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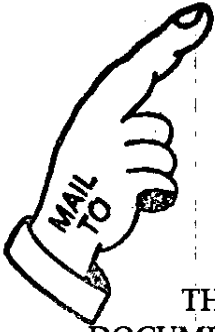
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Cook County Recorder 31.50

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

David J. O'Keefe
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601



**THIRD MODIFICATION OF MORTGAGE
AND OTHER SECURITY DOCUMENTS**

THIS THIRD MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of this 22nd day of March, 2001, by A-BORG, L.L.C., an Illinois limited liability company ("Borrower") with a mailing address of 400 West Huron Street, Chicago, Illinois 60610, to the order of MANUFACTURERS BANK (together with its successors and assigns, including each and every holder from time to time of the Note hereinafter described, "Lender") with a mailing address at 1200 North Ashland Avenue, Chicago, Illinois 60622, Attn: Jane M. Okarski.

RECITALS:

WHEREAS, Lender has heretofore made a loan (the "Loan") to Borrower in the original principal amount of Five Million Five Hundred Twenty Five Thousand and 00/100 Dollars (\$5,525,000.00); and

WHEREAS, the Loan is evidenced by a Mortgage Note dated as of September 22, 1999 made by Borrower whereby Borrower promised to pay to the order of Lender the principal sum of Five Million Five Hundred Twenty Five Thousand and 00/100 Dollars (\$5,525,000.00), all as more specifically set forth in said Mortgage Note, as amended by that certain Amendment to Mortgage Note dated as of March 22, 2000 and that certain Second Amendment to Mortgage Note dated as of June 18, 2000 (said Mortgage Note, Amendment to Mortgage Note and Second Amendment to Mortgage Note collectively referred to herein as "Note"); and

WHEREAS, the Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of the 22nd day of September, 1999, by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 1, 1999, as Document No. 99933777, as amended by that certain Modification of Mortgage and Other Security Documents dated as of the 22nd day of March, 2000, recorded in the office of the Recorder of Deeds of Cook County, Illinois, on May 18, 2000 as Document No. 00359100 and that certain Second Modification of Mortgage and Other Security Documents dated as of the 18th day of June, 2000, recorded in the office of the Recorder of Deeds of Cook County, Illinois, on September 13, 2000 as Document No. 00711711 (said Mortgage, Assignment of Leases and Rents, and Security Agreement, Modification of Mortgage and Other Security Documents and Second Modification of Mortgage and Other Security Documents collectively referred to

herein as "Mortgage"), a Collateral Assignment of Leases and Rents dated as of the 22nd day of September, 1999, by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 1, 1999, as Document No. 99933778, and a Guaranty of Payment dated as of the 22nd day of September, 1999, by W. Harris Smith and Stanley Nitzberg (collectively "Guarantors") in favor of Lender, as modified by that certain Consent and Reaffirmation of Guarantors and Modification of Guarantor of Payment dated as of the 22nd day of March, 2000 and that certain Second Consent and Reaffirmation of Guarantors and Modification of Guarantor of Payment dated as of the 18th day of June, 2000 (the Guaranty of Payment, Consent and Reaffirmation of Guaranty of Payment and Second Consent and Reaffirmation of Guaranty of Payment collectively referred to herein as "Guaranty"); and any and all other instruments and documents executed by or on behalf of Borrower and delivered to Lender in connection with the Loan, which are hereinafter collectively referred to as the "Other Security Documents"; and

WHEREAS, the Note currently provides that the Maturity Date thereof is March 22, 2001; and

WHEREAS, Borrower desires that the Loan be modified to extend the Maturity Date of the Note; and

WHEREAS, the parties desire to modify and amend the Loan as provided herein and as a condition to such modification, Lender is requiring: (i) this Modification; (ii) a Third Amendment to Mortgage Note dated of even date herewith executed by Borrower (the "Note Amendment"), whereby the Note is modified to extend the Maturity Date as provided above; and (iii) a Third Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment executed by Guarantors ("Guaranty Modification") whereby the Guaranty is modified to refer to the Note as modified by the Note Amendment.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.

2. **References to Note.** From and after the date hereof (i) the Mortgage, the Assignment and the Other Security Documents shall be deemed to secure the Note as modified by the Note Amendment; and (ii) any and all references in the Mortgage or the Other Security Documents to the "Note" shall be deemed to refer to the Note as modified by the Note Amendment.

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3. References to Loan Documents and Guaranty. Any and all references in the Note, the Mortgage and the Other Security Documents to the "Loan Documents" shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification: and any and all references in the Note, the Mortgage and the Other Security Documents to the "Guaranty" shall from and after the date hereof be deemed to refer to the Guaranty as modified by the Guaranty Modification.

4. Reaffirmation of Representations and Warranties. Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.

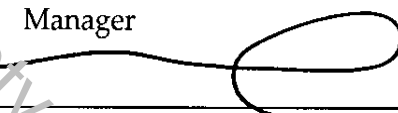
5. Reaffirmation of Covenants. Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

6. Laws of Illinois. This Modification shall be covered and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

A-BORG, L.L.C., an Illinois limited liability company

By: **Wooton Construction, Ltd.**
Its: **Manager**

By: 
Name: **W. Harris Smith**
Its: **President**

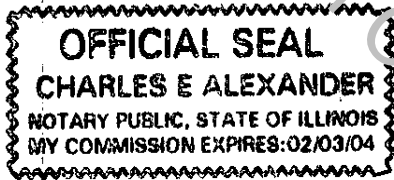
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Charles Alexander, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that W. Harris Smith, President of **Wooton Construction, Ltd.**, an Illinois corporation and Manager of **A-BORG, L.L.C.**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing **THIRD MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS**, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument, on behalf of said Corporation and Company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 26th day of April, 2001.

Charles Alexander
Notary Public



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CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Third Modification of Mortgage and Other Security Documents.

Dated as of March 22, 2001

MANUFACTURERS BANK

By: Marilynn Williams
Name: Marilynn Williams
Title: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, LA-TORIS D. JORDAN, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marilynn Williams of MANUFACTURERS BANK, personally known to me to be the same person whose name is subscribed to the foregoing CONSENT OF MORTGAGEE, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of said Bank and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 27th day of APRIL, 2001.

La-Toris D. Jordan
Notary Public

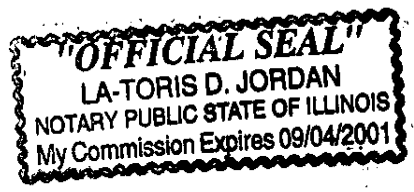


EXHIBIT "A"

LEGAL DESCRIPTION

LOT 8 AND THE SOUTH 10.5 FEET OF LOT 9 IN BLOCK 15 IN FORT DEARBORN ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH FRACTION HALF OF SECTION 10 TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 5 NORTH WABASH
CHICAGO, ILLINOIS

PERMANENT INDEX NOS.: 17-10-312-005-0000

Property of Cook County Clerk's Office