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SECOND AMENDMENT TO PURCHASE MONEY WRAP-AROUND MORTGAGE AND SECURITY AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE MONEY WRAP-AROUND MORTGAGE AND SECURITY AGREEMENT ("Second Amendment") entered into this 19 day of November, 1996, by and between American National Bank & Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated August 1, 1985 and known as Trust No. 65395 ("Mortgagor") and Lakewest Equity, Inc., an Illinois corporation ("Mortgagee").

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WITNESSETH:

DEPT-01 RECORDING \$31.50
T#0010 TRAN 6605 11/21/96 12:22:00
#2524 + C.J. *-96-887835
COOK COUNTY RECORDER
DEPT-10 PENALTY \$28.00

WHEREAS, Mortgagor, as successor in interest to Chicago Title & Trust Company, as Trustee under Trust Agreement dated January 31, 1985 and known as Trust No. 5-67638, entered into a certain Purchase Money Wrap-Around Mortgage Note dated as of July 15, 1985 as amended by that certain First Amendment to Purchase Money Wrap-Around Note dated September 5, 1991 (the "Note") which is secured by, among other things, a Purchase Money Wrap-Around Mortgage and Security Agreement dated July 15, 1985, as amended by that certain First Amendment to Purchase Money Wrap-Around Mortgage and Security Agreement dated September 5, 1991 in favor of Mortgagee (the "Wrap Mortgage"); and

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WHEREAS, Mortgagor has entered into an Installment Note dated October 21, 1996 (the "Installment Note") in the principal amount of \$825,000.00 from Albany Bank and Trust Co. N.A. ("Albank") which is secured by, among other things, a Mortgage of even date therewith (the "Mortgage") encumbering the property securing the Wrap Mortgage; and

WHEREAS, Albank has required as a condition to disbursing funds under the Installment Note that the Note and Wrap Mortgage be subordinate to the Installment Note and the Mortgage; and

WHEREAS, Mortgagee has agreed to subordinate its interests in the Note, as amended, and Wrap Mortgage to Albank's interests in the Installment Note and Mortgage; and

WHEREAS, the parties hereto desire to amend the Wrap-Mortgage upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants hereinafter contained and other good and valuable consideration, the parties agree as follows:

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2025-01-20 10:00 AM

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1. The Recitals to this Amendment are hereby incorporated herein by this reference hereto.

2. All definitions set forth under the Wrap-Mortgage are incorporated herein by reference.

3. To the extent that the terms and conditions of this Second Amendment are inconsistent with the terms and conditions of the Wrap-Mortgage, the terms and conditions of this Second Amendment shall control.

4. The Recitals to the Wrap-Mortgage are deleted and the following inserted in lieu thereof:

"WHEREAS, Mortgagor has executed and delivered a Purchase Money Wrap-Around Mortgage Note dated July 15, 1985, as amended by that certain First Amendment to Purchase Money Wrap-Around Mortgage Note dated September 5, 1991 and by that certain Second Amendment to Purchase Money Wrap-Around Mortgage Note of even date herewith (the "Note"), a copy of which Second Amendment is attached hereto as Exhibit I; and

WHEREAS, pursuant to the Second Amendment the principal balance of the Note has been increased as of the date of the Second Amendment to \$974,160.58 which amount bears interest as provided in the Note and becomes due on April 1, 2005."

5. Section 2 of the Wrap-Mortgage is amended by deleting the words:

"Mortgage dated August 12, 1991 made by American National Bank & Trust Company of Chicago, as Trustee under Trust Agreement dated August 1, 1985 and known as Trust No. 65395 to Albany Bank and Trust Company N.A. and any and all other documents evidencing or securing the indebtedness secured by said Mortgage (said Mortgage and all other documents or any mortgage and other documents evidencing or securing any loan refinancing said Mortgage being hereinafter referred to as the 'First Mortgage')."

and inserting in lieu thereof:

"Mortgage dated October 21, 1996 made by American National Bank and Trust Company, as Trustee under Trust Agreement dated February 1, 1985 and known as Trust No. 63380 to Albany Bank & Trust Company N.A. and any and all other documents evidencing or securing the indebtedness secured by said Mortgage (said Mortgage and all other documents or any mortgage and other documents evidencing or securing any loan refinancing said Mortgage being hereinafter referred to as the 'First Mortgage')."

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IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date first set forth above.

MORTGAGOR:

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee, and its covenants and conditions to be performed hereunder shall be the covenants and conditions of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as aforesaid, and not individually, and no action shall be brought or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, conditions, or provisions contained in this instrument.

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

By: [Signature]
Its: VP

MORTGAGEE:

LAKEWEST EQUITY, INC., an Illinois corporation

By: [Signature]
Its: [Signature]

THIS INSTRUMENT PREPARED BY AND RETURN AFTER RECORDING

JAMES ROSENBLUM
GOLDBERG, Kohn, Bell, Black,
Rosenblum & Monte, LTI
55 E MONROE
Suite 3700
Chicago, IL 60603



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EXHIBIT "A"

PARCEL 1:

LOTS 31 AND 32 (EXCEPT THE NORTHERLY 3.9 FEET THEREOF) IN OGDEN AND PLAINFIELD ROAD SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 23 AND THAT PART OF LOTS 24, 25, AND 26 THAT LIES WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 26 SAID POINT BEING 14.06 FEET EASTERLY (AS MEASURED ON THE NORTHWESTERLY LINE OF LOT 26) FROM THE NORTHWEST CORNER OF LOT 26; THENCE SOUTH ON A STRAIGHT LINE 157.62 FEET TO A POINT 25 FEET EASTERLY (AS MEASURED ON THE SOUTHEASTERLY LINE OF LOT 24) OF THE SOUTHWEST CORNER OF LOT 24 ALL IN OGDEN AND PLAINFIELD ROAD SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THE EASTERLY AND WESTERLY 16 FOOT VACATED ALLEY, SAID ALLEY VACATED BY DOCUMENT NOVEMBER 17 841 079 RECORDED APRIL 28, 1960 AND DATED APRIL 19, 1960, LYING SOUTHERLY OF AND ADJOINING LOT 31 AND NORTHERLY OF AND ADJOINING LOTS 23 TO 26 BOTH INCLUSIVE, AND LYING WESTERLY OF THE WEST LINE OF LAND CONVEYED TO THE COUNTY OF COOK IN DOCUMENT NUMBER 11 934 103 AND LYING EASTERLY OF THE EAST LINE OF FERN AVENUE AS DEDICATED BY PLAT OF SUBDIVISION, ALL IN OGDEN AND PLAINFIELD ROAD SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, RECORDED SEPTEMBER 15, 1923 AS DOCUMENT NUMBER 8104900, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE WEST 1/2 OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY SAID ALLEY VACATED BY DOCUMENT NUMBER 17 202 237 RECORDED MAY 12, 1958, LYING EAST OF AND ADJOINING LOTS 31 AND 32, LYING SOUTH OF THE SOUTH LINE OF THE NORTH 3.9 FEET OF LOT 32 EXTENDED EAST AND LYING NORTHWESTERLY OF A LINE BEGINNING AT THE SOUTHEAST CORNER OF LOT 31; THENCE NORTHEASTERLY TO THE SOUTHWEST CORNER OF LOT 30 ALL IN OGDEN AND PLAINFIELD ROAD SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4146 S First Avenue, Lyons, IL

PIN: 18-02-113-010, 18-02-113-011, 18-02-113-012, 18-02-113-013, 18-02-113-014, 18-02-113-015
18-02-113-008, 18-02-113-018

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