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AMENDMENT TO MORTGAGE AND LOAN DOCUMENTS

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING TO BE
RETURNED TO:

THOMAS P. DUFFY, ESQ.
WILDMAN, HARROLD, ALLEN & DIXON
225 WEST WACKER DRIVE
SUITE 2600
CHICAGO, ILLINOIS 60606
Kedzie Street Property

BOX 333-CTI

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AMENDMENT TO MORTGAGE AND LOAN DOCUMENTS

This Amendment to Mortgage and Loan Documents (this "Agreement") is dated as of the 10th day of July, 2000, and is between FOUNDERS BANK, formerly known as Mt. Greenwood Bank, as Trustee under a Trust Agreement dated February 7, 1989, and known as Trust No. 50842 ("Mortgagor") and COLE TAYLOR BANK, an Illinois banking corporation ("Mortgagee").

RECITALS:

A. Mortgagee is the holder of: (i) a Mortgage (the "Mortgage") dated as of December 1, 1997, executed by Mortgagor encumbering the property legally described on Exhibit A attached hereto (the "Mortgaged Premises") which was recorded with the Recorder of Deeds for Cook County, Illinois on January 2, 1998 as Document No. 98001823, (ii) a Collateral Assignment of Rents and Leases dated as of December 1, 1997, executed by Mortgagor encumbering the Mortgaged Premises, which was recorded with the Recorder of Deeds for Cook County, Illinois on January 2, 1998 as Document No. 98001824, (iii) a Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust dated as of December 1, 1997 which collaterally assigns to Mortgagee 100% of the beneficial interest and power of direction in and to Mortgagor, and (iv) certain other environmental indemnity, hypothecation and ancillary documents executed in connection with the Mortgage (collectively, the "Kedzie Street Loan Documents") All capitalized terms used herein shall have the same meaning as such terms are used in the Mortgage.

B. Pursuant to the terms of certain loan documents ("New Credit Agreements") between Mortgagee and Borrower, which inure to the direct financial benefit of the owner of 100% of the beneficial interest in Mortgagor, Mortgagee has made a new loan (the "New Credit Facility") available to Borrower in the original principal amount of Eighteen Million Five Hundred Thousand and No/100 Dollars (\$18,500,000.00). A portion of the New Credit Facility shall be used to refinance the existing Loan as defined in the Mortgage and the balance of the New Credit Facility shall be available to Borrower under the terms, conditions and limitations of the New Credit Agreements.

C. The New Credit Facility is evidenced by that certain Note (the "Replacement Note") dated as of the date hereof executed by Borrower payable to the order of Mortgagee in the original principal amount of Eighteen Million Five Hundred Thousand and No/100 Dollars (\$18,500,000.00), which Replacement Note is payable and is issued subject to the terms, conditions and limitations set forth in the Replacement Note and the New Credit Agreements. The Replacement Note has a maturity date of December 31, 2002.

D. As a condition to Mortgagee making the New Credit Facility available to Borrower, Mortgagee requires an amendment to the Kedzie Street Loan Documents, so that the Kedzie Street Loan Documents shall be additional collateral for the New Credit Facility and the Replacement Note.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree acknowledge and agree as follows:

1. The Recitals are hereby incorporated into and shall become part of this Amendment.

2. The Kedzie Street Loan Documents are hereby amended and shall be collateral for and secure the New Credit Facility and the Replacement Note. All references in the Kedzie Street Loan Documents to the Loan in the amount of Six Million Two Hundred Thousand and No/100 Dollars (\$6,200,000.00) made by Mortgagee to Borrower are hereby deleted and such references are hereby amended to refer to the New Credit Facility of Eighteen Million Five Hundred Thousand and No/100 Dollars (\$18,500,000.00) made available by Mortgagee to Borrower. The Kedzie Street Loan Documents are hereby amended and shall be collateral and security for the New Credit Facility.

3. The Replacement Note shall supersede and replace the Note and shall be secured by and entitled to all of the collateral, security, priority and benefits of the Kedzie Street Loan Documents. All references in the Kedzie Street Loan Documents to the Note executed by Borrower payable to Mortgagee in the amount of Six Million Two Hundred Thousand and No/100 Dollars (\$6,200,000.00) are hereby deleted and such references are hereby amended to refer to the Replacement Note of Eighteen Million Five Hundred Thousand and No/100 Dollars (\$18,500,000.00) executed by Borrower payable to Mortgagee. The Kedzie Street Loan Documents are hereby amended and shall be collateral and security for the Replacement Note.

4. Paragraphs 18.1C. and D. set forth on Page 17 of the Mortgage are hereby deleted in their entirety and the following is inserted in lieu thereof:

C. failure of Mortgagor to perform or observe within thirty (30) days after written notice from Mortgagee to Mortgagor any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under this Mortgage or any other document executed by Mortgagor in favor of Mortgagee with respect to the Mortgaged Premises;

D. failure of Borrower to perform or observe, after the applicable notice and cure period, if any, any condition, covenant, term, agreement or provision required to be performed or observed by Borrower under any other Loan Document or the occurrence of an "Event of Default"

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(as defined in the other Loan Documents) under any of the other Loan Documents;

5. Mortgagor represents and warrants that no Event of Default has occurred under the any of the Kedzie Street Loan Documents, as hereby amended, and Mortgagor hereby reaffirms all of its representations, covenants, agreements and obligations under the Kedzie Street Loan Documents, as hereby amended, which amended Kedzie Street Loan Documents shall be collateral for and secure Borrower's indebtedness, liabilities and obligations under the New Credit Facility and the Replacement Note.

6. In all other respects, the terms and provisions of the Kedzie Street Loan Documents, as hereby amended, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MORTGAGOR:

FOUNDERS BANK, formerly known as Mt. Greenwood Bank, as Trustee under a Trust Agreement dated February 7, 1989, and known as Trust No. 50842 AND NOT PERSONALLY

By *Deane R. Hanno*
Its: ASSISTANT TRUST OFFICER

By *Tiffany Lodi*
Its: TRUST OPERATIONS SUPERVISOR

LENDER:

COLE TAYLOR BANK, an Illinois banking corporation

By: *[Signature]*
Its: SUP

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements, by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own rights, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Founders Bank or any beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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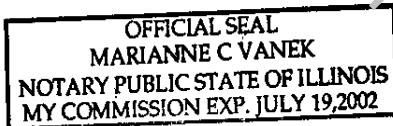
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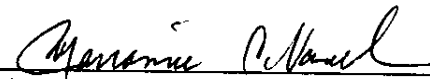
STATE OF

COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that DIANE HANNO and TIFFANY LODE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~ASST. TRUST OFFICER~~ and ~~TRUST OPERATIONS SUPERVISOR~~ of FOUNDERS BANK, formerly known as Mt. Greenwood Bank, as Trustee under a Trust Agreement dated February 7, 1989, and known as Trust No. 50842 appeared before me 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 FOUNDERS BANK, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12TH day of JULY, 2000.





Notary Public

My Commission Expires:

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STATE OF Illinois

00539532

COUNTY OF Cook

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that DAVID LIVINGSTON, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SR. VICE PRESIDENT of COLE TAYLOR BANK, an Illinois banking corporation, appeared before me 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 Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of July, 2000.

Lisa A. Robish
Notary Public

My Commission Expires: 10-2-2000

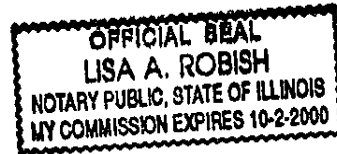


EXHIBIT A
LEGAL DESCRIPTION

LOTS 57 TO 63, BOTH INCLUSIVE, IN BLOCK 4 IN J.S. HOVLANDS RESUBDIVISION OF BLOCKS 1, 2 AND 3 (EXCEPT LOTS 14, 15, 17 AND 18) AND ALL OF BLOCK 4 OF J.S. HOVLANDS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address:

11041 South Kedzie
Chicago, Illinois

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