

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

St. Paul Federal Bank For Savings
6700 West North Avenue
Chicago, IL 60707
Attn: Valerie A. Haugh, Esq.

98333404

(Space above this line for Recorder's use)

Loan No. 95-100094-1

AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS
SECURITY AGREEMENT AND FINANCING STATEMENT AND RELATED AGREEMENTS

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT AND RELATED AGREEMENTS (this "Amendment") is dated as of this 17th day of March, 1998, by and between Cole Taylor Bank, not personally but as trustee under Trust Agreement dated December 14, 1984 and known as Trust No. 94-6169 ("Trust") and Western Management & Financial Limited Partnership, an Illinois limited partnership and The Luciani Family Limited Partnership, an Illinois limited partnership (collectively "Beneficiary" and together with Trust, collectively, "Borrower"), and ST. PAUL FEDERAL BANK FOR SAVINGS, a federal savings bank ("Lender"), whose address is 6700 West North Avenue, Chicago, Illinois 60707.

R E C I T A L S

A. Borrower executed a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated January 3, 1995, in favor of Lender, as mortgagee, which was recorded on January 9, 1995, as Instrument No. 95-014005 in the official Records of Cook County, Illinois (the "Mortgage"), and which Mortgage encumbers certain real and personal property (the "Collateral") commonly known as 534 W. Belden, Chicago, Illinois, the real property of which is more particularly described in Exhibit A attached hereto.

B. The Mortgage secures a Promissory Note executed by Borrower, and payable to Lender or order, dated January 5, 1995, in the original principal amount of \$1,380,000.00 (the "Note") for a loan (the "Loan") of such amount.

C. Concurrently herewith, Borrower and Lender have executed that certain Amendment to Promissory Note (the "Amendment of Note"), which, among other things, changes the interest rate and maturity date provided in the Note (the Note and the Amendment of Note are collectively referred to herein as the "Amended Note").

D. The parties hereto desire to amend the Mortgage and Related Agreements (as such term is defined in the Mortgage) by (i) modifying the terms thereof to such extent as may be provided below, and (ii) expressly recognizing and affirming the continuing effectiveness and priority of the lien or charge of said Mortgage, as supplemented herein, following the execution of the Amendment to Note as to all sums at any time owing under the Amended Note.

A G R E E M E N T

NOW THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Mortgage and Related Agreements are hereby modified to provide that said Mortgage and Related Agreements secure the Amended Note, in addition to and not in limitation of all other indebtedness and obligations stated in said Mortgage and Related Agreements to be secured thereby, and that all references to the "Note" in said Mortgage and Related Agreements shall mean the Amended Note and any and all extensions, renewals and modifications of said Amended Note.

2. The following shall be added to Section 1.4 of the Mortgage:

Without in any way limiting any of the provisions contained herein and/or Lender's rights hereunder, in the event that Lender is required by law and/or deems it necessary to collect on a monthly basis, deposits for the payment of flood and/or other types of insurance, which payments shall be retained in an escrow, Borrower shall upon written notice of such requirement, begin paying to Lender at the time of the payment of principal and interest due under the Note, such insurance deposits in an amount reasonably estimated by Lender to be necessary to pay such premium in full when and as it becomes due. Any failure to make such payments shall be considered a default by Borrower hereunder and under the Note if not cured within ten (10) days after notice thereof is given by Lender to Borrower and shall become liabilities with interest payable thereon at the Default Rate from the date due until paid.

Without in any way limited any of the provisions contained herein and/or Lender's rights hereunder, in the event that Borrower does not fulfill its requirements to carry the required insurance hereunder and/or to provide the Lender with proof of such insurance, Lender may, but is not obligated to, purchase such insurance at Borrower's expense to protect Lender's interests in and to the Collateral. This insurance may, but need not, protect Borrower's interests. The coverage obtained by Lender may not pay any claim that is made by or against Borrower in connection with the Collateral. If Borrower complies with the requirements hereunder and subsequently provides evidence of the required insurance hereunder, Borrower may cancel any of such insurance purchased by Lender. Borrower shall be responsible for any and all costs of any insurance purchased by Lender hereunder, including interest (at the Default Rate of Interest) thereon, and any other charges that Lender may impose in connection with the placement of such insurance, until the effective date of the cancellation of the insurance or payment of such amounts due. These costs, including interest and other charges, may be added to the outstanding principal balance of the Note, at Lender's option. The cost of such insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

3. The addresses listed for Lender in the Mortgage are hereby amended to be as follows:

TO LENDER:

St. Paul Federal Bank For Savings
6700 West North Avenue
Chicago, Illinois 60707
Attention: Nationwide Lending

WITH A COPY TO:

St. Paul Federal Bank For Savings
6700 West North Avenue
Chicago, IL 60707
Attention: General Counsel

4. No present or future rights, remedies, benefits or powers belonging, or accruing to Lender, as mortgagee under the Mortgage, whether arising out of the Note or the Mortgage, shall be affected, prejudiced, limited or restricted hereby.

5. The Mortgage, as supplemented herein, is hereby incorporated herein in its entirety by this reference, and Borrower and Lender jointly affirm and agree that said Mortgage, as supplemented, secures the full performance of each and every obligation set forth in the Amended Note, and continues to be effective as, and to constitute, a first and priority lien and charge on the secured collateral to the full extent of all obligations secured thereby.

6. This Amendment shall not prejudice any present or future rights, remedies, benefits or powers belonging or accruing to lender under the terms of the Mortgage, as supplemented herein, and, in particular, and without limitation of the foregoing, Lender reserves all rights which it has against any guarantor or endorser of the Amended Note.

7. In the event of any conflict between the terms of the Mortgage and the provisions of this Amendment, the terms of this Amendment shall control. This Amendment shall be deemed to form a part of the Mortgage, and except as specifically supplemented herein, the terms of the Mortgage shall remain unaffected and unchanged by reason of this Amendment.

8. All of the grants, obligations, covenants, agreements, terms, provisions and conditions herein shall apply to, bind and inure to the benefit of the heirs, administrators, executors, legal representatives, successors and assigns of Borrower and the endorsees, transferees, successors and assigns of Lender.

9. This Amendment may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

10. This Amendment shall be governed by and construed in accordance with Illinois law.

11. BORROWER AND LENDER WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (1) UNDER THIS AMENDMENT, THE MORTGAGE, THE AMENDED NOTE, THE RELATED AGREEMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR (11) ARISING FROM ANY

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BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, THE AMENDED NOTE OR THE RELATED AGREEMENTS BORROWER AND LENDER AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Mortgage as of the date first above written.

BORROWER: Trustee's Escrow Fee Rider Attached Hereto And Made A Part Hereof

Cole Taylor Bank, not personally but as trustee under Trust Agreement dated December 14, 1994 and known as Trust No. 94-6169

By: [Signature]
Name: AMANDA CASTILLO
Title: TRUST OFFICER

Western Management & Financial Limited Partnership, an Illinois limited partnership

By: [Signature]
Michael D. Aufrecht, as trustee of the Michael D. Aufrecht Declaration of Trust dated July 1, 1991, its general partner

By: [Signature]
Ronald J. Aufrecht, as trustee of the Ronald J. Aufrecht Irrevocable Child's Gift Trust Agreement dated December 20, 1994, its general partner

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The Luciani Family Limited Partnership, an
Illinois limited partnership

By: [Signature]
Rudolph P. Luciani, as trustee of
the Rudolph P. Luciani Trust
Agreement dated November 17, 1994,
its general partner

By: [Signature]
Barbara H. Luciani, as trustee of
the Barbara H. Luciani Trust
Agreement dated November 17, 1994,
its general partner

SENDER:

ST. PAUL FEDERAL BANK FOR SAVINGS, a
federal savings bank

By: [Signature]
Name: JAMES HENNING
Title: ASSISTANT VICE PRESIDENT

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EXHIBIT A

LEGAL DESCRIPTION:

LOTS 3, 4, 5 AND 6 IN KARGEL'S SUBDIVISION OF LOT 6 IN WADDINGTON AND OTHERS SUBDIVISION OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO:

THE EAST 33.87 FEET OF LOT 5 IN M. ACKERMAN'S SUBDIVISION OF LOT 7 IN WADDINGTON AND OTHERS SUBDIVISION OF BLOCK 5 IN CANAL TRUSTEE SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as:

534 W. Belden & 2340 N. Cambridge, Chicago, Illinois 60614

Tax ID No.:

14-33-104-038
14-33-104-039
14-33-104-040
14-33-104-041
14-33-104-042
14-33-104-043
14-33-104-041

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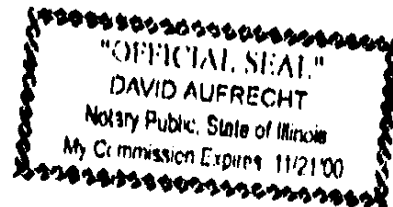
STATE OF _____)
COUNTY OF _____) S.S.

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____ of _____ and personally known to me to be the same person whose name is subscribed to in the foregoing instrument, appeared before me this day in person and severally acknowledged that as the _____ of such _____, (he) (she) signed and delivered the said instrument pursuant to authority given by the _____ as the free and voluntary act and deed of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 199____.

Notary Public [SEAL]

My Commission expires: _____



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983334114

STATE OF MISSISSIPPI

35.

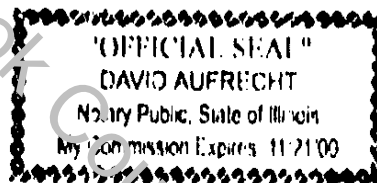
COUNTY OF _____

I, James H. [unclear], a notary public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY THAT [unclear] personally known to me
to be the [unclear] of [unclear] and personally known
to me to be the same person whose name is subscribed to in the foregoing
instrument, appeared before me this day in person and severally acknowledged
that as the [unclear] of such [unclear] (he) (she) signed
and delivered the said instrument pursuant to authority given by the
[unclear], as the free and voluntary act and deed of said
[unclear], for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____

Notary Public (SEAL)

My Commission expires: 12-31-2011



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STATE OF Illinois
COUNTY OF Cook

SS.

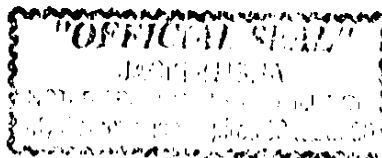
98333404

I, JACKLIN ISHA, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MARTHA M. WHITE, personally known to me to be the THIRD of CHAS. M. WHITE and personally known to me to be the same person whose name is subscribed to in the foregoing instrument, appeared before me this day in person and severally acknowledged that as the THIRD of such CHAS. M. WHITE, (he) (she) signed and delivered the said instrument pursuant to authority given by the CHAS. M. WHITE, as the free and voluntary act and deed of said CHAS. M. WHITE, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of April 1936.

Notary Public (SEAL)

My Commission expires: _____



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STATE OF TEXAS)
COUNTY OF DEKALB) S.H.

98333404

On April 11, 1998, before me, the undersigned notary public in and for said County and State, personally appeared WILLIAM A. S. BATES.

_____ personally known to me (or)
_____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

My commission expires on 11/06/2000

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED
DOCUMENT

_____ INDIVIDUAL
 _____ CORPORATE OFFICER
 Title(s) _____
 _____ PARTNER(S)
 _____ Limited _____ General
 _____ ATTORNEY-IN-FACT
 _____ TRUSTEE(S)
 _____ GUARDIAN/CONSERVATOR
 _____ OTHER: _____

Title or Type of Document _____

Signer(s) Other Than Name Above

Date of Document: _____

Number of Pages: _____

SIGNER IS REPRESENTING: _____

98333404

ATTACHED LAND TRUST MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by The Land Trustee, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said Land Trustee, 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 Land Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee 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 Land Trustee 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.