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5/5/0101 49 001 Page 1 of 11
2000-10-05 12:59:00
Cook County Recorder 41.50



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This instrument prepared by
and please return to:
Kimberly K. Enders, Esq.
100 West Monroe Street #1500
Chicago, Illinois 60603



Property of Cook County Clerk's Office

N9400319 / 108 / SCOTT

P.I.N.: 17-08-424-012 (Affects Lot 16 of Parcel 1)
17-08-424-007 (Affects Lot 10 of Parcels 1 and 2)
17-08-424-013 (Affects Lots 11-15 of Parcel 2)

COMMONLY KNOWN AS: 900-10 West Lake Street, Chicago, Illinois

MODIFICATION OF MORTGAGE

This instrument is a Modification of a Restated Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage") among LaSalle Bank National Association, formerly known as LaSalle National Bank ("Mortgagee") and LaSalle Bank National Association, formerly known as LaSalle National Bank, as Trustee under Trust Agreement dated August 15, 1998 and known as its Trust No. 121868, Lake Street Lofts, L.L.C., an Illinois limited liability company, and Gresham, Inc., an Illinois corporation (collectively "Mortgagor"), which Mortgage is dated May 21, 1999 and executed by Mortgagor, and was recorded with the Cook County Recorder of Deeds on May 27, 1999 as Document No. 99511459.

RECITALS:

A. WHEREAS, Mortgagor holds fee simple title or leasehold interest to certain real estate legally described on Exhibit A hereto ("Real Estate");

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B. WHEREAS, on May 21, 1999, Mortgagor executed and delivered to Lender a Promissory Note in the amount of \$9,000,000 ("Note"), which evidences a loan ("Original Loan") in the amount of \$9,000,000, the Mortgage and various other documents of an evidentiary and security nature.

C. WHEREAS, on even date herewith, Mortgagee and Mortgagor have entered into a Loan Modification Agreement ("Modification") pursuant to which Mortgagee extended the maturity date of the Note and granted to Mortgagor an additional loan in the amount of \$1,200,000 ("Additional Loan"). The Original Loan and the Additional Loan are evidenced by a Promissory Note in the amount of \$10,200,000 ("Revised Note"), a copy of which is attached hereto as Exhibit B.

NOW, THEREFORE:

TO SECURE the payment and performance of Indebtedness Hereby Secured (as defined in the Mortgage) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed that the Mortgage is hereby modified and amended to secure the Revised Note and the Modification pursuant to the terms of this Modification.

This instrument is executed by LaSalle Bank National Association, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Modification of Mortgage on September 5, 2000.

MORTGAGEE:

LaSalle Bank National Association

By: Jason M. Costello
Its: AVP

MORTGAGOR:

LaSalle Bank National Association, as Trustee under Trust Agreement dated August 15, 1998 and known as its Trust No. 121868

By: [Signature]
Its: ASSISTANT VICE PRESIDENT

Attest: [Signature]
Its: ASSISTANT SECRETARY

Lake Street Lofts, L.L.C., an Illinois limited liability company

By: [Signature]
Patrick W. Fitzgerald
its Managing Member

Gresham, Inc., an Illinois corporation

By: [Signature]
its President

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.

SHANNON MILLER, a Notary Public in and for the State and County aforesaid, do hereby certify that JASON M. COSTELLO of LaSalle Bank National Association, 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 as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Sept. 6, 2000.



[Signature]
Notary Public

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JASON M. COSTELLO

CLERK OF COURT
JANUARY 1, 2013
COURT OF COMMON PLEAS
COLUMBUS, OHIO

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STATE OF ILLINOIS)
COUNTY OF C O O K) SS.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Patrick J. Fitzgerald, Managing Member of Lake Street Lofts, L.L.C., an Illinois limited liability company, 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 as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.



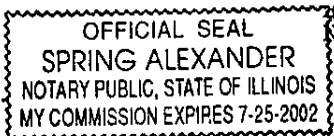
GIVEN under my hand and Notarial Seal Sept. 6, 2000.

Nadine K. Bryant
Notary Public

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Dorothy A. Denning and David Eingorn, AVP President and Asst. Secretary, respectively, of LaSalle Bank National Association, as Trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal September 5, 2000.

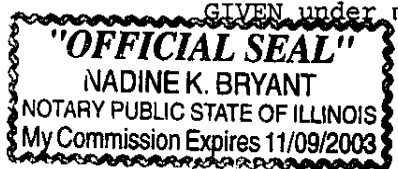


STATE OF ILLINOIS)
COUNTY OF C O O K) ss

Spring Alexander
Notary Public

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Patrick J. Fitzgerald, President, of Gresham, Inc., an Illinois corporation, 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 as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Sept. 6, 2000.



Nadine K. Bryant
Notary Public

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10/2/2011

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COOK COUNTY CLERK'S OFFICE
PROPERTY OF CLERK'S OFFICE
10/2/2011

[Handwritten signature]

COOK COUNTY CLERK'S OFFICE
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10/2/2011

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EXHIBIT A

LEGAL DESCRIPTION:

Parcel No. 1:

Lots 10, 11, 12, 13, 14, 15 and 16 taken as a tract (except the West 50.00 feet of said tract) in Block 21 in Carpenter's Addition to Chicago in the Southeast $\frac{1}{4}$ of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Parcel No. 2:

The West 50.00 feet of Lots 10, 11, 12, 13, 14, 15 and 16 taken as a tract in Block 21 in Carpenter's Addition to Chicago in the Southeast $\frac{1}{4}$ of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

COMMONLY KNOWN AS: 900-10 W. Lake Street, Chicago, Illinois

P.I.N.: 17-08-424-007-0000
 17-08-424-013-0000
 17-08-424-012-0000

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EXHIBIT B

PROMISSORY NOTE ("Revised Note")

\$10,200,000.00

September 5, 2000

FOR VALUE RECEIVED the undersigned, LaSalle Bank National Association, as Trustee under Trust Agreement dated August 15, 1998 and known as its Trust No. 121868, Lake Street Lofts, L.L.C., an Illinois limited liability company and Gresham, Inc., an Illinois corporation (collectively "Borrowers"), jointly and severally, promise to pay to the order of LaSalle Bank National Association (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of Ten Million Two Hundred Thousand (\$10,200,000) Dollars, or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

(a) On the first day of the month following the initial disbursement hereof, and on the first day of each succeeding calendar month thereafter until all amounts due hereunder are paid in full, there shall be paid interest only, in arrears, on the outstanding principal balance at a rate equal to the prime rate of interest in effect from time to time at LaSalle Bank National Association plus one-half (.5%) percent per annum.

(b) On the first day of the month eighteen months after the initial disbursement hereof, but in no event later than July 1, 2001 ("Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

(c) In the event that Borrowers fulfill the conditions of Section 15.1 of the Loan Agreement hereafter described, and the Modification hereafter described, Borrowers may extend the Maturity Date until the Extended Maturity Date set forth below. In such event, on the Maturity Date, instead of the amount due pursuant to subparagraph (b) above, there shall be paid such amount as shall be necessary to reduce the outstanding balance of this Note, including principal, interest and any other charges due on this Note, to the amount of \$8,700,000. The Maturity Date or the first day of the month following any date preceding the Maturity Date on which the conditions of Section 15.1 of the Loan Agreement are met as modified by the Modification, shall then become the "Term Interest Date."

(d) On the first day of the month following the Term Interest Date, and on the first day of each succeeding calendar month thereafter for the next 59 months, there shall be paid such amount as shall be appropriate to amortize the amount of \$8,700,000 over a term of thirty (30) years at the Term Interest Rate hereafter described by the level rate amortization method, which such payment shall be applied first to interest at the Term Interest Rate and the remainder to principal.

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EXHIBIT B

(e) The Term Interest Rate shall be determined by the greater of: (i) adding 1.50 percentage points to the Cost of Funds. The Cost of Funds is defined as the weekly average yield on United States Treasury securities adjusted to a constant maturity of five years in effect as of the Term Interest Date, as published in the Federal Reserve Statistical Release (H.15, Selected Interest Rates Report), rounded to the nearest .125% plus the cost of the swap spread as determined by the Bloomberg Financial Markets Commodities News; or (ii) six and three-quarters (6.75%) percent per annum.

(f) On first day of the month 60 months after the Term Interest Date, but in no event later than July 1, 2006 ("Extended Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

In the event prior to the Term Interest Date, the publication of the Federal Reserve Statistical Release or the Bloomberg Financial Markets publications are discontinued, the determination provided for in subparagraph (e) above shall be made based upon such index as shall be in the reasonable judgment of Holder, comparable to the index provided for in said subparagraph (e). In the event the index selected by the Holder is not acceptable to Borrowers, the interest rate previously in effect shall continue to be in effect for an additional period of two months and monthly payments shall continue in the same amount plus an amount equal to 1/360 of the then balance of the Note. During such period of two months Borrowers and Holder shall negotiate an acceptable rate of interest and a mutually acceptable method of determining a rate of interest for future adjustments. Should the parties reach an agreement the monthly payments for the preceding two months shall be adjusted and monthly payments shall be calculated based upon such agreement. Should the parties not reach an agreement within such two months, then the principal balance, together with all accrued interest and all other amounts due hereunder, shall be due and payable and shall be paid on the tenth day following the expiration of such two-month period.

Interest shall be calculated on the basis of a year having 360 days and paid based on the actual days outstanding.

Until the Maturity Date, the balance due on account of this Note may be prepaid in whole or in part without penalty or premium and all accrued interest hereon shall be payable and shall be paid on the date of prepayment. In the event Borrowers and Holder have extended the date for full payment of this Note until the Extended Maturity Date, the balance due on this Note may be prepaid in whole or in part, provided that on the date of prepayment there is also paid all outstanding accrued interest and a premium ("Prepayment Premium") equal to the greater of (i) one percent (1%) of the amount so prepaid, or (ii) the Yield Amount (as hereinafter defined).

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EXHIBIT B

For the purposes of this Note, the "Yield Amount" shall be the amount calculated as follows:

(a) There shall first be determined, as of the date fixed for prepayment (the "Prepayment Date") the amount, if any, by which the interest rate then in effect hereunder exceeds the yield to maturity percentage (the "Current Yield") for the United States Treasury Note closest in maturity to the Extended Maturity Date (the "Treasury Note") as published in The Wall Street Journal on the fifth business day preceding the Prepayment Date. If publication of the Current Yield of the Treasury Note in The Wall Street Journal is discontinued, Lender, in its sole discretion, shall designate another daily financial or governmental publication of national circulation to be used to determine the Current Yield;

(b) The difference calculated pursuant to clause (a) above shall be multiplied by the amount of principal being prepaid as of the Prepayment Date;

(c) The product calculated pursuant to clause (b) above shall be multiplied by the quotient, rounded to the nearest one-hundredth of one percent, obtained by dividing the number of days from and including the Prepayment Date to and including the Extended Maturity Date, by 360;

(d) The sum calculated pursuant to clause (c) above shall be discounted at the annual rate of the Current Yield to the present value thereof as of the Prepayment Date, on the assumption said sum would be received in equal monthly installments on each monthly anniversary of the Prepayment Date prior to the Extended Maturity Date, with the final such installment to be deemed received on the Extended Maturity Date; and

(e) Borrowers shall not be entitled in any event to a credit against, or a reduction of the indebtedness being prepaid if the Current Yield exceeds the Term Interest Rate or for any other reason.

Borrowers acknowledge that the Loan was made on the basis and assumption that Holder would receive the payments of principal and interest set forth herein for the full term hereof. Therefore, whenever the maturity hereof has been accelerated by Holder by reason of the occurrence of a default under this Note or any other of the security agreements, including an acceleration by reason of sale, conveyance, further encumbrance or other default (which acceleration shall be at Holder's sole option), there shall be due, in addition to the outstanding principal balance, accrued interest and other sums due hereunder, a Prepayment Premium equal to the amount that would be due if a voluntary prepayment of the entire principal balance had been made on the date the Holder declares the acceleration; provided, however, no prepayment premium shall be due if paid during the 30-day period immediately preceding the Maturity

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EXHIBIT B

Date, provided the maturity has not been accelerated as provided herein.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of LaSalle Bank National Association, 135 South LaSalle Street, Chicago, Illinois 60603.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest is not paid within five (5) days after the date the same is due, the undersigned promises to pay a "Late Charge" of five (5%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

This Note is executed pursuant to a Loan Modification Agreement executed concurrently herewith ("Modification"). This Note replaces that certain Promissory Note in the amount of \$9,000,000 ("Original Note") made by Borrower on May 21, 1999. The Original Note is secured by a Restated Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage") executed on May 21, 1999 and recorded on May 27, 1999 with the Cook County Recorder of Deeds as Document No. 99511459. Amounts outstanding pursuant to the Original Note shall be outstanding under this Note. All interest rates applicable to and charged on the Original Note and all payments made in the Original Note are unchanged. Pursuant to the Modification, the Mortgage and other security documents are modified to secure this Note.

At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default in the payment of principal or interest when due in accordance with the terms hereof which continues unremedied for a period of five (5) days or upon the occurrence of any "Event of Default" under the Mortgage or Loan Agreement.

Under the provisions of the Loan Agreement and the Mortgage the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Mortgage and Loan Agreement are, by this reference, incorporated herein in their entirety and notice is given of such possibility of acceleration.

The principal hereof, including each installment of principal, shall bear interest after the occurrence of an event of default, not cured within the applicable cure period, at the annual rate (herein called the "Default Rate") determined by adding three (3%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

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EXHIBIT B

Borrowers waive notice of default, presentment, notice of dishonor, protest and notice of protest.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promise to pay all costs incurred by Bank in connection therewith including, but not limited to, court costs, litigation expense and reasonable attorneys' fees.

Payments received on account of this Note shall be applied first to the payment of any amounts due pursuant to the next preceding paragraph, secondly to interest and Late Charges and the balance to principal.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrowers, Escrowees or otherwise for the benefit of Borrowers shall, for all purposes, be deemed outstanding hereunder and received by Borrowers as of the date of such mailing, wire transfer or other delivery, and interest shall accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by such Escrowees to the Borrowers.

Borrowers knowingly, voluntarily and intentionally waive irrevocably the right they may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with this Note, Mortgage or any of the other obligations, or the collateral secured by the Security Documents, or any agreement, executed or contemplated to be executed in conjunction herewith or any course of conduct or course of dealing, in which Holder and Borrowers are adverse parties. This provision is a material inducement for Holder in granting any financial accommodation to Borrowers.

This Note is executed by LaSalle Bank National Association, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on LaSalle Bank National Association, personally to pay any indebtedness arising or accruing under or pursuant to this Note, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of LaSalle Bank National Association, if any, being expressly waived by each and every person now or hereafter claiming any right under this Note.

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EXHIBIT B

Time is of the essence of this Note and each provision hereof.

LaSalle Bank National
Association, as Trustee under
Trust Agreement No. 121868
dated August 15, 1998

By: _____
Its _____

Attest: _____
Its _____

Lake Street Lofts, L.L.C., an
Illinois limited liability
company

By: _____
Patrick J. Fitzgerald, its
Managing Member

Gresham, Inc, an Illinois
corporation

By: _____
Its _____

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