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 COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

[Amendment to Illinois First Mortgage]

**AMENDMENT TO MORTGAGE, SECURITY AGREEMENT,
 ASSIGNMENT OF LEASES AND RENTS,
 AND FINANCING STATEMENT**

B100
DR

THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FINANCING STATEMENT ("Amendment") is made as of October 26th, 1995, by and between TERRY ROBINSON and ELIZABETH ROBINSON (jointly and severally, the "Mortgagor"), and CITICORP LEASING, INC., a Delaware corporation (the "Mortgagee").

Recitals:

A. Mortgagor and Mortgagee are parties to a Loan Agreement dated June 29, 1994 (the "Loan Agreement") pursuant to which Mortgagee agreed to make a loan to Mortgagor in the maximum aggregate principal amount of up to \$5,450,000 (the "Loan"), as more particularly described in that certain Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement dated June 29, 1994, and recorded as Document No. 94-593905 in the office of the Recorder of Deeds of Cook County, Illinois (the "Illinois First Mortgage"), encumbering the "Illinois Properties" as described in said mortgage and in Exhibits A-1 through A-8 attached hereto. The Loan is evidenced by certain promissory notes referred to in the Illinois First Mortgage and was made for the acquisition, financing, or refinancing of certain land and improvements more particularly described in said mortgage. Terms appearing herein as defined terms and not expressly defined in this Amendment shall have the respective meanings given them in the Illinois First Mortgage.

B. Mortgagor has requested, and Mortgagee has agreed, that Mortgagee loan to Mortgagor the further sum of Eight Hundred Thousand Dollars (\$800,000.00) as an increase in the loan facility established under the Loan Agreement (the "Additional Funding"), to purchase certain additional property (being referred to herein as the "Additional Premises") more particularly described in that certain Amendment to Mortgage, Security Agreement,

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Assignment of Leases and Rents, and Financing Statement of even date herewith which amends the Indiana First Mortgage (the "Indiana First Mortgage Amendment"), and in connection therewith Mortgagor is executing and delivering to Mortgagee concurrently with this Amendment (i) a certain First Amendment to Loan Agreement of even date herewith amending the provisions of the Loan Agreement (the "Loan Agreement Amendment"), and (ii) a certain Promissory Note in the maximum aggregate principal amount of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) (the "Additional Note"), in and by which Additional Note Mortgagor promises to pay the said principal sum, or so much thereof as has been advanced, and interest at the rate and in installments as provided in the Additional Note, with a final payment of the outstanding principal balance and accrued and unpaid interest being due on or before the first day of December, 2001. All of said principal and interest is made payable at such place as the holder or holders of the Additional Note (the "Holders") may from time to time, in writing appoint.

C. As further assurance of payment of the Additional Funding, TRF has acknowledged that its Guaranty covers repayment of the Additional Funding, and TRF has executed an amendment to that certain Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement of even date herewith (the "TRF Second Mortgage Amendment"), which encumbers the TRF Properties, pursuant to which the TRF Second Mortgage is being amended to secure the additional guaranty obligations being undertaken by TRF with respect to the Additional Funding.

D. Mortgagor is also executing and delivering to Mortgagee concurrently with this Amendment (i) the Indiana First Mortgage Amendment, pursuant to which the Indiana First Mortgage is being amended to encumber the Additional Premises and to secure payment of the Additional Funding, and (ii) a certain Amendment to First Contract Assignment of even date herewith (the "Assignment Amendment"), pursuant to which the First Contract Assignment is being amended to secure payment of the Additional Funding. It is intended that all of the Properties (together with the TRF Properties and the property encumbered by the First Contract Assignment) shall secure the Additional Funding and the collective obligations of Mortgagor under the Additional Note and the Loan Agreement Amendment, and that the Additional Premises shall secure the Loan and the collective obligations of Mortgagor and TRF under the Notes, the Loan Agreement, the Illinois First Mortgage, the Indiana First Mortgage, the First Contract Assignment, the TRF Guaranty, and the TRF Second Mortgage, without being limited by any allocation of the indebtedness and obligations thereunder to or among any of the Properties or Additional Premises.

E. Mortgagee may hereafter elect (but hereby undertakes no obligation) to make other loans and/or advance other funds to Mortgagor, which may be evidenced by one or more additional notes or other evidence of indebtedness (herein collectively called "Future Advances"), and it is intended that any and all such indebtedness of Mortgagor to Mortgagee shall be secured by the Illinois Mortgage without further action of the parties; provided, that the total aggregate amount of all indebtedness secured by the Illinois First Mortgage shall in no event exceed 250% of the amount of the Notes (as described in the Illinois First Mortgage) and the Additional Note. Such Future Advances may also be secured by one or

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more mortgage(s) or other lien(s) or assignment(s) of property in addition to the Properties and Additional Premises referred to herein (such further property or properties being collectively called "Future Properties").

Agreements

NOW, THEREFORE, in consideration of the Additional Funding evidenced by the Additional Note and the mutual agreements of the parties hereto contained in the Loan Agreement Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee do hereby amend the Illinois First Mortgage as follows:

1. Additional Obligations Secured. Mortgagor hereby agrees that, in addition to the other covenants and obligations secured by the Illinois First Mortgage, the Illinois First Mortgage and the real and personal property encumbered thereby shall secure (i) the timely payment of both principal and interest in accordance with the terms and provisions of the Additional Note and in accordance with the terms, provisions and limitations of this Amendment and the Loan Agreement Amendment, and (ii) the performance of the covenants and agreements to be performed by Mortgagor contained herein and in each of the Indiana First Mortgage Amendment, the Loan Agreement Amendment, the Assignment Amendment, and the TRF Second Mortgage Amendment.

2. Application of Mortgage Covenants. From and after the date of this Amendment, in the Illinois First Mortgage (a) all references to the "Indiana Properties" shall be deemed to mean and include the Additional Premises, (b) all references to the "Notes" shall be deemed to mean and include the Additional Note, (c) all references to "\$5,450,000.00" as the aggregate indebtedness secured thereby shall be deemed to mean and refer to the sum of "\$6,250,000.00" (being the aggregate maximum principal amount of the Notes and Additional Note), (d) all references to the "Loan Agreement" shall be deemed to mean and refer to the Loan Agreement as amended by the Loan Agreement Amendment, (e) all reference to the "First Contract Assignment" shall be deemed to mean and refer to the First Contract Assignment as amended by the Assignment Amendment, (f) all references to the "Indiana First Mortgage" shall be deemed to mean and refer to the Indiana First Mortgage as amended by the Indiana First Mortgage Amendment, and (g) all references to the "TRF Second Mortgage" shall be deemed to mean and refer to the TRF Second Mortgage as amended by the TRF Second Mortgage Amendment, (h) all references to the "Loan" shall mean the Loan as defined in the Illinois First Mortgage together with the Additional Funding, and (i) all references to the "Loan Documents" shall mean the Loan Documents as defined in the Illinois First Mortgage, as such documents are amended in connection with the transactions described herein.

3. Mortgagee's Lien for Future Advances. At all times, regardless of whether any proceeds of the Loan have been fully disbursed or shall have been repaid in whole or in part from time to time, the Illinois First Mortgage secures (in addition to the amounts

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secured hereby) any and all Future Advances, including all commissions, service charges, damages, costs, expenses, and advances due to or incurred by Mortgagee in connection with any such Future Advances; provided, however, that in no event shall the total amount secured hereby exceed two hundred fifty percent (250%) of the aggregate face amount of the Notes (as redefined above). If any such Future Advances are also secured by Future Properties, then, to the extent so agreed by the parties hereto (whether by amendment to the Loan Agreement or by other, separate agreement, and without further amendment to the Illinois First Mortgage or other document of record), (i) all of the Properties and Additional Premises, together with the Future Properties, shall collectively secure all of the obligations referred to herein and the obligations of Mortgagor with respect to such Future Advances, without allocation of the indebtedness among such properties, (ii) all of the cross-default and cross-collateralization provisions in the Illinois First Mortgage shall be applicable to the obligations of Mortgagor with respect to such Future Advances and Future Properties.

4. Amendment Controlling. In the event of a conflict or inconsistency between the provisions of the Loan Documents and the provisions of this Amendment, the provisions of this Amendment shall govern. This Amendment and the Loan Documents are intended to be interpreted in a manner which renders their respective terms and provisions consistent with one another; however, in the event of an inconsistency between this Amendment and the other Loan Documents which cannot reasonably be reconciled, this Amendment is intended to control. The provisions of the Loan Documents are in full force and effect except as amended as described herein, and the Loan Documents as so amended are ratified and confirmed hereby by Mortgagor.

5. Successors and Assigns. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which may be executed by one or more of the parties hereto, but all of which, when taken together, shall constitute but one agreement.

7. WAIVER OF JURY TRIAL. MORTGAGOR, BY ITS EXECUTION HEREOF, HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT UNDER THIS AMENDMENT OR ANY OTHER LOAN DOCUMENTS RELATING THERETO OR ARISING FROM THE LENDING RELATIONSHIP WHICH IS THE SUBJECT OF THIS AMENDMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

8. Continuation of Liens. Nothing contained in this Amendment or any of the various amendments and other documents being executed concurrently herewith shall be construed to disturb, discharge, cancel, impair or extinguish the indebtedness and obligations evidenced by the Notes and secured by the Illinois First Mortgage or other Loan Documents or waive, release, impair, or affect the liens or security interests created by the Illinois First Mortgage or other Loan Documents or the validity or priority thereof.

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9. Integration. This Amendment and the other documents being executed concurrently herewith, together with the Loan Documents, constitute the entire agreement between Mortgagor and Mortgagee with respect to the Loan and the subject matter of the foregoing documents, and all prior writings and discussions and all contemporaneous discussions are hereby merged into and superseded by the provisions of the foregoing documents.

10. Governing Law. This Amendment shall be construed, interpreted, and governed by the laws of the State of Illinois.

11. Recourse Provisions. The provisions of Section 34 of the Illinois First Mortgage limiting Mortgagee's recourse are applicable to this Amendment, and the same are hereby incorporated herein by this reference.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused these presents to be signed and delivered as of the date first above written.



Terry Robinson



Elizabeth Robinson

CITICORP LEASING, INC., a Delaware corporation

By: _____
(signature)

(printed name and title)

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused these presents to be signed and delivered as of the date first above written.

Terry Robinson

Elizabeth Robinson

CITICORP LEASING, INC., a Delaware corporation

By: _____

(signature)

Mark J. Glesner, J.P.

(printed name and title)

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STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, Alice F. Galvin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Terry Robinson and Elizabeth Robinson, who, being 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 each of them signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of October, 1995.

Alice F. Galvin
(signature)

Alice F. Galvin
(printed name) Notary Public

My Commission Expires:

Sept. 3, 1999

MY COUNTY OF RESIDENCE: LAKE

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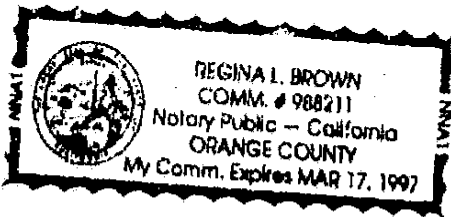
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STATE OF CA)
) SS.
COUNTY OF Orange)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark G. S. Smith, a Vice President of Citicorp Leasing, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of October, 1995.



Regina L. Brown
(signature)

Regina L. Brown
(printed name) Notary Public

My Commission Expires:

3-17-97

This instrument was prepared by:
and shall be returned to:

Scott A. Lindquist
SONNENSCHN NATH & ROSENTHAL
8000 Sears Tower
Chicago, Illinois 60606

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EXHIBITS A-1 to A-8

LEGAL DESCRIPTIONS OF ILLINOIS PROPERTIES

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EXHIBIT A-1

1043 E. Sibley Blvd., Delton, Illinois 60419

LOTS 1, 2, 3, 4, 5, AND 6 IN BLOCK 3 IN CALUMET TERRACE, A SUBDIVISION OF LOTS 2 TO 8, BOTH INCLUSIVE IN A SUBDIVISION OF THE NORTH 515.10 FEET OF THE WEST 340.89 FEET OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 1064.5 FEET OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RAILROAD EXCEPTING THEREFROM THE WEST 75 FEET OF THE NORTH 290.4 FEET THEREOF;

PERMANENT TAX NUMBER: 29-11-307-006, 007, 008, 009, 010, AND 011.

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EXHIBIT A-2

413 E. 159th Street, Harvey, Illinois 60426

LOTS 5, 6, 7 AND 8 (EXCEPT THE SOUTH 10 FEET OF SAID LOTS) IN
BLOCK 17 IN PERCEY WILSON'S EAST CENTER, A SUBDIVISION OF THE
SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 14 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT TAX NUMBER: 29-16-314-018, 019 020, 021

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EXHIBIT A-3

3029 South Chicago Road, South Chicago Heights, Illinois 60411.

LOTS 23 TO 28 BOTH INCLUSIVE IN BLOCK 3 IN KEENEY'S ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF PART OF LOTS 1 AND 9 IN THE CIRCUIT COURT PARTITION OF THE NORTH EAST 1/4 OF SECTION 32 AND THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 32-32-205-042

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EXHIBIT A-4

18051 Harwood Avenue, Homewood, Illinois 60430.

LOTS 4 AND 5 IN BLOCK A IN THE VILLAGE OF HARTFORD OTHERWISE
HOMWOOD, BEING A SUBDIVISION ON THE NORTH EAST 1/4 OF THE SOUTH
WEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 29-31-310-004; 29-31-310-003

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EXHIBIT A-5

420 W. 14th Street, Chicago Heights, Illinois 60411.

Lots 7, 8, 9 and 14, in Block 1, West End Subdivision, being a subdivision of the North 1/2 of the South East 1/4 of Section 19, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois excepting therefrom the Northernly 13 feet of Lots 7, 8 and 9 thereof taken by the State of Illinois pursuant to Court Order entered in 84L52639.

PERMANENT TAX NUMBER: 32-19-401-008; 32-19-401-018;
32-19-401-027, and 028.

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EXHIBIT A-6

14100 S. Indiana Avenue, Riverdale, Illinois 60627.

Lot 1 and Lot 2 in Block 43 in Ivanhoe Unit 3, being a subdivision of parcels of land lying in Section 4, Township 36 North, Range 14 East of the Third Principal Meridian, According to the plat recorded August 27, 1925 as Document 9017478, in Cook County, Illinois.

PERMANENT TAX NUMBER: 29-04-235-043

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EXHIBIT A-7

3300 W. 183rd Street, Hazel Crest, Illinois 60429.

Parcel 1:

Lot 3 in Codevco Resubdivision, being a resubdivision of Lot 1 in Dominick's Subdivision, being a Subdivision of part of the South East 1/4 of Section 35, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Non-Exclusive Easement for the benefit of Parcel 1, for the purpose of ingress and egress and for parking purposes as contained in Easement and Operating Agreement dated October 8, 1982 and filed October 15, 1982 as Document LR 3278436, under, through and across the 'Common Areas' as that term is defined in said instrument of the following described land:

Lot 1 in Codevco Resubdivision a Resubdivision of Lot 1 in Dominick's Subdivision, being a Subdivision of part of the South East 1/4 of Section 35, Township 36 North, Range 13, East of the Third Principal Meridian, as registered with the Registrar of Torrens Titles on June 10, 1982 as Document LR 3262521 in Cook County, Illinois.

PERMANENT TAX NUMBER: 28-35-402-012-0000

COMMONLY KNOWN AS: Lot 3 in Grenoble Square
Hazelcrest, Illinois

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EXHIBIT A-8

4349 W. 211th Street, Matteson, Illinois 60443.

Parcel 1:

(EXCEPT THE WEST 10 FEET)

Lot 7/in Block 2 in Matteson Farms, being a subdivision in the west 1/2 of the South East 1/4 of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois excepting therefrom the northernly 8.0 feet thereof taken by the State of Illinois pursuant to Court Order entered in 83LS1174.

Parcel 2:

And the north 40 Feet of the West 100 Feet of Lot 21 in Block 2 in Matteson Farms, a subdivision in the West 1/2 of the South East 1/4 of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT TAX NUMBER: 31-22-400-002; 31-22-400-31

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