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LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of the 4th day of September, 1986, by and among MAIN BANK, as successor by merger to Wheeling Trust and Savings Bank, not personally but solely as Trustee under the provisions of a deed or deeds of trust duly recorded and delivered to said Trustee and in pursuance of a Trust Agreement dated July 5, 1979 and known as Trust No. 79-302 and MAIN BANK, as successor by merger to Wheeling Trust and Savings Bank, not personally but solely as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee and in pursuance of a Trust Agreement dated October 17, 1977 and known as Trust No. 77-366 (collectively, the "Trustees"), ROAD MATERIALS CORP., a Delaware corporation ("RMC"), E.M. MELAHN CONSTRUCTION COMPANY, a Delaware corporation ("Construction Company"), GIERTZ-MELAHAN ASPHALT COMPANY, INC., a Delaware corporation ("Giertz"), SUBURBAN READY-MIX CORPORATION, a Delaware corporation ("Suburban"), STANDARD READY-MIX CORPORATION ("Standard"), PRESTRESS ENGINEERING CORPORATION, a Delaware corporation ("Prestress"), and WILLIAM A. MELAHN and JOAN MELAHN (collectively, "Melahn") (the Trustees, RMC, Construction Company, Giertz, Suburban, Standard, Prestress and Melahn are hereinafter sometimes collectively referred to as "Borrower"); and INGERSOLL-RAND FINANCIAL CORPORATION, a Delaware corporation (hereinafter "Lender").

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R E C I T A L S:

WHEREAS, Borrower made, executed and delivered to Lender a certain Promissory Note dated August 12, 1985 in the original principal amount of \$4,822,894.86 (the "Note") and a certain Additional Note of even date therewith in the original principal amount of \$775,630.70 (the "Additional Note"). [The Note and the Additional Note are hereinafter collectively referred to as the "Notes".] The Notes were given in accordance with and pursuant to the terms of that certain Loan Agreement dated June 27, 1985 (the "Loan Agreement") by and among Borrower (except the Trustees) and Lender. As security for the Notes, Borrower made, executed and delivered certain security documents in favor of Lender including, but not limited to, those certain Mortgages described on Exhibit A attached hereto

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and made a part hereof encumbering the real estate therein described; and

WHEREAS, Borrower has made contemporaneously herewith a principal prepayment on the indebtedness evidenced by the Notes together with a payment of all accrued but unpaid interest through the date of such prepayment (the "Prepayment"); and

WHEREAS, by reason of the Prepayment and facts and circumstances existing as of the date hereof, Lender has agreed to make certain modifications of the terms of repayment of the loan as hereinafter provided;

NOW, THEREFORE, the parties hereby agree as follows:

1. The recitals are incorporated by reference herein and made a part hereof.

2. No prepayment or other penalty as now called for under the Loan Agreement shall be due from Borrower on account of the Prepayment.

3. The principal amount evidenced by the Notes and secured by the Mortgages and other security documents made, executed and delivered pursuant to the Loan Agreement shall hereinafter be \$1,492,593.89 (the "New Indebtedness"). Interest shall accrue on the New Indebtedness from and after the date hereof at the stated interest rate provided in the Notes. The Default Rate (as defined in the Loan Agreement) shall not apply to the remaining principal balance of the New Indebtedness from the date hereof to the Interest Payment Date (as hereinafter defined). Borrower agrees to pay the New Indebtedness and all accrued interest thereon as hereinafter provided.

4. Borrower shall make a payment of interest only on June 1, 1987 ("Interest Payment Date") in the amount of all accrued but unpaid interest on the New Indebtedness accruing from the date hereof through the Interest Payment Date. Thereafter, Borrower shall make quarterly payments of principal and interest, each in the amount of \$117,979.30, commencing on September 1, 1987 and thereafter on December 1, March 1, June 1 and September 1 of each year during the remaining term of the loan with a final payment of the remaining principal balance due under the Notes together with all accrued but unpaid interest thereon due, if not sooner paid, on September 1, 1991.

5. All provisions of the Loan Agreement, the Notes and the Mortgages which are inconsistent with the terms of this

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Agreement shall be null and void from and after the date hereof. The terms of this Agreement shall apply to the payment of the New Indebtedness under the Notes from and after the date hereof provided that any provisions of the Loan Agreement, the Notes or the Mortgages which are not inconsistent with the terms of this Agreement, shall apply to the repayment of the New Indebtedness.

6. Except as expressly amended and modified herein, all terms, provisions and covenants under the Loan Agreement, the Notes and the Mortgages shall remain in full force and effect.

7. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year above first written.

MAIN BANK, not personally
but as Trustee aforesaid
under Trust 77-366

By: Phyllis Lindholm
VICE PRES

Attest: Loe M. Schlegel
ASST SEC

E.M. MELAHN CONSTRUCTION COMPANY,
a Delaware Corporation

By: Wm Melahn - PRES

SUBURBAN READY-MIX CORPORATION,
a Delaware corporation

By: Wm Melahn - PRES

PRESTRESS ENGINEERING CORPORATION,
a Delaware corporation

By: Wm Melahn - PRES

ROAD MATERIALS CORP., a
Delaware corporation

By: Wm Melahn - PRES

Attest: Christ Attwood - PRES

GIERTZ-MELAHN ASPHALT COMPANY,
Inc., A Delaware Corporation

By: Wm Melahn - PRES

STANDARD READY-MIX CORPORATION,
a Delaware corporation

By: Wm Melahn - PRES

MAIN BANK, not personally but as Trustee
under Trust 79-302

By: Phyllis Lindholm
Vice President

Attest: Loe M. Schlegel
Asst. Secretary

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GIVEN under my hand and Notarial Seal this 4th day of September, 1986.

Erma Fabian
Notary Public

My commission expires:

9-22-88

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

I, The Undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Phillip Ledebur and Don M. Schlegel, Vice President and Alan Sca, of the said Main Bank, an Ill corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation under authority vested in them by the Board of Directors of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of September, 1986.

Erma Fabian
Notary Public

My commission expires:

9-22-88

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

I, ALAN R. ORSCHEL, a Notary Public in and for the County and State aforesaid, do hereby certify that WM. McELAHN and Pres and _____, of the said Suburban Ready-Mix Corporation, a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation under authority vested in them by the Board of Directors of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of September, 1936.

Alan R. Orschel
Notary Public

My commission expires:

12-3-86

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

I, ALAN R. ORSCHEL, a Notary Public in and for the County and State aforesaid, do hereby certify that WM. McELAHN and Pres and _____, of the said Standard Ready-Mix Corporation, a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation under authority vested in them by the Board of Directors of said corporation for the uses and purposes therein set forth.

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

I, ALAN R. ORSCHEL, a Notary Public in and for the County and State aforesaid, do hereby certify that ~~WILLIAM A. MELAHN~~ and A.S. GOLDBERG, M.W. LAVINE and _____, of the said Ingersoll-Rand Financial Corporation, a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation under authority vested in them by the Board of Directors of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of September, 1986.

Alan R. Orschel
Notary Public

My commission expires:

12-3-86

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

I, ALAN R. ORSCHEL, a Notary Public in and for the County and State aforesaid, do hereby certify that William A. Melahn, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation under authority vested in him by the Board of Directors of said corporation for the uses and purposes therein set forth.

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GIVEN under my hand and Notarial Seal this 4th day of September, 1986.

Alan R. Orschel

Notary Public

My commission expires:

12-3-86

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, ALAN R. ORSCHEL, a Notary Public in and for the County and State aforesaid, do hereby certify that Joan Melahn, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said corporation under authority vested in her by the Board of Directors of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of September, 1986.

Alan R. Orschel

Notary Public

My commission expires:

12-3-86

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EXHIBIT A

Mortgages

1. Mortgage dated June 27, 1985, recorded June 28, 1985 as Document No. 1727423 (Kane County)
2. Mortgage dated June 17, 1985, recorded June 27, 1985 as Document No. #911077 (McHenry County)
3. Mortgage dated June 27, 1985, recorded June 28, 1985 as Document No. 85082404 (Cook County).
4. Mortgage dated June 27, 1985, recorded July 1, 1985 as Document No. 911075 (McHenry County).
5. Mortgage dated June 27, 1985, recorded July 1, 1985, as Document No. 85-1796.
6. Mortgage dated June 27, 1985, recorded June 28, 1985 as Document No. 1727428 (Kane County).
7. Mortgage dated June 27, 1985, recorded July 1, 1985, as Document No. 911076 (McHenry County).
8. Mortgage dated June 27, 1985, recorded July 1, 1985 as Document No. 413578 (Livingston County).

Mail to:

Alan Orschel
111 W Monroe
Chgo, IL

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EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the MAIN BANK or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

MAIN BANK,

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