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FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (this "Amendment") is made as of July 21, 1998, by John Apostolou, individually and as Trustee of the John Apostolou Trust dated June 20, 1986 (herein, together with his heirs, executors, successors and assigns, called the "Guarantor"), having an address of 308 West Randolph Street, Chicago, Illinois 60606 and American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated May 18, 1983 and known as Trust No. 57792 (the "Land Trustee"), having its office at 120 South LaSalle Street, Chicago, Illinois (herein, the Guarantor and the Land Trustee, individually and collectively, jointly and severally, together with the successors and assigns of each of them, are sometimes called the "Mortgagor") in favor of LaSalle Bank National Association (herein, together with its successors and assigns called, the "Mortgagee").

WHEREAS, Mortgagor and Mortgagee are parties to a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of March 12, 1998 and filed with the Cook County, Illinois Recorder on May 13, 1998 as Document No. 98393657 (the "Mortgage"), pursuant to which Mortgagor granted to Mortgagee a mortgage on certain real property located in Cook County, Illinois at 20-24 East Chicago Avenue, Chicago, Illinois and described on Exhibit A attached hereto (the "Premises") to secure: (i) the obligations and liabilities of Giordano's Enterprises, Inc. ("Giordano's") to Mortgagee under that certain Loan and Security Agreement dated as of July 2, 1996, as amended as of March 12, 1998, and as of the date hereof; and (ii) the obligations and liabilities of Guarantor to Mortgagee under a certain Guaranty dated as of July 2, 1996, as heretofore reaffirmed (the "Guaranty"), pursuant to which Guarantor guaranteed the obligations and liabilities of Giordano's to Mortgagee under the Loan Agreement;

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WHEREAS, "Borrowers" (as hereinafter defined) and Mortgagee intend to enter into a certain Second Amendment to Loan and Security Agreement dated as of the date hereof (the "Amendment") pursuant to which Mortgagee shall make an additional \$650,000 term loan to Borrowers as evidenced by a Second Term Note in the original principal amount of \$650,000 (the "Second Term Note") and shall add certain subsidiaries of Giordanos' as borrowers thereunder (Giordano's, together with such additional borrowers, collectively, "Borrowers");

WHEREAS, Guarantor intends to execute and deliver to Mortgagee a Reaffirmation of Guaranty pursuant to which Guarantor shall reaffirm its guaranty of the obligations and liabilities of the Borrowers under the Loan Agreement, as amended;

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage so as to provide that the Premises secure the obligations and liabilities of Mortgagor to Mortgagee under the Loan Agreement and the Guaranty, as amended;

WHEREAS, capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Mortgage;

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Amendments.

a. The Mortgage is hereby amended to provide that the Mortgage continues to secure the obligations and liabilities of Mortgagor to Mortgagee under the Loan Agreement and the Guaranty, as such Loan Agreement and Guaranty have been amended and reaffirmed, and as the obligations and liabilities of the Mortgagor under the Loan Agreement and the Guaranty have been increased as evidenced by the Second Term Note.

b. The Mortgage is hereby amended to provide that the definition of "Borrower" shall be deemed to mean Giordano's Enterprises, Inc., Giordano's Franchise, Inc., Giordano's Restaurants, Inc., Giordano's of Florida, Inc., Giordano's of Wisconsin, Inc., and Americana Foods, Inc.

b. The Mortgage is hereby amended to provide that the term "Note" shall be amended to include that certain Second Term Note dated as of July 24, 1998, in the original principal amount of \$650,000, payable to the order of the Mortgagee at Chicago, Illinois, and due and payable together with all accrued and unpaid interest, in full, if not sooner paid on or before sixty (60) months from the date of its execution.

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2. Representations and Warranties.

On the date hereof, after giving effect to this Amendment, Mortgagor represents and warrants to Mortgagee that:

2.1 The affirmative and negative covenants set forth in the Mortgage are not currently being breached as of the date of this Amendment.

2.2 No default under the Mortgage has occurred and is continuing.

3. General Provisions.

3.1 As herein modified or amended, the Mortgage shall remain in full force and effect and is hereby affirmed, confirmed and ratified in all respects.

3.2 This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

3.3 On or after the effective date hereof, each reference in the Mortgage or any other agreements or documents executed in connection therewith to "this Mortgage" or words of like import, shall, unless the context otherwise requires, be deemed to refer to the Mortgage as amended hereby.

3.4 This Amendment shall be binding upon the Mortgagor and its successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor and shall inure to the benefit of Mortgagee, its successors and assigns.

3.5 The recitals to this Amendment are hereby incorporated into the Mortgage in their entirety and are deemed to be a part thereof.

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

Mortgagor:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO not personally but as Trustee under Trust Agreement dated May 18, 1993, and known as Trust No. 57792

By: [Signature]
Title: Trustee

Attest:

[Signature]
Secretary

[Signature]
JOHN APOSTOLOU, as Trustee of the John Apostolou Trust dated June 20, 1986

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Land Trustee Acknowledgment

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

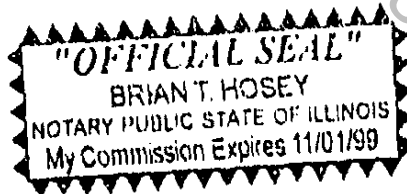
I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT EILEEN E. NEARY personally known to me to be the Trustee President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee as aforesaid and _____ personally known to me to be the _____ Secretary of said national banking association, 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 Trust Officer President and _____ Secretary of said national banking association, they signed and delivered the said instrument pursuant to proper authority duly given by the Board of Directors of said national banking association Trustee as aforesaid, as their free and voluntary act and as the free and voluntary act and deed of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of July, 1998.

15 06 1998
Brian T. Hosey

Notary Public

My Commission expires:



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Guarantor Acknowledgment

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

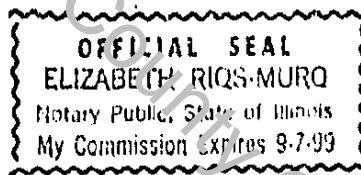
I, Elizabeth Rios-Muro, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John Apostolou, as trustee as aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to proper authority, as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of July, 1998.

Elizabeth Rios-Muro
Notary Public

My Commission expires:

9-7-99



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EXHIBIT A TO FIRST AMENDMENT TO MORTGAGE

Legal Description

LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23 IN THE SUBDIVISION BY COMMISSIONERS OF ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

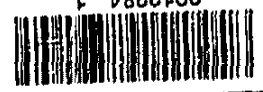
PERMANENT TAX NOS. 17-03-229-012-0000

20-24 East Chicago Avenue, Chicago, Illinois

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UPS
Debtor: First Amendment to Mortgage between
Juris: Recorder of Deeds, Cook County, IL
(UP AW N) - ("CHI")

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