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DEFT-01 RECORDING

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73 CSC PURITY FECTIONS

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PIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment"), is made this 2nd day of 2017. 1997, by Ensaite National Trust. As Successor Trustee. Of Exchange Man, Of Chicago, not personally, but soley as trustee 11/1/80

P/T/A dated 6/9/92 and known as trust \$10-37955-09, ("Trustee"); Phillip Gross ("Grantor" & "Guarantor"); AND FIRST EAGLE NATIONAL BANK, a national banking association ("Leider").

- A. On July 2. 1992 Lender made a loan (the "Loan") to Trustee in the amount of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00). The Loan was evidenced by a promissory note ("Note") of Trustee, dated July 2, 1992, in the principal amount of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00).
- B. The Note is secured by a mortgage ("Mortgage"), dated __July 2.

 1992, and recorded as Document No. 92511692 in Cook County which was

 executed by __Trustee ______ in favor of Lender, and which created a

 first lien on the property ("Property") located at __126 W. Oak, Chicago.

 ______ Illinois, which is legally described on Exhibit "A" attached hereto

 and made apart hereof.

*LeSalle National Pank, successor trustee to LaSalle National Trust, N.A., successor trustee to LaSalle National Bank

BOX 333-CTT 3/

M:\LOAN DEP\GROSS.AMD

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- C. The Note is placed by in Assignment of Rents, dated July 2, 1992, and recorded as Document No. 92511693 in Cook County, which was executed by Trustee in favor of Lender.
- D. The Note is further secured by the Unlimited Continuing Guaranty of Payment ("Guaranty") of Phillip Gross.
- E. The Note is further secured by an Collateral Assignment of Beneficial Interest, Dated July 2, 1992, which was executed by Grantor in favor of Lender.
- F. Maker wishes to extend the Maturity Date of the Note to <u>January</u>

 2. 1998, Lender 125 agreed to extend the Maturity Date, subject to the following covenants, egreements, representations and warranties.

NOW THEREFORE, for and in consideration of the covenants, agreements, representations and warranties set forth herein, the parties hereto agree as follows:

- 1. Recitals. The recitals set forth above shall be incorporated herein, as if set forth in their entirety.
- 2. Interest Rate. Effective from July 18, 1997 through September 1, 1997 interest shall accrue at the default rate of 12.50%. Effective as of September 2, 1997 the Interest Rate of the Note small at 9.50% per annum. Commencing October 2, 1997, the monthly payment of principal and interest shall increase to \$1,246.39.
- 3. <u>Maturity Date</u>. The maturity date of the note shall be extended from July 2, 1997 to January 2, 1998.
- 4. <u>Modification of Documents</u>. The Hortgage, Guaranty and other Loan Documents are hereby modified to secure the obligations and liabilities evidenced by the Note, as hereby amended.

- 5. Restatement of Representations & Warranty. The undersigned hereby restate and reaffirm each and every representation, Warranty, covenant and agreement made by them in the Note, Mortgage, Assignment of Deposit Account, Guaranty and other Loan Documents.
- 6. <u>Defined Terms</u>. All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, Mortgage,

 Guaranty and other Loan documents.
- 7. Extension Fee. In consideration of Lender's agreement to Extend the Maturity date as aforesaid, Borrower, Trustee, and Grantor have agreed and shall pay Lender upon Borrower's execution hereof, an extension fee in the amount of SEVEN HUNDRED THIRTEEN & 28/100 DOLLAR (\$713.28).
- 8. <u>Documents Unmodified</u>. Except as modified hereby, the Note,

 Mortgage, Guaranty and other Low Documents shall remain unmodified and in

 *LaSalle National Bank, successor trustee to LaSalle National
 full force and effect. Trust, N.A., successor trustee to LaSalle National Bank,
- 9. Exculpation. This Pirst Amendment to Loan Documents is executed National National Dy Laboratoria Press, As Successor Trustee, Of Exchange/Bank Of Chicago, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and as far as Trustee is concerned, is payable only out of this property specifically described herein. No personal liability shall be asserted or be enforceable against Trustee, because or in respect of this Pirts Amendment, all such liability withrespect to Trustee being expressly waived. Trustee does not warrant, indemnify or defend title, nor is it responsible for any environmental damage.

TRUSTER, GRANTOR, AND GUARANTOR radify and confirm their obligations and liabilities under the note, mortgage, Assignment of Rents, Guaranty and other loan documents. THEY ACKNOWLEDGE no defenses, claims, metoffs against the enforcement by Lender of the Loan Documents, as hereby amended.

RUSTEE, AND GUARANTOR EACH consent to the modifications contained in irst Amendment to loan documents.

IN WITHESS WHEREOF, this First Amendment was executed by the

ndersigned as of the date and year first set forth above.

*LaSalle National Bank, successor trustee to LaSalle National Trust, N.A., succes

trustee to LaSalle National Bank, RUSTEE:

Salle-National-Trust, As Successor Trustee, Of Exchange Bank Of Chica ot personally, but soley as Trustee U/T/A dated 6/9/02 and known as Tr 10-37955-09 11/1/80

s: Assistant Secretary

RANTON & GUARANTOR:

ENDER:

irst **eagle national** bank

Coot Colling Clark's Office is instrument prepared by and ter recording should be returned to:

:helle Anderson ST EAGLE NATIONAL BANK O W. LAKE STREET over Park, IL. 60103

M: \LOAN DEP\GROSS.AMD



STATE OF ILLINOIS) SS Cook) COUNTY OF

I, the undersigned, a Notary Public in and for said County in the State eforesaid, DO HERRBY CERTIFY that Deborah Cerbon, personally known to me to be the Assistant Secretary of Tasalle National Trust N.A., not personally but as Trustee aforesaid, appeared before me this day and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth. *LaSalle National Bank, successor trustee to

Given under my hand and Official Seal this 2nd day of

September Rotary Print

OFFIC: 41, 5-41 HARRIET DES SHAFE W Character = 4 and

STATE OF ILLINOIS 23 COUNTY OF

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Phill Tross , appeared before me this day and acknowledged that she signed, sealed and crivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Official Seal this

OFFICIAL SEA MOTARY PUBLIC, STATE OF BLINGS MY COMMISSION EXPRIES : 04/11/01 Million Market M

STATE OF ILLINOIS

COUNTY OF BUTAGE

I, the undersigned, a Notary Public in and for said County in the Sate aforesaid, in the Christopher Jordan Vice President of FIRST FROME WATER LAND. It is signed, sealed and delivered said instrument as her "Buses and purposes therein set forth" DO HEREBY CERTIFY that Christopher Jordan Vice President of PIRST EAGLE MATICAL MARK, a national banking association, appeared before we this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of

\$

Exhibit "A"

LEGAL DESCRIPTION

Located in Cook County, State of Illinois:

UNIT 126 IN LASALLE OAK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE SOUTH 43/2/5 PEET OF LOTS 10 AND 11 IN BLOCK 14 (EXCEPT THAT PART OF LOTS 10 AND 12 AFORESAID LYING BETWEEN THE EAST LINE OF NORTH LASALLE STREET AND A LINE 14 FEET EASTOF AND PARALLEL WITH THE EAST LINE OF NORTH LASALLE STREET) IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4 TOWNSHIP 39 NORTH, RANGE 14 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK, COUNTY, ILLINOIS:

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24623028 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

204 COUP. The Real Property or its address commonly known as: Clark's Office

126 W. Oak, Chicago, IL. 60610

The Real Property Tax Identification Number: 17-04-422-030-1003