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AMENDED AND RESTATED MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

THE STATE OF ILLINOIS)
)
COUNTY OF COOK)

A 0014418 JBJ

KNOW ALL BY THESE PRESENTS:

That, on June 29, 1993, FORD LEASING DEVELOPMENT COMPANY, a Delaware corporation ("Mortgagee") made a loan to Devon Bank of Chicago, Illinois, not personally but as Trustee under Trust Agreement dated June 28, 1993 and known as Trust No. 6041, hereinafter called Mortgagor (whether one or more) and Mortgagor made and delivered to Mortgagee a Promissory Note, dated June 29, 1993, payable to Mortgagee or order in the original principal amount of \$685,000.00, which note was amended and restated by an Amended and Restated Promissory Note dated as of the date hereof, in the original principal amount of \$560,387.86 (the "Note"); and

That the Note is secured by a Mortgage dated June 29, 1993 from Mortgagor to Mortgagee, and recorded July 30, 1993 as Document No. 93-595885, Cook County Recorder's Office, Cook County, Illinois (the "Mortgage") encumbering the real property described on Exhibit A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby Mortgagor and Mortgagee agree as follows:

1. All terms with initial capitalization used herein shall have the meanings given them in the Agreement, unless otherwise specified herein.
2. Mortgagor and Mortgagee hereby acknowledge that the aggregate principal balance as of the date hereof under the Note is \$560,387.86 and that the interest rate has been changed to a fixed rate of nine percent per annum.
3. The Note is hereby amended in accordance with the Amended and Restated Promissory Note.
4. Except as specifically amended or modified by this Amendment and the Amended and Restated Promissory Note, all terms and conditions contained in the Note and the Mortgage shall remain in full force and effect as provided therein.

BOX 333-CTT

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EXHIBIT A

LOTS 17 TO 27, BOTH INCLUSIVE, IN BLOCK 6 IN WM WALLEN'S RESUBDIVISION OF THE VACATED WM. L. WALLEN'S FABER ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1917 IN BOOK 148 OF PLATS, PAGE 37, AS DOCUMENT NO. 6058897, (EXCEPTING THEREFROM THAT PART LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 6), IN COOK COUNTY, ILLINOIS.

Commonly known as: 6229 N Western Avenue
Chicago Ill

44-06-105-014

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prepared by Fred Loungie

P.O. Box 6006

Dearborn Michigan 48121

DEPT-01 RECORDING

130012 TRAN 2271 10/07/96 15:30:00

43892 FER *-96-764041
COOK COUNTY RECORDER

mail to

Karen Edwards

CTI

40 Oak Hollow

Southfield Michigan 48034

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This instrument is executed by Devon Bank, not individually but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by Devon Bank are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against Devon Bank by reason of any of the covenants, statements, representation, indemnification or warrants expressed or implied herein contained in this instrument.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that Devon Bank, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release of any hazardous materials on, over, under, from, or affecting the property of the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any law suit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

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