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87011170 COOK COUNTY, IL.

MORTGAGE/DEED OF TRUST SECOND MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT, made as of this 1st day of December, 1988, by

and between:

ISAAC HELLER and HELAINE HELLER, his wife,
having an mailing address at 205 Mill Road,
Edison, New Jersey 08817, hereinafter
referred to as

"Mortgagor"

and

FIRST FIDELITY BANK, N.A., NEW JERSEY, a
National Banking Association organized
under the Acts of Congress, having a
mailing address at 550 Broad Street,
Newark, New Jersey 07102, hereinafter
referred to as

"Mortgagee"

W I T N E S S E T H:

WHEREAS:

A. As of December 1, 1985 Mortgagor delivered to Mortgagee its
Substituted Loan Agreement and Mortgage Note in the amount of TEN MILLION
and 00/100 (\$10,000,000.00) DOLLARS ("Note") and Mortgage/Deed of Trust
Modification and Extension Agreements of even date therewith which
modified and extended certain Mortgages and/or Deeds of Trust dated as of
December 28, 1984 (said mortgages/deeds of trust, as modified and
extended, hereinafter referred to collectively as "Mortgages" or indivi-
dually as "Mortgage") in the same amount securing the said Note, which

Prepared by:

David S. Gordon
David S. Gordon, Esq.

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Mortgages encumber certain real property premises located as set forth below in the States of New Jersey, Texas and Illinois:

<u>DOCUMENT</u>	<u>DATE OF DOCUMENT</u>	<u>LOCATION OF PROPERTY</u>	<u>COUNTY OF RECORDING</u>	<u>DATE OF RECORDING</u>	<u>RECORDING BOOK/PAGE</u>
Mortgage	As of 12/28/84	Edison Twp. New Jersey	Middlesex New Jersey	2/26/85	3018/770
Modification and Extension Agreement	As of 12/1/85			1/13/86	025/934
Mortgage	As of 12/28/84	So. Brunswick New Jersey	Middlesex New Jersey	2/26/85	3018/770
Modification and Extension Agreement	As of 12/1/85			1/13/86	025/934
Mortgage	As of 12/28/84	Franklin Twp. New Jersey	Somerset New Jersey	2/26/85	1403/185
Modification and Extension Agreement	As of 12/1/85			1/17/86	1476/172
Mortgage	As of 12/28/84	Town of Harrison New Jersey	Hudson New Jersey	2/28/85	3250/218
Modification and Extension Agreement	As of 12/1/85			12/26/85	189/66
Deed of Trust	As of 12/28/84	City of Grand Prairie Texas	Dallas Texas	3/05/85	85045/7301
Modification and Extension Agreement	As of 12/1/85			1/9/86	86006/1048
Deed of Trust	As of 12/28/84	City of LaPorte Texas	Harris Texas	3/12/85	J932585
Modification and Extension Agreement	As of 12/1/85			1/3/86	K351074

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Deed of Trust As of 12/28/84	Bridgeview Illinois	Cook Illinois	12/13/85	85323359
Modification As of and Extension 12/1/85 Agreement			12/31/85	85345521

B. From time to time at the request of Mortgagor, Mortgagee has released certain portions of the premises secured by the Mortgages from the lien of said Mortgages; and

C. The said Note and Mortgages above referred to are about to become due and the Mortgagor has requested that the maturity date for same be extended from December 31, 1986 to December 31, 1987 and has agreed to amend certain provisions thereof.

NOW, THEREFORE, in consideration of the premises and of the execution and delivery of this Mortgage/Deed of Trust Second Modification and Extension Agreement, the parties hereto agree as follows:

1. The Mortgagee hereby agrees to extend the time for the repayment of the Note and Mortgages from December 31, 1986 to December 31, 1987.

2. Mortgagor at the execution hereof delivers to Mortgagee a "Second Substituted Loan Agreement and Mortgage Note," dated as of December 1, 1986 ("Second Substituted Note") in the original principal sum of \$10,000,000.00 together with interest on the outstanding advances at the "base rate" of Mortgagee, which Second Substituted Note is specifically in lieu of and replaces the Note in the amount of \$10,000,000.00 dated as of December 1, 1985.

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3. Except as expressly herein set forth, the terms, covenants and conditions of the Mortgages referred to above shall remain in full force and effect in accordance with the terms thereof as to all lands described therein which have not heretofore been released by Mortgagee.

4. The aforesaid Mortgages, as extended hereby, shall be, and are hereby, modified as follows:

(i) to provide that said Mortgages shall secure the indebtedness of Mortgagor to Mortgagee pursuant to the Second Substituted Note and any extensions, modifications or substitutions thereof;

(ii) to provide that the terms of the Mortgages are subject to modification, as defined in N.J.S.A. 46:9-8.1 et seq.;

(iii) to extend the lien of said Mortgage recorded in the Office of the Clerk of Middlesex County, New Jersey to include Tract 32 as more particularly described in Schedule A to the counterpart hereof to be recorded in Middlesex County, New Jersey and the lien of the Mortgage recorded in the Office of the Clerk of Somerset County, New Jersey to include Tract 33 as more particularly described in Schedule A of the counterpart hereof to be recorded in Somerset County, New Jersey; and

(iv) to provide that the Mortgages shall secure the indebtedness of Isaac Heller, if any, to Mortgagee in the amount of Five Million (\$5,000,000.00) Dollars intended to be advanced pursuant to the terms of a certain Term Loan Agreement and Mortgage Note dated as of December 1, 1986, between Isaac Heller and Mortgagee.

5. Helaine Heller joins in the execution of this Mortgage/Deed of Trust Second Modification and Extension Agreement solely to submit her

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inchoate dower interest, if any, in the mortgaged premises described in the Mortgages and herein to the lien of the Mortgages, as modified and extended hereby.

WITNESS:

Ellen M. Carpenter
ELLEN M. CARPENTER

Isaac Heller
ISAAC HELLER

WITNESS:

Ellen M. Carpenter
ELLEN M. CARPENTER

Helaine Heller
HELAINÉ HELLER

FIRST FIDELITY BANK, N.A., NEW JERSEY

By:

Henry J. Winner
HENRY J. WINNER,
SENIOR VICE PRESIDENT

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STATE OF NEW JERSEY:

ss

COUNTY OF MIDDLESEX:

BE IT REMEMBERED, that on this 19th day of December, 1986, before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6, personally appeared ISAAC HELLER and HELAINE HELLER, who I am satisfied are the Mortgagors in the within Instrument, and I having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed, and acknowledged receipt of a certified true copy of the within instrument without charge pursuant to P.L. 1973, ch. 70.

Ellen M. Carpenter

ELLEN M. CARPENTER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 20, 1987

STATE OF NEW JERSEY:

ss

COUNTY OF ESSEX :

BE IT REMEMBERED, that on this _____ day of December, 1986, before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6, personally appeared HENRY J. WILNER, SENIOR VICE PRESIDENT OF FIRST FIDELITY BANK, N.A., NEW JERSEY, who I am satisfied, is the person who signed the within instrument and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid and that the within Instrument is the voluntary act and deed of said corporation made by virtue of authority of the Board of Directors.

Michaela Radt

MICHAELA RADT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 30, 1991

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MORTGAGE/DEED OF TRUST MODIFICATION AND EXTENSION AGREEMENT

BETWEEN:

ISAAC HELLER and HELAINE HELLER

AND

FIRST FIDELITY BANK, N.A., NEW JERSEY

DATED: AS OF DECEMBER 1, 1986

RECORD & RETURN TO:

DAVID S. GORDON, ESQ.
GREENBAUM, ROWE, SMITH, RAVIN,
DAVIS & BERGSTEIN
P.O. BOX 5600
WOODBIDGE, NEW JERSEY 07095

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A Tract of land comprised of part of the East 1/2 of the Southwest 1/4 and part of the East 1/2 of the Northwest 1/4 of Section 25, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which Tract of land is bounded and described as follows:

Beginning at the point of intersection of the East line of the West 33 feet of said East 1/2 of the Southwest 1/4 of Section 25 with the North line of the South 2485.48 feet of said East 1/2 of the Southwest 1/4 and running thence East along the North line of the South 2485.48 feet aforesaid (being the North line of property conveyed to the Head Corporation by Deed dated December 16, 1965 and recorded in the Recorder's Office of Cook County, Illinois on December 30, 1965 as Document 19697789) a distance of 870.27 feet to a point which is 389.19 feet West from the West right-of-way line of the Baltimore and Ohio Chicago Terminal Railroad Company; thence Southwardly (continuing along the Northerly line of the property so conveyed) along the arc of a circle, convex to the Northeast and having a radius of 470.28 feet, a distance of 459.21 feet to a point on said West right-of-way line of the Baltimore and Ohio Chicago Terminal Railroad Company which is 2278.54 feet North from the South line of said East Half of the Southwest Quarter of Section 25; thence North along said West right-of-way line being here the West line of the East 33 feet of the East Half of the Southwest Quarter aforesaid, a distance of 383.03 feet to an intersection with the South line of said East Half of the Northwest Quarter of Section 25; thence West along the South line of the East Half of the Northwest Quarter aforesaid, a distance of 1.80 feet to an intersection with the West line of the right-of-way of the Baltimore and Ohio Chicago Terminal Railroad Company) as said West right-of-way line was defined in Case No. 8120 in the Circuit Court of Cook County, Illinois; thence North along said West right-of-way line a distance of 315.33 feet to the point which is 25.0 feet measured along said West right-of-way line South from the point of intersection of said West right-of-way line with the South line of the North 2081.22 feet of said East Half of the Northwest Quarter of Section 25; thence Northwestwardly along a straight line (being the Southerly line of the parcel of land conveyed to D. H. Overmyer by Deed dated December 19, 1966 and recorded in said Recorder's Office on January 25, 1967 as Document 20052140) a distance of 68.01 feet more or less to a point on the South line of the North 2081.22 feet aforesaid which is 20.0 feet as measured along said South line West from said West right-of-way line; thence West along the South line of the North 2081.22 feet aforesaid (being the South line of the property conveyed to said D. H. Overmyer by Deed dated October 12, 1965 and recorded in said Recorder's Office on March 16, 1966 as Document 19768466) a distance of 1238.24 feet to an intersection with the East line of the West 33 feet of said East Half of the Northwest Quarter of Section 25; thence South along said East line of the West 33 feet of the East Half of the Northwest Quarter and along the East line of the West 33 feet of the East Half of the Southwest Quarter of said Section 25, a distance of 758.16 feet to the point of beginning, in Cook County, Illinois.

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COOK COUNTY RECORDER
TRAN 1739 01/06/07 15:18:00
T#0333