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Cook County Recorder 33.00

This Instrument Prepared by:
AND MAIL TO:

Tamara H. Mitman - 111/10E
Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

**FIRST SUPPLEMENT TO MORTGAGE AND
SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS**

This First Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of September 21, 1998 (the "Supplement") is being entered into between Cole Taylor Bank, not personally but as Successor Trustee to Harris Trust and Savings Bank as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated December 19, 1986 and known as Trust Number 43878 (hereinafter referred to as "Mortgagor") and Harris Trust and Savings Bank, an Illinois banking corporation (hereinafter referred to as "Mortgagee");

WITNESSETH THAT,

WHEREAS, the Mortgagor did heretofore execute and deliver to Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of December 27, 1994, and recorded in the office of the Recorder of Deeds of Cook County, Illinois on January 6, 1995 as Document Number 95-011988 (said Mortgage as so amended being hereinafter referred to as the "Mortgage"), encumbering the property described on Schedule I attached hereto, in order to secure certain indebtedness of 1200 West 37th Street Building Partnership (the "Partnership") described therein, now or from time to time owing to Mortgagee; and

WHEREAS, the Mortgage currently secures, among other things, that certain Promissory Note of the Partnership dated February 20, 1995 (such promissory note, as amended, being hereinafter referred to as the "Original Term Note") payable to the order of Mortgagee in the face principal amount of \$1,237,500; and

WHEREAS, the current unpaid principal balance of the Original Term Note is \$750,000 and

BOX 333-CTI

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Property of Cook County Clerks of Court

WHEREAS, the Partnership has issued its Term Loan Note dated as of September 21, 1998 in the principal sum of \$750,000 payable to the order of Mortgagee whereby the Partnership promises to pay said principal sum, together with interest thereon prior to maturity at the rate per annum equal to 7.14 % (the "Rate") (and after maturity of any sum due thereunder until paid at the rate per annum determined by adding 3% to the Rate) in installments as therein provided with the final maturity of all principal and interest not required to be sooner paid of September 30, 2005 (such Term Loan Note and any and all notes issued in extension or renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "Replacement Note"), which Replacement Note has been issued in substitution and replacement for, and evidences the outstanding indebtedness evidenced by, the Original Term Note; and

WHEREAS, as a condition precedent to issuing the Replacement Note, Mortgagee requires the Mortgagor, and to accommodate that requirement the Mortgagor desires by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of the Mortgagor which are currently subject to the lien of the Mortgage be and constitute collateral security for the Replacement Note, and the other obligations and the other indebtedness currently secured by the Mortgage; and

WHEREAS, the Mortgage is to continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for and in consideration of the execution and delivery by the Partnership of the Replacement Note, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage shall be and hereby is supplemented and amended as follows, to wit:

To secure (i) the payment of the Replacement Note as and when the same become due and payable (whether by lapse of time, acceleration or otherwise) and all advances now or hereafter evidenced hereby, (ii) the payment and performance of all other indebtedness, obligations, and liabilities which this Mortgage secures pursuant to any of its terms and (iii) the performance and observance of all covenants and agreements contained herein and in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities referred to in clauses (i), (ii) and (iii) above being hereinafter collectively referred to as the "indebtedness hereby secured"). Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, and its successors and assigns, and grant to Mortgagee, and its successors and assigns, a security interest in, all and singular, that certain real estate lying and being in Cook County in the State of Illinois described on Schedule I attached hereto and made a part hereof, together with all of the properties, rights, interests and privileges described in Granting Clauses I through VI, both inclusive, of the Mortgage, each and all of such Granting Clauses being hereby incorporated by reference herein with the same force and effect as though set forth herein in their entirety. The foregoing grant of a lien is in addition to and supplemental of and not in substitution for the grant of the lien created and provided for by the Mortgage, and nothing herein contained shall affect or impair the lien or priority of the Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

1. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct and that no "event of default" (as such term is defined in the Mortgage), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an event of default, has occurred and is continuing or shall result after giving effect to this Supplement. Mortgagor hereby repeats and reaffirms all covenants and agreements contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

2. The term "Default Rate" shall mean the rate per annum determined by adding three percent (3%) to the Rate expressed in the Replacement Note, as the same may be amended, replaced or modified.

3. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage as supplemented hereby shall have the same meanings in the Mortgage as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "indebtedness hereby secured" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby; and all references in the Mortgage to the term Note shall be deemed to refer to the Replacement Note, and any and all amendments thereto or renewals or extensions thereof.

4. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby.

5. Mortgagor acknowledges and agrees that the Mortgage as supplemented hereby is and shall remain in full force and effect, and that the Mortgaged Premises is and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the indebtedness hereby secured, including without limitation the Replacement Note. Without limiting the foregoing, the Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of the Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgment and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the Mortgage as supplemented hereby.

6. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed shall be an original but all of which together shall constitute one and the same instrument.

7. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be deemed to be a reference to the Mortgage as amended and supplemented hereby.

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

9. Whenever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of the Mortgagor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

This document is made by Mortgagor, as Trustee, and accepted upon the express understanding that Mortgagor enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against Mortgagor because of, or on account of, the making or executing of this document or of anything therein contained, all such liability, if any being expressly waived, nor shall Mortgagor be held personally liable upon or in consequence of any of the covenants of this document, either expressed or implied.

IN WITNESS WHEREOF, Cole Taylor Bank, not personally but as Successor Trustee to Harris Trust and Savings Bank, not personally, but as Trustee as aforesaid, has caused these presents to be duly executed the day and year first above written.

Cole Taylor Bank, not personally but as Successor Trustee to Harris Trust and Savings Bank as Trustee under Trust Agreement dated December 19, 1986 and known as Trust Number 43878

Corporate Seal

By: [Signature]
Name: KENNETH E. PIEKUT
Title: Vice President Trust Officer

Accepted and agreed to in Chicago, Illinois as of the day and date first above written.

HARRIS TRUST AND SAVINGS BANK
By: [Signature]
Name: RILEY L. MARSHALL, JR.
Its Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, SHERRI SMITH, Notary Public in and for said County, in the State
aforesaid, do hereby certify that KENNETH E. PIEKUT, Vice-President
Cole Taylor Bank, as Trustee and not personally, who is personally known to me to be the same
person whose name is subscribed to the foregoing instrument as such Vice-President,
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 and deed
of said corporation as Trustee for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 22nd day of September, 1998.

Sherry Smith
Notary Public



SHERRI SMITH
Type or Print Name

(NOTARIAL SEAL)

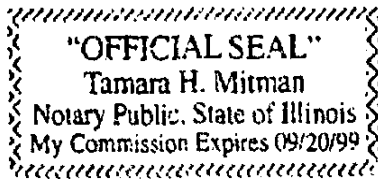
Commission Expires:

2/19/2002

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Tamara H. Mitman, a Notary Public in and for said County in the State aforesaid, do hereby certify that Riley L. Marshall, Jr., Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is 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/she signed, sealed and delivered said instrument as his/her own 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 23rd day of September, 1998.



Tamara H. Mitman
Notary Public

Tamara H. Mitman
(Type or Print Name)

(SEAL)

Commission Expires: September 20, 1999

SCHEDULE I

LEGAL DESCRIPTION

That part of the South West 1/4 of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian, lying West of the East 33 Feet of said South West 1/4 of the East 33 Feet of said South West 1/4; East of the East Bank Line of the South Fork of the South Branch of the Chicago River; North of a line drawn parallel with and 63 Feet South of the line between the North East 1/4 and the South East 1/4 of said South West 1/4 of Section 32; and South of a line drawn parallel with and 342 Feet North of said line between the North East 1/4 and the South East 1/4 of said South West 1/4 of Section 32,

and

The West 3 Feet of the East 33 Feet of the South West 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian lying North of a line drawn parallel with and 63 Feet South of the line between the North East 1/4 and the South East 1/4 of said South West 1/4 of Section 32 and South of a line drawn parallel with and 342 Feet North of said line between the North East 1/4 and the South East 1/4 of said South West 1/4 of Section 32, in Cook County, Illinois.

PIN: 17-32-300-124
17-32-300-125
17-32-300-137

Property address

1200 W 37th Street

Chgo IL 60609