

# UNOFFICIAL COPY

This Document Prepared By  
and After Recording Return To:

Grace L. Shaff  
Chapman and Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

95220583

RECORDED  
INDEXED  
FILED  
MAR 1 1995  
REC'D  
COOK COUNTY CLERK  
CHICAGO, ILL.

1/20/95

MAIL TO BOX 352

SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER'S USE ONLY

## FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This First Amendment to Mortgage and Security Agreement with Assignment of Rents ("Amendment") dated as of JANUARY 13, 1995, 1995 between LaSalle National Trust, N.A., as Successor Trustee to LaSalle National Bank, Successor Trustee to Exchange National Bank, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated December 15, 1976 and known as Trust Number 10-31967-09 ("Mortgagor") and HARRIS TRUST AND SAVINGS BANK (the "Bank");

### WITNESSETH:

WHEREAS, Mortgagor has heretofore executed and delivered to Mortgagee that certain Trust Deed dated August 10, 1989 and recorded with the Recorder's Office of Cook County, Illinois on June 19, 1991 as Document Number 91297591, as amended by that certain Extension Agreement dated December 31, 1991 by and between Mortgagor and Mortgagee and as amended and restated by that certain Amended and Restated Mortgage and Security Agreement with Assignment of Rents executed by Mortgagor and Mortgagee recorded with the Recorder's Office of Cook County, Illinois on July 8, 1993 as Document Number 94-594665 (as amended and restated, the "Mortgage"), which Mortgage encumbers real estate located in Cook County, Illinois described on *Schedule I* hereto; and

WHEREAS, the Mortgage secures, among other things, the obligations (the "Reimbursement Obligations") of James A. Chatz ("Chatz") to reimburse Mortgagee for any drafts drawn under Mortgagee's irrevocable transferable letter of credit #33710 issued by Mortgagee on behalf of Chatz in favor of Lake Forest Bank & Trust Company in the original stated amount of \$100,000 with a stated expiration date of December 31, 1994 and issued pursuant to that certain Application for Irrevocable Standby Letter of Credit dated November 16, 1993 (the "Letter of Credit");

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WHEREAS, the Letter of Credit was issued in replacement for Mortgagee's irrevocable transferable letter of credit #32697 issued by Mortgagee on behalf of Chatz in favor of Manufacturers Bank, Chicago, Illinois in the original stated amount of \$100,000 with a stated expiration date of December 31, 1992 and issued pursuant to that certain Application for Irrevocable Standby Letter of Credit dated January 30, 1992, which was issued in replacement for Mortgagee's irrevocable transferable letter of credit #30167 issued by Mortgagee on behalf of Chatz in favor of NBD/F&M Bank, N.A. in the original stated amount of \$100,000, which amount was increased to \$125,000 on September 5, 1990, with an expiration date of December 31, 1991 and issued pursuant to that certain Application for Irrevocable Standby Letter of Credit dated August 10, 1989;

WHEREAS, Mortgagee has heretofore renewed the Letter of Credit and extended its stated expiration date to December 31, 1994; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to bring it into conformity with the Letter of Credit, as so renewed;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Mortgagor and Mortgagee hereby agree that the Mortgage shall be and hereby is amended as follows:

1. The Mortgage is hereby amended by inserting the phrase ", as the same was renewed to extend the expiration date from December 31, 1994 to December 31, 1995" immediately following the phrase "Application for Irrevocable Standby Letter of Credit dated November 16, 1993 executed by Beneficiary" appearing therein.

2. All references in the Mortgage to the Beneficiary shall hereinafter be deemed references to James A. Chatz.

All of the terms, provisions, agreements and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically amended hereby.

No reference to this Amendment need be made in any instrument or document at any time referring to the Mortgage, any reference in any such instrument or document to be deemed a reference to the Mortgage as amended hereby.

This Amendment may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one instrument.

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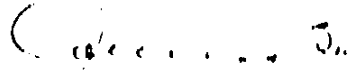
IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the date first above written.

SEE BOOK ATTACHED HERETO AND MADE A PART HEREOF

LASALLE NATIONAL TRUST, N.A., as  
Successor Trustee to LaSalle National  
Bank, Successor Trustee to Exchange  
National Bank, not personally but as  
Trustee under Trust Number 10-31967-09

By

Its



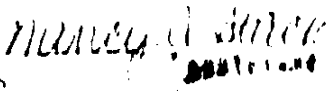
Gordon Hok  
Vice President

(Type or Print Name)

(SEAL)

ATTEST

Its



Secretary

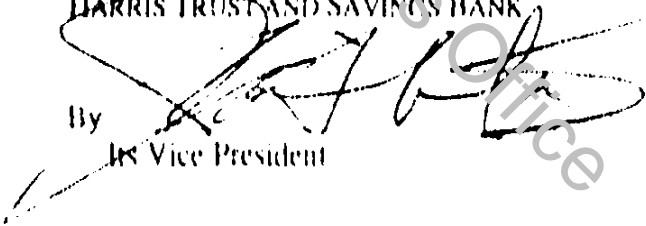
NANCY A. STACK

(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By

Its Vice President



WILLIAM BIMBLE

(Type or Print Name)

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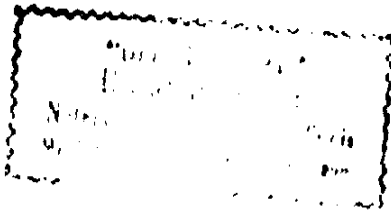
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, ~~EMILY DEBORA~~ **Corlano Bek**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Vice President** of LaSalle National Trust, N.A., as Successor Trustee to LaSalle National Bank, Successor Trustee to Exchange National Bank of Chicago, and not personally, and **NANCY A. STACK** **SECRETARY** Secretary of said national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such **Vice President** and **SECRETARY** Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act and deed of LaSalle National Trust, N.A. as Trustee as aforesaid for the uses and purposes therein set forth; and the said **SECRETARY** Secretary then and there acknowledged that he/she, as custodian of the corporate seal of said national banking association as Trustee as aforesaid, did affix the corporate seal of said national banking association as Trustee as aforesaid to said instrument as his/her own free and voluntary act and as the act of said national banking association as Trustee as aforesaid, for the uses and purposes set forth therein.

Given under my hand and notarial seal this **21<sup>st</sup>** day of **MARCH**, 1995.



**Corlano Bek**  
Notary Public

(Type or Print Name)

(SEAL)

Commission Expires:

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This instrument is executed by LA SALLE NATIONAL TRUST, N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LA SALLE NATIONAL TRUST, N.A., are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LA SALLE NATIONAL TRUST, N.A., by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, *Celia Carey Kott*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *WILLIAM GIMBEL*, Vice President of Harris Trust and Savings Bank, an Illinois banking 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 the said instrument as his own free and voluntary act as the free and voluntary act and deed of said banking corporation for the uses and purposes therein set forth.

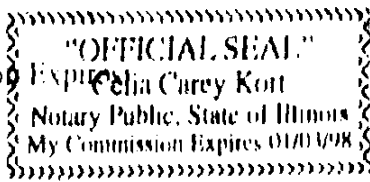
Given under my hand and notarial seal, this *21* day of *MARCH*, 1995.

*Celia Carey Kott*  
Notary Public

*CELIA CAREY KOTT*  
(Type Or Print Name)

(SEAL)

Commission Expires



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## SCHEDULE 1

### LEGAL DESCRIPTION

THAT PART OF LOTS 4, 5, 6, 7, 8 AND 9 TOGETHER WITH VACATED ALLEY LYING BETWEEN SAID LOTS IN BLOCK 47 IN THE ORIGINAL VILLAGE (NOW CITY) OF EVANSTON, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID TRACT 250 FEET EAST OF THE NORTH WEST CORNER THEREOF THENCE SOUTHERLY 80.08 FEET TO A POINT 85 FEET SOUTH OF SAID NORTH LINE AND 253.48 FEET EAST OF THE WEST LINE OF SAID TRACT, THENCE EAST PARALLEL TO AND 80 FEET SOUTH OF THE NORTH LINE OF SAID TRACT 127.67 FEET MORE OR LESS TO THE EASTERLY LINE OF SAID TRACT THENCE NORTHERLY ON THE EASTERLY LINE OF SAID TRACT 80.15 FEET MORE OR LESS TO THE NORTH EAST CORNER OF SAID TRACT, THENCE WEST ON THE NORTH LINE OF SAID TRACT 126.44 FEET MORE OR LESS TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 AND SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 11-18-319-014

Property Address: 1430 Ridge, Evanston, Illinois 60201

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