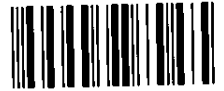


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Cook County Recorder 33.50



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CHICAGO TITLE LAND TRUST COMPANY

FIRST AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS AS SUCCESSOR TRUSTEE TO

THIS FIRST AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS is made this 20th day of April, 1999 by THE CHICAGO TRUST COMPANY, not personally or individually, but solely as Trustee ("Trustee") under a Trust Agreement dated September 2, 1997 and known as Trust Number 1104599 ("Land Trust"), LEONARD SABLE, not personally or individually, but solely as Trustee for Coventry Eye Care Center of Evanston Limited Pension Fund ("Beneficiary") (Trustee and Beneficiary being referred to jointly as "Borrower"), LEONARD SABLE, an individual residing in Morton Grove, Illinois ("Guarantor"), and JOHN G. PRODRAMOS, an individual residing in Northfield, Illinois ("Lender").

R E C I T A L S:

A. The following documents previously have been executed and delivered to Lender to evidence and secure a loan in the original principal amount of \$200,000.00 ("First Loan"): (i) Mortgage Note dated September 11, 1998 for \$200,000.00 made by Borrower and payable to the order of Lender ("First Note"); (ii) Mortgage dated September 11, 1998 made by Trustee recorded with the Recorder of Deed for Cook County, Illinois on September 21, 1998 as Document 98839203 ("Mortgage") constituting a first lien on certain real estate located at 334 West Chicago Avenue, Chicago, Cook County, Illinois (the "Premises"), as legally described on attached Exhibit A; (iii) Collateral Assignment of Beneficial Interest In Land Trust; (iv) a Guaranty dated September 11, 1998 made by Leonard Sable ("Guaranty"); and (v) an Assignment of Leases and Rents dated September 11, 1998 made by Borrower recorded with the Recorder of Deed for Cook County, Illinois on September 21, 1998 as Document 98839204 ("Assignment of Leases and Rents") [the documents securing the First Loan (being instruments identified in clauses (ii) - (v) above) are hereinafter referred to collectively, the "First Loan Security Documents"]. The First Note and the First Loan Security Documents are sometimes referred to collectively as the "First Loan Documents".

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B. Borrower has requested Lender to make an additional loan to Borrower in the original principal amount of up to \$243,500.00 ("Second Loan") and Lender has agreed so do, subject to certain terms and conditions, including the execution and delivery of this instrument.

C. The Second Loan is evidenced and secured by the following documents: (i) Promissory Note of even date herewith for \$243,500.00 made by Borrower and payable to the order of Lender ("Second Note"); (ii) a Pledge and Security Agreement of even date herewith made by Beneficiary with respect to a 25% general partnership interest ("LG Interest") in Lake Green Loft Partners, an Illinois general partnership, and a 40% general partnership interest in Morgan-Sangamon Partners, an Illinois general partnership ("MS Interest") (LG Interest and MS Interest being referred to jointly as the "GP Interests"); (iii) UCC financing statements granting a security interest in the GP Interests [the documents securing the Second Loan (being instruments identified in clauses (ii) and (iii) above) are hereinafter referred to collectively, the "Second Loan Security Documents"]. Lender has required as a condition to making the Second Loan that the Second Loan also be secured by the First Loan Security Documents and Borrower and Guarantor are agreeable thereto. The Second Note, the Second Loan Security Documents and the First Loan Security Documents, as amended hereby, are sometimes referred to collectively as the "Second Loan Documents".

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), Lender's agreement to make the Second Loan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Guarantor and Lender hereby agree as follows:

1. *Amendment of Mortgage.*

(a) The term "Indebtedness" as defined in the third paragraph on the first page of the Mortgage is amended by adding thereto the payment of the principal indebtedness under the Second Note (as defined herein) and all interest thereon, and the payment of all other sums which may at any time be due under the Second Note or any of the Second Loan Security Documents (as defined herein).

(b) All references in the Mortgage to the "Note" shall be deemed to include the Note and the Second Note. All references in the Mortgage to the "Loan" shall be deemed to include the Second Loan. All references in the Mortgage to documents made and given to secure the Note shall be deemed to include the Second Loan Security Documents.

2. *Amendment of Assignment of Leases and Rents.* The term "Loan Documents" as defined in the first paragraph on the second page

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of the Assignment of Lease and Rents is amended by adding thereto the payment of the principal indebtedness under the Second Note and all interest thereon and the payment of all other sums which may at any time be due under the Second Note or any of the Second Loan Security Documents. All references in the Assignment of Leases and Rents to the Loan shall include the Loan and the Second Loan.

3. *Amendment and Reaffirmation of the Guaranty.* The term "Loan Documents" as defined in Paragraph C on the first page of the Guaranty is amended by adding thereto the payment of the principal indebtedness under the Second Note and all interest thereon and the payment of all other sums which may at any time be due under the Second Note or any of the Second Loan Security Documents. Guarantor hereby ratifies and reaffirms his obligations under the Guaranty and agrees that the Guaranty extends to the Second Note, the Second Loan and the Second Loan Documents.

4. *Collateral Assignment of Beneficial Interest In Land Trust.* The Trustee and Beneficiary acknowledge that the Collateral Assignment of Beneficial Interest In Land Trust shall extend to and include the Second Note, the Second Loan and the Second Loan Documents.

5. *Effect of Amendment.* It is the intention of the parties to this instrument that the payment and performance of all obligations of the Trustee and of the Beneficiary under the Second Loan Documents are being secured by the First Loan Security Documents to which each, respectively and as appropriate, is a party as if the Second Loan had been made at the same time and with the same security as the First Loan.

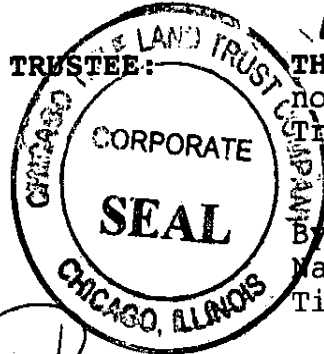
6. *Trustee Exculpation.* This instrument is executed and delivered by The Chicago Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, provided that said Trustee hereby personally warrants that it possesses full power and authority to execute and deliver the same. It is expressly understood and agreed that nothing contained in this instrument shall be construed as creating any liability on said Trustee personally to pay the indebtedness referred to or secured by this instrument or any interest that may accrue thereon or to perform any covenant, express or implied, contained or referred to herein, all such personal liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day and year first above written.

SLIC

CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO



TRUSTEE: THE CHICAGO TRUST COMPANY,
not personally but solely as
Trustee as aforesaid

[SEAL]

By: [Signature]
Name: KAREN MICHEL
Title: ASST VP

ATTEST:

[Signature]
Name: CAROLYN PAMPENELLA
Title: ASST SEC.

BENEFICIARY:

[Signature]
Leonard Sable, not personally
or individually, but solely as
trustee as aforesaid

GUARANTOR:

[Signature]
Leonard Sable

LENDER:

[Signature]
John G. Prodomos

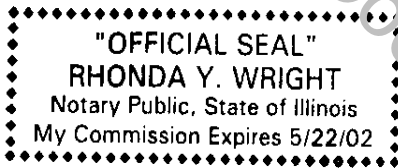
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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, RHONDA Y. WRIGHT, a Notary Public in and for the state and county aforesaid, DO HEREBY CERTIFY that KAREN MICHEL and CAROLYN PAMPENELLA, personally known to me to be the ASST VP and ASST SEC, respectively, of The Chicago Trust Company ("Corporation"), and known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST VP and ASST SEC, respectively, of said Corporation, appeared before me this day in person and severally 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 Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of April, 1999.

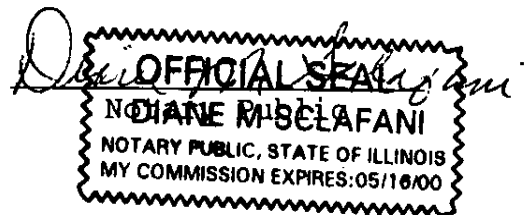


Rhonda Y. Wright
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Diiane M. Scialfani, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Leonard Sable, as trustee of the Coventry Eye Care Center of Evanston Limited Pension Fund, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such trustee, appeared before me this day in person and acknowledged that he signed and delivered said instrument as the free and voluntary act as trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 20 day of April, 1999.



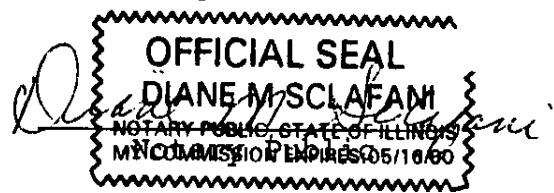
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Diane M Sclafani, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Leonard Sable, 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 said instrument as his free and voluntary act for the uses and purposes therein set forth.

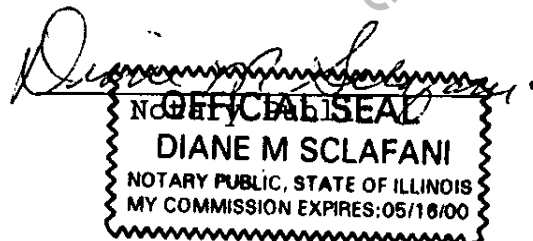
GIVEN under my hand and Notarial Seal, this 20 day of April, 1999.



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Diane M Sclafani, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John G. Prodromos, 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 said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 20 day of April, 1999.



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EXHIBIT A

Legal Description

LOT 14 IN BLOCK 35 IN JOHNSTON, ROBERTS AND STORR'S ADDITION
TO CHICAGO IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION
4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS

Street Address: 334 West Chicago Avenue
Chicago, IL 60610
PIN: 17-04-444-002-0000

Property of Cook County Clerk's Office



THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO
Peter P. Appy, Esq.
155 W. Michigan Ave. Suite 600
Chicago, Illinois 60601