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THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc
135 South La Salle Street
Suite 925
Chicago, Illinois 60674

96488495

PERMANENT TAX INDEX NUMBERS:

14-31-211-026
14-31-219-039

. SEPT-01 RECORDING \$33.00
. T40012 TRAN 1069 06/25/96 10:04:00
. #3351 + TD *-96-488495
. COOK COUNTY RECORDER

PROPERTY ADDRESS:

2100 North Elston Avenue
Chicago, Illinois 60614

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

33.00
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This FIRST AMENDMENT TO RESTATED MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES is made as of June 20, 1996 (the "First Amendment") by KLEINLIB LIMITED PARTNERSHIP, an Illinois limited partnership (the "Mortgagor"), whose address is c/o Emelco Company, 2100 North Elston Avenue, Suite 200, Chicago, Illinois 60614, and LASALLE NATIONAL BANK, a national banking association (the "Mortgagee"), whose address is 135 South La Salle Street, Chicago, Illinois 60674.

R E C I T A L S:

A. The Mortgagor has previously executed and delivered to the Mortgagee that certain Mortgage, Security Agreement and Financing Statement dated as of April 9, 1992 and recorded as Document No. 92242722 with the Office of the Recorder of Deeds of Cook County, Illinois, rerecorded as Document No. 92244747 with the Office of the Recorder of Deeds of Cook County, Illinois, and as amended and restated by that certain Restated Mortgage, Security Agreement and Financing Statement dated as of November 24, 1995 from the Mortgagor to the Mortgagee and recorded as Document No. 95855315 with the Office of the Recorder of Deeds of Cook County, Illinois (collectively, the "Original Mortgage"), which original Mortgage encumbers certain real property commonly known as 2100 North Elston Avenue, Chicago, Illinois 60614, and as more particularly described in Exhibit "A" attached hereto (the "Premises").

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BOX 323-07

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B. The Mortgagor has previously executed and delivered to the Mortgagee that certain Assignment of Rents and Leases dated as of April 9, 1992 from the Mortgagor to the Mortgagee and recorded as Document No. 92244748 with the Office of the Recorder of Deeds of Cook County, Illinois (the "Assignment of Rents"), which Assignment of Rents relates to and encumbers the Premises.

C. The Mortgage and Assignment of Rents secure, among other things, (i) the obligations and liabilities of the Mortgagor to the Mortgagee under that certain Note dated April 8, 1992 in the original principal amount of One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00), executed by the Mortgagor and payable to the order of the Mortgagee, as previously modified and/or extended from time to time (collectively, the "Original Note"), together with any and all extensions, renewals and modifications of said indebtedness and any and all substitutions therefor, and (ii) the obligations and liabilities of Larry Mayer & Company, an Illinois corporation (the "Applicant"), to the Mortgagee under that certain Standby Letter of Credit Agreement dated November 24, 1995 (the "Letter of Credit Agreement") between the Applicant and the Mortgagee, pursuant to which the Mortgagee issued its Irrevocable Standby Letter of Credit dated November 17, 1995 (the "Letter of Credit") in the principal amount of One Hundred Thirty Five Thousand and 00/100 Dollars (\$135,000.00) for the benefit of 1st United Bank (the "Beneficiary").

D. The Letter of Credit has been returned to the Bank by the Beneficiary and no obligations are continuing from the Applicant to the Mortgagee under the Letter of Credit Agreement, and the Mortgagor has requested, and the Mortgagee has agreed, to increase the outstanding principal amount of the loan evidenced by the Original Note, and to correspondingly amend certain provisions of the Mortgage and the Assignment of Rents as provided for herein.

NOW, THEREFORE, in consideration of the foregoing, the Mortgagor and the Mortgagee hereby agree as follows:

1. Definitions. Capitalized words and phrases not otherwise defined herein shall have the respective meanings assigned thereto in the Mortgage.

2. Obligations Secured. The Mortgage and the Assignment of Rents secure the obligations and liabilities of the Mortgagor to the Mortgagee under and pursuant to:

(a) that certain Note dated April 8, 1992 in the original principal amount of One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00), executed by the Mortgagor and payable to the order of the Mortgagee, as previously modified and/or extended from time to time, and as further modified and extended by that certain Modification and Extension Note dated as of June 20, 1996 in the principal amount of Two Hundred

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Forty Seven Thousand Seven Hundred Twenty Three and 66/100 Dollars (\$247,723.66), executed by the Mortgagor and payable to the order of the Mortgagee (together with any and all notes issued in further renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Modification and Extension Note"), in and by which Modification and Extension Note the Mortgagor promises to pay the principal sum thereof, together with interest thereon (A) prior to maturity or the occurrence of a default thereunder, at the per annum rate of interest announced from time to time by the Mortgagee as its Prime Rate plus one and one-quarter of one percent (the "Interest Rate"), and (B) following maturity or the occurrence of a default thereunder, at the Interest Rate plus two percent (2.00%) per annum;

(c) any and all extensions, renewals and modifications of the Modification and Extension Note and any and all substitutions for the Modification and Extension Note; and

(d) and any other sums, liabilities or indebtedness as set forth in either the Mortgage or the Assignment of Rents.

3. Note. The term "Note" as defined in the Mortgage and the Assignment of Rents is hereby modified and amended to refer to all the respective obligations and liabilities of the Mortgagor to the Mortgagee set forth in Section 2 above, including but not limited to, the Modification and Extension Note.

4. Mortgage. The term "Mortgage" as defined in the Assignment of Rents is hereby modified to refer to that certain Mortgage, Security Agreement and Financing Statement dated as of April 9, 1992 and recorded as Document No. 92242722 with the Office of the Recorder of Deeds of Cook County, Illinois, rerecorded as Document No. 92244747 with the Office of the Recorder of Deeds of Cook County, Illinois, and as amended and restated by that certain Restated Mortgage, Security Agreement and Financing Statement dated as of November 24, 1995 from the Mortgagor to the Mortgagee and recorded as Document No. 95855315 with the Office of the Recorder of Deeds of Cook County, Illinois, as modified and amended by this First Amendment and any and all further modifications or amendments thereto.

5. Continuing Effect. All the terms of the Mortgage and the Assignment of Rents are hereby incorporated by reference herein, and the Mortgage and the Assignment of Rents, except as hereby modified and amended, shall remain in full force and effect in all respects. The Mortgagor, by the execution of this First Amendment, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and/or the Assignment of Rents.

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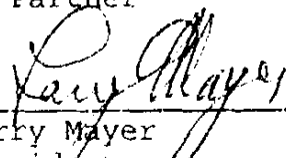
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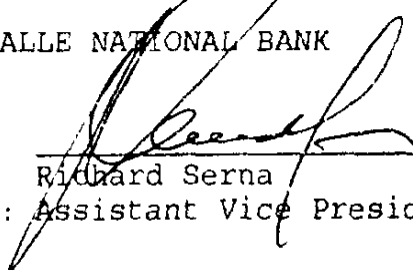
IN WITNESS WHEREOF, this First Amendment to Restated Mortgage, Security Agreement and Financing Statement and Assignment of Rents and Leases has been duly executed the day and year first above written.

KLEINLIB LIMITED PARTNERSHIP

By: EMELCO COMPANY, an Illinois
corporation
Its: General Partner

By: 
Larry Mayer
Its: President

LASALLE NATIONAL BANK

By: 
Richard Serna
Its: Assistant Vice President

GKF:jh
D61662.AGR
June 17, 1996
49083.1

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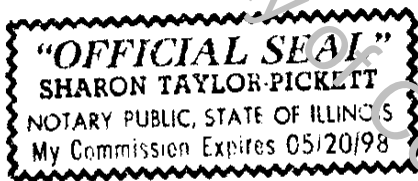
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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that LARRY MAYER, personally known to me and known by me to be the President of EMELCO COMPANY, an Illinois corporation, which is the General Partner of KLEINLIB LIMITED PARTNERSHIP, an Illinois limited partnership, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation on behalf of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of June, 1996.



Sharon Taylor-Pickett
 Notary Public

My Commission Expires:

May 20, 1998

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

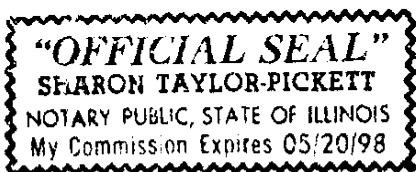
The undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that RICHARD SERNA, an Assistant Vice President of LASALLE NATIONAL BANK, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant 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 and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of June, 1996.

Sharon Taylor-Pickett
 Notary Public

My Commission Expires:

May 20, 1998



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EXHIBIT "A"

PARCEL 1: LOT 8 (EXCEPT THE NORTHEASTERLY 10 FEET THEREOF AND EXCEPT THE SOUTHEASTERLY 14 FEET OF SAID LOT 8 LYING SOUTHWESTERLY OF THE NORTHEASTERLY 10 FEET THEREOF) LOTS 9 AND 10 (EXCEPT THE SOUTHEASTERLY 14 FEET OF SAID LOTS) AND LOTS 11 AND 12 IN KILLICK'S SUBDIVISION OF LOTS 29, 30 AND 31 IN THE RESUBDIVISION OF LOTS 2 TO 5, LOTS 7 TO 11 AND LOTS 13 TO 16 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2: THAT PART OF REAL ESTATE LYING SOUTHWESTERLY OF AND ADJOINING LOT 12 IN KILLICK'S SUBDIVISION AFORESAID AND BOUNDED AS FOLLOWS: (1) ON THE NORTHWEST BY A LINE COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 12; THENCE RUNNING SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 12, EXTENDED SOUTHWESTERLY, 14 FEET, 7 1/4 INCHES, MORE OR LESS, TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; (2) ON THE SW BY SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; (3) ON THE SOUTHWEST BY SAID SOUTHEASTERLY LINE OF SAID LOT 12, EXTENDED SOUTHWESTERLY TO SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; (4) ON THE NORTHEAST BY THE SOUTHWESTERLY LINE OF SAID LOT 12, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 3: THAT PART OF REAL ESTATE LYING SOUTHEASTERLY OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY AND BOUNDED AND DESCRIBED AS FOLLOWS: (1) ON THE NORTHWEST BY THE SOUTHEASTERLY LINE OF LOT 12 IN KILLICK'S SUBDIVISION AFORESAID, EXTENDED SOUTHWESTERLY TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; (2) ON THE SW BY SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; (3) ON THE SOUTHWEST BY A LINE DRAWN PARALLEL TO AND 2 1/2 FEET NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE 16 FEET ALLEY LYING SOUTHEASTERLY OF AND ADJOINING LOTS 7 TO 12 IN KILLICK'S SUBDIVISION AFORESAID, AND SAID LINE EXTENDED SOUTHWESTERLY TO THE AFORESAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; AND (4) ON THE NORTHEAST BY THE SOUTHWESTERLY LINE OF SAID LOT 12 IN KILLICK'S SUBDIVISION, EXTENDED SOUTHEASTERLY TO SAID SOUTHEASTERLY BOUNDARY LINE OF SAID PARCEL OF REAL ESTATE, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 4: ALL THAT PART OF VACATED NORTH HOBSON AVENUE LYING NORTHWESTERLY OF AND ADJOINING THE NORTHWESTERLY LINES OF LOTS 8 TO 12, AND THE NORTHWESTERLY LINE OF SAID LOT 12, PRODUCED SOUTHWESTERLY TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY, IN J. E. KILLICK'S SUBDIVISION OF LOTS 29, 30 AND 31 OF BLOCK 21 AFORESAID, AND LYING SOUTHEASTERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF LOT 'A' IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 10 FEET OF LOT 8 IN KILLICK'S SUBDIVISION, PRODUCED NORTHWESTERLY TO THE SOUTHEASTERLY LINE OF LOT 'A' IN THE CONSOLIDATION AFORESAID AND LYING NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS

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ALSO

PARCEL 5: THAT PART OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF NORTH HOBSON AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE NORTH 45 DEGREES 45 MINUTES 02 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 100.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 17 MINUTES 58 SECONDS WEST 146.52 FEET; THENCE SOUTH 43 DEGREES 27 MINUTES 42 SECONDS WEST 167.81 FEET, IN COOK COUNTY, ILLINOIS

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