

AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

THIS AMENDMENT ("Amendment") dated as of March 24, 1995 to that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of April 18, 1994 (the "Mortgage") between ARTAIUS CORPORATION, an Illinois having its offices at 35 Shawnee Trail, Unit #3, Indian Head Park, Illinois 60525 (therein and herein the "Mortgagor"), and BANK OF AMERICA ILLINOIS, formerly known as Continental Bank N.A., an Illinois banking corporation with its main banking house at 231 South LaSalle Street, Chicago, Illinois 60697 (therein and herein the "Lender").

RECITALS:

WHEREAS, the Mortgagor is indebted to Lender under the terms of a certain Secured Credit Agreement as amended on March 24, 1995 up to a maximum amount of ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000), which indebtedness is evidenced by Mortgagor's Note dated April 18, 1994, as same has been amended and restated on March 24, 1995 and any and all modifications, substitutions, extensions and renewals thereof (the "Note") providing for repayment or principal and interest and providing for a final payment of all sums due and owing on September 15, 1996;

WHEREAS, the intent of the Mortgage was to secure the first FOUR HUNDRED AND FIFTEEN THOUSAND DOLLARS (\$415,000) of indebtedness under the Note;

WHEREAS, the purpose of this Amendment of Mortgage is to extend the Maturity Date of the Note from April 18, 1995 to December 31, 1995.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. DEFINED TERMS. Terms not otherwise defined herein which are defined in the Agreement shall have the same meaning herein as defined therein.

References to "Note" shall be deemed references to the "Replacement Note" dated as of March 24, 1995 in the amount of ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000) it being the intent of the Mortgage to only secure the first FOUR HUNDRED AND FIFTEEN THOUSAND DOLLARS (\$415,000) of such Note and the entire outstanding indebtedness under the First Note.

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RECORDING OFFICE
CHICAGO, ILLINOIS

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References to the "Maturity Date" of the foregoing Note shall be deemed to refer to December 31, 1995. It is understood that the Maturity Date for the "first Note" remains December 18, 1996.

SECTION 2. MISCELLANEOUS.

SECTION 2.1 Expenses. Mortgagor agrees to pay on demand all costs and expenses of Lender (including the reasonable fees and expenses of counsel for Lender) in connection with the preparation, negotiation, execution, delivery and administration of this Amendment and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith. In addition, Mortgagor agrees to pay, and save Lender harmless from all liability for, any stamp or other taxes which may be payable in connection with the execution or delivery of this Amendment, the borrowings under the Agreement, as amended hereby, and the execution and delivery of any instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith. All obligations provided in this Section 2.1 shall survive any termination of this Amendment or the Agreement as amended hereby.

SECTION 2.2 Governing Law. This Amendment shall be a contract made under and governed by the internal laws of the State of Illinois, without regard to conflict of laws principles.

SECTION 2.3 Counterparts. This Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

SECTION 2.4 Reference to Mortgage. Except as herein amended, the Agreement shall remain in full force and effect and are hereby ratified in all respects. On and after the effectiveness of the Amendment, each reference in the Mortgage to "this Mortgage," "hereunder," "hereof," "herein," or words of like import, and each reference to the Mortgage in any agreement, document or other instrument executed and delivered pursuant to, or in connection with, the Mortgage, shall mean and be a reference to the Mortgage, as amended by this Amendment.

SECTION 2.5 Successors. This Amendment shall be binding upon Mortgagor, Lender and their respective heirs, legal representatives, successors and assigns, and shall inure to the benefit of Mortgagor, Lender and the successors and assigns of Lender.

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SECTION 2.6 No Default. No Event of Default or event which, with the giving of notice or the passage of time, or both, would become an Event of Default exists which is continuing as of such date.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized and delivered at Chicago, Illinois as of the date written above.

ARTAIUS CORPORATION

By: 

Name: Leonard M. Sandberg

Its: Pres

Address: 35 Shawnee Trail
Unit #3
Indian Head Park, IL 60525

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EXHIBIT A

LEGAL DESCRIPTION

BLOCK 7 (EXCEPT THE WEST 27 FEET) IN HARLEM 63RD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 19-18-308-029

ADDRESS: 7131 West 61st Street
Chicago, Illinois

Property Address:

Permanent Index No.: 931109545

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