

UNOFFICIAL COPY 98939677

2432/0098 89 001 Page 1 of 6  
1998-10-20 11:16:20  
Cook County Recorder 31.00

This instrument was prepared by, and  
after recording, return to:

William F. McGuinn, Esq.  
SUGAR, FRIEDBERG & FELSENTHAL  
30 N. LaSalle Street  
Suite 2600  
Chicago, Illinois 60602



Permanent Real Estate Tax Index No.:  
02-15-100-002

AMENDMENT TO MORTGAGE

*October 5* THIS AMENDMENT TO MORTGAGE ("this Amendment") is dated  
October 5, 1998 and is executed by First Bank and Trust Company of Illinois, not  
personally, but solely as Trustee under Trust Agreement dated October 28, 1997 and known  
as Trust No. 10-2166 ("Mortgagor") for the benefit of First Bank and Trust Company of Illinois  
("Mortgagee").

Mortgagor is the owner in fee simple of that certain real estate in Cook County, Illinois  
legally described in Exhibit A attached hereto ("the Property").

Mortgagor and the beneficiaries of Mortgagor, Warren McElwain and Russell McElwain (the  
"Beneficiaries") entered into a certain Mortgage Note (the "Prior Note") as of January 29, 1998  
in the principal sum of \$2,250,000 payable to Mortgagee.

To secure the indebtedness evidenced by the Prior Note, Mortgagor and the Beneficiaries  
entered into a Mortgage (the "Mortgage") in favor of Mortgagee dated January 29, 1998, and  
recorded February 25, 1998 with the Cook County Recorder of Deeds as document number  
98150033.

Mortgagor and the Beneficiaries delivered an Amended and Restated Mortgage Note dated  
September 29, 1998 (the "Amended Note") to Mortgagee, in the principal sum of \$4,500,000, the  
terms of which note are incorporated herein by this reference.

230613-D/6942.001/10598

**BOX 158**

Mortgagor, the Beneficiaries and Mortgagee desire to amend the terms of the Mortgage to reflect the terms set forth in the Amended Note.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Terms.** Where the terms of this Amendment conflict with the terms of the Mortgage, the terms of this Amendment shall control. In all other respects, the terms of the Mortgage shall remain in full force and effect.
2. **Note.** As used in the Mortgage, the term "Note" shall refer to the Amended Note.
3. **Principal Amount.** The Principal amount secured by the Mortgage is \$4,500,000.
4. **Maturity.** The principal amount secured by the Mortgage shall be due and payable on June 30, 1999.
5. **Representations and Warranties.** Mortgagor and each of the Beneficiaries hereby remakes to Mortgagee each of the representations and warranties made by them in the Mortgage, and hereby agrees to be bound by all of the covenants and conditions therein.
6. **Notices.** Copies of all notices to Mortgagee should be delivered to:

Charles H. Braun, Esq.  
Sugar, Friedberg & Felsenthal  
30 N. LaSalle  
Suite 2600  
Chicago, IL 60602

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IN WITNESS WHEREOF, Mortgagor and Beneficiaries have executed this Amendment in Chicago, Illinois on or as of the date first above written.

MORTGAGOR:

FIRST BANK AND TRUST COMPANY OF ILLINOIS, (formerly known as First Bank and Trust Co., Palatine, Illinois), Trustee under Trust No. 10-2166 and not individually.

By: \_\_\_\_\_  
Trust Officer

SEE RIDER CONTAINING TRUSTEE'S EXCULPATORY CLAUSE WHICH IS MADE A PART HEREOF.

Its: \_\_\_\_\_  
Assistant Trust Officer

and  
BENEFICIARIES:

  
WARREN MCELWAIN

  
RUSSELL MCELWAIN

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF COOK    )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, Trust Officer and \_\_\_\_\_, Assistant Trust Officer, of FIRST BANK AND TRUST COMPANY OF ILLINOIS, (formerly known as First Bank and Trust Co., Palatine, Illinois), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such as such Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer, then and there acknowledge that \_\_\_\_\_ he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as h\_\_\_\_\_ own free and voluntary act as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

This AMENDMENT TO MORTGAGE

is executed by First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), not personally, but solely as Trustee under and pursuant to that certain Trust Agreement hereinafter described and the Trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made and contained in the within instrument, it being specifically understood by any and all parties dealing with this instrument that said trustee has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said trust without any intention of binding the said Trustee in its individual capacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely upon the direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted to be enforceable against said Bank by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois) not personally, but as Trustee under the provisions of a Trust Agreement dated OCTOBER 28, 1997 and known as Trust Number 10-2166

has caused these present to be signed by its Assistant Trust Officer and Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer this 5TH day of OCTOBER, 19 98.

FIRST BANK AND TRUST COMPANY OF ILLINOIS (formerly known as First Bank and Trust Company, Palatine, Illinois), as Trustee under Trust Number 10-2166 and not individually.

BY: [Signature] Assistant Trust Officer

ATTEST: [Signature] Assistant Trust Officer

STATE OF ILLINOIS ) )
COUNTY OF COOK ) SS

I CHRIS KORITKO, a Notary Public in and for said County in State aforesaid, DO HEREBY CERTIFY THAT ROBERT G. HERSHENHORN, Assistant Trust Officer and CARL R. RATH, Assistant Trust Officer, of First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes then set forth; and the said Assistant Trust Officer, then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5TH day of OCTOBER, 19 98.



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GIVEN under my hand and notarial seal, this 5<sup>th</sup> day of October, 1998.

Kurt Loso

NOTARY PUBLIC (SEAL)

My Commission expires: 7/18/00



STATE OF ILLINOIS        )  
  )  
  )        SS.  
COUNTY OF COCK        )

I, Kurt Loso, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RUSSELL MCELWAIN and WARREN MCELWAIN, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5<sup>th</sup> day of October, 1998.

Kurt Loso

NOTARY PUBLIC (SEAL)

My Commission expires: 7/18/00



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LOTS 1 THRU 6 INCLUSIVE IN WILLIAMS PARK PLACE BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE 3RD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1998 AS DOCUMENT 98 464 835 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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THE OFFICE OF THE CLERK OF THE COURT OF COOK COUNTY HAS RECEIVED THE ORIGINAL OF THE ABOVE NAMED DOCUMENT AND HAS REPRODUCED THE SAME FOR YOUR INFORMATION. THE ORIGINAL OF THIS DOCUMENT IS FILED IN THE OFFICE OF THE CLERK OF THE COURT OF COOK COUNTY. THE ORIGINAL OF THIS DOCUMENT IS FILED IN THE OFFICE OF THE CLERK OF THE COURT OF COOK COUNTY.

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