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AMENDATORY AGREEMENT

This Amendatory Agreement made and entered into as of this 1st day of July, 1988 by and between American National Bank and Trust Company of Chicago, as Trustee under Trust No. 100187-03 dated September 1, 1986 (herein called the "Borrower") and Northern Life Insurance Company (herein called the "Lender").

WITNESSETH, That:

WHEREAS, Borrower has heretofore executed and delivered to the Lender, Borrower's Promissory Note, dated December 1, 1987 in the principal sum of \$4,750,000 payable to the order of Lender and more fully described in the Mortgage hereinafter referred to (herein called the "Note"); and

WHEREAS, to secure the Note in the indebtedness evidenced thereby Borrower has heretofore executed and delivered to Lender as mortgagee and recorded with the Recorder of Deeds of Cook County of Illinois (herein called the "Recorder's Office") a mortgage dated December 1, 1987 and recorded on August 7, 1987 as Document No. 87,438,883 (herein called the "Mortgage") encumbering certain real property interest therein (herein called the "Premises") described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Note, Mortgage and other documents evidencing and securing the indebtedness evidenced by the Note are herein called the "Loan Documents"; and

WHEREAS, Borrower and Lender desire to modify and amend the Note and Mortgage as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements herein contained and for Ten Dollars (\$10.00) and other good and valuable consideration and hand paid by each party to the other, receipt and sufficiency of all of which is hereby

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acknowledged, the parties hereto covenanting and agree as follows:

1. The effective date of this Agreement (herein called the "Effective Date") shall be July 31, 1988.

2. The Note is hereby amended in the following respects, to take effect on the Effective Date:

a. The date June 30, 1988 contained in paragraph 5(b) of the Note shall be replaced by the date June 30, 1989;

b. The date June 1, 1988 contained in paragraph 7(a) of the Note shall be replaced with the date June 1, 1989; and

c. The date August 1, 1988 contained in paragraph 7(b) of the Note shall be replaced with the date August 1, 1989.

3. In addition to the payments provided for in the Note and in the Mortgage, Borrower shall pay to Lender a Deferral Fee (hereinafter defined) on the first day of August 1988, November 1988, February 1989, and May 1989 in consideration for Lender's amending the Note as set forth herein. In the event that the Additional Amount (as defined in the Note) shall be disbursed by Lender to Borrower prior to the occurrence of any such dates, the Deferral Fee not yet payable on such dates not then having occurred shall not be paid.

4. The term Deferral Fee shall mean:

(a) the amount, if any, by which the Regular Rate (as defined in the Note) exceeds the yield to maturity percentage (herein called the "Current Yield") for the United States Treasury Note (herein called the "Treasury Note") maturing 90 days from the date of each such payment as published in the Wall Street Journal on the first (1st) business day preceding the date payment of the Deferral Fee is due; if (I) publication of the Wall Street Journal is discontinued, or (II) publication of the Current Yield of the Treasury Note in the Wall Street Journal is discontinued, the Lender shall, in its sole discretion, designate some other daily financial or governmental publication in national circulation);

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(b) the difference calculated pursuant to clause (a) above shall be multiplied by the amount of the Additional Amount (as defined in the Note); and

(c) the product calculated pursuant to clause (b) above shall be multiplied by the quotient, rounded to the nearest one hundredth of one percent, obtained by dividing  $90 \times 365$ , provided that the Deferral Fee shall in no event be less than zero.

5. The Mortgage is hereby amended in the following respects to take effect at the Effective Date. The form of Note attached to the Mortgage as executed is amended to reflect the modification set forth herein.

6. From and after the Effective Date, wherever in any of the Loan Documents reference is made to the Note or the Mortgage, such reference shall be deemed a reference to the Note and Mortgage as hereby modified and amended.

7. In all other respects, the Loan Documents, and each of them, as hereby modified and amended, are hereby approved, ratified and confirmed.

8. As a condition precedent to the effectiveness of this Agreement, Borrower shall cause Ticor Title Insurance Company of California to issue an endorsement to Lender's title insurance policy #220715 dated August 10, 1987 issued by the title company, which endorsement shall be in favor of and in all respects acceptable to Lender, and which endorsement shall:

(a) reflect the recording of this Agreement,

(b) redate the title policy to cover the date of recording of this Agreement, and

(c) reveal no encumbrances senior to the lien of the Mortgage, as amended and modified hereby, other than those appearing on the title policy (provided that as to general real estate taxes, only taxes not yet due and payable shall be a permitted exception). In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior

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in priority to the liens created by the Mortgage shall gain superiority over the lien created by the Mortgage, this Agreement shall, nunc pro tunc, be null and void without further action of the parties to the fullest extent as if it had never been executed, and to the end that the priority of the Mortgage shall not be impaired. Mortgagor shall bear all costs, expenses and fees and expenses, including but not limited to, to recording fees, escrow fees and title insurance fees, and attorney's fees incurred in connection with this Agreement.

9. All terms herein not otherwise defined shall have the same meanings as in the Note and in the Mortgage.

10. The foregoing preambles are hereby made a part hereof as fully and with the same effect as if set forth herein at length.

11. This Agreement and each and every covenant, agreement, and other provision herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

This Loan Modification Agreement is executed by American National Bank and Trust Company of Chicago, not personally, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon it and fixed upon it as such trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability said American National Bank and Trust Company of Chicago as trustee as aforesaid, and on said American National Bank and Trust Company personally, on account hereof, all such liability, if any, being expressly waived by the Lender and by every person now or hereafter claiming any right or security interest hereunder; provided, however, that the Lender and holder or holders of the Note, and the owner or owners of the indebtedness accruing thereunder shall look solely to one or more of (a) the Premises conveyed by the Mortgagee or in the manner therein or in the Note provided (b) action to enforce the personal liability of any obligor, guarantor, and/or (c) enforcement of any other security or collateral.

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

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated September 1, 1986 and known as Trust No. 100187-03

By: \_\_\_\_\_

*[Signature]*  
Vice President

ATTEST:

*[Signature]*  
Assistant Secretary

NORTHERN LIFE INSURANCE COMPANY

By: \_\_\_\_\_

*[Signature]*  
Vice President  
Assistant Treasurer

ATTEST:

*[Signature]*  
~~Assistant Secretary~~  
Assistant Treasurer

THIS DOCUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

Donald A. Robinson  
Rosenthal and Schanfield  
55 E. Monroe Street  
Suite 4620  
Chicago, Illinois 60603

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STATE OF Minnesota  
COUNTY OF Hennepin

} ss.

I, Marilynn W. Reidenberg a Notary Public in and for the County and State aforesaid,  
do hereby certify that Kenneth Kuk and Gary L. Jacobson, respectively,  
the ~~Vice President and Assistant Treasurer~~ Assistant Treasurer and Assistant Treasurer of  
Northern Life Insurance Company

a Washington corporation, who are personally known to me to be the same persons whose names  
are subscribed to the foregoing instrument, as such officers of said corporation, respectively, appeared before me this day in  
person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free  
and voluntary act of said corporation for the uses and purposes therein set forth, and the said ~~Assistant Secretary~~ Assistant Treasurer of said  
corporation then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix such  
corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the  
uses and purposes therein set forth.

Assistant Treasurer

Given under my hand and notarial seal this 21st day of October, 1988

~~~~~  
Notary Seal  
~~~~~

Marilynn W. Reidenberg  
Notary Public

My Commission Expires: July 4, 1991

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STATE OF  
COUNTY OF

*TC*  
*Cook* } ss:

L. M. SOVICINSKI

I, \_\_\_\_\_ a Notary Public in and for said County in the State  
aforesaid, do hereby certify that ROBERT H. JOHNSON <sup>Second</sup> Vice President of

American National Bank and Trust Company of Chicago

an ARTHUR G. JOHNSON and SUZANNE G. BAKER

Assistant Secretary, of said American National Bank and Trust Company personally known to me to be the same persons

whose names are subscribed to the foregoing instrument as such Second Vice President and

Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered

the said instrument as their own free and voluntary acts, and as the free and voluntary act of said ASSISTANT SECRETARY

\_\_\_\_\_ as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and

there acknowledge that he, as custodian for the corporate seal of said ASSISTANT SECRETARY did affix the said

instrument as his own free and voluntary act, and as the free and voluntary act of said American National Bank and Trust Company of Chicago

as Trustee, for the uses and purposes therein set forth.

OCT 14 1988

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

*L. M. Sovicinski*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

Cook County Clerk's Office

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LEGAL DESCRIPTION

The South 1/2 of Lot 3, all of Lots 4, 5, 6, 7, and 8 (except the West 9 feet of all of said Lots for alley) in Block 19 in Duncan's Addition to Chicago being a subdivision of the East 1/2 of the North East 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

P.I.N. 17-17-227-009 to 012

322 South Green Street, Chicago, Illinois

Property of Cook County Clerk's Office

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