

95537430

UNOFFICIAL COPY

AMENDMENT OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS AMENDMENT OF MORTGAGE AND ASSIGNMENT OF RENTS (the "Amendment") is dated as of this 30th day of June, 1995, by and between David Babiarz, a married man, whose address is 1035 Glencrest, Inverness, IL 60010 (the "Grantor") and Firstar Bank Milwaukee, N.A. (the "Lender").

WITNESSETH

WHEREAS, pursuant to (i) that certain Mortgage ("Mortgage") dated February 26, 1993 and recorded in the Office of the Recorder of Deeds for Cook County, Illinois, on March 4, 1993, as Document No. 93164996, and (ii) that certain Assignment of Rents ("Assignment") dated February 26, 1993 and recorded in the Office of the Recorder of Deeds for Cook County, Illinois, on March 4, 1993, as Document No. 93164997, the Grantor granted to Park National Bank and Trust of Chicago ("Park") a mortgage and assignment of rents on certain real property located in the County of Cook, State of Illinois, as more specifically described as follows:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID WEST 1/2, THENCE SOUTH 1196.048 FEET ALONG THE EAST LINE OF SAID WEST 1/2; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID WEST 1/2 723.98 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING TRACT OF LAND; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 450.0 FEET; THENCE NORTH PERPENDICULARLY TO SAID PARALLEL LINE TO A POINT ON A LINE 756.066 FEET SOUTH OF (AS MEASURED ALONG THE EAST LINE OF SAID WEST 1/2) AND PARALLEL WITH THE NORTH LINE OF SAID WEST 1/2; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE 450.0 FEET; THENCE SOUTH TO THE HEREIN DESCRIBED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. The Real Property or its address is commonly known as 1665 East Birchwood, Des Plaines, IL 60018. The Real Property tax identification number is 09-28-300-021-0000.

95537430

WHEREAS, the Mortgage and Assignment were assigned to the Lender under an Omnibus Assignment of Agreements and Instruments, dated as of January 5, 1995, among the Grantor, the Lender, Park, Candyland Candies, Inc. (the "Borrower"), and Dae-Julie, Inc.

WHEREAS, the parties desire to amend the definition of Note in the Mortgage and the Assignment to include, without limitation, that certain Term Note, dated the date hereof, of the Borrower in favor of the Lender, in the face principal amount of \$7,000,000.00.

NOW, THEREFORE, in consideration of the recitals and mutual agreements which follow and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and the Grantor agree as follows:

1. The Mortgage, as amended, is in full force and effect.

2950
264
556.50
RAC

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

2. The Assignment, as amended, is in full force and effect.

3. The definition of Note in the Mortgage and in the Assignment is hereby amended to read in its entirety as follows:

"Note. The word "Note" means (i) the promissory note or credit agreement dated February 26, 1993, in the original principal amount of \$5,600,000.00 from Borrower to Lender, and (ii) the promissory note or term loan agreement dated the date hereof, in the original principal amount of \$7,000,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the foregoing. The interest rate on the Note is a variable interest rate based upon the prime rate announced by Lender and in effect from time to time (with the rate thereon changing as and when such prime rate changes). NOTICE: Under no circumstances shall the interest rate on the Mortgage and Assignment be more than the maximum rate allowed by applicable law. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE."

Except as expressly amended hereby, the Mortgage and Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

GRANTOR



David Babiarz

LENDER

FIRSTAR BANK MILWAUKEE, N.A.

By: 

Name Printed: BRAD VIRANT

Title: VICE PRESIDENT

. DEPT-01 RECORDING \$29.50
. T00008 TRAN 1360 08/15/95 10:24:00
. \$6250 * JB * -95-037430
. COOK COUNTY RECORDER

. DEPT-10 PENALTY \$26.00

55537230

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 30th day of June, 1995, before me, the undersigned, personally appeared DAVID BABIARZ, known to me to be the person who executed the foregoing document, and acknowledged that he executed the same.

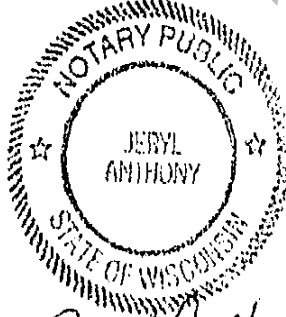


Name: Eva Spikas
Notary Public
Cook County, Illinois
My commission expires: 4-4-99

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

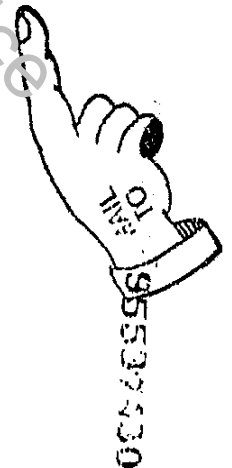
This instrument was acknowledged before me on June 29th, 1995, by AZAD VIRANI, as Vice President of FIRSTAR BANK MILWAUKEE, N.A.

[NOTARY SEAL]



Name: Jeryl Anthony
Notary Public
Milwaukee County, Wisconsin
My commission expires: 11/17/96

This instrument was drafted by and after recording should be returned to Robert H. Mace, Jr., Paralegal, Foley & Lardner, 777 East Wisconsin Avenue, 38th Floor, Milwaukee, Wisconsin 53202-5367.



UNOFFICIAL COPY

Property of Cook County Clerk's Office

95537430