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**MODIFICATION OF MORTGAGE
AND LOAN AND SECURITY AGREEMENT**

\$18.00

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TTC # A 209438

THIS AGREEMENT is entered into this 29 day of January, 1987, by and between LYONS FEDERAL TRUST AND SAVINGS BANK, a Federally Chartered Savings Bank (formerly known as Lyons Savings and Loan Association ("Mortgagee")), and BANK OF ELMHURST, not personally but as Trustee under Trust Agreement dated August 25, 1986, and known as Trust Number 149-0886 ("Mortgagor").

WHEREAS, Neri Development Company, an Ohio Corporation ("Neri") has executed and delivered to Mortgagee a certain Note dated August 15, 1986 in the principal sum of EIGHT HUNDRED FIFTY THOUSAND AND NO/100 (\$850,000.00) DOLLARS (the "Note"), evidencing a Loan in said amount by Mortgagee to Neri; and

WHEREAS, as security for repayment of said Loan, Neri has executed a certain Mortgage (the "Mortgage") and a certain Collateral Assignment of Rents and Leases (the "Assignment of Rents" each dated August 15, 1986, and recorded in the office of the Cook County Recorder of Deeds on August 26, 1986, as Document Numbers 86-376884 and 86-376885, respectively, which Mortgage and Assignment of Rents encumber certain real estate commonly known as 5515-25 St. Charles Road, Berkeley, Illinois, and legally described on Exhibit "A" attached hereto and made a part hereof (the "Mortgaged Premises"); and

WHEREAS, as additional security for repayment of said Loan, Neri also executed a certain Loan and Security Agreement dated August 15, 1986 (the "Loan and Security Agreement"); and

WHEREAS, Mortgagor has acquired title to the Mortgaged Premises from Neri and Mortgagee has permitted assumption of the Loan by Mortgagor in accordance with a certain Assignment, Assumption and Release Agreement; and

WHEREAS, Mortgagor and Mortgagee desire to modify and amend the Mortgage and the Loan and Security Agreement to permit certain secondary subordinate financing secured by the Mortgaged Premises, as expressly provided hereinbelow;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The foregoing recitals are true and correct in substance and in fact and are hereby incorporated herein by reference as if fully set forth herein.

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE MAILED TO:
J. STEVEN BUTKUS, ESQ.
100 W. ROOSEVELT #A-1
WILGATON, ILLINOIS 60187

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Box 15

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2. The Mortgage is hereby modified and amended to add thereto and insert therein the following language immediately after the conclusion of Paragraph 9.1 of the Mortgage:

"Further, Mortgagor shall be allowed to record a junior mortgage or trust deed against the Mortgaged Premises so long as all of the following conditions are met:

(i) The junior mortgage or trust deed shall contain language satisfactory to Mortgagee which fully subordinates such junior mortgage or trust deed to the lien of this Mortgage;

(ii) The junior mortgage or trust deed shall be in favor of Zahn Drugs in an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS, which sum shall be repaid with interest not to exceed ten (10%) percent per annum amortized over ten (10) years with a five (5) year balloon-type maturity;

(iii) Prior to recordation of said junior mortgage or trust deed, Mortgagee shall be furnished with satisfactory evidence that Mortgagor has entered into a new lease with Zahn Drugs whereby Zahn Drugs agrees to rent 10,000 square feet, rather than its current 15,000 square feet, but at the same total rent as Zahn Drugs paid for 15,000 square feet of space.

(iv) Further, Mortgagor shall submit to Mortgagee for its prior approval, which approval shall not be unreasonably withheld, any lease for the extra 5,000 square feet (made available by said new Zahn Drug lease), which lease shall provide for a minimum rental of at least SIX AND NO/100 (\$6.00) DOLLARS per square foot."

3. The Loan and Security Agreement is hereby modified and amended to add thereto and insert therein the following language immediately after the conclusion of Paragraph 1M of the Loan and Security Agreement:

"Further, Borrower shall be allowed to record a junior mortgage or trust deed against the Property so long as all of the following conditions are met:

(i) The junior mortgage or trust deed shall contain language satisfactory to Lender which fully subordinates such junior mortgage or trust deed to the lien of the Lender's Mortgage;

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(ii) The junior mortgage or trust deed shall be in favor of Zahn Drugs in an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS, which sum shall be repaid with interest not to exceed ten (10%) percent per annum amortized over ten (10) years with a five (5) year balloon-type maturity;

(iii) Prior to recordation of said junior mortgage or trust deed Lender shall be furnished with satisfactory evidence that Borrower has entered into a new lease with Zahn Drugs whereby Zahn Drugs agrees to rent 10,000 square feet, rather than its current 15,000 square feet, but at the same total rent as Zahn Drugs paid for 15,000 square feet of space.

(iv) Further, Borrower shall submit to Lender for its prior approval, which approval shall not be unreasonably withheld, any lease for the extra 5,000 square feet (made available by said new Zahn Drug lease), which lease shall provide for a minimum rental of at least SIX AND NO/100 (\$6.00) DOLLARS per square foot."

4. Notwithstanding anything to the contrary contained herein, the terms and conditions of the aforementioned Mortgage and Loan and Security Agreement not expressly modified by the terms of this Agreement, shall remain in full force and effect. In all other respects, the Mortgagor expressly reaffirms all other terms, conditions and covenants of the Mortgage and the Loan and Security Agreement as identified above. In addition, this Agreement neither changes, modifies, extends, establishes nor terminates any rights or obligations of the parties to any of the other Loan Documents (as defined in the Loan and Security Agreement) presently encumbering the Mortgaged Premises or any modifications thereof.

5. This Agreement is executed by the undersigned, not personally but as Trustee as aforementioned in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Mortgage and Assignment of Rents and Leases securing the payment of the Note by enforcement of the provisions contained in said Mortgage, Assignment of Rents, the other Loan Documents and this Agreement. No personal liability shall be asserted or be enforceable against the Mortgagor or any person interested beneficially or otherwise in said property specifically described in said Mortgage and Assignment of Rents given to secure the payment of the Note, or in the property or funds at any time subject to said trust agreement, because or in

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respect of this Agreement or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each subsequent holder hereof, but nothing contained herein shall modify or discharge the personal liability expressly assumed by the Guarantors hereof, if any, and each original and successive holder of this Agreement accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the same or other disposition thereof, but that in case of default in the payment under the Note or any installment thereof, the sole remedy of the holder hereof shall be by the enforcement of any remedy available to Mortgagee under the Mortgage or Assignment of Rents or the enforcement of any remedy available under the Loan Documents given to secure the indebtedness evidenced by the Note in accordance with the terms and provisions in said Note set forth or by action to enforce the personal liability of the Guarantors, if any, of the payment of the Note, or both.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Modification of Mortgage and Loan and Security Agreement on the date first above written.

MORTGAGOR:

Bank of Elmhurst, not personally
but as Trustee under Trust
Agreement dated August 25, 1986,
and known as Trust Number 149-0886

BY: *John T. McCarhan*
Its: Trust Officer and Asst. U.P.

ATTEST: *John A. Smith*
Its: Asst. Trust Officer - U.P.

MORTGAGEE:

Lyons Federal Trust and Savings
Bank, a federally chartered
savings bank

BY: *Donald A. Bey*
Its: 2nd U.P.

ATTEST: *Janet M. Douglas*
Its: *Trust Secy*

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STATE OF _____)

SS.

COUNTY OF Sauage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Donald A. Berg, personally known to me to be a Vice President of LYONS FEDERAL TRUST AND SAVINGS BANK, a federally chartered savings bank, and James M. Dorpka personally known to me to be the Asst. Secretary of said Corporation, and 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 severally acknowledged that as such Vice President and Asst. Secretary they signed and delivered the said instrument as Vice President and Assistant Secretary of said Corporation, and caused the Corporate seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 22nd day of January, 1987.

Catherine J. Klekamp
Notary Public

My Commission Expires:

2/28/89

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COOK COUNTY, ILLINOIS
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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

LOT 4 (EXCEPT THE EAST 100 FEET THEREOF) IN BLOCK 1 IN WOLF ROAD HIGHLANDS IN ROBERTSON AND YOUNG'S SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND

LOT 5 (EXCEPT THE HIGHWAY) AND THE EAST 20 FEET OF LOT 6 IN BLOCK 1 IN WOLF ROAD HIGHLANDS IN ROBERTSON AND YOUNG'S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER OF ST. CHARLES ROAD (EXCEPT THE NORTH 183 FEET ON THE WEST LINE BY 174 FEET ON THE EAST LINE OF WEST 284.7 FEET) IN COOK COUNTY, ILLINOIS;

ALSO

PARCEL II

LOTS 1, 2, 3, AND 4 IN THE SUBDIVISION OF THE WEST 100 FEET OF LOT 6 (EXCEPT THE NORTH 17 FEET THEREOF) IN BLOCK 1 IN WOLF ROAD HIGHLANDS ROBERTSON AND YOUNGS SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

VACATED 16 FEET ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 AND 2 AND NORTH OF AND ADJOINING LOTS 3 AND 4 AND VACATED 33 FEET STREET LYING SOUTH OF AND ADJOINING LOTS 3 AND 4 IN THE SUBDIVISION OF THE WEST 100 FEET OF LOT 6 IN BLOCK 1 IN WOLF ROAD HIGHLANDS ROBERTSON AND YOUNGS SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

LOT 7 (EXCEPT THE NORTH 17 FEET THEREOF) AND THE WEST 175 FEET OF LOT 6 (EXCEPT THE WEST 100 FEET AND EXCEPT THE NORTH 17 FEET THEREOF) IN BLOCK 1 IN WOLF ROAD HIGHLANDS ROBERTSON AND YOUNGS SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PIN #'s 15-07-213-005	15-07-213-004
15-07-213-007	15-07-213-066
15-07-213-008	15-07-213-003
15-07-213-006	

881/8886/CP

5447, 5515, 5525 St. Charles Road, Berkeley, Illinois

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