

# UNOFFICIAL COPY

NAB Loan Nos. 70904 and 55491-01

Accompanied  
9/6/13/24 uR  
PAGE

**NAB BANK  
FIRST AMENDMENT TO  
COMMERCIAL MORTGAGE AND  
ASSIGNMENT OF LEASES AND RENTS  
(Diversey Property)**

97071927

**THIS FIRST AMENDMENT TO COMMERCIAL MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS** (*this "Amendment"*) is made as of January 30, 1997 by and between **ALEX DANA** ("*Mortgagor*"), whose address is 11 Kingston Drive, Oak Brook, Illinois 60521 in favor of **NAB BANK** whose address is 222 West Cermak Road, Chicago, Illinois 60616 ("*Mortgagee*") and has reference to the following facts and circumstances:

**WHEREAS**, on November 20, 1996, Mortgagor executed and delivered to Mortgagee a Secured Note in the original principal amount of Seven Hundred Eighty Five Thousand and no/00 Dollars (\$785,000.00) (*the "Mortgage Note"*);

**WHEREAS**, to secure the repayment of the Note, Mortgagor executed and delivered the following to Mortgagee:

- (a) its Commercial Mortgage dated November 20, 1996 covering the Mortgaged Property described on Exhibit A hereto which was recorded in the Office of the Cook County Recorder of Deeds as document No. 96889104 (*the "Mortgage"*);
- (b) its Assignment of Leases and Rents dated November 20, 1996 covering the Mortgaged Property which was recorded in the Office of the Cook County Recorder of Deeds as document No. 96889105 (*the "Assignment"*);

DEPT-01 RECORDING \$31.00  
 T#0012 TRAN 3903 01/31/97 14:55:00  
 #7102 + CG \*-97-071927  
 COOK COUNTY RECORDER

31  
20  
17

Prepared by and after recording return to:

Thomas G. Jaros  
Levenfeld Eisenberg Janger & Glusberg  
33 West Monroe  
21st Floor  
Chicago, IL 60603

Property Common Address:

1419 West Diversey Parkway  
Chicago, Illinois 60614

PN(s): 14-29-302-020-0000  
14-29-302-054-0000

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**BOX 333-CTI**

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WHEREAS, on January 30, 1997, UNA FAMIGLIA, INC., an Illinois corporation ("UFI") executed and delivered to Mortgagee its Revolving Line of Credit Secured Note/Adjustable Rate in the amount of Three Hundred Fifty Thousand and no/100ths Dollars (350,000.00) (the "Line of Credit Note") which is secured by, among other things, security interests, liens and pledges relating to UFI's assets as more specifically described in that certain Loan and Security Agreement of even date herewith between UFI and Bank (the "UFI Loan Agreement");

WHEREAS, Mortgagee is the sole shareholder of UFI and has executed and delivered to Mortgagor his personal guaranty (the "Guaranty") of all amounts loaned to UFI, including the Line of Credit Note and all other amounts advanced pursuant to the UFI Loan Agreement;

WHEREAS, Mortgagor desires to further secure the repayment of the Line of Credit Note by extending the lien interests granted to Mortgagee in the Mortgage and Assignment so as to provide that such also secures the repayment of the Line of Credit Note;

WHEREAS, Mortgagee and Mortgagor now desire to amend the Mortgage and the Assignment in order to, among other things, redefine the term "Liabilities" contained in each of those agreements so as to also include the Line of Credit Note (and any extensions, renewals, replacements or substitutions thereof) in addition to the liabilities already described therein and secured thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The recitals above are true and correct as of the date hereof and constitute a part of this Amendment.
2. The term "Liabilities", as used in the Mortgage and the Assignment, is hereby amended and redefined to add as an additional liability secured thereby the Line of Credit Note and all extensions, substitutions, replacements and/or renewals thereof. Additionally, the Mortgage is amended to read that the total amount of Liabilities, including loan proceeds disbursed plus any additional charges provided for hereunder, shall not exceed twice the aggregate original principal amount of the Mortgage Note and the Line of Credit Note.
3. The Line of Credit Note is a "revolving credit" loan as defined in 815 ILCS 205/4.1. The Mortgage and the Assignment secure not only the indebtedness under the Line of Credit Note existing on the date of this Amendment, but also all future advances under the Line of Credit Note, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date of this Amendment, to the same extent as if such future advances were made on the date of the execution of this

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Amendment, even though there may be no advance under the Line of Credit Note made at the time of the execution of this Amendment and even though there may be no indebtedness outstanding under the Line of Credit Note at the time any advance is made.

4. The Mortgage Note, the Mortgage and the Assignment (*along with all other agreements of Mortgagor executed in connection therewith*) have been cross-collateralized and cross-defaulted with the Line of Credit Note and the UFI Loan Agreement (*along with all other agreements of UFI and/or Mortgagor executed in connection therewith*) pursuant to the terms of that certain Cross-Collateralization, Cross-Default and Collateral Pledge Agreement dated of even date herewith between, among others, Mortgagor, UFI and Mortgagee, the terms of which are incorporated herein by reference.

5. The Mortgage and Assignment, as amended hereby, are hereby affirmed, confirmed and ratified and remain in full force and effect. The Mortgage and Assignment continue to secure the repayment of the Liabilities, as such term is redefined hereby. Mortgagor acknowledges that it knows of no defense(s) to the enforcement of the Mortgage or the Assignment by virtue of the execution of this Amendment or otherwise and Mortgagor waives any such defense to the extent they do exist.

6. Any term capitalized herein but not specifically defined or amended shall have the definition attached to such term in the Mortgage or the Assignment, as appropriate given the circumstances.

7. The terms and provisions of the Mortgage and the Assignment not specifically modified hereby shall remain in full force and effect until the Liabilities (*as redefined herein*) are paid in full and such terms and provisions shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Mortgage and Assignment are incorporated herein by reference as if fully stated herein. Mortgagor hereby confirms each and every one of its obligations under the Mortgage and the Assignment. In the instance that the terms of this Amendment conflict with the terms of the Mortgage or the Assignment, then the terms of this Amendment shall control.

8. Mortgagor hereby certifies, represents and warrants to Mortgagee that all certifications, representations and warranties made by Mortgagor to Mortgagee in or in connection with the Mortgage and the Assignment were true in all material respects as of the date of such agreements and are true in all material respects on and as of the date hereof as if made on and as of the date hereof.

9. This Amendment shall be governed and controlled by the laws of the State of Illinois.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

**MORTGAGOR:**

  
\_\_\_\_\_  
**ALEX DANA**

**MORTGAGEE:  
NAB BANK**

By:   
\_\_\_\_\_  
Name: Douglas W. Dancer  
Title: Vice President

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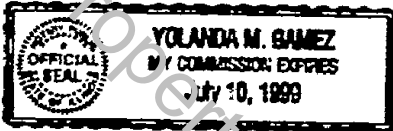


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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALEX DANA personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged before me that she signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 27<sup>th</sup> day of January, 1997.



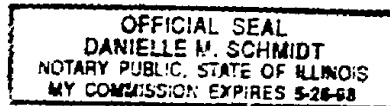
*Yolanda M. Gamez*  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DOUGLAS W. DANCER, a VICE PRESIDENT of NAB BANK, personally known to me to be the same persons whose name is subscribed to the foregoing Amendment, appeared before me this day in person, and acknowledged before me that he signed and delivered the said Amendment as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 27<sup>th</sup> day of January, 1997.

*Danielle M. Schmidt*  
Notary Public



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## EXHIBIT A

LOTS 3, 4, 5 AND THE WEST 17 FEET OF LOT 6 IN LENBECKE'S SUBDIVISION OF LOT 5 IN BLOCK 45 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN(S): 14-29-302-020-0000  
14-29-302-054-0000

COMMON ADDRESS: 1419 W. Diversey Parkway  
Chicago, Illinois 60614

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- 6 -

NAB Bank  
First Amendment to Commercial Mortgage  
and Assignment of Leases and Rents

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