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7613/0021 16 001 Page 1 of 5  
1999-09-10 11:15:57  
Cook County Recorder 29.50



Prepared by and after  
Recording, send to:  
The First National Bank of Chicago  
1048 Lake Street  
Oak Park, IL 60301  
Attn: Commercial Real Estate  
Loan Administration  
J. Sienko

Property of Cook County Recorder

**AMENDMENT TO NOTE, JUNIOR MORTGAGE, SECURITY AGREEMENT AND  
ASSIGNMENT OF LEASES AND RENTALS,  
AND ENVIRONMENTAL INDEMNITY AGREEMENT  
("Amendment")**

Amendment No. 1 to Note, Junior Mortgage, Security Agreement and Assignment of Leases and Rentals, and Environmental Indemnity Agreement to BLAUROCK FAMILY PARTNERSHIP, an Illinois general partnership, (the "Borrower"), COSMOPOLITAN BANK AND ~~TRUST COMPANY~~ SUCCESSOR TO FIRST BANK OF OAK PARK AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 26, 1972 AND KNOWN AS TRUST NO. 9850 (the "Mortgagor"), and RICHARD L. BLAUROCK, M. JEAN REIMANN, AND MELVIN F. BLAUROCK (collectively, the "Guarantors")

Trust, as  
Trustee, and  
not personally

This Amendment No. 1 to that certain Term Loan Note (the "Note") dated November 23, 1998 executed by Borrower and Mortgagor and payable to The First National Bank of Chicago (the "Bank"); to that certain Junior Mortgage, Security Agreement and Assignment of Leases and Rentals (the "Mortgage") dated November 23, 1998 executed by Borrower and Mortgagor to Bank; and to that certain Environmental Indemnity Agreement (the "Environmental Agreement") dated November 23, 1998 made by Borrower, Mortgagor, and Guarantors to Bank, is dated this 9<sup>th</sup> day of June, 1999.

REI TITLE SERVICES # 738021

1. **Preliminary Statement.** The Borrower, Mortgagor, Guarantors, and the Bank wish to amend certain provisions of the Note, Mortgage, and Environmental Agreement and in consideration of the mutual promises contained herein, agree as hereinafter provided.

2. **Amendments.** The Borrower, Mortgagor, Guarantors, and the Bank hereby agree that the Note, Mortgage, and Environmental Agreement shall be amended to correct the commonly known address as follows:

(a) Exhibit A of the Mortgage and Environmental Agreement shall be replaced with the following:

EXHIBIT A

Description of Real Estate

PARCEL ONE:  
LOTS 1, 2 AND 3 IN BLOCK 3 AND LOTS 1 TO 12, BOTH INCLUSIVE, IN BLOCK 2 IN ROSSELL'S ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE NORTH 20 ACRES OF THE WEST 25 ACRES OF THE NORTH 75 ACRES OF THE NORTHWEST 1/4 OF SECTION 5 AND THE NORTH 20 ACRES OF THE EAST 25 ACRES OF THE NORTH 75 ACRES OF THE

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COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
TEL: (773) 399-3000 FAX: (773) 399-3001  
WWW.COOKCOUNTYCLERK.COM

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NORTHEAST 1/4 OF SECTION 6, ALL IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL TWO:**

ALL THAT PART OF VACATED EDMER AVENUE LYING EAST OF AND ADJOINING LOT 1 IN BLOCK 3 AND LYING WEST OF AND ADJOINING LOT 12 IN BLOCK 2 IN ROSSELL'S ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE NORTH 20 ACRES OF THE WEST 25 ACRES OF THE NORTH 75 ACRES OF THE NORTHWEST 1/4 OF SECTION 5 AND THE NORTH 20 ACRES OF THE EAST 25 ACRES OF THE EAST 25 ACRES OF THE NORTH 75 ACRES OF THE NORTHEAST 1/4 OF SECTION 6, ALL IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6301-6405 W. North Avenue, Oak Park, IL

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P.I.N. #: 16-05-100-038; 16-05-100-039; 16-05-207-009; 16-05-207-010; 16-05-207-011

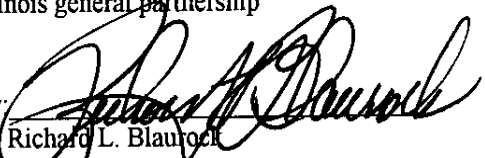
(b) The address referred to on the first page of the Note shall be changed from 6441 West North Avenue, Oak Park, Cook County, Illinois to 6301-6405 West North Avenue, Oak Park, Cook County, Illinois.

3. **Ratification; Effectiveness.** The Borrower, Mortgagor, and Guarantors hereby ratify and confirm this Amendment No. 1 as amended hereby, in all respects. All other terms and conditions of the Note, Mortgage, and Environmental Agreement shall remain in full force and effect and the undersigned, his or their heirs, assigns and representatives, shall be obligated to pay the same.

This Amendment No. 1 shall be effective as of the date first above written upon execution by all of the parties hereto.

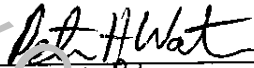
**BORROWER:**

BLAUROCK FAMILY PARTNERSHIP, an Illinois general partnership

By:   
Richard L. Blaurock  
Its: Managing General Partner

**BANK:**

The First National Bank of Chicago

By:   
Its: Com. M. Bkg. Officer

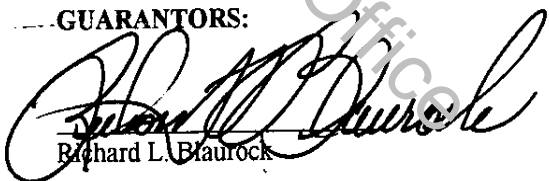
**MORTGAGOR:**

COSMOPOLITAN BANK AND TRUST COMPANY, as Trustee as aforesaid and not personally, under trust no. 9850 dated July 26, 1972.

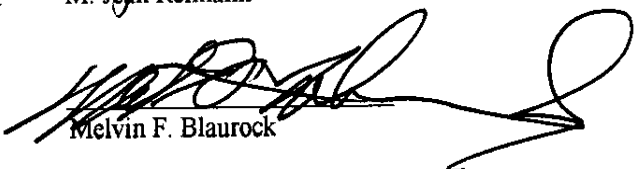
For signatures, notary and exculpatory By: provisions of the Trustee, see rider  
Its: attached hereto which is expressly incorporated herein and made a part hereof.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**GUARANTORS:**

  
Richard L. Blaurock

M. Jean Reimann  
M. Jean Reimann

  
Melvin F. Blaurock

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DATE 03/11/2013 BY 60322 UCBAW/STP/STP

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This Amendment No. 1 is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Amendment No. 1 to be executed by their respective duly authorized officers and beneficiaries have executed this Amendment No. 1, all as of this day and year.

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COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY: [Signature]  
Vice President/Trust Officer

ATTEST: [Signature]  
Trust Officer

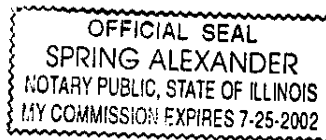


STATE OF ILLINOIS  
SS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Gerald A. Wiel and Todd W. Cordell, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and 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 COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth and the said Trust Officer then and there acknowledged that said Trust Officer as custodian of the corporate seal to be affixed to said instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1999.

Spring Alexander  
NOTARY PUBLIC



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## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named \_\_\_\_\_ and \_\_\_\_\_ of the Cosmopolitan Bank and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

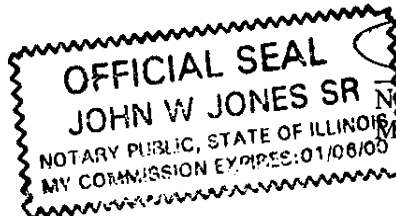
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

99862105

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Richard L. Blaurock**, the **Managing General Partner of the Blaurock Family Partnership (the "Partnership")**, 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 as his own free and voluntary act, and the free and voluntary act of the Partnership, for the uses and purposes therein set forth.

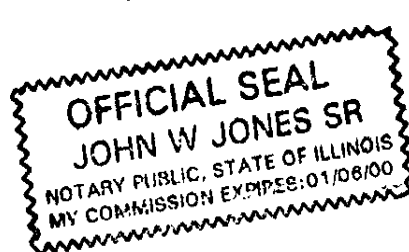
Given under my hand and Notarial Seal this 8th day of AUG., 1999.

 John W Jones Sr  
NOTARY PUBLIC  
My Commission expires: 1-6-2000

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Richard L. Blaurock**, 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 as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of AUG., 1999.

 John W Jones Sr  
NOTARY PUBLIC  
My Commission expires: 1-6-2000

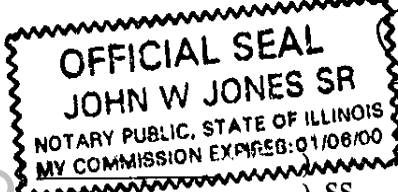
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STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **M. Jean Reimann**, 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 she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8<sup>th</sup> day of Aug., 1999.

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )



My Commission expires: 1-6-2000

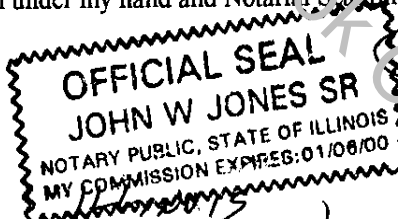
John W. Jones Sr  
 Notary Public

99862105

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Melvin F. Blarrock**, 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 as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8<sup>th</sup> day of Aug., 1999.

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF COOK )




My Commission expires: 1-6-2000

John W. Jones Sr  
 Notary Public

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named **PETER WATSON** of **The First National Bank of Chicago (the "Bank")**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that ~~He~~ signed and delivered the said instrument as HIS own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this 6<sup>th</sup> day of AUGUST, 1999.

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )



My Commission Expires: 1-6-2000

John W. Jones Sr  
 Notary Public