

Amendment to Mortgage and Security Agreement and Assignment of Rents

This Amendment to Mortgage and Security Agreement and Assignment of Rents ("Amendment") is made and entered into by Finan\$co Associates, Ltd., an Illinois corporation (sometimes hereinafter the "Mortgagor") in favor of Bank of Northern Illinois, N.A. (the "Bank"), as of October 9, 1997.

RECITALS

WHEREAS, Finan\$co Associates, Ltd. executed a certain Term Note dated October 9, 1996 (together with any renewals, modifications, or extensions thereof, the "Note"), in the principal amount of \$142,000.00 payable to the order of the Bank to evidence a loan in said sum.

WHEREAS, the Mortgagor, to secure repayment of the Note and all renewals, extensions, or modifications thereof, executed and delivered to the Bank a Mortgage and Security Agreement (together with any extensions or modifications thereof, the "Mortgage"), dated October 9, 1996 and recorded in the office of the Cook County, Illinois Recorder of Deeds as document number 98807498 pursuant to which the Mortgagor did mortgage, grant, warrant and convey to the Bank the premises legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

WHEREAS, as further and additional security to the Mortgage and the Note, the Mortgagor executed an Assignment of Rents ("Assignment of Rents") upon the Property in favor of the Bank dated October 9, 1996, which was recorded in the office of the Cook County, Illinois Recorder of Deeds as document number 98807499.

WHEREAS, the Bank has agreed to amend the loan evidenced by the Note and secured by the Mortgage and Security Agreement and Assignment of Rents, provided the Mortgagor executes this Amendment and any further documents as the Bank may require to document the amended terms of the aforesaid loan.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency whereof are hereby mutually and reciprocally acknowledged, it is hereby agreed and covenanted as follows:

1. Incorporation of Recitals. All of the foregoing recitals are incorporated herein by reference.

2. Amendment to Mortgage and Security Agreement and Assignment of Rents. The Mortgage and Security Agreement and Assignment of Rents are hereby amended to provide that they shall stand not only as security for the debt evidenced by the Note, but as such Note is amended by a certain First Amendment to Note of even date herewith executed by Finan\$co Associates, Ltd. in favor of the Bank wherein, among other amendments, the maturity date of the Note was extended to October 9, 1998. The Mortgagor hereby confirms that to the extent the Mortgage and Security Agreement and Assignment of Rents, or any extension or amendment thereof, was executed or dated prior to the date of the Note, or was originally given to pledge the property described therein to secure other debts in addition to that evidenced by the Note or to secure the debts generally of Mortgagor and/or the Note maker to the Bank, the property described in the Mortgage and Security Agreement and Assignment of Rents was given and hereby stands as security for the debt evidenced by the Note, and all renewals, extensions and modifications thereof, on the terms specified in the Mortgage and Security Agreement and Assignment of Rents and any amendments thereto.

3. Acknowledgement of Amount. The Mortgagor acknowledges that the unpaid principal balance under the Note (exclusive of interest, expenses and fees) as of the date hereof is \$142,000.00.

4. Hypothecation. In the event that one or more of the Mortgagor is/are not the same person or entity as the borrower under the Note, the Mortgagor agrees that the Property shall stand as security for the debt evidenced by the Note and all renewals, modifications or extensions thereof, including without limitation the Note amendment described in paragraph 2, as if the undersigned had duly assigned, released, transferred and delivered the Property to Finan\$co Associates, Ltd., who with full ownership thereof, had pledged said Property to secure said debt upon the terms herein stated and as otherwise provided by law.

5. No Implied Amendments. Except as expressly modified hereby, all of the terms and conditions of the Mortgage and Security Agreement and Assignment of Rents shall remain unchanged and in full force and effect, and any other pledge of the Property to secure any other obligations or debt under the Mortgage shall remain unaffected hereby.

6. Reaffirmation. Mortgagor hereby incorporates by reference herein and restates as of the date hereof, all of the representations, warranties, statements, undertakings, covenants, agreements, obligations, and indemnities (the "Undertakings"), of the Mortgagor contained in the Mortgage and Security Agreement and Assignment of Rents or in any other instrument related thereto which has been submitted to the Bank, and affirms that all such Undertakings are currently in full force and effect and shall remain continuously applicable to the transactions to which the Mortgage and Security Agreement and Assignment of Rents relates until all of the Mortgagor's and/or the Note maker's obligations and liabilities to the Bank are completely satisfied.

7. Waiver. Mortgagor acknowledges and agrees that as of the date hereof, the Mortgage and Security Agreement and Assignment of Rents is/are good, valid and enforceable and free of all defenses whatsoever, known or unknown, whether in law or in equity, and constitute(s) the legally binding obligations of the Mortgagor to the Bank. No event or act has occurred which might or could impair the enforceability thereof or result in the discharge of the Mortgagor thereunder or under any pledge, agreement, promise, covenant, or any undertaking whatsoever which the Mortgagor has made or given to the Bank. The Mortgagor waives and releases any causes of action it might have or claim to have against the Bank arising out of or in any way related to the execution and enforcement of the Mortgage and Security Agreement and Assignment of Rents or the transactions to which it/they relate(s).

To the extent permitted under law, the Mortgagor further waives and releases: all rights and benefits under and by virtue of the homestead exemption laws, moratorium laws and other laws limiting the enforcement of the Mortgage, as amended; all rights of redemption under any judgement of foreclosure of the Mortgage; any redemption rights granted by law on behalf of the Mortgagor, any trust estate and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the property pledged by the Mortgage as of or subsequent to the date of the Mortgage; the benefit of all appraisal, valuation, stay or extension laws; any reinstatement rights now or hereafter in force under applicable law; and all rights of marshalling in the event of any sale of the mortgaged property or any part thereof or any interest therein; all whether statutory or otherwise.

8. Affirmance of Mortgage and Security Agreement and Assignment of Rents. The Mortgage and Security Agreement and Assignment of Rents continue(s) to be a valid and subsisting lien(s) upon the Property, which is free and clear of all other liens and encumbrances except those in favor of the Bank or those which have been expressly permitted by the Bank, if any.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument as of the date first written above.

Handwritten: A0016481 02

Handwritten: 13 pages + 1 page

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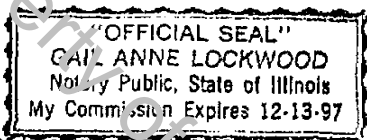
FinanSCO Associates, Ltd.

By: Mort Jatar
 Its: PRESIDENT
 Attest: Ileana Tatar
 Its: Secy - Treas.

STATE OF ILLINOIS)
) SS.
 COUNTY OF Cook)

Mort Jatar, Gail Anne Lockwood, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mort Jatar personally known to me to be the President of FinanSCO Associates, Ltd., a corporation, and Ileana Tatar personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation and caused the corporate seal of said corporation 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 and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 21 day of October, 1997



Gail Anne Lockwood
 NOTARY PUBLIC

COMMISSION EXPIRES:
12-13-97

This document prepared by and to be returned to after recording:

Bank of Northern Illinois, N.A.
 Commercial Loan Department
 1313 Delany Road
 Gurnee, Illinois 60031

BOX 333-CTI

Open Cook County Clerk's Office

UNOFFICIAL COPY 97842476

EXHIBIT A
TO THE AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS
LEGAL DESCRIPTION OF PREMISES

Lot 257 in Centex Industrial Park, Unit No. 143, Being A Resubdivision of Lot 226 in Centex Industrial Park Unit No. 119, Being a Subdivision in Section 34, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Tax Key #08-34-100-032-0000

Property Address: 1495 Tonne Blvd., Elk Grove

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