NV NOTE DENTIFIED

#### AMENDMENT NO. 1 TO MORTGAGE

This Amendment No. 1 to Mortgage dated this January, 1991, is made by JOHN G. ANSELMO and MARY ANN ANSELMO, as husband and wife (collectively, the "Mortgagor"), in favor of THE NORTHERN TRUST BANK/O'HARE N.A., formerly known as The Northern Trust Bank/Woodfield (the "Mortgagee"). This Amendment pertains to the real estate described on Exhibit A, attached hereto and made a part hereof.

#### PREAMBLE:

### And I see the "Note" in the Mortgage shared by that certain Amendment No. 1 to Mortgage Note dat the date of this Amendment given by Mortgagor to Mortgage.

2. The third recital of the Mortgagor Note dat the date of this Amendment No. 1 to Mortgage.

2. The third recital of the Mortgage is hereby to read as follows:

"WHEREAS, Mortgagor has executed as follows:

"WHEREAS, Mortgagor has executed delivered to Mortgage a guarar" ("Guarantee") dated the date of this Mortgage, payment of all of the obligations and 1 to Mortgage, hereinafter limited date Morngagor gave to Mortgagee that certain Mortgage dated January 6, 1936, which was recorded on May 5, 1986, in the Office of the Cook County Recorder of Deeds as Document No. 86176832 and was further recorded on May 5, 1986, by the \_\_\_\_\_\_\_\_ County Registrar of Titles as Document No. 3512590 (the "Mortgage"). Mortgagor has requested Mortgagee to provide certain financing to AAC, Inc. ("Borrower") (of which the Mortgagor is the principal shareholder). Mortgages has agreed to provide such financing, so long as, among other things, Mortgagor (i) guaranties all of the

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and which constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows.

1. All references to the "Note" in the Mortgage shall be redefined to mean the "Note" as defined in the Mortgage, as amended by that certain Amendment No. 1 to Mortgage Note dated

- amended by that certain Amendment No. 1 to Mortgage Note dated
- The third recital of the Mortgage is hereby amended

All references to the "Jonathan Leasing Note" in the Mortgage shall be redefined to mean the "AAC Note" as defined in Paragraph 2 of this Amendment.

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- 4. All references to the "Mortgage" in the Mortgage shall be redefined to mean the "Mortgage" as amended by this Amendment.
- 5. All references to the "Guarantee" in the Mortgage shall be redefined to mean the "Guarantee" as defined in Paragraph 2 of this Amendment.
- 6. Mortgagor acknowledges and agrees that the "Indebtedness Hereby Secured" as defined in the Mortgage includes all the liabilities, obligations and indebtedness of Mortgagor to Mortgagee under the Note (as redefined in this Amendment), the Guarantee (as redefined by this Amendment) and the Mortgage (as amended by this Amendment).
- 7. The semicolon at the end of clause 19(i) is hereby amended to read "; or" and a new clause 19(j) is hereby added to the Mortgage as follows:
  - "(j) Any Event of Default shall occur as defined in that certain Loan and Security Agreement dated the date of Amendment No. 1 to this Mortgage by and among Morcoagor, Mortgagee, AAC, Inc. and Jonathan Leasing Company, Ltd.;"
- 8. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

JOHN G. ANSELMO

MARY ANN ANSILMO

Common Street Address:

938-940 Lunt Avenue Schaumburg, Illinois 60195

Permanent Real Estate Index Number:

07-33-101-204 07-33-101-024 07-33-101-023

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## UNOFFICIAL COPY

This Instrument was prepared by and when recorded mail to:

Steven Bright, Esq. Boehm & Pearlstein, Ltd. 33 North LaSalle Street 22nd Floor Droperty of Cook County Clerk's Office Chicago, Illinois 60602

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STATE OF ILLINOIS) COUNTY OF C O O K)

I, the Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT John G. Anselmo and Mary Ann Anselmo personally known to me to be the same persons whose names are subscribed to the foregoing instruments, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_\_\_\_

My Commission Expires:

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Set The subs is day in id instrume. In the substitution of the REGISTRAR OF LITTES 12:2 Hd 22 LYY 1551

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EXHIBIT A TO AMENDMENT NO. 1 TO MORTGAGE -938-940 LUNT AVENUE, SCHAUMBURG, ILLINOIS

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