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Notarized by \_\_\_\_\_  
Notary Public in and for the State of Illinois

## AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS

# 1161-10001

Space Above This Line For Recording Data

This AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS (hereinafter referred to as this "Amendment") is made as of November 28, 1997 by and between Pullman Bank and Trust Company, not personally but as Trustee under Trust Agreement dated April 16, 1973 as amended February 19, 1980 and known as Trust No. 71-81194 ("Mortgagor") and Pioneer Bank & Trust Company n/k/a Banco Popular, Illinois, an Illinois state banking association ("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 on 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 September 29, 1995 and recorded with the Cook County Recorder of Deeds on October 4, 1995 as document number 95873484 (the "Mortgage"); and

WHEREAS, Mortgagor conveyed to Mortgagee a security interest in all rents from the Real Estate pursuant to the terms of an Assignment of Rents dated September 29, 1995 and recorded with the Cook County Recorder of Deeds on October 4, 1995 as document number 95873485 (the "Assignment of Rents"); and

WHEREAS, on or about November 21, 1997, the parties hereto along with other parties amended various loan documents relating to various credit facilities from Mortgagee to Mortgagor and other parties pursuant to and in accordance with the terms of that certain Third Modification of Secured

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Credit Agreement, Security Agreement, Mortgage, Assignment of Rents, and Related Loan Documents dated November 26, 1997 (the "Third Modification"); and,

WHEREAS, pursuant to the terms of the Third Modification, the terms of the present Mortgage and Assignment of Rents are to be modified as set forth herein;

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 Paragraph 1.01 of the Mortgage, is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

1.01 **Collateral Agreement.** Whereas, pursuant to the terms of that certain Collateral Agreement Covering Loans To Third Party (together with any amendments, modifications, renewals or extensions thereof or substitutions therefor, the "Collateral Agreement") of dated September 29, 1995, as the Collateral Agreement is modified and extended by that certain Extension of Collateral Agreement Covering Loans to Third Party dated November 26, 1997, Lender is granted a security interest in the collateral specified therein as security for loans and advances (the "Loans") extended by Lender to Wittek Golf Supply Co., Inc., ("Wittek Golf") pursuant to the terms of that certain Secured Credit Agreement dated September 29, 1995 executed by Wittek Golf, said Loans including, but not being limited to (a) that certain Mortgage Note (the "Note") of even date herewith, executed by Pullman Bank & Trust Company, not personally but as Trustee under Trust Agreement dated April 18, 1973 as amended February 19, 1980, and known as Trust No. 71-81124 and by Wittek Golf wherein said Obligors promise to pay to the order of Lender the principal amount of Seven Hundred Thousand and No/100 Dollars (\$700,000.00) in repayment of a loan from Lender to said Obligors in like amount; (b) that certain Secured Revolving Business Note dated November 21, 1997 in the original principal amount of One Million and No/100 Dollars (\$1,000,000.00) executed by Wittek Golf, in repayment of a loan from Lender to Wittek Golf in like amount; and (c) those certain multi credit facility notes executed by Wittek Golf pursuant to the terms of the secured credit agreement, as amended, said multi credit facility notes totaling the maximum principal amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00), in repayment of loans from Lender to Wittek Golf in like amount; and

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 unmodified and in full force and effect.

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

3.1 Paragraph 1.1 of the Assignment of Rents, is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

1.1 Collateral Agreement. Whereas, pursuant to the terms of that certain Collateral Agreement Covering Loans To Third Party (together with any amendments, modifications, renewals or extensions thereof or substitutions therefor, the "Collateral Agreement") of even date herewith, Lender is granted a security interest in the collateral specified therein as security for loans and advances (the "Loans") extended by Lender to Wittek Golf Supply Co., Inc., ("Wittek Golf") pursuant to the terms of that certain Secured Credit Agreement of even date herewith executed by Wittek Golf, said Loans including, but not being limited to (a) that certain Mortgage Note (the "Note") of even date herewith, executed by Pullman Bank & Trust Company, not personally but as Trustee under Trust Agreement dated April 16, 1973 as amended February 15, 1980, and known as Trust No. 71-81194 and by Wittek Golf wherein said Obligor promise to pay to the order of Lender the principal amount of Seven Hundred Thousand and No/100 Dollars (\$700,000.00) in repayment of a loan from Lender to said Obligor in like amount; (b) that certain Secured Revolving Business Note dated November 21, 1997 in the original principal amount of One Million and No/100 Dollars (\$1,000,000.00) executed by Wittek Golf, in repayment of a loan from Lender to Wittek Golf in like amount; and (c) those certain multi credit facility notes executed by Wittek Golf pursuant to the terms of the Secured Credit Agreement, as amended, said multi credit facility notes totaling the maximum principal amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00), in repayment of loans from Lender to Wittek Golf in like amount; and

3.2 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.

3.3 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 only an amendment to the Mortgage and Assignment of Rents 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 or the lien on Rents granted by the Assignment of Rents. Except as specifically set forth herein, the Mortgage and Assignment of Rents as recorded shall retain their priority position and shall remain in full force and effect and their 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) Delivery by Obligor to Lender of a satisfactory Date Down Endorsement to the existing Mortgagee's title insurance policy issued by Chicago Title Insurance Company insuring the continued validity and priority of the Loan Documents, as herein amended, following the recording of this Agreement (subject only to the matters set forth on Schedule B of said policies and approved by Lender), confirming all previous endorsements thereto, if any, adjusting the amount of the insurance to \$1,900,000.00 and extending the effective date of the policies through the date of recording of this Agreement.

(b) 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, title expenses, title charges, title endorsement fees, and all other costs incurred or to be incurred by or on behalf of Mortgagee 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.

(c) The recording of a counterpart of this Amendment 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. Except as herein amended, the Assignment of Rents shall remain in full force and effect, and all of the terms and provisions of the Assignment of Rents, as herein amended, are hereby ratified and reaffirmed. Mortgagor represents to Lender that there is no other ownership

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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

**MORTGAGOR:**

Pullman Bank and Trust Company, not personally but as Trustee as aforesaid U/T #71-81194

By: Jeri Bloom  
Title: Trust Officer

(SEAL)  
Attest:

Carol J. Malachuk  
Title: Assistant Secretary

**MORTGAGEE:**

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

By: [Signature]  
Title: vice president



This Document Prepared By  
and Return To:  
Bruce W. Craig  
Banco Popular, Illinois  
4000 W. North Avenue  
Chicago, Illinois 60639

EXONERATION OF PERSON RESTRICTING ANY LIABILITY OF THE SIGNATURES ATTACHED BY RIDER, AND IS EXPRESSLY MADE PART OF ORIGINAL DOCUMENTS HEREOF

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STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY THAT Terri Bloom, Trust Officer of Pullman Bank and Trust  
Company, an Illinois state banking association, not personally but as Trustee under Trust Agreement  
dated April 16, 1873 as Amended February 19, 1980 and known as Trust No. 71-81194 and Carol Voltolina,  
Asst. Secretary of said Bank, who are personally known to me to be the  
same persons whose names are subscribed to the foregoing instrument as such Trust  
Officer and Asst. Secretary 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 Bank, for the uses and purposes therein set forth; and  
the said Assistant Secretary then and there acknowledged that she as custodian of the  
corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free  
and voluntary act and the free and voluntary act of said Bank, as Trustee, for the uses and purposes  
therein set forth.

Given under my hand and notarial seal this 5th day of January, 1998

  
Notary Public

My Commission Expires:

August 27, 1999

OFFICIAL SEAL  
BARBARA A. ARVIA  
Notary Public, State of Illinois  
My Commission Expires 8-27-00

Notary of Cook County Clerk's Office

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ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 6th day of January, 1998, before me, a Notary Public in and for said County and State, appeared Gerard Hawk, 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 Vice President who, being by me duly sworn, did state that he/she is the Vice President 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 Vice President 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.

Estela Chavez  
NOTARY PUBLIC

My Commission Expires:



8-8-98



EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 TO 10, BOTH INCLUSIVE, LOTS 32 TO 40, BOTH INCLUSIVE, IN BLOCK 14 IN MASON'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS

PARCEL 2:

ALL OF THE VACATED 18 FOOT PUBLIC ALLEY RUNNING IN A NORTHWESTERLY AND SOUTHEASTERLY DIRECTION SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 34 TO 38, BOTH INCLUSIVE, AND NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF LOT 40, LYING BETWEEN THE SOUTH LINE OF SAID LOT 40 PRODUCED EAST AND THE WEST LINE OF SAID LOT 40 PRODUCED NORTH, AND ALL THE VACATED NORTH AND SOUTH 18 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 2 TO 11, BOTH INCLUSIVE, AND LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 38, 39, AND 40, AND LYING WEST OF AND ADJOINING THE WEST LINE OF THE NORTHWESTERLY AND SOUTHEASTERLY PUBLIC ALLEY HERETOFORE VACATED AND LYING SOUTH OF AND ADJOINING THE NORTHEASTERLY LINE OF SAID LOT 39 PRODUCED NORTHWESTERLY A DISTANCE OF 20.43 FEET TO THE INTERSECTION OF THE EAST AND NORTHWESTERLY LINES OF SAID LOT 2, SAID VACATED PUBLIC ALLEY BEING FURTHER DESCRIBED AS ALL OF THE VACATED NORTH AND SOUTH PUBLIC ALLEY IN THE BLOCK BOUNDED BY NORTH AVONDALE AVENUE, NORTH HAMLIN AVENUE AND WEST ADDISON AVENUE IN BLOCK 14 IN MASON'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

Common Address of Property:

3650 N. Avondale, Chicago, Illinois

Permanent Tax Identification Number:

12-23-128-030-0000



MORTGAGE EXONERATION RIDER

This MORTGAGE with its companion Note, is executed by PULLMAN BANK AND TRUST COMPANY, not personally but as Trustee under its Trust No. 71-81194 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said PULLMAN BANK AND TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said PULLMAN BANK AND TRUST COMPANY personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied, herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said PULLMAN BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

All the terms, provisions, stipulations, covenants and conditions to be performed by the undersigned, as to HAZARDOUS SUBSTANCES, are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or enforceable against the undersigned by reason of anything contained in said instrument.

ALL REPRESENTATIONS AND WARRANTIES ARE THOSE OF THE TRUST BENEFICIARIES ONLY AND THE TRUSTEE ASSUMES NO RESPONSIBILITY FOR THE TRUTH OR ACCURACY THEREOF.

Pullman Bank and Trust Company  
As Trustee Under Trust Agreement Dated  
April 16, 1973, # 71-81194  
Not Personally, But Solely As Trustee

Jim Boom  
Trust Officer  
DATE: January 6, 1998