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ECL 982280/5605W

MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT

THIS MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT, dated as of the 23 day of August, 1989 is entered into by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally, but as Trustee under Trust Agreement dated May 30, 1985, and known as Trust No. 64422, and having its principal office at 33 North LaSalle Street, Chicago, Illinois (hereinafter referred to as "Mortgagor"), and THE FIDELITY MUTUAL LIFE INSURANCE COMPANY, a Pennsylvania corporation, having its principal office at 150 King of Prussia Road, Radnor, Pennsylvania 19087 (hereinafter referred to as "Mortgagee").

W I T N E S S E T H :

WHEREAS, Mortgagor heretofore executed and delivered to Mortgagee a certain Note dated June 10, 1985, in the principal amount of ONE MILLION FIFTY THOUSAND AND 00/100 (\$1,050,000.00) DOLLARS (said Note is hereinafter referred to as the "Note"); and

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING SHOULD BE
RETURNED TO:

Benjamin J. Randall, Esq.
Katz Randall & Weinberg
200 North LaSalle Street
Chicago, Illinois 60601

COMMON PROPERTY ADDRESS:

300 West Palatine Road
Wheeling, Illinois

PERMANENT INDEX NUMBER:

03-14-303-014-000

KRW File No. 1836.099

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WHEREAS, concurrently with the execution and delivery of the Note by Mortgagor, Mortgagor did execute and deliver to Mortgagee a certain Mortgage and Security Agreement, as amended by that certain letter agreement dated August 9, 1985, between Mortgagor, DDS Partners, an Illinois general partnership, and sole beneficiary of Mortgagor and Mortgagee (said Mortgage and Security Agreement, as amended by said letter agreement, is hereinafter referred to as the "Mortgage") securing the Note and covering the real estate described in Exhibit "A" attached hereto and incorporated herein by this reference (said real estate is hereinafter referred to as the "Real Estate"), which Mortgage was registered with the Registrar of Deeds of Cook County, Illinois, on July 11, 1985, as Document No. LR3440920; and

WHEREAS, as of July 31, 1989, the principal balance of the Note was in the amount of ONE MILLION THIRTY-NINE THOUSAND NINE HUNDRED NINETY-THREE AND 87/100 (\$1,039,993.87) DOLLARS and since said date Mortgagor has made no payments of principal on the Note to Mortgagee; and

WHEREAS, immediately after the execution hereof and subsequent to the recordation of all modifications to the documents securing the Note, Mortgagee shall disburse to Mortgagor, or as otherwise directed in writing by Mortgagor, an additional amount of ONE HUNDRED THIRTY THOUSAND AND 00/100 (\$130,000.00) DOLLARS, which additional disbursement shall increase the principal balance of the

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Note as of the date hereof to ONE MILLION ONE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED NINETY-THREE AND 87/100 (\$1,169,993.87) DOLLARS, which principal amount shall be secured hereby; and

WHEREAS, by a certain Modification of Note (hereinafter referred to as the "Modification of Note") executed concurrently herewith, Mortgagor and Mortgagee did amend and modify the Note, to provide, in part, as follows:

- (a) That the aggregate principal indebtedness evidenced by the Note has been increased to ONE MILLION ONE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED NINETY-THREE AND 87/100 (\$1,169,993.87) DOLLARS; and
- (b) That the maturity date of the Note has been extended from July 31, 1993 to July 31, 1996; and

WHEREAS, Mortgagor and Mortgagee have agreed to modify and amend the Mortgage to conform to, and be consistent with, the terms and provisions of the Modification of Note.

NOW, THEREFORE, in consideration of the foregoing premises, the provisions of which are incorporated herein by this reference as if specifically recited herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, Mortgagor and Mortgagee hereby modify the Mortgage covering the Real Estate to provide as follows:

1. That the Mortgage shall secure the aggregate principal amount of ONE MILLION ONE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED NINETY-THREE AND 87/100 (\$1,169,993.87) DOLLARS as evidenced by the Note and the Modification of Note.

2. That said principal amount, together with interest thereon at the rates from time to time set forth in the Note, shall be paid in monthly installments by Mortgagor to Mortgagee and in the amounts set forth in the Note, commencing September 1, 1989, and continuing on the first day of each successive month thereafter, except that the final payment of principal and interest under the Note, if not sooner paid, shall be due and payable by Mortgagor to Mortgagee on the 31st day of July, 1996.

3. That upon the occurrence of an Event of Default (as that term is defined in Paragraph 8 of the Mortgage) and in addition to any other remedy available to Mortgagee upon the occurrence of an Event in Default, Mortgagee shall have the option, upon ten (10) days prior written notice to Mortgagor, to obtain from Mortgagor, a Deed in Lieu of Foreclosure for the Real Estate (hereinafter referred to as the "Deed in Lieu"), and Mortgagor shall, within five (5) days following the expiration of said ten (10) day period,

execute and deliver to Mortgagee the Deed in Lieu together with the Loan Extension Fee (as that term is defined in the Modification of Note). Upon the execution of the Deed in Lieu by Mortgagor and delivery thereof to Mortgagee, Mortgagor shall be released from its obligations under the Note, the Mortgage and any other document securing the obligations of Mortgagor under the Note including payment of the Loan Extension Fee.

4. That the placing by Mortgagor of any lien other than any mechanics lien that is being contested by Mortgagor, or mortgage on the Real Estate which shall be subordinate to the lien of the Mortgagee on the Real Estate as evidenced hereby, without the prior written consent of Mortgagee, shall be deemed to be an Event of Default under the Mortgage.

5. That the Mortgage, as herein modified, shall stand as security for the aggregate indebtedness set forth above, and all interest to accrue thereon and, except as modified hereby, shall remain in full force and effect in accordance with the terms thereof.

6. That this Modification of Mortgage is executed by the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO hereby warrants that it possesses full power and authority to execute this

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instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally to pay the Note, or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee, and by every person now or hereafter claiming any right or security hereunder, and that so far as the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally is concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided.

IN WITNESS WHEREOF, the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustees as aforesaid, and THE FIDELITY MUTUAL LIFE INSURANCE COMPANY have each caused these presents to be signed and attested by their respective duly authorized officers.

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AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not
personally, but as Trustee under
Trust Agreement dated May 30, 1985
and known as Trust No. 64422

ATTEST:

By: [Signature]
Its: [Signature]

THE FIDELITY MUTUAL LIFE INSURANCE
COMPANY, a Pennsylvania corporation

ATTEST:

By: [Signature]
Its: ES [Signature]
Financial Secretary

Its: VICE PRESIDENT OF MORTGAGES

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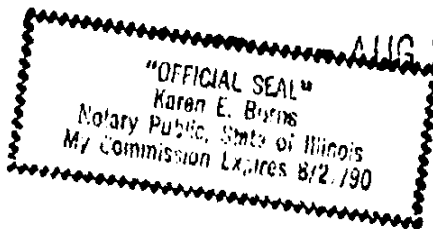
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STATE OF Ill)

COUNTY OF coll)

I, KAREN E. BYRNS, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Suzanne Goldstein Baker, as Second Vice President and John H. Johnson, as Secretary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under Trust Agreement dated May 30, 1985, and known as Trust No. 64422, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary of said Bank, 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 of said Bank for the uses and purposes therein set forth; and said John H. Johnson did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.



[Signature]
Notary Public

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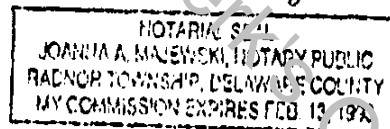
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STATE OF Pennsylvania)
COUNTY OF Delaware)

I, Joanna A. Majewski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roy M. Kent, as Vice President OF THE FIDELITY MUTUAL LIFE INSURANCE COMPANY, a Pennsylvania corporation and Edward J. Meadows, as Financial Secy of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Financial Secy 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 said Financial Secy did then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation 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.

GIVEN under my hand and notarial seal this 25th day of August, 1987.

Joanna A. Majewski
Notary Public



Member, Pennsylvania Association of Notaries

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Lot Thirty (30) in First Addition to Palatine Expressway Industrial Park, being a Subdivision in the Southwest Quarter of the Southwest Quarter of Section 14, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Non-Exclusive Easement for storm sewer appurtenant to and for the benefit of Parcel 1 over, under and upon the property described as follows:

The North 15 feet of Lot 31, together with the West 20 feet of the North 290 feet of Lot 31 in First Addition to Palatine Expressway Industrial Park, being a subdivision in the South West 1/4 of the South West 1/4 of Section 14, Township 42 North, Range 11 East of the Third Principal Meridian, recorded as Document Number 21057505 and filed as No. LR2493375 in Cook County, Illinois; as created by Easement Agreement dated February 12, 1980 and filed March 12, 1980 as Document Number LR3150038, in Cook County, Illinois.

DEPT-01 RECORDING \$20.00
#2222 TRAM 8745 08/28/89 14:42:00
#2277 #2 *-87-401961
COOK COUNTY RECORDER

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