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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "Agreement") made as of this 31st day of January, 1989, by and among COLLINS CO., LTD., a North Dakota corporation ("Collins Company"), HENRY HUA (the "Owner"), CHICAGO TITLE AND TRUST COMPANY, as Trustee (the "Trustee"), and WACHOVIA BANK AND TRUST COMPANY, N.A., ZACHARY SMITH and SMITH BAGLEY, as Trustees under the Last Will and Testament of William N. Reynolds, deceased (collectively, the "Holders");

W I T N E S S E T H:

\$30.00

WHEREAS, by Trust Deed dated as of July 13, 1984 and recorded July 31, 1984 as Document No. 27194053 (the "Junior Mortgage"), Collins Company mortgaged the premises (the "Mortgaged Premises") legally described as follows:

Lot 129 in Higgins Industrial Park Unit 87, being a subdivision in the South East 1/4 of Section 27, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois

Address: 1441 Jarvis Avenue
Elk Grove Village, Illinois 60007

P.I.N.: 08-27-401-016

to the Trustee to secure two notes both dated as of July 13, 1984, both payable to the order of the Holders, one of which notes ("Note A") was in the original principal amount of \$1,604,018.37 and the other of which notes ("Note B") was in the original principal amount of \$1,042,142.27; and

WHEREAS, the Notes are further secured by an Assignment of Rents and Leases dated as of July 13, 1984 (the "Assignment of Rents") from Collins Company to the Holders, which Assignment of Rents was recorded July 31, 1984 as Document No. 27194054; and

WHEREAS, Note A and Note B are sometimes collectively called the "Notes" and the Junior Mortgage, the Notes and the Assignment of Rents are sometimes collectively called the "Loan Documents"; and

WHEREAS, the Mortgaged Premises were conveyed by Collins Company to the Owner, Leslie Lee and Fred Chen and, pursuant to Assumption Agreement dated as of December 31, 1986 and recorded April 28, 1987 as Document No. 87224625, such parties assumed and agreed to pay and perform the Loan Documents; and

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WHEREAS, pursuant to deed dated as of January 30, 1989 and recorded, Leslie Lee and Fred Chen conveyed their interest in the Mortgaged Premises to Owner; and

WHEREAS, the Illinois Mortgage dated December 28, 1972 and recorded January 19, 1973 as Document No. 22193502 which secures two notes in the original aggregate principal amount of \$2,000,000.00 and which encumbers the Mortgaged Premises is being modified and amended by Modification Agreement of even dated herewith (the "First Mortgage Modification Agreement") which inter alia increases the rate of interest and the monthly installments of principal and interest payable under said notes; and

WHEREAS, Collins Company and the Owner have requested that the Junior Mortgage and Note A be modified and amended inter alia (a) to increase the rate of interest and the monthly installments of principal and interest payable under Note A, and (b) to require the Owner to deliver and maintain in effect a letter of credit benefitting the Holders in the amount from time to time equal to the increased payments due under Note A;

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties hereto agree as follows:

1. The Owner, Collins Company, Trustee and the Holders each consent to the First Mortgage Modification Agreement and to the modification and amendment of the loan documents therein described. The Holders authorize and direct the Trustee to execute this Agreement.

2. The first paragraph of Note A shall be and is hereby modified and amended to provide that, commencing February 1, 1989, the rate of interest payable on the unpaid principal sum thereunder shall be nine and three-quarters percent (9-3/4%) payable, commencing March 1, 1989, in consecutive monthly installments of \$17,007.30 and that if not sooner prepaid, the final installment consisting of the balance of principal and interest accrued thereon shall be due and payable on the first day of January 1999.

3. The amount which is equal to the product of (a) \$907.30 and (b) the number of full or partial calendar months during the period from the date of the issuance of the "Letter of Credit", as hereafter defined, to January 1, 1999, is sometimes called the "Increased Amortization". An irrevocable letter of credit issued by a responsible financial institution, reasonably approved by the Holders, in the face amount from time to time of the Increased Amortization, showing the Holders as beneficiaries thereof, expiring no earlier than three hundred sixty-five (365) days thereafter and entitling the Holders to draw thereunder in the full face amount thereof upon presentation of a certificate

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signed by an officer of Wachovia Bank & Trust Company, N.A. stating that a default exists under the Loan Documents is sometimes called a "Letter of Credit".

The Junior Mortgage and Note A shall be and are hereby modified and amended to provide that the Owner shall deliver to the Holders at the office from time to time designated for the payment of the Notes not less than twenty (20) days prior to the date of expiration of each Letter of Credit a replacement Letter of Credit expiring not less than three hundred sixty-five (365) days after the expiration date of the Letter of Credit which it replaces. Any failure to deliver a Letter of Credit on a timely basis shall be deemed an event of default under the Loan Documents.

4. The Loan Documents each shall be and are hereby modified and amended to provide that the indebtedness evidenced and secured thereby shall include without limitation all interest and payments payable under the Note A as herein modified and amended and that a breach of this Agreement shall constitute a default under the Loan Documents.

5. Owner and Collins Company each hereby jointly and severally expressly acknowledge and agree to and for the benefit of the Trustee and of the Holders that:

(a) such party has no defense or offset to the indebtedness and obligations evidenced and secured by the Loan Documents;

(b) no default exists under the Loan Documents and no event has occurred which, upon notice or lapse of time or both, would constitute a default thereunder;

(c) such party is solvent and is not in default of any obligations to any creditor and no creditor has taken or threatened to take any adverse action against such party; and

(d) such party has determined that the modification herein provided will inure to the benefit of such party and will not materially adversely affect the assets, business, prospects or condition, financial or otherwise of such party, or the ability of such party to pay debts of such party as they mature or to continue to conduct the business of such party, as presently contemplated or conducted.

6. The parties hereby expressly acknowledge and agree that this Agreement shall be deemed to supplement the Loan Documents and to extend the lien of the Junior Mortgage and all other security for the indebtedness and obligations under the Loan Documents and shall not be deemed or construed to constitute a consent to or waiver of any defaults existing as of the date

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hereof and that, except as herein modified, all terms and provisions of the Loan Documents are and shall continue in full force and effect and all liens and security therefor shall continue undisturbed until the obligations secured thereby, as hereby modified, are fully paid, satisfied and released. The parties further expressly acknowledge and agree that, on or after the effective date hereof, all references in the Loan Documents to any of the Loan Documents and the words "herein," "hereof," "hereunder," or words of like import in any such document shall mean and have reference to such document as modified and amended by this Agreement.

7. As a condition hereof, each party shall execute, deliver and record or cause to be executed, delivered and recorded such documents and consents, if any, as may be reasonably required to effectuate the purpose of this Agreement and to preserve all liens and security for payment of the indebtedness and obligations evidenced and created by the Loan Documents.

8. Except as modified or amended hereby, the Loan Documents are in all respects ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY,
not personally but as Trustee
aforesaid

By: James W. Brown
Title: Assistant Vice President

ATTEST:

Barbara Naughton
Ass't Secretary

COLLINS CO., LTD., a North Dakota
corporation

By: _____
Title: _____

ATTEST:

HENRY HUA

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hereof and that, except as herein modified, all terms and provisions of the Loan Documents are and shall continue in full force and effect and all liens and security therefor shall continue undisturbed until the obligations secured thereby, as hereby modified, are fully paid, satisfied and released. The parties further expressly acknowledge and agree that, on or after the effective date hereof, all references in the Loan Documents to any of the Loan Documents and the words "herein," "hereof," "hereunder," or words of like import in any such document shall mean and have reference to such document as modified and amended by this Agreement.

7. As a condition hereof, each party shall execute, deliver and record or cause to be executed, delivered and recorded such documents and consents, if any, as may be reasonably required to effectuate the purpose of this Agreement and to preserve all liens and security for payment of the indebtedness and obligations evidenced and created by the Loan Documents.

8. Except as modified or amended hereby, the Loan Documents are in all respects ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY,
not personally but as Trustee
aforesaid

By: _____
Title: _____

ATTEST:

COLLINS CO., LTD., a North Dakota
corporation

By: Henry Hua
Title: President

ATTEST:

Ralph [Signature]

[Signature]
HENRY HUA

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WACHOVIA BANK AND TRUST COMPANY, N.A.,
a national banking association, not
personally but as Trustee aforesaid

By: James C. Cook
VICE PRES.

ATTEST:

James W. Blackledge
Assistant Secretary

Zachary Smyth
ZACHARY SMYTH, not personally but
as Trustee aforesaid

Smith Bagley
SMITH BAGLEY, not personally but
as Trustee aforesaid

Mail To :

This Instrument Prepared By:

George E. Leonard III
Winston & Strawn
One First National Plaza
Chicago, Illinois 60603

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CONSENT OF CITIBANK, N.A.

CITIBANK, N.A., as owner and holder of a mortgage dated December 17, 1984 and recorded December 18, 1984 as Document No. 27376483, hereby consents to Sections 2, 3, 4 and 6 of the Modification Agreement made as of January 31, 1989, by and among Collins Co., Ltd., Henry Hua, Chicago Title and Trust Company, Wachovia Bank and Trust Company, N.A., Zachary Smith and Smith Bagley, and to the modification and amendment of the documents described in such Sections.

Dated: August 16, 1989

CITIBANK, N.A.

By C. S. [Signature]
Vice President

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CONSENT OF PITTSBURGH NATIONAL BANK

PITTSBURGH NATIONAL BANK, as owner and holder of a mortgage dated December 21, 1984 and recorded December 21, 1984 as Document No. 27381124 and rerecorded January 4, 1985 as Document No. 27395897, hereby consents to the foregoing Modification Agreement, and to the modification and amendment of the Loan Documents described in the foregoing Modification Agreement.

DATED: May 30, 1989.

PITTSBURGH NATIONAL BANK,
a national banking association

By: Constance A. Bentzen
Name: Constance A. Bentzen
Title: Vice President

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STATE OF New Jersey)
) SS.
COUNTY OF Morris)

I, Dorothy Shuey, a Notary Public in and for said County in the State aforesaid, do hereby certify that HENRY HUA and _____ who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as _____ and _____ of COLLINS CO., LTD. a North Dakota corporation, and personally known to be such officers, appeared before me this day in person and each acknowledged that, as such officers, they signed and delivered said instrument pursuant to authority given by the Board of Directors of said corporation and as their free and voluntary act and 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 23rd day of May, A.D. 1989.

Dorothy Shuey
Notary Public

My commission expires:
Notary Public, State of N. J.
No. 2028045
Qualified in Bergen County
~~Commission Expires May 1, 1992~~

STATE OF New Jersey)
) SS.
COUNTY OF Morris)

I, Dorothy Shuey, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that HENRY HUA personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the above instrument as his free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 23rd day of May, A.D. 1989.

Dorothy Shuey
Notary Public

My commission expires:
DOROTHY SHUEY
Notary Public, State of N. J.
No. 2028045
Qualified in Bergen County
Commission Expires May 1, 1992

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COOK COUNTY CLERK'S OFFICE
100 NORTH DEARBORN STREET
CHICAGO, ILLINOIS 60602
TEL: 312.603.1000 FAX: 312.603.1001

COOK COUNTY CLERK'S OFFICE
100 NORTH DEARBORN STREET
CHICAGO, ILLINOIS 60602
TEL: 312.603.1000 FAX: 312.603.1001

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Charlotte Fox, a Notary Public in and for said County in the State aforesaid, do hereby certify that James D. Benson and Karen Naughton who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Assistant Vice President and Assistant Secretary of CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, who are and personally known to be such officers, appeared before me this day in person and acknowledged that, as such officer, they signed and delivered said instrument pursuant to authority given by the Board of Directors of said corporation and as their 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 4 th day of August, A.D. 1989.

" OFFICIAL SEAL "
CHARLOTTE FOX
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/8/92
My commission expires

Charlotte Fox
Notary Public

5-8-92

Cook County Clerk's Office

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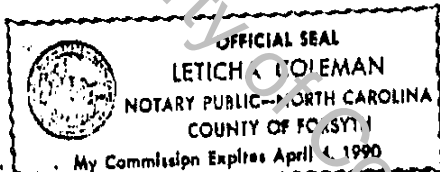
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STATE OF North Carolina)
) SS.
COUNTY OF Forsyth)

I, Leticha Coleman, a Notary Public in and for said County and State aforesaid, do hereby certify that ZACHARY SMITH, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of April, 1989.



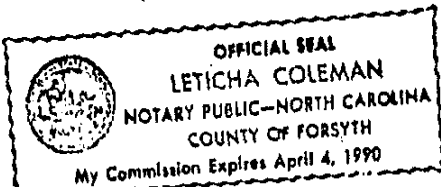
Leticha Coleman
Notary Public

My commission expires:
April 4, 1990

STATE OF North Carolina)
) SS.
COUNTY OF Forsyth)

I, Leticha Coleman, a Notary Public in and for said County in the State aforesaid, do hereby certify that SMITH BAGLEY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1 day of May, 1989.



Leticha Coleman
Notary Public

My commission expires:
April 4, 1990

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JANE SAUNDERS
CLERK OF THE COUNTY OF COOK
OFFICE OF THE CLERK OF COOK COUNTY
100 N. LAUREL STREET, CHICAGO, ILL. 60602
TEL. 312-603-2000

JANE SAUNDERS
CLERK OF THE COUNTY OF COOK
OFFICE OF THE CLERK OF COOK COUNTY
100 N. LAUREL STREET, CHICAGO, ILL. 60602
TEL. 312-603-2000

100 N. LAUREL STREET

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STATE OF NORTH CAROLINA)
) SS.
COUNTY OF FORSYTH)

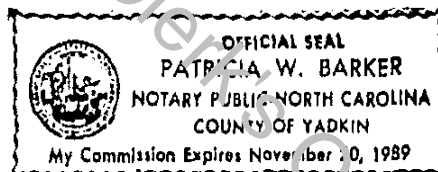
I, Patricia W. Barker, a Notary Public in and for said County and State aforesaid, do hereby certify that James C. Cook and James W. Blackburn, Jr. who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as respectively, Vice President and Assistant Secretary of WACHOVIA BANK AND TRUST COMPANY, N.A., a national banking association, of Winston-Salem, North Carolina and to me personally known to be such officers, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument 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 27th day of April, 1989.

Patricia W. Barker
Notary Public

My commission expires:

November 20, 1989



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STATE OF New York)
COUNTY OF New York) SS.

I, Patricia Ekman, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that C.S. Lin personally known to me to be the a Vice President of CITIBANK, N.A., a National Banking Association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as a Vice President of said Bank, appeared before me this day in person and acknowledged that as such officer he signed and delivered said instrument and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority, given by the Board of Directors of said Bank as his free and voluntary act and the free and voluntary act and deed of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of August, A.D. 1989.

Patricia Ekman
Notary Public

My commission expires:

PATRICIA EKMAN
Notary Public, State of New York
No. 31-4763080
Qualified in New York County
Commission Expires August 31, 1990

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COOK COUNTY CLERK
JANUARY 1, 2011
100 N. LA SALLE ST.
CHICAGO, IL 60602

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STATE OF California,
COUNTY OF Los Angeles, SS.

I, Irene Lugo, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Constance A. Bentzen personally known to me to be the Vice President of PITTSBURG NATIONAL BANK, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as Vice President of said Bank, appeared before me this day in person and acknowledged that as such officer he signed and delivered said instrument and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority, given by the Board of Directors of said Bank as his free and voluntary act and the free and voluntary act and deed of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of May, A.D. 1989.

Irene Lugo
Notary Public

My commission expires:
Oct 8, 1990

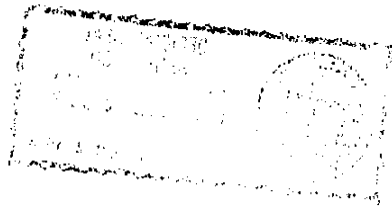


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