

UNOFFICIAL COPY

Following Recording, Return To:

95538038

Maureen Higgins
LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603

Property Address:

339 White Oak Lane
Winnetka Illinois 60093

. DEPT-01 RECORDING \$27.00
. T#0012 TRAN 5852 08/15/95 11:12:00
. #2261 # JM *-95-538038
. COOK COUNTY RECORDER

P.I.N.: 05-20-400-084

2/4/96 343 DE and

FOURTH AMENDMENT TO MORTGAGE

27.00

THIS FOURTH AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT dated as of March 1, 1995 is between JOHN MCCAFFREY AND CARROLL MCCAFFREY (the "Mortgagors") and LASALLE NATIONAL BANK, a national banking association (the "Mortgagee").

R E C I T A L S:

A. The Mortgagors executed a Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement dated as of September 17, 1993 (the "Mortgage"), which was recorded on November 10, 1993 as Document No. 93913809 in the Office of the Cook County Recorder of Deeds (the "Recorder's Office"), as amended by a First Amendment to Mortgage dated as of September 19, 1994 and recorded in the Recorder's Office on September 29, 1994 as Document No. 94834516, a Second Amendment to Mortgage dated as of December 31, 1994 and recorded in the Recorder's Office on March 13, 1995 as Document No. 95168287, and a Third Amendment dated March 1, 1995 and recorded in the Recorder's Office on April 13, 1995 as Document No. 95247356, encumbering certain property commonly known as 339 White Oak Lane, Winnetka, Illinois 60093, and as more particularly described in Exhibit A attached hereto (the "Premises");

B. The Mortgage secures the "Note" (as defined in the Mortgage) and the "L/C" as defined in the Mortgage);

C. The Mortgagee has agreed to accept a \$325,000 Replacement Revolving Note of even date herewith in lieu of the Note, the terms and conditions of which, other than principal amount, are substantially the same as the Note;

95538038

2/15/96

UNOFFICIAL COPY

2011/07/11 11:11

Property of Cook County Clerk's Office

95538038

UNOFFICIAL COPY

330

D. The Mortgagee may, in the future, accept additional replacement notes in lieu of the Note, provided that, at any time and from time to time the sum of the maximum principal amount of each such note when added to the face amount of the L/C shall not exceed \$475,000;

E. The parties desire to amend the Mortgage to reflect the replacement of and amendment to the Note, as of the date hereof and as of any day on which an such additional replacement note is accepted by the Mortgagee,

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Documents Secured. The term "Note", as defined in the Mortgage, is hereby amended to include the Replacement Revolving Note as defined herein. The Mortgagors expressly agree that the Mortgage secures the Note and the L/C, and any and all extensions, renewals and modifications thereof and substitutions therefor, and any other sums, liabilities or indebtedness as set forth in the Mortgage.

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

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

LASALLE NATIONAL BANK

By: *Mary Moran*
Its: *David VP*

[Signature]
JOHN MCCAFFREY
Carroll McCaffrey
CARROLL MCCAFFREY

95538038

This Document Prepared by:

Denise Sondej, Esq.
ABN AMRO North America, Inc.
135 S. LaSalle Street
Chicago, Illinois 60603

UNOFFICIAL COPY

3 1 0

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Meg Marlon of LASALLE NATIONAL BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/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 notarial seal this 28th day of July, 1995.

Karen L. Stewart
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOHN MCCAFFREY and CARROLL MCCAFFREY, 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of July, 1995.

Lisa Marie Rettig
Notary Public



95538038

UNOFFICIAL COPY

Exhibit A

Legal Description

LOT 1 IN WILLIAM C. O'DONNELL'S RESUBDIVISION OF LOT 4 AND THE SOUTH 73.58 FEET OF LOT 1 IN WHITE OAK SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 339 White Oak Lane
Winnetka, Illinois 60093

P.I.N.: 05-20-400-084

∞18661.1

Property of Cook County Clerk's Office

95538038