

# UNOFFICIAL COPY

## 96033070

### SECOND AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS

THIS SECOND AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS (the "Second Amendment") is dated as of the 21 day of December, 1995 and is effective as of the 1st day of January, 1996, by and between David Babiarz, a married man, whose address is 1035 Glencrest, Inverness, IL 60010 (the "Grantor") and Firststar Bank Milwaukee, N.A. (the "Lender").

. DEPT-01 RECORDING	\$29.50
. T#0008 TRAN 9740 01/12/96 15:00:00	
. #2044 # DR *-96-033070	
. COOK COUNTY RECORDER	
. DEPT-10 PENALTY	\$26.00

#### RECITALS

Lender and Grantor acknowledge the following:

A. Pursuant to (i) that certain Mortgage ("Mortgage") dated February 26, 1993 and recorded in the Office of the Recorder of Deeds for Cook County, Illinois, on March 4, 1993, as Document No. 93164998, and (ii) that certain Assignment of Rents ("Assignment") dated February 26, 1993 and recorded in the Office of the Recorder of Deeds for Cook County, Illinois, on March 4, 1993, as Document No. 93164999, the Grantor granted to Park National Bank and Trust of Chicago ("Park") a mortgage and assignment of rents on certain real property located in the County of Cook, State of Illinois, as more specifically described as follows:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID WEST 1/2; THENCE SOUTH 1196.048 FEET ALONG THE EAST LINE OF SAID WEST 1/2; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID WEST 1/2 723.98 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING TRACT OF LAND; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 450.0 FEET; THENCE NORTH PERPENDICULARLY TO SAID PARALLEL LINE TO A POINT ON A LINE 756.058 FEET SOUTH OF (AS MEASURED ALONG THE EAST LINE OF SAID WEST 1/2) AND PARALLEL WITH THE NORTH LINE OF SAID WEST 1/2; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE 450.0 FEET; THENCE SOUTH TO THE HEREIN DESCRIBED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. The Real Property or its address is commonly known as 1665 East Birchwood, Des Plaines, IL 60018. The Real Property tax identification number is 09-28-300-021-0000.

B. The Mortgage and Assignment were assigned to the Lender under an Omnibus Assignment of Agreements and Instruments, dated as of January 5, 1995, among the Grantor, the Lender, Park, Candyland Candies, Inc. (the "Borrower"), and Dae-Julie, Inc.

C. The Mortgage and Assignment were amended pursuant to an Amendment of Mortgage and Assignment of Rents dated June 30, 1995 and recorded in the Office of the Recorder of Deeds for Cook County, Illinois on August 15, 1995 as Document No. 95537431 to change the definition of the term "Note" in the Mortgage and the Assignment to include, without limitation, that certain Term Note dated June 30, 1995 of the Borrower in favor of the Lender, in the face principal amount of \$7,000,000.00.

D. Effective January 1, 1996, the Borrower wishes to merge with and into Dae-Julie, Inc., with the surviving entity to be known as Dae-Julie, Inc.

E. Dae-Julie, Inc. has agreed to assume all of the obligations of the Borrower to Lender under the Mortgage and Assignment and other Related Documents (as defined in the Mortgage) pursuant to a Loan Assumption Agreement dated as of the date hereof.

\$29.50  
 P \$26.00  
 \$55.50  
 I.L.

96033070

UNOFFICIAL COPY

UNOFFICIAL COPY

11/11/2011

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

F. Lender and Grantor wish to amend the Mortgage and Assignment to evidence the change in the name of the "Borrower" therein to Dae-Jule, Inc. pursuant to this Second Amendment.

## AGREEMENTS

NOW, THEREFORE, in consideration of the recitals and mutual agreements which follow and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and the Grantor agree as follows:

1. The definition of Borrower in the Mortgage and in the Assignment is hereby amended to read in its entirety as follows:

**Borrower.** The word "Borrower" means each and every person or entity signing the Note, including without limitation, Dae-Jule, Inc.

2. Except as specifically amended hereby, the Mortgage and Assignment shall remain in full force and effect in accordance with their terms. All warranties and representations contained therein are hereby reconfirmed as of the date hereof. This is an amendment, not a novation.

3. This Second Amendment shall not be construed as or be deemed to be a waiver by Lender of existing defaults by Grantor, whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Second Amendment.

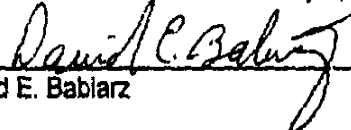
4. The Grantor shall be responsible for payment of all fees and out-of-pocket disbursements incurred by Lender in connection with the preparation, execution, delivery, administration and enforcement of the Mortgage and Assignment, as amended, including all costs of collection, and including, without limitation, the fees and disbursements of counsel (including inside counsel) for Lender.

5. This Second Amendment shall only become effective upon execution by the Grantor and Lender, and approval by all guarantors and any other third party required by Lender.

6. This Second Amendment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

7. This Second Amendment may be signed in any number of counterparts, each of which shall be considered an original, but when taken together, shall constitute one document.

Dated as of the 21 day of December, 1995 but effective as of January 1, 1996.

  
\_\_\_\_\_  
David E. Babiarz

FIRSTAR BANK MILWAUKEE, N.A.

By:   
\_\_\_\_\_  
Philip D. Koepke, Vice President

95033670

UNOFFICIAL COPY

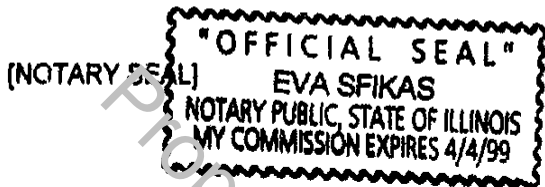
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

COMMON

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 22 day of December, 1995, before me, the undersigned, personally appeared DAVID BABIARZ, known to me to be the person who executed the foregoing document, and acknowledged that he executed the same.



Eva Sfikas  
Name: \_\_\_\_\_  
Notary Public  
Cook County, Illinois  
My commission expires: 4/4/99

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF MILWAUKEE )

This instrument was acknowledged before me on December 28, 1995, by Philip D. Koepke, as Vice President of FIRSTAR BANK MILWAUKEE, N.A.

[NOTARY SEAL]

Christiane M. Stoffer  
Name: Christiane M. Stoffer  
Notary Public  
Milwaukee County, Wisconsin  
My commission expires: is permanent

This instrument was drafted by and after recording should be returned to Christlane M. Stoffer, Senior Attorney, Firstar Bank Milwaukee, N.A., 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

BABIARZI,SAMIG:COMMERC:CMS-MISC  
12/11/95

CLERK'S Office

96033070

UNOFFICIAL COPY

Property of Cook County Clerk's Office