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THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING, RETURN TO:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
Suite 325
135 South La Salle Street
Chicago, Illinois 60603

95525705

PERMANENT INDEX NUMBERS: 95525705

28-03-100-080
28-03-100-081

DEPT-01 RECORDING \$35.00
T30012 TRAN 5737 08/09/95 11:17:00
49722 + JM * 95- 525705
COOK COUNTY RECORDER

PROPERTY ADDRESS:

4632 West 138th Street
Crestwood, Illinois 60445

FIRST AMENDMENT TO MORTGAGE

This FIRST AMENDMENT TO MORTGAGE is entered into as of the 8th day of August, 1995 (the "First Amendment"), by and between AUSTIN BANK OF CHICAGO, an Illinois banking corporation, whose address is 6400 West North Avenue, Chicago, Illinois 60635, not personally, but solely as Trustee (the "Mortgagor") under a Trust Agreement dated October 3, 1988 and known as Trust No. 6482 (the "Austin Bank Trust Agreement"), and LASALLE NATIONAL BANK, a national banking association (the "Mortgagee"), formerly known as Exchange National Bank of Chicago, whose address is 120 South La Salle Street, Chicago, Illinois 60603.

R E C I T A L S:

A. The Mortgagor executed and delivered to the Mortgagee that certain Mortgage dated October 31, 1988 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 1, 1988 as Document No. 88505059 (the "Mortgage"), and which Mortgage encumbers certain the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Premises").

B. The Mortgage secures that certain Note dated October 31, 1988 in the original principal amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00), executed by the Mortgagor and made payable to the order of the Mortgagee, together with any and all extensions, renewals and modifications of said indebtedness and substitutions therefor.

C. The beneficiaries of the Austin Bank Trust Agreement (collectively, the "Beneficiary") own one hundred percent (100%) of the beneficial interest of, and sole power of direction in, the

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\$

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Austin Bank Trust Agreement and the Heritage Bank Trust Agreement (as hereinafter defined).

D. The Beneficiary has requested and the Mortgagee has agreed to make an additional loan to Heritage Trust Company, not personally, but solely as Trustee (the "Heritage Trust") of a Trust Agreement dated July 17, 1995 and known as Trust No. 95-5610 (the "Heritage Trust Agreement"), evidenced by that certain Note dated as of August 8, 1995 (the "Heritage Trust Note") in the original principal amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00), executed by the Heritage Trust and made payable to the order of the Mortgagee.

E. The Mortgagee requires as a condition of making the loan to the Heritage Trust that the Mortgage be amended to secure the obligations and liabilities of the Heritage Trust to the Mortgagee under and pursuant to the Heritage Trust Note, and to correspondingly amend certain provisions of the Mortgage as provided for herein.

NOW, THEREFORE, in consideration of the foregoing, the Mortgagor and the Mortgagee hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this First Amendment.

2. Definitions. Capitalized words and phrases not otherwise defined herein shall have the respective meanings assigned thereto in the Mortgage.

3. Obligations Secured. The Mortgage is hereby amended to secure:

a. the obligations and liabilities of the Heritage Trust to the Mortgagee under and pursuant to that certain Note dated as of August 8, 1995 (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Heritage Trust Note") in the original principal amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00), executed by the Heritage Trust and made payable to the order of the Mortgagee, together with any and all extensions, renewals and modifications of said indebtedness and substitutions therefor;

b. and any other sums, liabilities or indebtedness as set forth in the Mortgage.

4. Note. The term "Note" as defined in the Mortgage is hereby modified to refer to all the obligations and liabilities of the Mortgagor to the Mortgagee set forth in Section 3 above, including, but not limited to, the Heritage Trust Note.

5. Continuing Effect. All the terms of the Mortgage are hereby incorporated by reference herein, and the Mortgage, except as hereby modified, shall remain in full force and effect in all

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respects. The Mortgagor, by execution of this First Amendment, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage.

6. Trustee's Exculpation. This First Amendment is executed by Heritage Trust Company (the "Trustee"), not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Land Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Premises and has no agents, employees or control over the management of the Premises and no knowledge or of other factual matters except as represented to the Trustee by the Beneficiary. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Mortgage, all such liability being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder; and the owner of any of the Indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate or the Premises conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of any guarantor.

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IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have executed this First Amendment to Mortgage as of the day and year first above written.

WITNESSES:

By: [Signature]
Name: VERNON J. MURPHY
Title: ASSISTANT TRUST OFFICER

AUSTIN BANK OF CHICAGO, as Trustee of Trust No. 6482

By: [Signature]
Name: RUDOLPH C. SCHOPPE
Title: V.P. PRESIDENT AND TRUST OFFICER

LASALLE NATIONAL BANK

By: [Signature]
Name: George Kumis
Title: Senior Vice President

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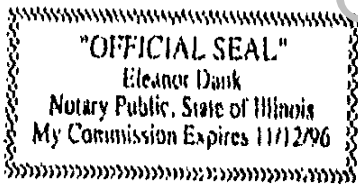
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Rudolph C. Scheppe and VERNON J. MURPHY, the VICE PRESIDENT AND TRUST OFFICER and ASSISTANT TRUST OFFICER, of AUSTIN BANK OF CHICAGO, an Illinois banking corporation, as trustee an aforesaid, who 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 severally acknowledged that as such VICE PRESIDENT AND TRUST OFFICER and ASSISTANT TRUST OFFICER, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking corporation, as trustee an aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of August, 1995.



Eleanor Dank
Notary Public

My Commission Expires:
November 12, 1996

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that GEORGE KUMIS, a Senior Vice President, of LASALLE NATIONAL BANK, a national banking association, 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 as such Senior Vice President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of August, 1995.

Gary K Fordyce
Notary Public

My Commission Expires:
"OFFICIAL SEAL"
GARY K. FORDYCE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 05/15/98

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JOINDER BY BENEFICIARY

LEO PIEKOSZ, INDIVIDUALLY AND AS TRUSTEE OF THE LEON R. PIEKOSZ DECLARATION OF TRUST DATED FEBRUARY 14, 1991, and GARY PEKSA, INDIVIDUALLY AND AS TRUSTEE OF THE GARY PEKSA DECLARATION OF TRUST DATED FEBRUARY 28, 1991 (collectively, the "Beneficiary") hereby join in the execution of this First Amendment to Mortgage (the "First Amendment") for the purpose of joining herein and in that certain Mortgage dated October 31, 1988 (the "Mortgage") from AUSTIN BANK OF CHICAGO, an Illinois banking corporation, not personally, but solely as Trustee under a Trust Agreement dated October 3, 1988 and known as Trust No. 6482 (the "Mortgagor"), to LASALLE NATIONAL BANK, a national banking association (the "Mortgagee"), formerly known as Exchange National Bank of Chicago, making the assignments, grants of security interests, transfers and conveyances hereunder and under the Mortgage, and making, undertaking and agreeing to the covenants, agreements, obligations, representations and warranties contained herein and in the Mortgage, all in accordance with and subject to the following (capitalized terms used herein and not otherwise defined have the meanings given them in the Mortgage):

A. The Beneficiary hereby grants to the Mortgagee, as security for the Note, a security interest in all of the property located on the Premises which constitute fixtures under the Uniform Commercial Code of the State of Illinois and also all of said property which constitutes personal property not constituting a part of the Premises. The Beneficiary hereby assigns to the Mortgagee, as security for the Note, all rights, powers, privileges and beneficial interest in, to and under that certain Austin Trust Agreement creating the Trust and any successor trust holding legal title to the Premises.

B. The Beneficiary hereby assigns to the Mortgagee, as security for the Note, all of the rents, issues and profits and all of the leases, lettings, and other agreements for the use as occupancy of the Premises, now or hereafter made.

C. The Beneficiary hereby covenants and agrees to be bound by, and to be deemed to have entered into and made, all of Mortgagor's representations, warranties, covenants, agreements and obligations under the Mortgage (which shall constitute representations, warranties, covenants, agreements and obligations of the Beneficiary, notwithstanding the Trustee's exculpation provisions contained in the Mortgage and in Section 6 of the First Amendment), including, without limitation, the waiver of the right of redemption pursuant to Section 20 of the Mortgage, with the same force and effect as if they were fully set forth herein verbatim.

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IN WITNESS WHEREOF, the Beneficiary has executed this Joinder to this First Amendment to Mortgage as of the 8th day of August, 1995.



LEO PIEKOSZ, INDIVIDUALLY AND AS TRUSTEE
OF THE LEON R. PIEKOSZ DECLARATION OF
TRUST DATED FEBRUARY 14, 1991.



GARY PEKSA, INDIVIDUALLY AND AS TRUSTEE
OF THE GARY PEKSA DECLARATION OF TRUST
DATED FEBRUARY 28, 1991

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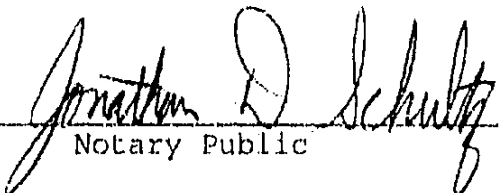
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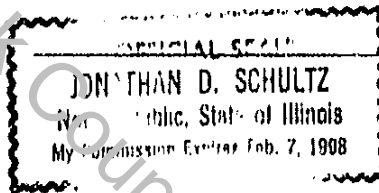
STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that LEO PIEKOSZ, 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, individually and as Trustee of the Leon R. Piekosz Declaration of Trust dated February 14, 1991, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of August, 1995.


Notary Public

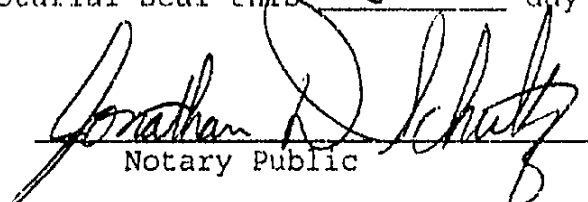
My Commission Expires:



STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that GARY PEKSA, 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, individually and as Trustee of the Gary Peksa Declaration of Trust dated February 28, 1991, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of August, 1995.


Notary Public

My Commission Expires:



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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 3 AND 4 IN MEYER INDUSTRIAL PARK FIRST ADDITION, A
SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 3,
TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS OF REAL ESTATE:

4632 West 138th Street
Crestwood, Illinois 60445

PERMANENT TAX IDENTIFICATION NUMBER:

28-03-100-080
28-03-100-081

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GKF:jh
D72554.AGR
August 4, 1995
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