

# UNOFFICIAL COPY

905303mv.031

3966407

## AMENDMENT NO. 1 TO MORTGAGE

NOTE IDENTIFIED

This Amendment No. 1 to Mortgage dated this 17th day of 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.

### P R E A M B L E:

Mortgagor gave to Mortgagee that certain Mortgage dated January 6, 1986, 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 Cook 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). Mortgagee has agreed to provide such financing, so long as, among other things, Mortgagor (i) guaranties all of the indebtedness, obligations and liabilities of Borrower to Mortgagee; and (ii) executes and delivers to Mortgagee this Amendment.

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 the date of this Amendment given by Mortgagor to Mortgagee.

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

"WHEREAS, Mortgagor has executed and delivered to Mortgagee a guaranty the ("Guarantee") dated the date of Amendment No. 1 to this Mortgage, guarantying the payment of all of the indebtedness, obligations and liabilities of AAC, Inc. to Mortgagee, whether now existing or hereinafter arising, including, but not limited to, that certain note dated the date of Amendment No. 1 to this Mortgage executed by AAC, Inc. (the "AAC Note") in the principal amount of \$305,864.98 payable to Mortgagee."

3. 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.

72 87 800 - D3

3966407

LEGAL DESCRIPTION AFFECTS PROPERTY OF CTFF#1458720 AND OTHER PROPERTY

MAY 22 1991

ASS 1458718  
Tcm

Loan from Northern Trust to AAC, Inc. (owned by Jonathan Leasing Note)

# UNOFFICIAL COPY

STATE OF ILLINOIS

In the County of Cook, State of Illinois, I, the undersigned, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said County, and that the same has been compared with the original and found to be a true and correct copy thereof.

WITNESSETH MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Attest my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

In testimony whereof, I have hereunto set my hand and seal of office, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CLERK OF COOK COUNTY

30000000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0 3 9 8 3 4 0 7

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 ANSELMO

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

3966407

# UNOFFICIAL COPY

all other matters set forth in the "Agreement" and to determine the  
amount of the "Agreement" and to determine the amount of the

in this agreement and to determine the amount of the "Agreement" and to determine the amount of the

and to determine the amount of the "Agreement" and to determine the amount of the

and to determine the amount of the "Agreement" and to determine the amount of the

Property of Cook County Clerk's Office

50000000

...

...

...

...

...

...

# UNOFFICIAL COPY

This Instrument was prepared by  
and when recorded mail to:

Steven Bright, Esq.  
Boehm & Pearlstein, Ltd.  
33 North LaSalle Street  
22nd Floor  
Chicago, Illinois 60602

Property of Cook County Clerk's Office

3966407

# UNOFFICIAL COPY

This document was prepared by  
the Illinois State Board of  
Examiners of Public Accountants  
and is intended for informational  
purposes only. It is not  
to be used as a substitute for  
any other document or as a  
basis for any legal action.

Property of Cook County Clerk's Office

70610000



# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1991.

Property of Cook County Clerk's Office

RECORDED  
INDEXED

38888888

RECORDED

03888888

03888888

RECORDED

RECORDED  
INDEXED

03888888

03888888

RECORDED



# UNOFFICIAL COPY

0 3 9 6 8 4 0 7

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

LOTS 26 and 27 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT NUMBER  
154, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 33, TOWNSHIP  
41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

3966107

# UNOFFICIAL COPY

RECEIVED BY THE CLERK OF THE COURT  
COUNTY OF COOK, ILLINOIS, ON 11-15-2011

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 15th day of November, 2011.

Property of Cook County Clerk's Office

20111115 11:15 AM