

# UNOFFICIAL COPY

Returned to  
Mar 23/95

95228916

Property of Cook County Clerk's Office

DEPT-CL RECORING 135.00  
140012 TRAN 3437 04/05/95 13:56:00  
45892 4 101 \* 95-228916  
COOK COUNTY RECORDER

## FIRST AMENDMENT TO MORTGAGE AND TO COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S)

This FIRST AMENDMENT TO MORTGAGE dated March 21, 1994 and to Collateral Assignment of Leases(s) and Rents(s) also dated March 21, 1994 is made March 29, 1995 between BRIDGEVIEW BANK & TRUST COMPANY, as Trustee, and not personally, under a Trust Agreement dated December 18, 1986 and known as Trust 1-1516 (hereinafter referred to as "Mortgagor"), and PIONEER BANK & TRUST COMPANY, an Illinois banking corporation, having an office at 4000 W North Avenue, Chicago, IL 60639 (herein referred to as "Mortgagee").

### WITNESS:

WHEREAS, Mortgagor, and others, and Mortgagee entered into a Construction Loan Agreement on March 21, 1994, as amended March 29, 1995 (the "Loan Agreement") pursuant to which Mortgagee agreed to lend to Mortgagor the principal amount of (i) \$780,000 together with interest thereon from and after the date hereof at the rates provided in that certain 1994 Somerset Series A Mortgage Note (the "Series A Mortgage Note"), and (ii) \$1,300,000 together with interest thereon from and after the date hereof at the rates provided in that certain 1994 Somerset Mortgage Note Series B (the "Series B Mortgage Note"); and

95228916

97 628-08-21

*[Handwritten signature]*

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

WHEREAS, Mortgagor has requested an extension of the maturity date of the indebtedness evidenced by the Series B Mortgage Note from September 29, 1995 through and including April 1, 1996, and Mortgagee has consented to such request; and

WHEREAS, Mortgagor has re evidenced the indebtedness originally evidenced by the Series B Mortgage Note by executing and delivering to Mortgagee a Restated 1994 Somerset Mortgage Note Series B in the amount of \$1,300,000 (the "Restated Series B Mortgage Note"); and

WHEREAS, Mortgagor has secured payment of the Series A Mortgage Note and Series B Mortgage Note by executing and delivering to Mortgagee a Mortgage dated March 21, 1994 and recorded on April 8, 1994 in Cook County, Illinois as document 94318950 (the "Mortgage"); and

WHEREAS, Mortgagor intends to use part of the proceeds of the indebtedness evidenced by the Restated Series B Mortgage Note to acquire the real estate legally described below, and, although such use is not contemplated in the Loan Agreement, Mortgagee, at Mortgagor's request, has consented to the use of (a) proceeds evidenced by the Restated Series B Mortgage Note for the purpose of Mortgagor's acquisition of such real estate provided Mortgagor submits such real estate to the lien of the Mortgage and to the assignment contained in the Collateral Assignment of Lease(s) and Rent(s) as amended by this First Amendment to Mortgage and to Collateral Assignment of Lease(s) and Rent(s).

To secure payment of the Series A Mortgage Note and payment of the Restated Series B Mortgage Note, Mortgagor does, by these presents, grant, convey, pledge, hypothecate, and mortgage unto Mortgagee, its successors and assigns forever, the Real Estate and all of their estates, rights, titles, and interests therein situated in the County Cook, Illinois, legally described as follows:

The North 160 feet of the South 271.76 feet as measured on the West Line of the East 1/2 of Lot 3 in William Degeler's Subdivision of the Northeast 1/4 of the Northeast 1/4 of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois except that part taken for right of way of Interstate Highway Route 57, in Cook County, Illinois.

Permanent Index No.: 25-31-204-024-0000

Street Address: 12900 S. Page Avenue, Calumet Park, Illinois

The aforescribed real estate is herewith included in the respective designations of "Real Estate" and "Premises" in the Mortgage, and accordingly with respect the above described real estate,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Mortgagor does also grant, convey, pledge, hypothecate, and mortgage unto Mortgagee, its successors and assigns forever

A. All right, title, and interest of Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, and alleys adjoining the Premises;

B. All and singular the tenements, hereditaments, easements, appurtenances, passages, liberties, and privileges thereof or in any way now or hereafter appertaining, including homestead and any other claim at law or in equity as well as any after-acquired title, franchise, or license, and the reversion and reversions and remainder and remainders thereof;

C. All rents, issues, proceeds, and profits accruing and to accrue from the Premises; and

D. All buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and all fixtures, equipment, materials and other types of personal property (other than that belonging to tenants) used in the ownership and operation of the improvement situated thereon with parking and other related facilities, in possession of Mortgagor now or hereafter located in, on, or upon, or installed in or affixed to, the Real Estate legally described herein, or any improvements or structures thereon, together with all accessories and parts now attached to or used in connection with any such equipment, materials and personal property or which may hereafter, at any time, be placed in or added thereto, and also any and all replacements and proceeds of any such equipment, materials and personal property, together with the proceeds of any of the foregoing; it being mutually agreed, intended, and declared, that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the Real Estate and for the purpose of this Mortgage to be Real Estate, and covered by this Mortgage; and as to any of the property aforesaid which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to the Mortgagee as the Secured Party (as such term is defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD, the same unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth and set forth in the Mortgage.

Mortgagor and Mortgagee additionally amend the Mortgage as follows:

1. All references in the Mortgage dated March 21, 1994 and recorded on April 8, 1994 as document 94318950 and in the Collateral Assignment of Lease(s) and Rent(s) dated March 21, 1994 and recorded on April 8, 1994 as document 94318951 to the 1994 Somerset

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Mortgage Note Series B and the Series B Mortgage Note are herewith amended to mean Restated 1994 Somerset Mortgage Note Series B in the amount of \$1,300,000 or the Restated Series B Mortgage Note, as the case may be.

2. The maturity date for the repayment of the indebtedness evidenced by the Restated Series B Mortgage Note is herewith extended from September 29, 1995 through and including April 1, 1996.

3. In all respects, other than those expressed or amended or supplemented hereby, Mortgagor does hereby ratify and confirm the provisions, terms and conditions of the aforesaid Mortgage, Collateral Assignment of Lease(s) and Rent(s), and each of the Loan Documents specified in the Loan Agreement.

IN WITNESS WHEREOF, Mortgagor has caused this FIRST AMENDMENT TO MORTGAGE dated March 21, 1994 and COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S) also dated March 21, 1994 to be signed on March 29, 1995.

BRIDGEVIEW BANK & TRUST COMPANY,  
not personally, but as Trustee aforesaid under Trust 1 1516

By: \_\_\_\_\_  
Title: Vice President

ATTEST:

*William B. Weidenaar*  
Title: Secretary

This instrument is a true and correct copy of the original as recorded in the Public Record Office of Cook County, Illinois, on \_\_\_\_\_, 1995. The instrument is a true and correct copy of the original as recorded in the Public Record Office of Cook County, Illinois, on \_\_\_\_\_, 1995. The instrument is a true and correct copy of the original as recorded in the Public Record Office of Cook County, Illinois, on \_\_\_\_\_, 1995.

This instrument prepared by:  
William B. Weidenaar  
One N. LaSalle Street  
Chicago, IL 60602

95228916

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

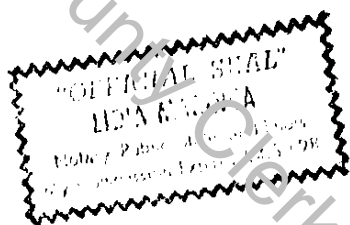
STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Lucille J. Berry Vice-President of BRIDGEVIEW BANK & TRUST COMPANY, and David J. Altopeter, Secretary of said BRIDGEVIEW BANK & TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 and as the free and voluntary act of said BRIDGEVIEW BANK & TRUST COMPANY, as Trustee, and not personally, for the uses and purposes therein set forth; and the said Secretary did at the time and there acknowledge that he/she, as custodian for the corporate seal of said BRIDGEVIEW BANK & TRUST COMPANY, did affix the said corporate seal as his/her own free and voluntary act, and as the free and voluntary act of said BRIDGEVIEW BANK & TRUST COMPANY, as Trustee, and not personally, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of March, 1995

*Lucille J. Berry*  
Notary Public

(Notary



Seal)

95228916

UNOFFICIAL COPY

Return to  
Box 2577

Property of Cook County Clerk's Office