

THIRD AMENDMENT TO  
NOTE, MORTGAGE, ASSIGNMENT OF LEASES AND RENTS  
AND OTHER LOAN DOCUMENTS

72-71-749 DW

This Third Amendment to Note, Mortgage, Assignment of Leases and Rents and Other Loan Documents (the "Third Amendment") is made as of September 1, 1993, among LaSalle National Bank (formerly Exchange National Bank of Chicago) ("Lender"), LaSalle National Trust, N.A. as Trustee under a Trust Agreement dated January 2, 1962 and known as Trust No. 28644 ("Trustee") and Peerless Weighing and Vending Machine Corporation, a Delaware corporation ("Borrower").

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RECITALS

Lender has made a loan to Borrower (the "Loan") evidenced and secured by the following documents:

(i) Note dated September 12, 1990 in the original principal amount of \$4,500,000 (the "Note");

(ii) Mortgage and Security Agreement executed by Borrower and Trustee of even date with the Note recorded in the Office of Recorder of Deeds of Cook County, Illinois ("Recorder's Office"), on September 12, 1990 as Document No. 90-444069 (the "Mortgage") which encumbers the real estate and leasehold interest legally described on Exhibit A attached hereto (the "Property");

(iii) An Assignment of Leases and Rents of even date with the Note, recorded in the Recorder's Office on September 12, 1990 as Document No. 90-444070 encumbering the Property (the "Assignment of Leases");

(iv) Collateral Assignment of Beneficial Interest ("Collateral ABI") pursuant to which Borrower assigned to Lender its interest in and Borrower's rights under the Trust Agreement creating Trustee;

(v) Continuing Unconditional Guaranty executed by Donald C. Rockola;

(vi) UCC-2 Financing Statements executed by Borrower and Trustee recorded in the Recorder's Office on September 12, 1990 as Document Nos. 19294 and 90 U 19295, respectively; and

(vii) UCC-1 Financing Statement executed by Borrower and filed with the Secretary of State of Delaware on September 24, 1990 as Document No. 13562 and with the Secretary of State of Illinois on September 20, 1990 as Document No. 2764115. (The documents described in subparagraphs (vi) and (vii) may be separately referred to as the "Financing Statements.")

In connection with Borrower's exercise of its option to extend the maturity date of the Loan, all of the foregoing were amended by that certain First Amendment to Note, Mortgage, Assignment of

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Leases and Rents and Other Loan Documents dated as of September 1, 1991 (the "First Amendment") and recorded in the Recorder's Office on October 30, 1991, as Document No. 91567450 and further amended by that certain Second Amendment to Note, Mortgage, Assignment of Leases and Rents and Other Loan Documents dated September 1, 1992 (the "Second Amendment") and recorded in the Recorder's Office on October 5, 1992 as Document No. 92739719.

For purposes of this Third Amendment, the Note, Mortgage, Assignment, Collateral ABI, as amended by the First Amendment and Second Amendment, the Financing Statements and other documents and instruments evidencing and securing or otherwise executed in connection with the Loan are hereinafter referred to as the "Loan Documents."

The original maturity date of the Loan was September 1, 1991. Pursuant to certain understandings between Lender and Borrower, Borrower had another option to extend the maturity date of the Loan to June 1, 1994 ("Third Extended Maturity Date"). Borrower desires to exercise such option.

In addition, Borrower and Lender have agreed that additional land owned by the Corporation shall be submitted to the lien of the Mortgage which is legally described on Exhibit B attached hereto consisting of a vacant parcel of land (the "Added Parcel").

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

1. The Maturity Date of the Loan is hereby extended to June 1, 1994, and the Note and the other Loan Documents are hereby amended so that any and all references in the Note and the other Loan Documents to the Maturity Date of the Note or the Loan shall now refer to the Third Extended Maturity Date.

2. The outstanding balance of the Loan if not sooner paid shall be due and payable in full on the Third Extended Maturity Date unless accelerated or prepaid in accordance with the Loan Documents. Lender acknowledges that Borrower has made principal payments totalling \$750,000 within the past twelve months, which will reduce the outstanding principal balance to \$2,750,000.00.

3. Paragraph 4 of the Assignment of Leases is hereby amended to provide that Borrower shall furnish the rent roll described therein to Lender, on or before January 30 of each calendar year during the term of the Note prepared on an annual basis.

4. Section 3.15 of the Mortgage is amended to provide that Borrower maintain a net worth of at least \$3,750,000, as determined in accordance with generally accepted accounting principles.

5. Borrower hereby grants, conveys, mortgages and warrants to Lender the Added Parcel as part of the Land described in the

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Mortgage. All references in the Mortgage and the Loan Documents to the "Property," the "Mortgaged Property" or the "Premises" shall be deemed to include the Added Parcel and all improvements, equipment, and fixtures thereon and all rents, income and proceeds therefrom. Borrower agrees to execute such amendments to the Financing Statements as Lender shall require to effectuate the addition of the Added Parcel to the legal description of the Premises contained therein.

6. Borrower hereby certifies and confirms to Lender that all of the representations and warranties contained in the Mortgage as they relate to the Added Parcel are true and correct in all material respects as of the date hereof.

7. Borrower hereby certifies and confirms to Lender that all of the representations and warranties set forth in the Loan Documents remain true and correct in all material respects as of the date hereof.

8. Borrower hereby certifies and confirms to Lender that except as may previously have been disclosed in writing to Lender, no event has occurred or condition currently exists that constitutes a default or breach under any of the Loan Documents or that would constitute such a default, but for the passage of time or the giving of notice, or both.

9. All references to the Note contained in any of the Loan Documents shall be deemed to refer to the Note as amended by this Third Amendment and to all extensions, renewals, amendments and other modifications thereof. All references to any of the other Loan Documents shall be deemed to refer to the Loan Documents as amended by this Third Amendment and to all subsequent amendments and modifications thereof.

10. Borrower hereby ratifies and reaffirms the Note and the other Loan Documents as hereby amended and the obligations, liabilities, liens, encumbrances and security interests created thereby. Borrower acknowledges that neither Borrower nor any person or entity claiming by, through or under Borrower has any defense or claim for set-off against the enforcement by Lender of the Note or any of the Loan Documents.

11. Except as modified herein, the Loan Documents remain in full force and effect in accordance with their respective terms and provisions.

12. This Third Amendment and the Loan Documents as hereby amended are and shall continue to be binding upon Borrower, its respective successors, assigns and inure to the benefit of Lender and its successors and assigns.

13. In consideration of the extension of the term of the Note, Borrower has paid Lender an extension fee in the amount of \$27,500 and appraisal costs, receipt of which are hereby acknowledged. Borrower shall also pay all Lender's costs and

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expenses in connection with this Third Amendment including any attorneys' fees and costs, title and survey costs.

14. All capitalized terms used herein shall have the same meaning ascribed to them in the Mortgage unless otherwise defined herein.

15. This Amendment is executed by Trustee, not personally, but as Trustee as aforesaid, and all terms, provisions and conditions to be formed by said Trustee are undertaken solely as Trustee and not individually and no personal liability shall be enforceable against the Trustee by reason thereof; provided however that nothing herein shall modify or discharge the personal liability and responsibility of Borrower or Guarantor.

In Witness Whereof, this Third Amendment was executed as of the day and year first above written.

Borrower:

PEERLESS WEIGHING AND VENDING  
MACHINE CORPORATION

By [Signature]  
Its President

Trustee:

LA SALLE NATIONAL TRUST, N.A., as  
Trustee as aforesaid

Attest:

Nancy A. Stach  
Assistant Secretary

By [Signature]  
Its Secretary

Lender:

LA SALLE NATIONAL BANK

By [Signature]  
Its Commercial Loan Associate

Prepared by and return to:

Joy S. Goldman  
SCHWARTZ & FREEMAN  
Suite 1900  
401 North Michigan Avenue  
Chicago, Illinois 60611

By [Signature]  
Its Vice President

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK )

I, Mary Ann Skinkis, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Donald C. Rockera, being the President of PEERLESS WEIGHING AND VENDING MACHINE CORPORATION, a Delaware corporation, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer he signed and delivered said instrument and executed the same as his 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 30<sup>th</sup> day of ~~September~~, 1993.  
*November*

Mary Ann Skinkis  
Notary Public

My Commission Expires:

3-29-96

SEAL

.....  
"OFFICIAL SEAL"  
MARY ANN SKINKIS  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires Mar. 29, 1996  
.....

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STATE OF ILLINOIS )  
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COUNTY OF COOK )

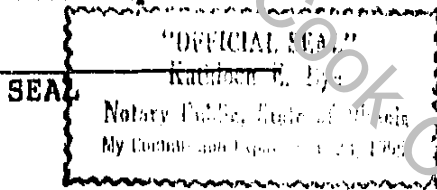
KATHLEEN E. DYE

I, KATHLEEN E. DYE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that REBECCA GARDNER and MARION A. STACH OF LA SALLE NATIONAL TRUST, N.A., as Trustees 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 said instrument pursuant to authority as their own free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 30<sup>th</sup> day of September, 1993.

*Kathleen E. Dye*  
\_\_\_\_\_  
Notary Public

My Commission Expires:



Property of Cook County Clerk's Office

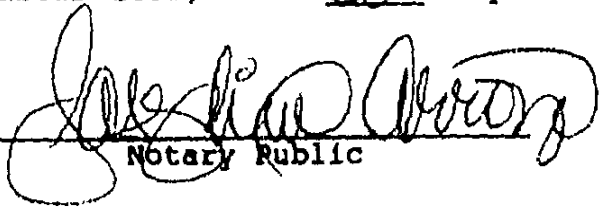
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COUNTY OF COOK )

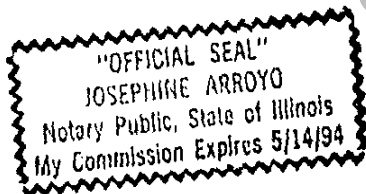
I, Josephine Arroyo, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Don A. Levey and BRUCE S. LINDER OF LA SALLE NATIONAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument pursuant to authority as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 30th day of ~~September~~, 1993.  
November

  
Notary Public

My Commission Expires:

5/14/94  
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## EXHIBIT A

### Legal Description of the Premises

#### PARCEL 1:

THE WEST 1/2 OF LOT 2 IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE EAST 1/2 OF LOT 2 (EXCEPT FROM SAID LAND THE EAST 9 FEET THEREOF FOR ALLEY) IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ALSO THE EAST 40 FEET OF THE WEST 1/2 OF LOT 2 IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOT 3 IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THE NORTH 2/3 OF LOT 6 IN BLOCK 5 IN FRACTIONAL SECTION 15, (EXCEPT THAT PART THEREOF TAKEN OR USED FOR ALLEY), IN TOWNSHIP 39 NORTH RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

ALL OF BORROWER'S RIGHT, TITLE AND INTEREST AS LESSEE IN AND UNDER THAT CERTAIN LEASE MADE BY S. LEONARD BOYCE TO RALPH C. OTIS DATED MARCH 1, 1906 AND RECORDED ON JANUARY 14, 1908 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 4144371 WITH RESPECT TO A PORTION OF THE LAND DESCRIBED AS PARCEL 1.

#### PARCEL 6:

ALL OF BORROWER'S RIGHT, TITLE AND INTEREST AS LESSEE IN AND UNDER THAT CERTAIN LEASE MADE BY TOFFENETTI RESTAURANT COMPANY, INC. TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 28644 DATED JANUARY 24, 1962 AND RECORDED ON FEBRUARY 1, 1962 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 18390587 WITH RESPECT TO THE LAND DESCRIBED AS PARCEL 4.

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ADDRESS:

207 South Wabash, Chicago, Illinois  
221-223 South Wabash, Chicago, Illinois  
63-67 East Adams, Chicago, Illinois  
209-219 South Wabash, Chicago, Illinois

PIN:

17-15-105-001  
17-15-105-002  
17-15-105-003  
17-15-105-004  
17-15-105-005  
17-15-105-006

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17-15-105-007

## EXHIBIT B

### LEGAL DESCRIPTION OF ADDED PARCEL

THE SOUTH  $\frac{1}{3}$  OF LOT 6 IN BLOCK 5 IN FRACTIONAL SECTION 15 (EXCEPT THAT PART THEREOF TAKEN OR USED FOR ALLEY) IN TOWNSHIP 39 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-15-105-007

Vacant Lot near Adams and Wabash  
Chicago, Illinois

LBC3349

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