred to in the Mortgage, such term shall be deemed to refer to "\$8,368,000.00".

3. Full Force and Effect. The terms and provisions of the Mortgage, as amended hereby, shall remain in full force and effect. Borrower hereby reaffirms and remakes its agreements, covenants, representations and warranties contained in the Mortgage, as amended hereby.

4. Trustee Exculpation. This Amendment is executed by Trustee, not personally, but as Trustee aforesaid, and all of the terms, provisions and conditions to be performed hereunder by said Trustee are undertaken solely as Trustee and not individually and no personal liability shall be enforceable against Trustee by reason thereof; provided, however, that nothing herein shall modify or discharge the personal liability and responsibility of Beneficiary or Guarantor or of any other person or entity in connection herewith.

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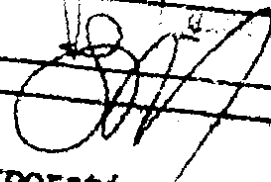
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IN WITNESS WHEREOF, Borrower has executed and delivered  
this Amendment as of the date first above written.

**BORROWER:**


American National Bank and Trust  
Company of Chicago, as Trustee  
aforesaid

By:   
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_  
  
The LTV Corporation

Plaza Acquisition, Inc.  
an Illinois corporation

By:   
Plaza Inc

By:   
LTV

Property of Cook County Clerk's Office

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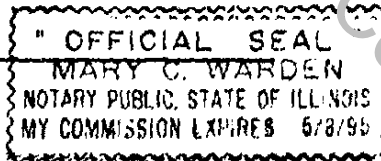
STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK        )

Before me, a Notary Public and for the County and State aforesaid, personally appeared Richard G. Fankow, known to me and to me known to be the President of Plaza Acquisition Inc., an Illinois corporation (the "Corporation"), whose name is subscribed to the foregoing instrument as such duly authorized agent and signatory, and acknowledged that he, being thereunto duly authorized, executed and delivered the foregoing instrument as his own free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30~~th~~ day of December, 1993.

Mary C. Warden  
Notary Public

My Commission Expires:



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EXHIBIT A

## Legal Description

LOT 1 IN RANCH MART SUBDIVISION, BEING A SUBDIVISION IN THE WEST 3/4 OF THE  
SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Plaza at Buffalo Grove  
Northwest corner of Dundee Road and Buffalo Grove Road,  
Buffalo Grove, Illinois

Permanent Index No.: 03-04-301-031-000

Property of Cook County Clerk's Office

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