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FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage is made this 28th day of September, 1995 by and between FIRST BANK NATIONAL ASSOCIATION, a national banking association, not individually but solely as successor Trustee ("Mortgagor"), through merger with Boulevard Bank National Association, under that certain Trust Agreement dated May 21, 1979, and known as First Bank National Association Trust No. 6103 ("Trust"), with a mailing address at First Trust Wrigley Building, 400 North Michigan Avenue, Chicago, Illinois 60611-4181, in favor of AMERICAN NATIONAL TRUST COMPANY OF CHICAGO ("Mortgagee") with a mailing address at 33 North LaSalle Street, Chicago, Illinois 60690, pertaining to Mortgagor's grant to Mortgagee, inter alia, of a security interest in the Premises described in Exhibit A attached hereto and made a part hereof, under that certain Mortgage in favor of Mortgagee, dated August 26, 1992 and more fully described below.

SEPT-01 RECORDING \$33.50
14866 TRAN 1071 10/03/95 10:25:00
18949 RC *-95-668915
COOK COUNTY RECORDER

PRELIMINARY RECITALS

1. Description of Mortgage. This First Amendment amends that certain Mortgage in favor of Mortgagee, dated August 26, 1992, executed by Boulevard Bank, N.A., not individually but as predecessor Trustee of the Trust, and recorded with the Recorder of Deeds for Cook County, Illinois, on September 1, 1992, as Document No. 92648354.

2. Execution of Amended Note Dated September 28, 1995. Contemporaneously with Mortgagor's execution and delivery to Mortgagee of this First Amendment, Mortgagor has (i) executed a certain Amended Note in favor of Mortgagee, dated September 28, 1995, in the principal sum of \$950,000 ("Amended Note") and (ii) paid Mortgagee \$100,000 in repayment of principal under that certain Term Note, dated September 1, 1992, in the principal sum of \$950,000, executed in favor of Mortgagee by Boulevard Bank, N.A., not individually but as predecessor Trustee of the Trust ("Term Note").

3. Amended Note Extends Term Note. Pursuant to its provisions, the Amended Note (i) is an amendment and extension of the Term Note and (ii) does not constitute a full payment or full

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satisfaction of the Term Note. The Amended Note extends the maturity date for payment of all principal and accrued interest under the Term Note from September 1, 1995 to April 1, 1998, subject to the following modifications:

(i) the principal sum of indebtedness is reduced from \$950,000 to \$850,000 to reflect Mortgagor's above-referenced payment of \$100,000 to Mortgagee in repayment of principal; and

(ii) the interest rate is increased from 7.25% to 9.25% per annum.

4. Mortgage as Security for Repayment of Amended Note. The Mortgage provides, in Recital 1.1, that the Mortgage shall serve as security, inter alia, for the repayment of the Term Note, including, but not limited to, any and all extensions, amendments, modifications, substitutions and renewals thereto. Accordingly, the Mortgage shall serve as security, inter alia, for repayment of the Amended Note.

5. Mortgagor as Owner of Premises and Related Improvements. Mortgagor is the owner and holder of the Property. The Mortgage constitutes a valid lien against and security interest in the Property in the amount of \$850,000 principal with interest thereon at the rate of 9.25% per annum.

NOW, THEREFORE, in consideration of the foregoing and of Mortgagee amending and extending the Term Note through acceptance of the Amended Note, and other valuable consideration, the receipt of which is hereby acknowledged, Mortgagor hereby AGREES as follows:

1. Incorporation. The Preamble and Preliminary Recitals are hereby incorporated in and made a part of this First Amendment. All terms not otherwise defined in this First Amendment shall have the meaning set forth in the Mortgage. Except as expressly modified hereby, all agreements and provisions of the Mortgage are hereby incorporated in and made a part hereof.

2. Reaffirmation of Mortgagor's Grant of Security Interest, Covenants, Representations and Warranties. Mortgagor hereby reaffirms the continued validity and binding effect of (i) its grant of the Property and (ii) all of Mortgagor's covenants, agreements, undertakings, representations and warranties under the Mortgage, as if the same were set forth herein.

3. No Mortgagor Defenses or Offsets. Mortgagor hereby represents and warrants that, as of the date of this First Amendment, Mortgagor has no defenses to or claim of right of

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offset against its obligations under (i) the Mortgage, (ii) the Term Note, and/or (iii) the Amended Note.

4. Binding Effect. This First Amendment shall be binding upon on the successors and assigns of Mortgagor.

5. Successor Trustee. All references in the Mortgage to Boulevard Bank, N.A. as Trustee of the Trust shall be deemed to refer to First Bank National Association, a national banking association as successor Trustee under the Trust.

6. Notices. Any notices that Mortgagee or Mortgagor may desire or be required to give to the other party shall be transmitted to such party pursuant to the terms of Paragraph 5.01 of the Mortgage, with copies thereto to the respective parties' attorneys as follows (or to such other attorney or address as either party may from time to time designate by written notice to the other party):

If to Mortgagee:

Michael E. Fox & Associates
500 North Dearborn
Suite 400
Chicago, Illinois 60610
Attention: Julie A. Browning or
Brian K. Abrams

If to Mortgagor:

Schwartz & Freeman
401 North Michigan Avenue
Suite 1900
Chicago, Illinois 60611-4206
Attention: Stuart Duhl or
Donna M. Shaw

7. Trustee Exculpation. This Mortgage is executed by FIRST BANK NATIONAL ASSOCIATION, not individually but as successor Trustee as aforesaid, in the exercise of the power and authority conferred and fixed in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said FIRST BANK NATIONAL ASSOCIATION as Trustee as aforesaid, or on Mortgagor personally, under this Mortgage or to pay the Term Note, the Amended Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained, all such liability on

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Mortgagor, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder. Each and all of the representations, warranties, covenants, undertakings and agreements made by Mortgagor as Trustee as aforesaid are made for the purpose of binding (and shall be enforceable against) owners of the beneficial interest in such Trust, their successors and assigns. So far as Mortgagor, personally, is concerned, Mortgagee and the holder or holders of the Amended Note and/or the Term Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Amended Note and Term Note provided.

IN WITNESS WHEREOF, Mortgagor has caused this First Amendment to Mortgage to be executed as of the date hereinabove first written.

First Bank National Association,
not individually, but as successor
Trustee, through merger with
Boulevard Bank National
Association, under that certain
Trust Agreement dated May 21, 1979,
and known as First Bank National
Association Trust No. 6109

ATTEST:

By: [Signature]

Title: REGISTRAR

By: [Signature]

Title: President

MORTGAGEE'S CONSENT AND RECEIPT

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO hereby consents to, and acknowledges receipt of, the foregoing First Amendment to Mortgage this 22nd day of September, 1995

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

By: [Signature]

Title: Vice President

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This Document Prepared By,
and After Filing Shall be
Mailed To:

Julie A. Browning
Michael E. Fox & Associates
500 North Dearborn, Suite 400
Chicago, Illinois 60610



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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 SHADIA H. KIRK Assistant Vice President, and John K. Molen PERSONAL TRUST ADMINISTRATOR, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Vice President and (Assistant) Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act of said Bank, for the uses and purposes therein set forth; and said (Assistant) Secretary did also then and there acknowledge that (s)he as custodian of the Corporate seal of the said Bank did affix said Corporate seal of said Bank to said instrument as her (his) 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 Xth day of September, 1995.

Kimberly S. Grana
NOTARY PUBLIC

My Commission Expires:

~~~~~  
"OFFICIAL SEAL"  
Kimberly S. Grana  
Notary Public, State of Illinois  
My Commission Expires 02/08/99  
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EXHIBIT A

TO

MORTGAGE

PARCEL 1:

LOTS 21 AND 22 IN SOUTH HOLLAND INDUSTRIAL PARK FIRST ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, LYING SOUTH OF THE WESTERLY PROLONGATION OF THE MOST NORTHERLY LINE OF LOT 22 AND LYING EAST OF THE NORTHERLY PROLONGATION OF THE MOST WESTERLY LINE OF SAID LOT 22 IN SOUTH HOLLAND INDUSTRIAL PARK FIRST ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. 29-21-316-019
29-21-319-001
29-21-319-002

Common Address 500 Arrow Drive
South Holland, Illinois

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