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73-55-134 D10
D.A.

NAB BANK FIRST AMENDMENT TO MORTGAGE

96618860

THIS FIRST AMENDMENT TO MORTGAGE (this "Amendment") is made as of this 8th day of August, 1996, is by and between **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO** as trustee under trust agreement dated September 18, 1990 and known as trust number 112681-09 ("Mortgagor"), whose business address is 53 North LaSalle Street, Chicago, Illinois 60690 and **NAB BANK** formerly known as New Asia Bank, whose address is 222 West Cermak Road, Chicago, Illinois 60616 ("Mortgagee") and has reference to the following facts and circumstances:

DEPT-01 RECORDING \$31.00
T#0012 TRAN 1693 08/13/96 11:44:00
#6796 ÷ CG * -96-618860
COOK COUNTY RECORDER

WHEREAS, on April 17, 1992, Mortgagor, Tuan Nguyen and Daniel Nguyen executed and delivered to Mortgagee a promissory note in the principal amount of Three Hundred Thirty Thousand and no/00 Dollars (\$330,000.00) (the "Note"); and,

WHEREAS, to secure the repayment of the Note, Mortgagor executed and delivered its Mortgage to Mortgagee dated April 17, 1992 covering the Premises described on Exhibit A hereto which was recorded in the Office of the Cook County Recorder of Deeds as document No. 92276611 (the "Mortgage");

WHEREAS, on August 8, 1996, American National Bank and Trust Company of Chicago as trustee under trust agreement dated July 25, 1996 and known as trust number 121930-09 ("Trust 121930-09") executed and delivered to Mortgagee a Construction Line of Credit Secured Note/Adjustable Rate in the original principal amount of \$350,000.00 (the "Broadway Note");

WHEREAS, to secure the repayment of the Broadway Note, Trust 121930-09 has granted to Mortgagee a first mortgage against the real estate commonly known as 5325 North Broadway, Chicago, Illinois (the "Broadway Property"); and

Prepared by and after
recording return to:

Thomas G. Jaros
Levenfeld, Eisenberg, Janger & Glassberg
33 W. Monroe
21st Floor
Chicago, IL 60603

Property Common Address:

922-24 West Leland
Chicago, Illinois

PEN(s): 14-27-206-032

96618860

BOX 333-CTI

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WHEREAS, Daniel Nguyen and Kim Nguyen have executed and delivered to Bank their personal guaranty of, among other things, the Broadway Note; and

WHEREAS, Mortgagee extended the loan evidenced by the Broadway Note on the condition that the Premises also act as additional security for the repayment of the Broadway Note; and

WHEREAS, Mortgagee and Mortgagor now desire to amend the Mortgage in order to, among other things, redefine the term "Note" so as to include the Note and the Broadway Note and any further extensions, renewals and substitutions thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The recitals above are true and correct as of the date hereof and constitute a part of this Amendment.
2. The first recital contained on Page 1 of the Mortgage is hereby deleted in its entirety and is replaced with the following five additional recitals:

"WHEREAS, Mortgagor executed a note dated April 17, 1992 (*the "Leland Note"*), whereby Mortgagor is indebted to Mortgagee in the principal sum of Three Hundred Thirty Thousand and no/100ths Dollars (\$330,000.00);

WHEREAS, American National Bank and Trust Company of Chicago as trustee under trust agreement dated July 25, 1996 and known as trust number 121930-09 executed and delivered to Mortgagee a Construction Line of Credit Secured Note/Adjustable Rate dated August 8, 1996 in the original principal amount of \$350,000.00 (*the "Broadway Note"*);

WHEREAS, Mortgagor desires to secure the repayment of the Leland Note, the Broadway Note and any renewal, replacement, substitution or amendment thereto (*collectively referred to herein as the "Note" or the "indebtedness"*);

WHEREAS, the Broadway Note is a non-revolving line of credit loan and this Mortgage secures not only the indebtedness from Trust #121930-09 to the Mortgagee existing on the date of the Broadway Note, but also all future advances under the Broadway Note, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date of the Mortgage, to the same extent as if such future

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advances were made on the date of the execution of this Mortgage, even though there may be no advance under the Broadway Note made at the time of the execution of this Mortgage and even though there may be no indebtedness outstanding under the Broadway Note at the time any advance is made; and

WHEREAS, this Mortgage secures the repayment of the Note, but in no event shall the total amount of indebtedness, including loan proceeds disbursed plus any additional charges provided for hereunder, exceed twice the original maximum principal amount of the Leland Note and the Broadway Note."

3. The Mortgage, as amended hereby, is hereby affirmed, confirmed and ratified and remain in full force and effect. The Mortgage continues to secure the repayment of the Note (as such term has been redefined herein). Mortgagor acknowledges that it knows of no defense(s) to the enforcement of the Mortgage and Mortgagor waives any such defense to the extent they do exist.

4. Any term capitalized herein but not specifically defined or amended shall have the definition attached to such term in the Mortgage.

5. The terms and provisions of the Mortgage not specifically modified hereby shall remain in full force and effect until the indebtedness secured by the Mortgage is paid in full and such terms and provisions shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Mortgage are incorporated herein by reference as if fully stated herein. Mortgagor hereby confirms each and every one of its obligations under the Mortgage. In the instance that the terms of this Amendment conflict with the terms of the Mortgage, then the terms of this Amendment shall control. This Amendment shall be governed and controlled by the laws of the State of Illinois.

6. Mortgagor hereby certifies, represents and warrants to Mortgagee that all certifications, representations and warranties made by Mortgagor to Mortgagee in or in connection with the Mortgage were true in all material respects as of the date of the Mortgage and are true in all material respects on and as of the date hereof as if made on and as of the date hereof.

7. As Mortgagor holds title to the Premises in its capacity as trustee only, all covenants, undertakings, representations and warranties under this Amendment made by the Mortgagor shall be considered to also be covenants, undertakings, representations and warranties of the beneficiary (the "Beneficiary") of the land trust agreement pursuant to which Mortgagor acts. The Beneficiary shall be deemed to have consented to being bound by the covenants, undertakings, representations and warranties hereunder by virtue of its directing the Mortgagor to execute this Amendment.

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EXHIBIT A

LOT 16 IN THE SUBDIVISION OF J. A. W. REE'S SUBDIVISION OF THE SOUTH 10 RODS OF THE NORTH 40 RODS OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 14-17-206-032

COMMON ADDRESS: 922-24 W. LELAND AVENUE
CHICAGO, ILLINOIS 60640

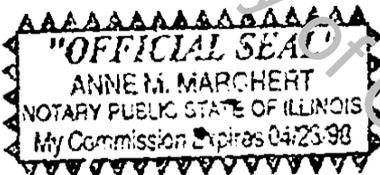
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the above County and State, do hereby certify that GREGORY S. KASPRZYK, a ASSISTANT VICE PRESIDENT of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged before me that (s)he signed and delivered the said instrument in its capacity as trustee under trust agreement dated September 18, 1990 and known as trust number 112681-09 and as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this AUG 01 1998 day of August, 1996.



Anne M. Marchert
Notary Public

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 Doug Damer, a Vice President of NAB BANK formerly known as New Asia Bank, personally known to me to be the same persons whose name is subscribed to the foregoing Amendment, appeared before me this day in person, and acknowledged before me that he signed and delivered the said Amendment as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 7th day of August, 1996.

Danielle M. Schmidt
Notary Public



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02/05/2011

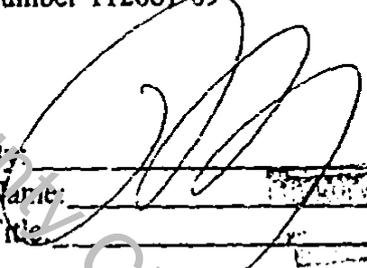
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8. This Amendment is executed by the undersigned Trustee, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiaries of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

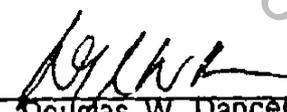
MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as trustee under trust agreement dated September 18, 1990 and known as trust number 112681-09

By: 
Name: _____
Title: _____

MORTGAGEE:

NAB BANK formerly known as New Asia Bank

By: 
Name: Douglas W. Dancer
Title: Vice President

