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Amendment to Mortgage and Assignment of Rents

This Amendment to Mortgage and Assignment of Rents ("Amendment") is made and entered into by Bank of Northern Illinois as Trustee Under Trust #3340 Successor in Title to Cosmopolitan Bank Trust #25581 (sometimes herein, for the "Mortgagor") in favor of Bank of Northern Illinois, N.A. (the "Bank"), as of June 30, 1998.

RECITALS

WHEREAS, Alcan United Concrete, Inc. executed a certain Revolving Line of Credit Note dated January 31, 1995 (together with any renewals, modifications, or extensions thereof, the "Note"), in the principal amount of \$1,000,000.00 payable to the order of the Bank to evidence a loan in said sum;

WHEREAS, the Mortgagor, to secure repayment of the Note and all renewals, extensions, or modifications thereof, executed and delivered to the Bank a Mortgage (together with any extensions or modifications thereof, the "Mortgage"), dated January 31, 1995 and recorded in the office of the Cook County, Illinois Recorder of Deeds as document number 95416659 pursuant to which the Mortgagor did mortgage, grant, warrant and convey to the Bank the premises legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, as further and additional security to the Mortgage and the Note, the Mortgagor executed an Assignment of Rents ("Assignment of Rents") upon the Property in favor of the Bank dated January 31, 1995, which was recorded in the office of the Cook County, Illinois Recorder of Deeds as document number 95416630;

WHEREAS, the Bank has agreed to amend the loan evidenced by the Note and secured by the Mortgage and Assignment of Rents, provided the Mortgagor executes this Amendment and any further documents as the Bank may require to document the amended terms of the aforesaid loan;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency whereof are hereby mutually and reciprocally acknowledged, it is hereby agreed and covenanted as follows:

1. **Incorporation of Recitals.** All of the foregoing recitals are incorporated herein by reference.

2. **Amendment to Mortgage and Assignment of Rents.** The Mortgage and Assignment of Rents are hereby amended to provide that they shall stand not only as security for the debt evidenced by the Note, but as such Note is amended by a certain Fifth Amendment to Note of even date herewith executed by Alcan United Concrete, Inc. in favor of the Bank wherein, among other amendments, the maturity date of the Note was extended to December 30, 1998. The Mortgagor hereby confirms that to the extent the Mortgage and Assignment of Rents, or any extension or amendment thereof, was executed or dated prior to the date of the Note, or was originally given to pledge the property described therein to secure other debts in addition to that evidenced by the Note or to secure the debts generally of the Mortgagor and/or the Note maker to the Bank, the property described in the Mortgage and Assignment of Rents was given and hereby stands as security for the debt evidenced by the Note, and all renewals, extensions and modifications thereof, in the terms specified in the Mortgage and Assignment of Rents and any amendments thereto.

3. **Acknowledgement of Amount.** The Mortgagor acknowledges that the maximum credit available at any time under the Note as of the date hereof is \$1,000,000.00.

4. **Hypothecation.** In the event that one or more of the Mortgagors is are not the same person or entity as the borrower under the Note, the Mortgagor agrees that the Property shall stand as security for the debt evidenced by the Note and all renewals, modifications or extensions thereof, including without limitation the Note amendment described in paragraph 2, as if the undersigned had duly assigned, released, transferred and delivered the Property to Alcan United Concrete, Inc. who with full power, authority and responsibility had pledged said Property to secure said debt upon the terms herein stated and as otherwise provided by law.

5. **No Implied Amendments.** Except as expressly modified hereby, all of the terms and conditions of the Mortgage and Assignment of Rents shall remain unchanged and in full force and effect, and any other pledge of the Property to secure any other obligations or debt under the Mortgage shall remain unaffected hereby.

6. **Reaffirmation.** Mortgagor hereby incorporates by reference herein and restates as of the date hereof, all of the representations, warranties, statements, undertakings, covenants, agreements, obligations, and indemnities (the "Undertakings"), of the Mortgagor contained in the Mortgage and Assignment of Rents or in any other instrument related thereto which has been admitted to the Bank, and affirms that all such Undertakings are currently in full force and effect and shall remain conclusively applicable to the transactions to which the Mortgage and Assignment of Rents relates until all of the Mortgagor's and/or the Note maker's obligations and liability to the Bank are completely satisfied.

7. **Waiver.** Mortgagor acknowledges and agrees that as of the date hereof, the Mortgage and Assignment of Rents are good, valid and enforceable and free of all defenses whatsoever, known or unknown, whether in law or in equity, and that it (they) the legally binding obligations of the Mortgagor to the Bank. No event or act has occurred which might or could impair the enforceability thereof, result in the discharge of the Mortgagor thereunder or under any pledge, agreement, promise, covenant, or any undertaking whatsoever which the Mortgagor has made or given to the Bank. The Mortgagor waives and releases any causes of action it might have or claim to have against the Bank arising out of or in any way related to the execution and enforcement of the Mortgage and Assignment of Rents or the transactions to which it relates.

To the extent permitted under law, the Mortgagor further waives and releases all rights and benefits under and by virtue of the homestead exemption laws, moratorium laws and other laws limiting the enforcement of the Mortgage, as amended, all rights of exemption under any judgment of foreclosure of the Mortgage, any redemption rights granted by law on behalf of the Mortgagor, any trust estate and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the property pledged by the Mortgage as of or subsequent to the date of the Mortgage, the benefit of all appraisement, valuation, stay or other tenancy laws, any reinstatement rights now or hereafter in force under applicable law, and all rights of marshaling in the event of any sale of the mortgaged property or any part thereof or any interest therein, all whether statutory or otherwise.

8. **Affirmance of Mortgage and Assignment of Rents.** The Mortgage and Assignment of Rents continues to be a valid and subsisting liens upon the Property, which is free and clear of all other liens and encumbrances except those in favor of the Bank or those which have been expressly permitted by the Bank, if any.

9. **Trustee Exculpation.** This agreement is executed by the undersigned Bank of Northern Illinois as Trustee Under Trust #3340 Successor in Title to Cosmopolitan Bank Trust #25581 not personally but solely as Trustee, as affirmed, and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary, that each and all of the warranties, covenants and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but this agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertakings or agreements herein contained, either expressed or implied, or for the validity or condition of the title to said property or for any agreement with respect thereto. Any and all personal liability of Trustee, is expressly waived by the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has have executed this instrument as of the date first written above.

35623507

070016700

11/1/98

Handwritten initials and numbers in the top right corner.

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Bank of Northern Illinois as Trustee Under Trust #3340
Successor in Title to Cosmopolitan Bank Trust #25581

By: _____

Its: _____

Attest: _____

Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ of Bank of Northern Illinois as Trustee Under Trust #3340 Successor in Title to Cosmopolitan Bank Trust #25581, and _____ of said Trustee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ 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 Trustee, for the uses and purposes therein set forth; and the said _____ did also then and there acknowledge that as custodian of the corporate seal of said Trustee, did affix the said corporate seal of said Trustee to said instrument as his own free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 19__.

NOTARY PUBLIC

This document prepared by and to be returned to after recording:

Bank of Northern Illinois, N.A.
Commercial Loan Department
1313 Delany Road
Gurnee, Illinois 60031

255813507

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THIS AGREEMENT is entered into by and between BANK OF NORTHERN ILLINOIS, N.A. (formerly known as FIRST NATIONAL BANK OF WAUKEGAN, ILL.), not personally but solely as Trustee, of the aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary, that each and all of the warranties, covenants and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but this agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertakings or agreements herein contained, either expressed or implied, or for the validity or condition of the title to said property or for any agreement with respect thereto. Any and all personal liability of Bank of Northern Illinois, N.A. formerly known as The First National Bank of Waukegan, is expressly waived by the parties hereto, and their respective successors and assigns.

BANK OF NORTHERN ILLINOIS, N.A.
formerly known as
First National Bank of Waukegan,
not personally, but as Trustee under
Trust Agreement dated 12/11/91
and known as Trust No. 3340

By [Signature]
Trust Officer

Attest: [Signature]
Assistant Vice President

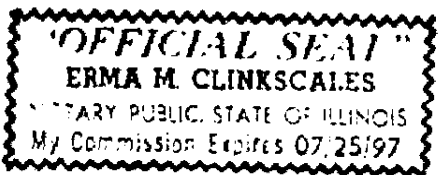
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS
My Comm. Expires 03/14/95 15:0000
78-673507
\$22.00

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT the above named Trust Officer and Assistant Vice President of Bank of Northern Illinois, N.A. formerly known as The First National Bank of Waukegan, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said bank for the uses and therein set forth; and said Assistant Vice President caused the seal of said bank to be affixed to said instrument as her free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of July, 1996.

[Signature]
Notary Public



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