

**AMENDMENT TO  
MORTGAGE AND  
ASSIGNMENT OF RENTS**

# 6197-46208

Space Above This Line For Recording Date

This AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS (hereinafter referred to as this "Amendment") is made as of September 28, 1997 by and between First Bank, formerly known as Boulevard Bank, as Trustee under Trust dated November 26, 1986 and known as Trust Number 8709 ("Mortgagor") and Pioneer Bank and Trust Company n/k/a Banco Popular, Illinois ("Mortgagee"). All capitalized terms which are not defined hereunder shall have the same meanings herein as set forth in the Mortgage (as defined below).

**WITNESSETH:**

WHEREAS, Mortgagor conveyed to Mortgagee a mortgage lien in the real estate in Cook County, Illinois described in Exhibit A attached hereto and made a part hereof (the "Real Estate") pursuant to a mortgage dated August 30, 1993 and recorded with the Cook County Recorder of Deeds on September 17, 1993 as Document No. 93745950 (the "Mortgage"); and

WHEREAS Mortgagor also executed that certain Assignment of Leases, Rents and Profits dated August 30, 1993, made by Mortgagor, as Assignor, to Lender, as Assignee, and also executed by Pasquale Gianni and Rosa Gianni, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on September 17, 1993 as Document No. 93745951 (hereinafter referred to as the "Assignment of Rents").

WHEREAS, such Mortgage and Assignment of Rents were executed and delivered as security for that certain Mortgage Note dated August 30, 1993 in the original principal amount of \$250,000.00 executed by Mortgagor; and

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WHEREAS, Mortgagor and Mortgagee have agreed to amend the Mortgage and Assignment of Rents to provide that said Mortgage and Assignment of Rents would also secure and be security for (i) that certain Secured Revolving Credit Note executed by Gianni Incorporated dated February 28, 1997 payable to the order of Lender in the original maximum principal amount of \$1,300,000.00 evidencing a line of credit in said maximum amount as an extension and increase of the original line of credit dated August 30, 1993; and (ii) that certain Secured Promissory Note executed by Gianni Incorporated dated August 30, 1993 payable to the order of Lender in the original principal amount of \$200,000.00; and

WHEREAS, Mortgagee is unwilling to so modify the Secured Revolving Credit Note and increase the maximum principal amount of the Line of Credit without this Amendment.

NOW THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. **AFFIRMATION OF RECITALS**: The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **AMENDMENT OF THE MORTGAGE**. The Mortgage is hereby amended as follows:

2.1 The Mortgage, as amended, shall secure all obligations to Lender under and pursuant to the following Notes:

(a) that certain Mortgage Note dated August 30, 1993 in the original principal amount of \$250,000.00 executed by Mortgagor; and

(b) that certain Secured Revolving Credit Note executed by Gianni Incorporated dated February 28, 1997 payable to the order of Lender in the maximum principal amount of \$1,300,000.00 evidencing a line of credit in said maximum amount as an extension and increase of the original line of credit dated August 30, 1993; and

(c) that certain Secured Promissory Note executed by Gianni Incorporated dated August 30, 1993 payable to the order of Lender in the original principal amount of \$200,000.00

2.2 All references in the Mortgage to Pioneer Bank & Trust Company are hereby deleted and substituted in lieu thereof are corresponding references to Banco Popular, Illinois.

2.3 Except as specifically set forth to the contrary hereinabove, the Mortgage remains

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*unmodified and in full force and effect.*

3. **AMENDMENT OF ASSIGNMENT OF RENTS.** The Assignment of Rents is hereby amended as follows:

3.1 All references therein to the Mortgage shall be deemed to be references to the Mortgage as modified hereby.

3.2 All references therein to the Loan Documents shall be deemed to be references to such Loan Documents as respectively modified hereby.

3.3 All references in the Assignment of Rents to the debt or obligations which are secured by said instrument shall be deemed to be references to the debt and obligations evidenced by the Notes described in Section 2.1 hereof.

3.4 All references in the Assignment of Rents to Pioneer Bank & Trust Company are hereby deleted and substituted in lieu thereof are corresponding references to Banco Popular, Illinois.

3.5 Except as specifically set forth to the contrary hereinabove, the Assignment of Rents remains *unmodified and in full force and effect.*

4. **RELATION BACK.** This Amendment constitutes an amendment to the Mortgage only and shall not be deemed to constitute a new security interest or lien or otherwise effect the priority of the mortgage lien granted by the Mortgage. Except as specifically set forth herein, the Mortgage as recorded shall retain its priority position and shall remain in full force and effect and its provisions shall continue to be binding on the parties hereto.

5. **COUNTERPARTS.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. **ADDITIONAL PROVISIONS.** This Amendment shall be effective only upon:

(a) Payment by Mortgagor to Mortgagee, immediately upon the submission of bills and invoices therefor, of all amounts incurred by or on behalf of Mortgagee for attorneys' fees, recording expenses, and all other costs incurred or to be incurred by or on behalf of Mortgagee

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by reason of the matters specified herein and the preparation of this Amendment and all other documents necessary and required to effectuate the provisions hereof, including, without limitation, all costs and expenses with respect to compliance by the Mortgagor with the terms and conditions hereof and Mortgagee's enforcement thereof.

(b) The recording of a counterpart of this Amendment to Mortgage in the Recorder's Office.

7. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

8. **RATIFICATION; AUTHORITY.** Except as herein amended, the Mortgage shall remain in full force and effect, and all of the terms and provisions of the Mortgage, as herein amended, are hereby ratified and reaffirmed. Mortgagor represents to Lender that there is no other ownership interest, mortgage lien, trust deed, or other interest, now outstanding against the Mortgaged Property, other than the lien of the Mortgage; and that the lien of the Mortgage is previously subsisting and, as herein amended, has been, is and shall remain a valid first, prior and paramount lien on the Mortgaged Property, as described on Exhibit A attached hereto, enjoying the same or superior priority with respect to other claims upon the Mortgaged Property as prevailed prior to the execution of this Agreement. Mortgagor has duly authorized, executed and delivered this Agreement, and acknowledges that the Loan Documents are valid and enforceable in accordance with their terms against Mortgagee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.

AMERICAN NATIONAL BANK &  
TRUST COMPANY OF CHICAGO  
AS SUCCESSOR LAND TRUSTEE TO  
FIRST BANK NATIONAL ASSOCIATION

ATTEST:

By:   
Title: ASSISTANT SECRETARY

**MORTGAGOR:**

First Bank, not personally but as Trustee under Trust Agreement dated November 26, 1986, and known as Trust Number 8709

By:   
Title: TRUST OFFICER

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**MORTGAGEE:**

**PIONEER BANK & TRUST COMPANY n/k/a BANCO POPULAR, ILLINOIS**

By: [Handwritten Signature]  
Title: [Handwritten Title]

This Document Prepared By  
and Return To:

Banco Popular, Illinois  
4000 W. North Avenue  
Chicago, Illinois 60632

**ACKNOWLEDGMENT**

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1997, before me, a Notary Public in and for said County and State, appeared \_\_\_\_\_, to me known to be the person who subscribed the name of PIONEER BANK & TRUST COMPANY n/k/a BANCO POPULAR, ILLINOIS, an Illinois state banking association, to the foregoing instrument as its \_\_\_\_\_ who, being by me duly sworn, did state that he/she is the \_\_\_\_\_ of said state banking association and that said instrument was signed and delivered by him/her on behalf of said state banking association by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged to me that he/she executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as the free and voluntary act and deed of said state banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
  
\_\_\_\_\_

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STATE OF ILLINOIS )  
COUNTY OF COOK )

\* AMERICAN NATIONAL BANK &  
TRUST COMPANY OF CHICAGO  
AS SUCCESSOR LAND TRUSTEE TO  
FIRST BANK NATIONAL ASSOCIATION

I, Brian T. Hosey, a Notary Public, in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY THAT EILEEN F. NEARY, as Land Trust Officer of First Bank, who is personally  
known to me to be the same person whose name is subscribed to the foregoing instrument as such  
officer, appeared before me this day in person and acknowledged that he/she signed and delivered the  
said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank,  
not personally, but a Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this NOV 06 1997 day of \_\_\_\_\_

Brian T. Hosey  
Notary Public

My Commission Expires:

\_\_\_\_\_



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**EXHIBIT "A"**  
**THE MORTGAGED PROPERTY**

**LEGAL DESCRIPTION**

THE WEST 5 FEET OF LOT 3 AND ALL OF LOTS 3 THROUGH 18, BOTH INCLUSIVE, IN ADAM SCHAAF SOUTH SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE EAST 33 FEET THEREOF IN COOK COUNTY, ILLINOIS

Common Address of Property:

4615 W. Roosevelt Road, Cicero, Illinois 60650

Permanent Tax Identification Number:

16-22-101-007	16-22-101-008
16-22-101-009	16-22-101-010
16-22-101-011	16-22-101-012
16-22-101-013	16-22-101-014
16-22-101-015	