

This instrument was prepared
by and after recording return to:

Samuel L. Pappas
Bank One, Illinois, NA
111 N. Canal Street-15th Floor
Chicago, Illinois 60606



Above space for Recorder's Use Only

AMENDMENT TO "MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT" AND "ASSIGNMENT OF LEASES AND RENTS"

THIS AGREEMENT (this "Agreement") is dated as of July 1, 1997 and is between Bank One, Illinois, NA, not personally but as trustee under trust agreement dated February 1, 1995 and known as Trust Number TWB-1108 ("Mortgagor"), Jonna Rogers Luxem ("Guarantor" and/or "Beneficiary") and Bank One, Illinois, NA, with an office located at 1200 Central Avenue, Wilmette, Illinois 60091 ("Lender").

A. This Agreement amends the Mortgage, Assignment of Rents, Security Agreement dated as of July 1, 1996 executed by Mortgagor and recorded with the Cook County Recorder's Office as Document No. 96-573471 on July 26, 1996 and an Assignment of Leases and Rents dated as of July 1, 1996 executed by Mortgagor and Beneficiary and recorded with the Cook County Recorder's Office as Document No. 96-573470 on July 26, 1996 (both documents, as amended, modified or extended prior to the date hereof, are referred to collectively herein, as the "Existing Mortgage"; the Existing Mortgage as hereby and hereafter amended, modified or extended from time to time is herein called the "Mortgage"). The Mortgage is with respect to the real estate described on attached Exhibit A and other property as described in the Mortgage (the "Property"). The Property is commonly known as 555 Hill Terrace Unit #207 and 555 Hill Terrace Unit C, Winnetka, Illinois 60093.

B. Mortgagor is currently indebted to Lender under without limitation a promissory note dated as of July 1, 1996 in the principal face amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (as amended, modified, extended, replaced, renewed, refinanced, consolidated or substituted from time to time, the "Mortgage Note"). The Mortgage Note has a stated maturity date of July 1, 1997 and is secured by without limitation the Mortgage.

C. Guarantor has executed a Commercial Guaranty dated as of July 1, 1996 in favor of Lender ("Guaranty").

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D. Mortgagor has requested an extension of the maturity date of the Mortgage Note from July 1, 1997 to July 1, 1998 and an increase in the principal face amount thereof from \$150,000.00 to \$200,000.00, to be evidenced by a promissory note dated as of July 1, 1997 executed by Mortgagor in the principal face amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (as amended, modified, extended, replaced, renewed, refinanced, consolidated or substituted from time to time, the "Promissory Note").

E. It is one of the conditions to Lender's willingness to grant such requests that the parties hereto execute and deliver this Agreement.

NOW, THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Mortgagor and Guarantor acknowledge that the Mortgage is in full force and effect.

2. All payments received by Lender on any indebtedness secured by the Mortgage, whether from Mortgagor, Guarantor or from proceeds resulting from Lender's enforcement of its rights under the Mortgage or any other security or from any other source, may be applied against the indebtedness secured by the Mortgage as Lender in its sole discretion determines unless required by contract or law to be otherwise applied.

3. In addition to the Mortgage Note and the other indebtedness secured by the Existing Mortgage, the Mortgage shall secure all principal, interest and other amounts due and to become due under the Promissory Note.

4. The definition of "revolving credit" contained in 815 ILCS 205/4.1 Illinois Compiled Statutes, shall apply to the Mortgage. The lien of the Mortgage shall also secure all advances made pursuant to the terms of the Promissory Note to the same extent as if such future advances were made on the date of this Agreement, although there may be no advance made at the time of execution of this Agreement and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness evidenced by the Promissory Note and which is secured by the Mortgage (as amended by this Agreement) may increase or decrease from time to time. Mortgagor may reborrow pursuant to and subject to the terms of the Promissory Note. The total unpaid balance so secured at any one time shall not exceed a maximum principal amount of \$400,000.00, including interest thereon and any disbursements made for the payment of taxes, special assessments, insurance and other disbursements made pursuant to the terms of the Mortgage.

5. In the event of any conflict between the Existing Mortgage, the Promissory Note or this Agreement, this Agreement shall control. Except as amended hereby, all provisions of the Mortgage shall continue in full force and effect. This Agreement, including the Recitals, which are hereby incorporated herein and made a part hereof, constitutes the entire understanding and

agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or undertakings.

6. Guarantor does hereby ratify and reaffirm his Guaranty.

7. Without affecting the liability of Mortgagor or any other person, including without limitation any guarantor under a guaranty (except any person expressly released in writing) for payment of all or any portion of the indebtedness now or hereafter secured by the Mortgage (the "Indebtedness") or for performance of any obligation contained in the Mortgage, and without affecting the rights of Lender with respect to any security not expressly released in writing, the validity or priority of the Mortgage or the lien created by the Mortgage or any guaranty given as additional security for the Indebtedness, Lender, at any time and from time to time either before or after the maturity of any note secured by the Mortgage and without notice or consent, may (a) release or partially release any person liable for payment of all or any part of the Indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Indebtedness, modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise, refrain from exercising or waive any right Lender may have; (d) accept additional security of any kind; or (e) release, partially release or otherwise deal with any property, real or personal, securing the Indebtedness, including all or any part of the Property.

8. It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that Bank One, Illinois, NA, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (1) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the Property, soil, water, vegetation, building, personal property, persons or animals thereof; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (3) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous waste materials; and/or (4) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Bank One, Illinois, NA which are based upon or related to such hazardous materials, including without limitation, attorneys and consultants' fees, investigations and laboratory fees, court costs and litigation expenses.

9. This Agreement shall be binding upon Mortgagor and Guarantor and their successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

10. No amendments, modifications or supplements of this Agreement shall be binding upon the parties unless they are in writing and are signed by all of the parties hereto.

11. The failure of any party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provision.

12. This Agreement may be executed in one or more counterparts, each of which shall

constitute one and the same instruments.

13. Rider A attached hereto is hereby made a part of the Mortgage.

DATED AT WILMETTE, ILLINOIS AS OF THE DATE FIRST ABOVE WRITTEN

Mortgagor:
Bank One, Illinois, NA,
not personally but as trustee
under trust agreement dated February 1, 1995
and known as Trust Number WB-1108

By: _____
Name: _____
Its: _____

Property of Cook County Clerk's Office
SEE SIGNATURE PAGE ATTACHED

Guarantor/Beneficiary:

Joanna Rogers Luxem
Joanna Rogers Luxem

Lender:
Bank One, Illinois, NA

By: *Richard T. Smith*
Its: *Vice Pres.*

This document is executed by Bank One, Illinois, NA, not personally, but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and the undersigned hereby represents that, to the best of its knowledge, it possesses full power and authority to execute this instrument. Further, this document has been executed solely upon the direction of the beneficiaries of this Trust who have the power to make such direction.

It is expressly understood and agreed that nothing herein shall be construed as creating any liability on the undersigned personally or to perform any covenants either expressed or implied herein. All such liability, if any, is hereby expressly waived by the party whose benefit this instrument is being executed and by every person not or hereafter claiming any right or security hereunder. That by acceptance of this instrument the party for whose benefit this instrument is being executed agrees to look solely to the premises hereby conveyed for the payoff thereof, by the enforcement of the lien hereby created, in the manner herein provided or by action to enforce the personal liability of the guarantor, if any, and not to the Trustee personally, for any liability and obligation created hereby.

Bank One, Illinois, NA as Trustee under the aforesaid Trust Agreement has, to the best of its knowledge, no independent knowledge and has not conducted and will not conduct any investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications or warranties, made, granted, extended or asserted whether expressly made or implied by any document to which this exculpation and the Trustee's signature is attached regardless of whether such issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications or warranties are contained herein, or formed a part of the consideration or inducement for the execution of this document to, or for the party whose benefit this instrument is being executed. Further, said Land Trustee hereby represents that, to the best of its knowledge, it does not now have, nor has it ever had, any use, possession, management or control rights or responsibilities with regard to the real property to which title is held by this Land Trust.

Trustee has affixed its exculpatory clause limiting the Trustee's liability under this document, and acceptance of this document by the party for whose benefit this instrument is being executed shall be deemed acceptance of the terms, conditions and provisions of this exculpatory provision.

Bank One, Illinois, NA

not personally, but as Trustee under Trust No. 1158-1128

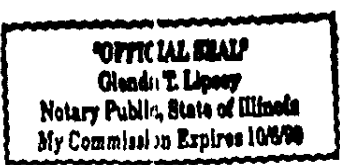
Attest: [Signature]
A.U.P.

By: [Signature]
CLIENT SERVICES OFFICER

State of Illinois
Cook County

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT the persons whose names are subscribed to the foregoing rider are personally known to me to be the duly authorized officers of Bank One, Illinois, NA, and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing and caused the Corporate Seal to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of July, 1997.



[Signature]
Notary Public

STATE OF ILLINOIS) SS
COUNTY OF _____)

I, _____, a notary public in and for the state and county aforesaid, do hereby certify that _____, and _____ appeared before me in person and acknowledged that (she/he/they) signed the foregoing instrument as (his/her/their) free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this _____ day of _____, 19____.

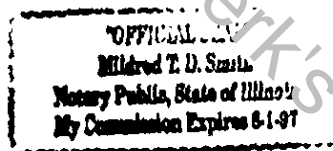
Notary Public

STATE OF ILLINOIS) SS
COUNTY OF 16)

I, Mildred T. Smith, a notary public in and for the state and county aforesaid, do hereby certify that Jeanne Rogers Luxem of Bank One, Illinois, NA, appeared before me in person and acknowledged that (she/he/they) signed the foregoing instrument as (his/her/their) free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 15th day of July, 1997.

Mildred T. Smith
Notary Public



RIDER A

1. Benefits of Act. The Mortgagee shall have the benefit of all of the provisions of the Illinois Mortgage Foreclosure Law [735 ILCS 5/15-1101 *et seq.*] (the "Act"), including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

2. Insurance. Wherever provision is made in the Mortgage for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of the Mortgagee, or to confer authority upon the Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of the Mortgagee shall continue in the Mortgagee as judgment creditor or mortgagee until confirmation of sale.

3. Protective Advances. All advances, disbursements and expenditures made or incurred by the Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by the Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:

(a) all advances by the Mortgagee in accordance with the terms of the Mortgage to: (i) preserve, maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (ii) preserve the lien of the Mortgage or the priority thereof; or (iii) enforce the Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Act;

(b) payments by the Mortgagee of: (i) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) real estate taxes and assessments, general and special and all other taxes and assessment of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (iii) other obligations authorized by the Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

(c) advances by the Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(d) attorneys' fees and other costs incurred: (i) in connection with the foreclosure of the Mortgage as referred to in Sections 15-1504(d)(2) and 15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of the Mortgage or arising from the interest of the Mortgagee hereunder; or (iii) in connection with the commencement, prosecution or defense of any other action related to the Mortgage or the Mortgaged Property;

(e) the Mortgagee's fees and cost, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Act;

(f) expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 15-1512 of the Act;

(g) expenses incurred and expenditures made by the Mortgagee for any one or more of the following: (i) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof deemed by the Mortgagee to be required to be paid; (ii) if the Mortgagor's interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by the Mortgagee whether or not the Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed by Subsection (c)(1) of Section 15-1704 of the Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments deemed by the Mortgagee to be required for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (vi) shares or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting

the Mortgaged Property; (vii) if the loan secured hereby is a construction loan, costs incurred by the Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (viii) payments deemed by the Mortgagee to be required pursuant to any lease or other agreement for occupancy of the Mortgaged Property; and (ix) if the Mortgage is insured, payments of FHA or private mortgage insurance required to keep such insurance in force.

All Protective Advances shall be so much additional indebtedness secured by the Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Interest Rate for Advances.

The Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Mortgage is recorded pursuant to Subsection (b)(5) of Section 15-1302 of the Act.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(a) determination of the amount of indebtedness secured by the Mortgage at any time;

(b) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purposes;

(c) if right of redemption has not been waived by the Mortgage, computation of amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 15-1603 of the Act;

(d) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act;

(e) application of income in the hands of any receiver or Mortgagee in possession; and

(f) computation of any deficiency judgment pursuant to Subsections (b)(2) and (3) of Sections 15-1508 and Section 15-1511 of the Act.

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4. Mortgagee in Possession. In addition to any provision of the Mortgage authorizing the Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, the Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or the Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in the Mortgage, all rights, powers, immunities, and duties as provided for in Sections 15-1702 and 15-1703 of the Act.

5. Waiver of Redemption. The Mortgagor acknowledges that the Mortgaged Property does not constitute agricultural real estate, as said term is defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act. Pursuant to Section 15-1601(b) of the Act, the Mortgagor hereby waives any and all right of redemption.

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EXHIBIT "A"

LEGAL DESCRIPTION:

UNIT NUMBER 207, IN THE CHIMNEYS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN THE CHIMNEYS, A CONSOLIDATION IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 89550724 AND AMENDED BY DOCUMENT 90254150, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS AND

PARCEL 1: UNIT NUMBER 557 "C" IN THE CHIMNEYS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN THE CHIMNEYS, A CONSOLIDATION IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 89550724 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF P-13, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID. RECORDED AS DOCUMENT 89550724 AND AMENDED BY DOCUMENT 89573571

PIN NUMBER: 05-21-322-049-1018 AND 05-21-322-049-1003

COMMON ADDRESS: 555 HILL TERRACE UNIT #207 -and-
555 HILL TERRACE UNIT C
WINNETKA, ILLINOIS, 60093

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