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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:

Cynthia Jared, Esq.
Sachnoff & Weaver, Ltd.
30 South Wacker Drive
Suite 2900
Chicago, Illinois 60606

95225156

**FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE
AND TO THE ASSIGNMENT OF RENTS
HIGGINS PROPERTY**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (herein sometimes called "Amendment") is made as of February 23, 1995 Malu Limited Corporation, an Illinois corporation ("Mortgagor") having its principal office at in favor of Bank of Lincolnwood located at 4433 W. Touhy Avenue, Lincolnwood, IL 60646 ("Mortgagee").

RECITALS:

A. Mortgagee has made a loan to Mortgagor et al which is secured by that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement recorded as Document No. 94172103 (the "Mortgage") which is a lien upon the property legally described in Exhibit A, attached hereto.

B. Mortgagee and Mortgagor have extended the term of the revolving note secured by the Mortgage and desire to amend the Mortgage to secure said note as amended.

DEPT-01 RECORDING 433.00
140012 TRAN 3412 04/04/95 11:38:00
45281 AH *-95-225156
COOK COUNTY RECORDER

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for \$10.00 and other good and valuable consideration in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

02/23/95 - CXJ104212.0067.ICXJ60418.WPF

BOX 333-CTI

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1. Borrower hereby represents and warrants to Lender that the foregoing Recitals are (a) true and accurate, and (b) an integral part of this Amendment. Borrower and Lender hereby agree that all of the Recitals of this Amendment are hereby incorporated into this Amendment and made a part hereof. Any term not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

2. Recitals A and B of the Mortgage are hereby deleted in their entirety and the following is substituted therefor:

A. Loan. Mortgagor is the owner of the land (the "Land") described on Exhibit A attached hereto, together with all improvements thereon.

B. Notes. Mortgagor and American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated December 22, 1980 and known as Trust Agreement Number 51686, The Malnati Organization, Inc., Malu Limited Corporation, Luma Limited, Moolah Inc. and American National Bank and Trust Company of Chicago, under trust agreement 64210 (the "Borrowers"), executed and delivered to the Mortgagee two promissory notes (collectively the "Notes") described as follows: (i) an amended and restated revolving promissory note in the original principal amount of \$600,000 bearing interest at the rate of one-half percent ($\frac{1}{2}\%$) plus the Prime Rate announced by Bank of Lincolnwood with a Maturity Date of February 28, 1996 and (ii) a term promissory note in the original principal amount of \$600,000, bearing interest at the rate of 7.75% per annum payable to the order of the Mortgagee, and due and payable in full if not sooner paid on or before February 28, 1999, subject to acceleration as provided in the Notes, this Mortgage, or the other Loan Documents, defined below. All principal and interest on the Notes are payable in lawful money of the United States of America at the office of the Mortgagee in Chicago, Illinois, or at such place as the holder thereof may from time to time appoint in writing. The indebtedness evidenced by the Notes is sometimes collectively referred to therein as the Loan.

3. As used in the Mortgage and the Assignment of Rents each and every reference of a "Note" or the "Notes" shall mean any one or more of the notes comprising the Note, as amended, as the broadest possible reading shall allow.

4. Except as expressly amended hereby, the Mortgage and the Assignment of Rents shall remain in full force and effect. The Mortgage and the Assignment of Rents and all rights and powers created thereby and thereunder or under such other documents are in all respects ratified and confirmed. From and after the date hereof, the Mortgage shall be deemed to be amended and modified as

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JOINDER

This Joinder is executed by The Malnati Organization, Inc. ("Malnati"), Luma Limited ("Luma"), Moolah Inc. ("Moolah"), joint and several makers of the Notes, for the purpose of joining in that certain First Amendment to Amended and Restated Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement granted by American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated May 1, 1985 and known as Trust Agreement Number 51686 ("Trust 51686") in favor of Bank of Lincolnwood which is a lien on the property commonly known as 56849 N. Lincoln Avenue, Lincolnwood, IL. All representations, warranties, covenants and agreements of Mortgagor under the terms of said mortgage are hereby made by Malnati, Luma, and Moolah, as if fully set forth herein, for the purpose of binding Malnati, Luma and Moolah personally for the payment of all such liabilities and the performance of all such obligations.

The Malnati Organization, Inc.

By: Malnati
Title: PRES

Luma Limited

By: Malnati
Title: PRES

Moolah Inc.

By: Malnati
Title: PRES

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EXHIBIT A

Description of the Land

Lot 1 in Malnati resubdivision, being a resubdivision in the southwest 1/4 of section 22, township 41 north, range 13 east of the third principal meridian, in Cook County, Illinois

Permanent Index Number(s):

08-22-301-067

Common Address:

1050 East Higgins Road
Elk Grove Village, IL

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STATE OF IL)
COUNTY OF COOK) SS:

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 24 day of February, 1995, personally appeared before me MARC MILNATI, the SAID President of MAW INC, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the SAID President of said corporation and that he signed and delivered the same on behalf of said corporation, with authority as his/her and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

OFFICIAL SEAL
EDWARD R. LIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/9/95
My commission expires:

Edward R. Lis
Notary Public

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STATE OF ILLINOIS)

COUNTY OF Cook) SS:

I, Sheila Klepper, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 30th day of March, personally appeared before me Stewart Anderson, the Senior Vice President Bank of Lincolnwood, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Senior Vice President of Bank of Lincolnwood, and that he signed and delivered the same in behalf of Bank of Lincolnwood, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Sheila Klepper
Notary Public

My commission expires _____

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10/25/2011 10:25:11 AM

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COOK COUNTY CLERK'S OFFICE
JAMES J. COUGHLIN
CLERK OF THE COUNTY