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Cook County Recorder 37.50



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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of June 1, 1999, by and between DENNIS J. HIFFMAN, JOHN E. SHAFFER, E. THOMAS COLLINS, JR., and RICHARD E. HULINA (collectively, the "Borrowers") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, Successor by Merger to LaSalle National Bank, a national banking association (the "Bank");

W I T N E S S E T H:

WHEREAS, the Borrowers, Soo T-2. L.L.C., an Illinois limited liability company (the "Mortgagor"), and the Bank heretofore entered into the following documents (collectively, the "Documents"):

- (i) Loan Agreement dated as of August 1, 1998, by and among the Borrowers and the Bank;
- (ii) Revolving Loan Note dated as of August 1, 1998 (the "Note"), from the Borrowers to the Bank in the principal amount of \$3,000,000;
- (iii) Security Agreement (Partnership Collateral) dated as of August 1, 1998, from John E. Shaffer, E. Thomas Collins, Jr., and Richard E. Hulina to the Bank;

Permanent Tax Index Numbers:

17-11-511-011
17-21-511-017
17-21-511-018

This Instrument Prepared by
and to be Returned After
Recording to:

MAIL ALVIN L. KRUSE
ELIZABETH PFEILER FOLEY
SEYFARTH, SHAW, FAIRWEATHER
& GERALDSON
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

Address:

Roosevelt Road Between
Canal and Clinton Streets
Chicago, Illinois

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(iv) Mortgage and Security Agreement dated as of August 1, 1998, from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 23, 1998, as Document No. 98955474;

(v) Assignment of Rents and Leases dated as of August 1, 1998, from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 23, 1998, as Document No. 98955475; and

(vi) Indemnity Agreement dated as of August 1, 1998, from the Mortgagor and the Borrowers to the Bank; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

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

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Extension of Maturity Date. The maturity date of the revolving loan evidenced and secured by the Documents is hereby extended from June 1, 1999, to August 1, 1999, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "June 1, 1999" is hereby changed to "August 1, 1999" each time it appears in the Documents.

Section 3. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.

Section 4. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Borrowers and the Mortgagor hereby (i) confirm and reaffirm all of their obligations under the Documents, as modified and amended herein; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that the Bank has not heretofore waived any default or event of default

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under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents, as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

Section 5. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Borrowers and the Mortgagor hereby certify, represent and warrant to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 6. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 7. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 10. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

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(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) Each party to this Agreement and legal counsel to each party have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

Section 11. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

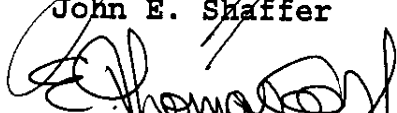
[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]

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IN WITNESS WHEREOF the parties have executed this instrument as of the date first above written.


Dennis C. Wiffman


John E. Shaffer


E. Thomas Collins, Jr.


Richard E. Hulina

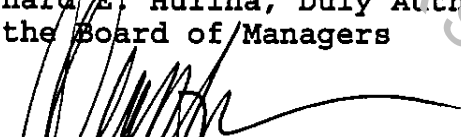
SOO T-2 L.L.C.

By Soo T, L.L.C., Sole Member

By 
John E. Shaffer, Duly Authorized Member
of the Board of Managers

By 
E. Thomas Collins, Jr., Duly Authorized
Member of the Board of Managers

By 
Richard E. Hulina, Duly Authorized Member
of the Board of Managers

By 
Dennis C. Wiffman, Duly Authorized Member
of the Board of Managers

LASALLE BANK NATIONAL ASSOCIATION

By 
Title:

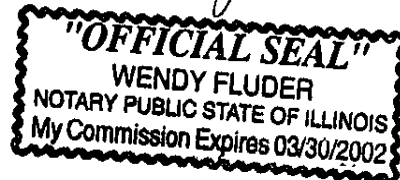
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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this
24 day of June, 1999, by Dennis J. Hiffman.

Wendy Fluder

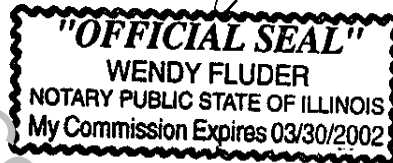
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS



The foregoing instrument was acknowledged before me this
24 day of June, 1999, by John E. Shaffer.

Wendy Fluder

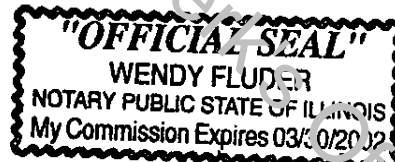
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS



The foregoing instrument was acknowledged before me this
24 day of June, 1999, by E. Thomas Collins, Jr.

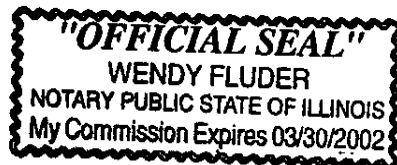
Wendy Fluder

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS



The foregoing instrument was acknowledged before me this
24 day of June, 1999, by Richard E. Hulina.

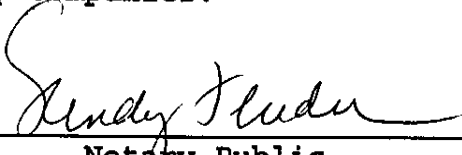
Wendy Fluder



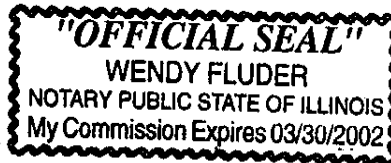
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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 24 day of June, 1999, by John E. Shaffer, E. Thomas Collins, Jr., Richard E. Hulina and Dennis J. Hiffman, the duly authorized members of the Board of Managers of Soo T, L.L.C., an Illinois limited liability company, the sole member of Soo T-2, L.L.C., an Illinois limited liability company, on behalf of each of said limited liability companies.



Notary Public



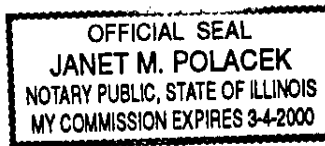
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS

The foregoing instrument was acknowledged before me this
29TH day of JUNE, 1999, by JAMES TURNER,
VICE PRESIDENT, of LaSalle Bank National Association, a
national banking association, Successor by Merger to LaSalle
National Bank, a national banking association, on behalf of the
association.

Janet M. Polacek
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

BLOCKS 3 AND 4 IN CENTRAL TERMINAL RAILWAY COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1914 AS DOCUMENT 5462416; ALSO THE SOUTH 7 FEET OF VACATED 15TH STREET LYING NORTH OF AND ADJOINING SAID BLOCK 5 (EXCEPT THE WEST 200 FEET OF SAID SOUTH 7 FEET) SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FOR THE FOLLOWING TRACT OF LAND; THAT PART OF BLOCK 4 IN CENTRAL RAILWAY COMPANY'S SUBDIVISION RECORDED AS DOCUMENT 5462416 DATED JULY 22, 1914, IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 4; THENCE SOUTH 00 DEGREES 19 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 4, 177.15 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 4, 124.03 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 22 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 4, 110.77 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 4, 219.20 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 44 SECONDS WEST, 287.30 FEET, TO A POINT ON THE NORTH LINE OF SAID BLOCK 4; THENCE NORTH 89 DEGREES 51 MINUTES 17 SECONDS EAST, ALONG SAID NORTH LINE, 342.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS) IN COOK COUNTY, ILLINOIS.

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