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COOK COUNTY, ILLINOIS
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Chicago Fee
Mortgage

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FIRST AMENDMENT TO MORTGAGE

THIS AMENDMENT dated as of March 25, 1987 (the "First Mortgage Amendment") is entered into among NORTHBROOK CORPORATION (the "Company") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Continental").

A. WHEREAS, the Company, Continental, individually, J. Henry Schroder Bank & Trust Company ("Schroder"), (Continental and Schroder each called a "Bank" and collectively called the "Banks") and Continental as Agent (the "Agent") for itself and Schroder entered into that certain Term Loan Agreement dated as of November 12, 1985, as amended (the "Term Loan Agreement");

B. WHEREAS, the Company and Continental entered into that certain Line of Credit Agreement dated as of November 12, 1985, as amended (the "Line of Credit Agreement");

C. WHEREAS, the Company and Continental have executed a First Amendment to Line of Credit Agreement ("First Line of Credit Amendment") of even date herewith, amending the Line of Credit Agreement so that, among other things, the maximum amount of the Credit (as such term is defined therein) was increased from \$1,000,000.00 to \$5,000,000.00;

D. WHEREAS, in connection with the increase in the maximum amount of the Credit under the Line of Credit Agreement, the Company desired to prepay the Loans under the Term Loan Agreement and the Replacement Promissory Note issued thereunder by the aggregate amount of \$3,000,000.00 and to revise the scheduled amortization of said Loans and Replacement Promissory Note as more fully set forth under the Fifth Amendment to Term Loan Agreement ("Fifth Term Loan Amendment") of even date herewith and the Consolidated Replacement Note described therein;

E. WHEREAS, immediately prior to the execution of the Fifth Term Loan Amendment and this First Mortgage Amendment by the Company and Continental, Schroder sold to Continental the Replacement Promissory Note issued to Schroder pursuant to the Third Amendment to the Term Loan Agreement, together with all of Schroder's rights in, to and under the Term Loan Agreement;

F. WHEREAS, the Company and Continental individually, and as successor in interest through purchase of the rights of Schroder, have executed the Fifth Term Loan Amendment to amend the Term Loan Agreement to make certain additional changes to certain covenants and other provisions contained therein as are more fully set forth in the Fifth Term Loan Amendment;

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G. WHEREAS, to secure the payment and performance of all liabilities and obligations of the Company under the Term Loan Agreement and Line of Credit Agreement, the Company delivered to the Banks a mortgage encumbering the property described on Exhibit A attached hereto and made a part hereof, which mortgage was dated November 13, 1985, and recorded as Document No. 85288507 on November 19, 1985 in the Recorder's Office of Cook County, Illinois ("Mortgage"); and

H. WHEREAS, the Company and Continental wish to amend the Mortgage to provide expressly that it shall secure (i) the Company's indebtedness evidenced by the Consolidated Replacement Note issued pursuant to the Fifth Term Loan Agreement and the Promissory Note issued pursuant to the First Line of Credit Amendment; and (ii) the Company's payment and performance of its liabilities and obligations under the Term Loan Agreement as amended by the Fifth Term Loan Amendment and the Line of Credit Agreement as amended by the First Line of Credit Amendment.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Company and Continental for itself, and as successor in interest through purchase of the rights of Schroder under the Term Loan Agreement, hereby agree as follows:

SECTION 1. CERTIFICATION. The Company hereby certifies that after giving effect to the amendments contained herein it will be in full compliance with all provisions of the Mortgage and that after giving effect to this First Mortgage Amendment no Event of Default (as defined in the Mortgage) has occurred and is continuing. The Company further certifies that all representations and warranties made by it in the Mortgage are true and correct as of the date hereof and will remain true and correct for the term of the Mortgage.

SECTION 2. DEFINED TERMS. Terms defined in the Mortgage, Term Loan Agreement or Line of Credit Agreement not otherwise defined herein shall have the same meanings herein as in such other documents.

SECTION 3. AMENDMENTS TO MORTGAGE. The Mortgage is hereby amended as follows:

3.1 All references to Schroder shall be deleted.

3.2 The words "each", "any", "either", "neither", "both" or similar words when prefacing the words "Bank" or "Banks" shall be deleted.

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3.3 The terms "Banks" and "the Agent" shall be redefined wherever the same shall appear throughout the Term Loan Agreement to mean Continental acting for itself as the sole continuing lender under the Term Loan Agreement.

3.4 Neither Continental nor the Company shall be required to give any notice or seek any consent from Schroder, and Continental shall not be required to notify or to seek the consent of itself as successor in interest through the purchase of the rights of Schroder under the Term Loan Agreement.

3.5 All deliveries, notices or consents required to be made, given or obtained to or from the Agent or the Banks shall henceforth be made, given or obtained as applicable solely to or from Continental.

3.6 Recital B. is amended to replace the reference to "One Million Dollars (\$1,000,000.00)" with "Five Million Dollars (\$5,000,000.00)".

3.7 Recital C.(i) is amended to provide that the Demand Note in the principal amount of One Million Dollars (\$1,000,000.00) has been replaced by a Demand Note, of even date herewith, in the principal amount of Five Million Dollars (\$5,000,000.00).

3.8 Recitals C.(ii) and (iii) are amended to provide that the two Term Notes in the principal amounts not to exceed Eleven Million Nine Hundred and Seventy Thousand Dollars (\$11,970,000.00) and Seven Million and Thirty Thousand Dollars (\$7,030,000.00) are replaced by the Consolidated Replacement Note, a term note in the principal amount not to exceed Nineteen Million Dollars (\$19,000,000.00).

3.9 Recital D. is amended to delete the following reference: "(ii) a Security Agreement, of even date herewith by which Mortgagor assigned to Mortgagee a continuing security interest in Continental Certificate of Deposit No. 464933 in the amount of \$1,000,000.00 and any replacements therefor or proceeds thereof".

3.10 The term "Term Loan Agreement" shall mean, and this Mortgage shall secure, that certain Term Loan Agreement dated November 12, 1985, as in effect on the date of the Fifth Term Loan Amendment and as the same may be amended thereby and as it may subsequently from time to time be amended, supplemented or modified.

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3.11 The term "Line of Credit Agreement" shall mean, and this Mortgage shall secure, that certain Line of Credit Agreement dated November 12, 1985, as the same may be modified by the First Line of Credit Amendment and as it may subsequently from time to time be amended, supplemented or modified.

3.12 Add to Subparagraph 6.1(c): "All future advances shall be secured on a priority basis whether the entire amount shall have been advanced this date or at a later date, whether having been advanced, they shall have been repaid in part or in full and further advances made at a later date, or whether the future advances are of the same or a different kind or quality as the original advances or whether related thereto."

3.13 The term "Prime Rate" shall be replaced by the term "Reference Rate" which shall have the meaning given in the First Line of Credit Agreement.

SECTION 4. BINDING EFFECT. This First Mortgage Amendment shall be binding upon the parties and their respective successors and assigns. Except as hereby expressly amended, the Mortgage shall remain in full force and effect and is hereby ratified and confirmed in all respects. Each reference in the Mortgage to "this Mortgage", "hereunder", "hereof", "herein" or words of like import, and each reference to the Mortgage in the Notes, the Term Loan Agreement, the Line of Credit Agreement and in the other instruments executed and delivered pursuant to the Term Loan Agreement and the Line of Credit Agreement shall mean and be a reference to the Mortgage, as amended by this First Mortgage Amendment and as it may be from time to time amended, supplemented or modified.

SECTION 5. PRIORITY. The parties intend that this First Mortgage Amendment shall not adversely affect the security and priority of the Mortgage to the detriment of the Mortgagee. The Obligations and the Line of Credit Agreement and the Term Loan Agreement, all as amended, shall be entitled to the security and priority of the Mortgage as of its initial execution and recording. All rights against all other parties are hereby reserved.

Attest:

NORTHBROOK CORPORATION

By: Jeanne T. Hunt

By: James P. Hunt

Title: SECRETARY

Title: PRESIDENT

[SEAL]

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Attest:

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By: *Alma Spangier*
Title: *Banking Officer*
[SEAL]

By: *[Signature]*
Title: JOHN H. BEIRISE
REGIONAL VICE PRESIDENT

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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, Carmen Montagano, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James B. Shein, personally known to me to be the _____ President of NORTHBROOK CORPORATION, a Delaware corporation, and Dennis T. Hurst, personally known to me to be the _____ 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 _____ President and _____ 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 notarial seal this 25th day of March, 1987.

Carmen Montagano
Notary Public

My Commission Expires:

My Commission Expires October 20, 1989

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lot 25 in Block 1 in Buckingham Second Addition to Lake View in the North East 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lot 3, 4, 5, 6, 7, 8, 9 and 10 in Block 1 in Buckingham's Second Addition to Lake View in the North East 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

A G.O.

Permanent Tax Nos: 14-20-215-023-0000 (Lot 25)
14-20-215-020-0000 (Lot 4)
14-20-215-021-0000 (Lot 3)
14-20-215-019-0000 (Lot 5)
14-20-215-038-0000 (Lot 6)
14-20-215-036-0000 (Lot 7)
14-20-215-040-0000 (Lots 6&7)
14-20-215-035-0000 (Lot 8)
14-20-215-015-0000 (Lot 9)
14-20-215-014-0000 (Lot 10)

This lot is bordered by 3 alleys + is located East of the 3700 block of N Clark Street and approx. 120 Ft. South of Grace in Chicago, IL.

- common address:
3707 N. Clark, Chicago, IL

- Common address:
3721-27 N. Clark St.
Chicago, IL

Instrument Prepared by
& Mail to:

Mr. Tom VanVekum
Continental Illinois National Bank & Trust Co of Chicago
105 W. Adams, 9th floor
Chicago, IL 60603

BOX 333 - HV

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