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COOK COUNTY, ILLINOIS  
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NOTE AND MORTGAGE

MODIFICATION AGREEMENT

THIS NOTE AND MORTGAGE MODIFICATION AGREEMENT (this "Modification Agreement") is made as of November 30, 1994 but effective December 1, 1994 ("Effective Date") by and between CHARTER BANK & TRUST OF ILLINOIS, formerly known as First State Bank & Trust Company of Hanover Park, as Trustee under Trust Agreement dated March 23, 1988 and known as Trust No. 1308 (the "Mortgagor") and CENTURY LIFE OF AMERICA ("Mortgagee").

RECITALS:

A. Mortgagor executed and delivered to Mortgagee a certain Promissory Note dated March 22, 1989 (the "Note") in the original principal amount of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00).

B. To secure the Note, Mortgagor executed and delivered to Lender a certain Mortgage dated March 22, 1989 (the "Mortgage") encumbering real property in Cook County, Illinois legally described on Exhibit A attached hereto (the "Premises"), which Mortgage was recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on March 23, 1989 as Document No. 89127999 and re-recorded on May 15, 1989 as Document No. 89218410.

C. To further secure the Note, Mortgagor executed and delivered to Lender a certain Assignment of Rents and Leases dated March 22, 1989 (the "Assignment of Rents") assigning to Mortgagee all of the rents, issues, profits and leases of and from the Premises, which Assignment of Rents was recorded with the Recorder on March 23, 1989 as Document No. 89128000.

THIS DOCUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

Alison M. Mitchell, Esq.  
Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601

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D. Mortgagee is the owner and holder of the Note, the Mortgage, the Assignment of Rents and certain other documents evidencing and securing the loan evidenced by the Note (collectively, the "Loan Documents").

E. Mortgagor and Mortgagee have agreed to make certain modifications in the Loan Documents on the terms and conditions hereinafter contained.

F. Among the modifications to the Loan Documents, Mortgagor has requested that Mortgagee extend the Maturity Date of the Note and Mortgagee has consented to the extension of the Maturity Date of the Note upon the terms and conditions hereinafter set forth.

G. Additionally, Mortgagor has executed that certain Declaration of Parking Rights dated October 1, 1994 (the "Parking Declaration") and Mortgagee requires that in connection with the modification of the Loan, Mortgagor conveys to Mortgagee as additional security for the Loan its rights in the Parking Declaration.

**NOW THEREFORE**, in consideration of the recitals and the mutual covenants contained in this Modification Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree, stipulate and covenant as follows, notwithstanding anything to the contrary contained in the Loan Documents:

1. **AFFIRMATION OF RECITALS** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **ACKNOWLEDGEMENT OF DEBT** Mortgagor covenants that on December 1, 1994 it shall make a Monthly Amortizing Payment of \$12,735.00 and Mortgagor and Mortgagee acknowledge that, after making said payment, the principal balance due under the Note shall be \$1,200,307.02.
3. **MONTHLY PAYMENTS; MODIFICATION PERIOD** As of the Effective Date, the Note is hereby amended as follows:
  - (a) From March 22, 1989 until the Effective Date the Regular Rate shall mean 10.75% per annum and from the Effective Date until the Maturity Date the Regular Rate shall mean 8.625% per annum;
  - (b) The Default Rate shall mean 13.625%;
  - (c) The Late Charge is 5% of the amount due;
  - (d) The Maturity Date shall mean November 1, 2001; and

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- (e) Commencing on January 1, 1994, and on the first day of each and every month thereafter, to and including October 1, 2001 there shall be paid on account of principal and interest at the Regular Rate on the Note the sum of \$10,765.44 ("Monthly Amortizing Payment") which is an amount sufficient to fully amortize the principal balance with interest at the Regular Rate over a 23 year period; and on the Maturity Date, the entire outstanding principal balance of the Note, together with accrued and unpaid interest thereon, shall be due and payable.

4. **PREPAYMENT.** The Note is further amended as follows:

- (a) The last sentence of Section 11(b) is deleted and the following is inserted in its place:

Any prepayments made pursuant to this Section 11(b) and/or resulting from the acceleration of the Maturity Date by the Mortgagee pursuant to either Section 7(d) or 8(c) of the Mortgage may be made without Premium.

- (b) The text of Section 11(d) is deleted and the following is inserted in its place:

- (d) The Premium (as defined herein) to be paid in connection with a prepayment hereof pursuant to Sections 11(c) above shall be an amount equal to the greater of (x) ONE PERCENT (1%) of the principal amount being prepaid or (y) an amount calculated by Lender, using a financial calculator or present value tables selected by Lender, as follows:

- (A) There shall first be determined, as of the date funds are tendered to Holder (the "Prepayment Date"), the amount, if any, by which the Regular Rate exceeds the yield to maturity percentage (the "Current Yield") for the United States Treasury Bond or Note (the "Treasury Security") closest in maturity to the Maturity Date, as published in the The Wall Street Journal on the fifth (5th) business day preceding the Prepayment Date and if more than one such issue, the issue with the coupon rate closest to the Regular Rate; (if publication of The Wall Street Journal is discontinued or publication of the Current Yield of the Treasury Security in The Wall Street Journal is discontinued, the Holder shall, in its sole discretion,

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designate some other daily financial or governmental publication of national circulation);

- (B) The difference calculated pursuant to clause (A) above shall be multiplied by the principal amount being prepaid, the product of which shall be divided by twelve (12) and shall be the "Payment Differential"; and
- (C) The Premium shall be the present value of the series of Payment Differentials using the number of monthly payments (rounded up to the nearest whole number) from the Prepayment Date to the Maturity Date (the "Remaining Term") discounted (monthly compounding) using the (i) Current Yield divided by twelve, (ii) the number of payments in the Remaining Term, and (iii) the Payment Differential;

provided that Borrower shall not be entitled in any event to a credit against, or a reduction of the indebtedness evidenced hereby to be prepaid or the Premium due hereunder if the Current Yield exceeds the Regular Rate or for any other reason.

(c) The text of Section 11(h)(vii) is deleted.

5. **MORTGAGE**. The date "April 1, 1994" on the first page of the Mortgage is hereby deleted and the date "November 1, 2001" is inserted in its place.

6. **INSURANCE COVERAGE**. The Mortgage is further amended as follows:

(a) by deleting in Paragraph 4(b) the phrase "\$1,000,000 single limit coverage and \$2,000,000 umbrella" and inserting in its place the phrase "\$3,000,000 single limit coverage (less a deductible not to exceed \$10,000)";

(b) by deleting in the second line of Section 4(c) the phrase "one (1) year" and inserting in its place "six (6) months";

(c) by inserting at the end of Section 5(c) the following phrase "(provided however, if the policy contains a co-insurance provision then the policy shall include a so called "agreed amount endorsement")"; and

(d) by inserting in Section 5(e) after the phrase "in excess of \$5,000" the following phrase "(except for as provided in Paragraph 4(b) above)".

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7. **DEPOSITS FOR TAX AND INSURANCE PREMIUMS.** The Mortgage is further amended by deleting Paragraph 6(g) and inserting the following in its place:

(g) All Tax and Insurance Deposits in the possession of Mortgagee shall be held without allowance of interest and need not be kept separate and apart but may be commingled with any funds of the Mortgagee until applied in accordance with the provisions hereof.

8. **PROCEEDS OF INSURANCE.** The Mortgage is further amended as follows:

(a) The following phrase shall be inserted in the fifth line of Paragraph 7(b) after the phrase "Indebtedness Hereby Secured":

and if the minimum appraised value of the Improvements (as determined by a state certified appraiser and approved by Mortgagee), after such restoration is equal to or greater than 115% of the outstanding balance of the Indebtedness Hereby Secured, and if at least 76% of the total leaseable space in the Improvements have been leased to parties which are not "Affiliated Entities" at rates equal to or greater than the average rental rates in effect immediately preceding the Insured Casualty for similar space in the Improvements, and if Mortgagee has consented to the architect selected by Mortgagor to perform the restoration,

(b) The following phrase shall be inserted at the end of Section 7(b):

"Affiliated Entity" shall mean (i) any general partner or limited partner or beneficiary of Mortgagor ("Beneficiary"); (ii) any corporation, partnership, trust or other entity in control of, controlled by or under common control with Beneficiary or any general partner or limited partner of a Beneficiary, and (iii) any officer, director, trustee, general partner, limited partner or employee of any corporation, partnership, trust or other entity in control of, controlled by or under common control with Beneficiary.

9. **CONDEMNATION.** The Mortgage is further amended as follows:

(a) by deleting Section 8(b) and inserting the following in its place "The Award shall be applied, at the election of Mortgagee, either (i) in accordance with subsection (d) of this Section 8 below or (ii) to reimburse

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Mortgagor for the cost of Restoring the portion of the Premises remaining after such Taking, as provided for in Section 9 hereof;"

- (b) by deleting Section 8(c); and
- (c) by deleting in Section 8(d) the phrase "Except as provided for in Subsection (b) of this Section 8".

10. **DISBURSEMENT OF INSURANCE PROCEEDS AND CONDEMNATION AWARDS.** The Mortgage is further amended by deleting Section 9 and inserting the following in its place:

9. **Disbursement of Insurance Proceeds and Condemnation Award.** If the Mortgagor is entitled to reimbursement out of insurance proceeds or any Award held by Mortgagee, such proceeds shall be disbursed after the following conditions have been satisfied:

- (a) The Mortgagee has been furnished with satisfactory evidence of the cost of completion of the Restoring;
- (b) Mortgagor has deposited any funds in addition to the proceeds of insurance or Award necessary to pay for the cost of completion of the Restoring, free and clear of all liens or claims for lien;
- (c) Mortgagor has deposited Architect's certificates, waivers of liens, contractor's sworn statements and such other evidence of costs and payments as the Mortgagee may reasonably require and approve;
- (d) Mortgagor has deposited the funds to pay for the expenses incurred by Mortgagee with respect to the disbursement of such proceeds (including, but not limited to, expenses for title insurance, administration of disbursements, inspections and architect's or attorneys' fees);
- (e) Mortgagor provides Mortgagee with an endorsement to Mortgagee's policy of title insurance issued at the time of closing of the loan dated contemporaneously or after the date the proceeds are or Award is disbursed insuring the

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continued first lien of the Mortgage and guaranteeing over mechanic liens to the date of the endorsement; and

- (f) the Restoring has been fully completed.

Mortgagee may elect, in Mortgagee's sole discretion, to have the disbursement of the insurance proceeds or any Award be administered by Chicago Title Insurance Company.

11. **FINANCIAL STATEMENTS.** The Mortgage is further amended as follows:

- (a) In the third line of Section 16 after the word "Premises" the following is inserted ", including an annual rent roll"; and
- (b) In the fourth line of Section 16 after the phrase "such fiscal year" the following is inserted "and within thirty (30) days after a request by Mortgagee furnish to Mortgagee said statements and rent roll for the most recently completed fiscal quarter".

12. **PERMITTED TRANSFERS.** The Mortgage is further amended as follows:

- (a) Section 18(d) on page 13A of the Mortgage is hereby deleted and the following is inserted in its place:
- (d) an Initial Sale (as hereinafter defined) to which Mortgagee consents, which consent shall not be unreasonably withheld, provided that (i) the transferee thereof (or a management company acceptable to Mortgagee, in its sole discretion, to be employed by the transferee on terms approved by Mortgagee) is, in the sole discretion of Mortgagee, experienced in the management of office buildings; (ii) the individuals or entities comprising the transferee (excluding titleholding trustees) have an aggregate net worth of \$3,000,000 or more (as determined in good faith by Mortgagee based upon proper financial submissions to Mortgagee); (iii) the aggregate sales price of the Premises is not less than 147% of the outstanding principal balance under the Note at the time of closing of the Initial Sale and the amount of the purchase price in excess of said outstanding principal balance is paid in cash at the time of closing of the Initial Sale; (iv) the quotient obtained by dividing at the time of the closing of the Initial Sale (A) the annual net operating income (without deducting charges for depreciation and principal and interest payments under the Note) derived from the operation of the Premises for the immediately preceding 12 month

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period (as determined by Mortgagor and approved by Mortgagee) by (B) the then aggregate annual payments of principal and interest payable under the Note and other documents evidencing and securing the Second Loan shall exceed 1.30; (v) the transferee thereof is not a public syndication or syndicator; (vi) Mortgagee receives a credit report, in a form and from an agency acceptable to Mortgagee in all respects, respecting the transferee (excluding any titleholding trustees), and any general partners or principal shareholders of transferee, if applicable, indicating, among other things (a) personal and business credit histories acceptable to Mortgagee and (b) the absence of any bankruptcy filings, felony convictions or indictments for fraud or racketeering respecting the subject parties; (vii) the transferee (or the beneficiary of transferee if the transferee is a land trust title holding entity) executes and delivers to Mortgagee an agreement in form and content satisfactory to Mortgagee and its counsel substantially similar to that certain Indemnity Agreement delivered to Mortgagee in connection with the Modification Agreement; (viii) Mortgagor delivers to Mortgagee a copy of the recorded deed of conveyance and other instrument(s) evidencing such conveyance or transfer; (ix) no default or Event of Default shall have occurred and be then continuing; (x) Mortgagor shall pay to the then existing loan servicing agent a service fee of one-quarter (1/4) of one percent (1%) of the then outstanding principal balance of the loan secured by the Mortgage (the "Loan") and to Mortgagee an assumption fee of one percent (1%) of the then outstanding principal balance of the Loan; and (xi) Mortgagor shall pay to Mortgagee all reasonable attorneys' fees and costs incurred by Mortgagee in connection with the Initial Sale (including, without limitation, the preparing and/or approving of documentation thereof). An "Initial Sale" shall mean the first conveyance, sale, assignment, transfer or other alienation envisioned by Sections 17(a) through (d) hereof.

- (b) Section 18(e) on page 13A of the Mortgage is hereby amended by inserting before (i) the following:

Provided Mortgagor delivers to Mortgagee (x) a copy of the instrument(s) evidencing the following conveyance or transfer, (y) an agreement from each transferee in form and content satisfactory to Mortgagee and its counsel substantially similar to that certain Indemnity Agreement delivered to Mortgagee in connection with the Modification Agreement and (z) the sum of

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One Thousand Dollars (\$1,000.00) for each transfer as a processing fee.

13. **ILLINOIS MORTGAGE AND FORECLOSURE LAW.** The Mortgage is hereby amended by deleting in Section 25(a) the following "Chapter 110, Para. 12-124, Para. 12-125 and Para. 15-1601 of the Illinois Statutes" and inserting in its place "735 ILCS 5/12-124, 5/12-125 and 5/15 1601 of the Illinois Compiled Statutes".
14. **DECLARATION OF PARKING RIGHTS.**
- (a) To secure the payment of principal and interest on the Note, as modified by this Modification Agreement and to secure the payment of all other Indebtedness Hereby Secured (as defined in the Mortgage) and the performance and observance of all the covenants, provisions and agreements in the Mortgage, the Note and in all other Loan Documents, the Mortgagor does hereby **GRANT, RELEASE, REMISE, ALIEN, MORTGAGE AND CONVEY** unto the Mortgagee, in addition to the Premises, all rights, interests in and to that certain Declaration of Parking Rights dated October 1, 1994 from Mortgagor, Charter Bank and Trust of Illinois f/k/a First State Bank and Trust Company of Hanover Park, as Trustee under Trust Agreement dated June 20, 1986 and known as Trust Number 1161 and Ontario Building Partners, an Illinois general partnership encumbering the Property described on Exhibit B attached hereto and incorporated herein by this reference.
- (b) Exhibit A to the Mortgage is hereby deleted and Exhibit C attached hereto and incorporated herein by this reference is substituted in its place.
15. **EFFECTIVENESS.** This Modification Agreement shall be effective as of the Effective Date.
16. **GOVERNING LAW.** This Modification Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.
17. **CONSTRUCTION** This Modification Agreement shall not be construed more strictly against Mortgagee merely by virtue of the fact that the same has been prepared by Mortgagee or its counsel. Mortgagor and Mortgagee each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by any of the other parties hereto in entering into this Modification Agreement.

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18. **GENDER.** All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
19. **ENTIRE AGREEMENT.** Mortgagor and Mortgagee each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Modification Agreement and the Loan Documents, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Mortgagor and Mortgagee.
20. **BENEFIT.** Except as provided herein, this Modification Agreement shall be binding upon and shall inure to the benefit of Mortgagor and Mortgagee, and their respective successors, permitted assigns, grantees, heirs, executors, personal representatives, and administrators.
21. **RATIFICATION.** Except as herein expressly modified, the Loan Documents shall remain in full force and effect, and all of the terms and provisions of the Loan Documents, as herein modified, are hereby ratified and reaffirmed. Mortgagor reaffirms and reconfirms all of the representation, warranties and covenants made by Mortgagor or the beneficiary of Mortgagor, as the case may be, at the time of the initial funding of the loan secured by the Note.
22. **PRIORITY OF MORTGAGE.** All of the Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and the Assignment of Rents, as herein modified, and nothing herein contained and nothing done pursuant hereto, shall affect the lien, charge or encumbrance of the Mortgage, as herein modified, or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents, or that certain Indemnity Agreement of even date herewith from Ontario Building Partners, an Illinois general partnership ("Beneficiary") and the partners thereof.
23. **CONSENT TO MODIFICATION.** Mortgagor acknowledges that it has thoroughly read and reviewed the terms and provisions of this Modification Agreement and is familiar with same, that the terms and provisions contained herein are clearly understood by it and have been fully and unconditionally consented to by it, and that Mortgagor has had full benefit and advice of counsel of its own selection, or the opportunity to obtain the benefit and advice of counsel of its own selection, in regard to understanding the terms, meaning and effect of this Modification Agreement, and that this Modification Agreement has been

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entered into by Mortgagor, freely, voluntarily, with full knowledge, and without duress, and that in executing this Modification Agreement, Mortgagor is relying on no other representations either written or oral, express or implied, made to Mortgagor its general partners, respectively, by any other party hereto, and that the consideration received by Mortgagor hereunder has been actual and adequate.

24. **RELEASE.** As additional consideration of the modification of the Loan Documents by Mortgagee as herein set forth, Mortgagor, Beneficiary (by its execution of the joinder hereto) each hereby releases and forever discharges Mortgagee, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which either Mortgagor or Beneficiary may now have or claim to have against Mortgagee, as of the date hereof, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon the Loan Documents, as herein modified, including but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings between the parties up to and including the date hereof. This agreement and covenant on the part of Mortgagor and Beneficiary, respectively, is contractual, and not a mere recital, and the parties hereto acknowledge and agree that no liability whatsoever is admitted on the part of any party, except the indebtedness herein stated under the Loan Documents, as herein modified, and that all agreements and understandings between Mortgagor and Beneficiary, respectively, and Mortgagee are expressed and embodied in the Loan Documents, as herein modified.
25. **COUNTERPARTS.** This Modification Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same Modification Agreement, even though all of the parties hereto may not have executed the same counterpart of this Modification Agreement.
26. **DEFINITION OF TERMS.** All initial-capitalized terms not expressly defined in this Modification Agreement shall bear the same respective definitions herein as they bear in the Loan Documents, as herein modified.
27. **EXCULPATION.** This Modification Agreement is executed by Charter Bank & Trust of Illinois, not personally but as Trustee aforesaid, in the exercise of the power and authority conferred upon and fixed in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on said Bank as Trustee as aforesaid, or on said Bank

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personally, to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder or under the Mortgage, and that so far as Bank, as Trustee as aforesaid, and its successors, and Bank, personally are concerned, the Mortgagee and the holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to any one or more of (a) the Premises for the payment thereof, by the enforcement of the lien created by the Mortgage, in the manner therein and in the Note provided, or (b) action to enforce the personal liability of any obligor, guarantor or co-maker or (c) enforcement of any other security or collateral securing such indebtedness.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

SUBJECT TO THE  
HEREIN AND NOT

## MORTGAGOR:

CHARTER BANK & TRUST OF ILLINOIS, as  
Trustee aforesaid

By: [Signature]  
Name: Paul A. Christian  
Title: Trust Officer

## ATTEST:

By: [Signature]  
Name: \_\_\_\_\_  
Title: VP

## MORTGAGEE:

CENTURY LIFE OF AMERICA, an Iowa  
corporation

By: Century Investment Management Co., an  
Iowa corporation, its investment advisor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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GACOR:

This mortgage is executed by **Charter Bank & Trust, N.A.**, not personally but 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 by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on **Charter Bank & Trust, N.A.** or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note

EXHIBITATORY PROVISIONS ATTACHED

1400 Irving Park Rd.  
Manevar Park, IL 60103  
708/837-3700

**Charter Bank**  
AND TRUST, N.A.

BFC Form Service, Inc.

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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

**MORTGAGOR:**

**CHARTER BANK & TRUST OF ILLINOIS**, as  
Trustee aforesaid

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MORTGAGEE:**

**CENTURY LIFE OF AMERICA**, an Iowa  
corporation

By: **Century Investment Management Co.**, an  
Iowa corporation, its investment advisor

By: Charlie Knudsen

Name: \_\_\_\_\_

Title: **CHARLIE KNUDSEN - Vice President**

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## JOINDER

The undersigned, being the owner of one hundred percent (100%) of the beneficial interest in, and being the sole beneficiary of the Trust which is the Mortgagor under the foregoing Note and Mortgage Modification Agreement, hereby consents to and joins in the terms and provisions of Sections 14, 21, 22, 23 and 24 of the foregoing Note and Mortgage Modification Agreement, as fully with the same effect as if the undersigned were named as the Mortgagor in said Mortgage. Except as may be otherwise provided for in the Loan Documents, nothing herein contained shall be deemed to render the undersigned liable upon any obligations for payments or performance provided in the foregoing Note and Mortgage Modification Agreement.

Dated: November 30, 1994

ONTARIO BUILDING PARTNERS, an Illinois  
general partnership

By: [Signature]  
Name: John P. Regas  
Its: General Partner

By: [Signature]  
Name: James A. Regas  
Its: General Partner

By: [Signature]  
Name: Peter N. Kamberos  
Its: General Partner

By: [Signature]  
Name: Susan N. Kamberos, as Trustee of the  
Susan N. Kamberos Declaration of Trust  
dated September 15, 1992  
Its: General Partner

By: [Signature]  
Name: Michael N. Kamberos  
Its: General Partner

By: [Signature]  
Name: Spiros G. Stamatios  
Its: General Partner

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## MORTGAGOR ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Louis Mular, a Notary Public, in and for the County and State  
aforesaid, DO HEREBY CERTIFY that Paul Christian, Vice President <sup>& T.P.</sup>  
of CHARTER BANK & TRUST OF ILLINOIS and Michael Davis, Assistant <sup>V.P.</sup>  
Secretary, of said Bank, personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument as such \_\_\_\_\_ Vice President and Assistant Secretary,  
respectively, appeared before me this day in person and severally acknowledged to me that they  
signed and delivered said instrument as their free and voluntary acts, and as the free and  
voluntary act of said Bank, as Trustee, for the uses and purposes set forth therein; and the said  
Assistant Secretary did also then and there acknowledge that he as custodian for the corporate  
seal of said Bank, did affix the said instrument as his own free and voluntary act, and as the free  
and voluntary act of said Bank, as Trustee, for the uses and purposes.

GIVEN under my hand and notarial seal this 8<sup>th</sup> day of December, 1994.

Louis Mular  
Notary Public

My Commission expires:

8-11-98



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## BENEFICIARY ACKNOWLEDGMENT

STATE OF ILLINOIS    )  
                                   ) SS.  
 COUNTY OF COOK        )

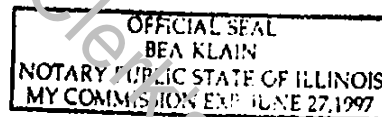
I, Bea Klain a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John P. Regas, James A. Regas, Peter N. Kamberos, Susan N. Kamberos, Michael N. Kamberos and Spiros G. Stamelos personally known to me to be general partners of ONTARIO BUILDING PARTNERS, an Illinois general partnership, whose names are subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such general partners, they signed and delivered the said Instrument of writing, as their free and voluntary act and as the free and voluntary act and deed of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 30th day of November, 1994.

Bea Klain  
 Notary Public

My Commission Expires:

June 27, 1997



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 1, 2, 3 AND 4 IN YOUNG'S SUBDIVISION OF PART OF KINGSBURY TRACT BEING PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 1863 IN BOOK 162 PAGE 17, IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

LOT 9 IN BLOCK 11 IN BUTLER, WRIGHT AND WEBSTER'S ADDITION TO CHICAGO A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 358 West Ontario  
Chicago, Illinois

P.I.N.: 17-09-127-017-0000  
17-09-221-007-0000

04001006

# UNOFFICIAL COPY

## EXHIBIT B

### Parking Property

#### PARCEL 2:

All of the 9 foot private alley, lying North of and adjoining of the North line of Lots 1 to 30 (both inclusive), and lying between the East line, of said Lot 1, extended North, and the Westerly line of said Lot 30, extended Northwesterly, of Young's Subdivision, in Block 1 of Assessor's Division of the East half of the Northwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, lying East of the Chicago River in Cook County, Illinois.

#### PARCEL 3:

All of the 9 foot private alley, lying South of and adjoining of the South line of Lots 1 to 5 (both inclusive), and lying between the East line of said Lot 1, extended South, and the Westerly line of said Lot 5, extended Southeasterly in Assessor's Division of part (South of Erie Street and East of the Chicago River) of the East half of the Northwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN:           17-09-500-007  
                  17-09-500-008  
                  17-09-500-009

040021006

# UNOFFICIAL COPY

## EXHIBIT C

### Revised Legal Description

#### PARCEL 1:

LOTS 1, 2, 3 AND 4 IN YOUNG'S SUBDIVISION OF PART OF KINGSBURY TRACT BEING PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAN THEREOF RECORDED OCTOBER 28, 1863 IN BOOK 162 PAGE 17, IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

LOT 9 IN BLOCK 11 IN BUTLER, WRIGHT AND WEBSTER'S ADDITION TO CHICAGO A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

EASEMENT FOR PARKING AND ACCESS PURPOSES AND OTHER RIGHTS, ALL AS SET FORTH IN THAT CERTAIN DECLARATION OF PARKING RIGHTS DATED OCTOBER 1, 1994 FROM CHARTER BANK AND TRUST OF ILLINOIS F/K/A FIRST STATE BANK AND TRUST COMPANY OF HANOVER PARK, TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 23, 1988 AND KNOWN AS TRUST NO. 1308, CHARTER BANK AND TRUST OF ILLINOIS F/K/A FIRST STATE BANK AND TRUST COMPANY OF HANOVER PARK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 20, 1986 AND KNOWN AS TRUST NO. 1161 AND ONTARIO BUILDING PARTNERSHIP, AN ILLINOIS GENERAL PARTNERSHIP, RECORDED WITH THE COOK COUNTY RECORDER ON OCTOBER \_\_, 1994 AS DOCUMENT NO. 04041005.

Address of Property: 358 West Ontario  
Chicago, Illinois

P.I.N.: 17-09-127-017-0000  
17-09-221-007-0000

*Handwritten note:*  
Please fill in information from parcel doc

04041005