

This Document Prepared  
by and After Recording  
Return to:

Mark J. Nora, Esq.  
Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601

*This space reserved for Recorder's use only.*

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

This AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT ("Amendment") is made as of August 23, 1997 by and between FINANCIAL INVESTMENTS CORPORATION, an Illinois corporation ("Mortgagor"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to Bank of America Illinois, successor to Continental Bank, an Illinois banking corporation (with its principal office located at 231 South LaSalle Street, Chicago, Illinois) ("Lender").

**RECITALS**

WHEREAS, Mortgagor is the owner and holder of fee simple title in and to all of the land (the "Real Estate") described in Exhibit "A" attached hereto, together with all buildings and other improvements and fixtures situated thereon, and certain equipment and personal property located thereon or thereat. (All the foregoing, together with certain other buildings, structures, improvements, tenements, fixtures, easements, mineral, oil and gas rights, water rights, appurtenances thereunto belonging, title or reversion in any parcels, strips, streets and alleys, adjoining the Real Estate, and any privileges, licenses, and franchises pertaining thereunto, all of the foregoing now or hereafter acquired, all leasehold estates and all rents, issues, and profits thereof, for so long and during all such times as Mortgagor, its successors and assigns may be entitled thereto (which are pledged primarily and on a parity with the Real Estate and not secondarily), an all apparatus, equipment or articles now or hereafter located on the Real Estate used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, and any other apparatus, equipment or articles used in the operation of the Real Estate, including all additions, substitutions and replacements thereof is referred to collectively herein as the "Property").

7514479 D1 PCB all

88

UNOFFICIAL COPY

Property of Cook County Clerk's Office

12-1-2014

WHEREAS, Mortgagor is indebted to Lender in the principal sum of TWO HUNDRED FORTY THOUSAND AND 00/100ths DOLLARS (\$240,000.00), which indebtedness is evidenced by the Mortgage Note ("Note") dated August 23, 1994 and payable to Lender.

WHEREAS, to secure (among other things) the obligations of Mortgagor under the Note, including the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all charges provided therein and all other sums advanced to protect Lender's security appertaining thereto, Mortgagor has executed and delivered, or caused to be executed and delivered, a certain Mortgage, Assignment of Lease and Rents and Security Agreement dated August 23, 1994, and recorded with the Cook County Recorder of Deeds as Document Number 94788187 (and subsequently rerecorded with the Cook County Recorder of Deeds as Document Number 94914046 ("Mortgage") pursuant to which Mortgagor has granted to Lender an interest in the Property as provided in the Mortgage. Mortgagor has also heretofore executed and delivered to Lender the following: (i) Loan Agreement, and (ii) Guaranty ("Guaranty") each dated August 23, 1994. (collectively, the Loan Agreement, the Mortgage Note, the Mortgage, and Guaranty, and the other documents evidencing and securing the Loan are sometimes referred to herein as the "Loan Documents").

WHEREAS, Mortgagor and Lender are entering this Amendment to (among other things) extend the Maturity Date of the Note to August 24, 2000.

NOW THEREFORE, in consideration of the Premises and the mutual promises and undertakings set out herein, and in consideration of the execution and delivery of this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Mortgagor and Lender agree as follows:

1.

1.1 **Reaffirmation of Grant of Security Interest.** Mortgagor expressly acknowledges and agrees that all collateral, security interests, liens and pledges heretofore, under this Amendment or hereafter granted to Lender including, without limitation, such collateral, security interests, liens and pledges with respect to the Property granted under the Mortgage and all documents executed in connection therewith or referred to or incorporated therein, extend to and cover all of the Mortgagor's obligations to Lender, now existing or hereafter arising including, without limitation, those arising in connection with the Mortgage, as amended by this Amendment, upon the terms set forth in such agreements, all of which security interests, liens and pledges are hereby ratified, reaffirmed, confirmed and approved.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2. **CONDITIONS.**

Lender must receive the following items, in form and content acceptable to the Lender, before it is required to extend any credit to Mortgagor under this Amendment:

2.1 **Evidence of Priority.** Evidence that security interests and liens with respect to the Property in favor of Lender are valid, enforceable, and prior to all others' rights and interests, except those Lender consents to in writing.

2.2 **Title Insurance.** An ALTA lender's title insurance policy from a title insurance company acceptable to Lender (or endorsement to Chicago Title Insurance Policy No. 1401 007514479 DP), for at least \$240,000.00, insuring Lender's first priority interest in the real property collateral, with such other endorsements as Lender shall require.

2.3 **Authorizations.** Evidence that the execution, delivery and performance by the Mortgagor of this Amendment and any instrument or agreement required under this Amendment have been duly authorized.

2.4 **Good Standing.** Certificates of good standing for Financial Investments Corporation from the Illinois Secretary of State and any other state in which it is required to qualify to conduct its business.

3. **MISCELLANEOUS.**

3.1 **Limited Nature of Amendments.** The parties hereto acknowledge and agree that the terms and provisions of this Amendment amend, add to and constitute a part of the Mortgage. Except as expressly modified and amended by the terms of this Amendment, all of the other terms and conditions of the Mortgage and all documents executed in connection therewith or referred to or incorporated therein remain in full force and effect and are hereby ratified, reaffirmed, confirmed and approved.

3.2 **Conflict.** If there is an express conflict between the terms of this Amendment and the terms of the Mortgage, or any of the other agreements or documents executed in connection therewith or referred to or incorporated therein, the terms of this Amendment shall govern and control.

3.3 **Counterparts.** This Amendment may be executed in one or more counterparts, and by different parties on separate counterparts each of which, when so executed, shall be deemed to be an original but all such counterparts constitute but one and the same agreement.

3.4 **Representations and Warranties.** Mortgagor represents and warrants to Lender as follows: (A) Mortgagor have all necessary power and authority to execute and deliver this Amendment and perform Mortgagor's obligations hereunder; (B) this Amendment is Mortgagor's

UNOFFICIAL COPY

Property of Cook County Clerk's Office

legal, valid and binding agreement and is enforceable against Mortgagor in accordance with its terms; and (C) all of Mortgagor's representations and warranties contained in the Mortgage, as amended by this Amendment, and all other agreements, instruments and other writings relating thereto are true and complete as of the date hereof.

3.5 **Governing Law.** This Amendment and questions arising under this Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

3.6 **Assigns.** The Mortgage, as amended by this Amendment, shall be binding upon and inure to the benefit of Lender's respective successors and assigns. Mortgagor may not assign its rights under the Mortgage, as amended by this Amendment.

3.7 **Consent to Jurisdiction.** To induce Lender to accept this Amendment, Mortgagor irrevocably agree that subject to Lender's sole and absolute election, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF, FROM OR RELATED TO THIS AMENDMENT WILL BE LITIGATED IN COURTS HAVING SITUS WITHIN CHICAGO, ILLINOIS. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO MORTGAGOR AT THE ADDRESS STATED IN THE MORTGAGE AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

3.8 **Severability; Waivers.** If any part of this Amendment is not enforceable, the rest of the Amendment may be enforced. Lender retains all rights, even if it makes a loan after default. If Lender waives a default, it may enforce a later default. Any consent or waiver under this Amendment must be in writing.

3.9 **Expenses.** Mortgagor agrees to reimburse Lender upon demand, whether or not any loan is made under the Loan Documents, as amended, for all expenses and reasonable attorneys' fees, including any allocated costs of in-house counsel, incurred by Lender in (a) the preparation, negotiation and execution of this Amendment; (b) enforcing Mortgagor's obligations under the Mortgage, as amended, any note or any other document delivered in connection with the Loan Documents, as amended; and (c) participating in any proceeding (whether instituted by Lender, Mortgagor or any other person and whether in bankruptcy or otherwise) or responding to any claim in any way relating to this Amendment or the Loan Documents, as amended, the Note or any documents delivered in connection with this Amendment. Mortgagor further agrees to pay, and save Lender harmless from all liability for, any stamp or other taxes which may be payable with respect to the execution or delivery of this Amendment or the issuance of the Note, or any amendment thereto, which obligations will survive any termination of this Amendment.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment in Chicago, Illinois, on the day and year first above written.

MORTGAGOR:  
FINANCIAL INVESTMENTS  
CORPORATION, an Illinois  
corporation

By: [Signature]  
Name: RICHARD D MICHAEL  
Its: PRESIDENT

ASIG. VER. RIVER PLAZA 2 EAST  
 In-Person 405 N. WABASH AVE  
 Bank Records CHICAGO IL 60611  
 Other [Signature]  
BY: [Signature]

BANK OF AMERICA NATIONAL  
TRUST AND SAVINGS  
ASSOCIATION, successor by merger to  
Bank of America Illinois, successor to  
Continental Bank

By: [Signature]  
Title: [Signature]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

State of Illinois )  
                                  )  
County of Cook    )

On the 8<sup>th</sup> day of September 1997, before me appeared Richard D. Michaels  
President of Financial Investments Corporation, to me personally known to be the person whose  
name is subscribed to this instrument, and such person acknowledged that (s)he (i) executed the  
same as an officer of Financial Investments Corporation for the purposes therein contained, and  
(ii) executed this instrument as the free and voluntary act and deed of Financial Investments  
Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Official Seal)



George S. Callaghan  
Notary Public

My Commission Expires: 8-25-98

UNOFFICIAL COPY

Property of Cook County Clerk's Office

State of Illinois )  
County of Cook )

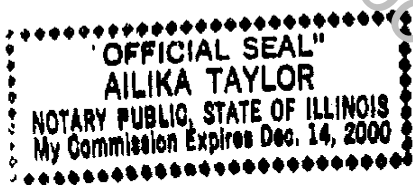
On the 8<sup>th</sup> day of Sept. 1997, before me appeared R. D. Fitzgerald,  
Vice President, Bank of America National Trust and Savings Association, successor by  
merger to Bank of America Illinois, successor to Continental Bank, to me personally known to  
be the person whose name is subscribed to this instrument, and such person acknowledged that  
(s)he (i) executed the same as an officer of Bank of America National Trust and Savings  
Association, successor by merger to Bank of America Illinois, successor to Continental Bank,  
for the purposes therein contained, and (ii) executed this instrument as the free and voluntary  
act and deed of Bank of America National Trust and Savings Association, successor by merger  
to Bank of America Illinois, successor to Continental Bank.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Official Seal)

Ailika Taylor  
Notary Public

My Commission Expires: 12/14/2000



UNOFFICIAL COPY

Property of Cook County Clerk's Office

94736172

EXHIBIT A

LEGAL DESCRIPTION

Street Address:	405 North Wabash, Unit 4409
City:	Chicago
County:	Cook
Tax Number:	<del>17-10-132-002, 17-10-132-003, 17-10-132-004, 17-10-132-005, 17-10-132-008, 17-10-132-009, 17-10-132-010, and 17-10-132-011</del> 17-10-132-037-1596

Legal Description:

Parcel 1:

Unit 4409 in the River Plaza Condominium, As Delineated on a Survey of the Following Described Real Estate:

Lots 3, 5, 8, 15, 16, 17, 19, 20, 22, 31 to 39, Both Inclusive, Lots 41 and Lots 44 to 48, Both Inclusive, in River Plaza Resubdivision of Land, Property, and Space of Lots 1 to 12 and Vacated Alley in Block 5 in Kinzie's Addition to Chicago in the Northwest 1/4 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois; Which Survey is Attached as Exhibit "B" to the Declaration of Condominium Recorded as Document Number 94758753 Together With its Undivided Percentage Interest in the Common Elements.

Parcel 2:

Easement for the Benefit of Parcel 1 for Ingress, Egress, Use and Enjoyment of the Property as set Forth in the River Plaza Declaration of Covenants, Conditions Restrictions, and Easements Recorded as Document Number 94758750.

UNOFFICIAL COPY

Property of Cook County Clerk's Office