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## AMENDATORY AGREEMENT #2

This Amendatory Agreement #2 made and entered into as of this 1st day of July, 1989, 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, 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 and Mortgage were amended pursuant to Amendatory Agreement, dated as of July 1, 1988, executed by Borrower and Lender and recorded with the Recorder's Office on November 3, 1988, as Document No. 88,509,042; and

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

WHEREAS, Borrower and Lender again desire to modify and amend the Note and Mortgage as herein 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 in hand paid by each party to the other, receipt and sufficiency of all of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The effective date of this Agreement (herein called the "Effective Date") shall be July 31, 1989.
2. The Note is hereby amended in the following respects, to take effect on the Effective Date:

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(a) The date June 30, 1989, contained in paragraph 5(b) of the Note shall be replaced by the date June 30, 1990;

(b) The date June 1, 1989, contained in paragraph 7(a) of the Note shall be replaced with the date June 1, 1990; and

(c) The date August 1, 1989, contained in paragraph 7(b) of the Note shall be replaced with the date August 1, 1990.

2. 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, 1989, November, 1989, February, 1990, and May, 1990, in consideration of 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;

(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.

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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, as amended by endorsement dated November 3, 1988, 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 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, the 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 a 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 representative, successors and assigns.



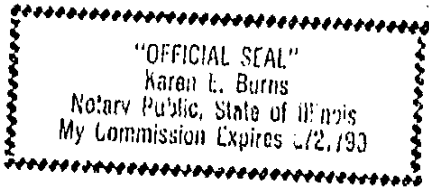
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

I, KAREN E. BURNS, a Notary Public, in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Suzanne Goldstein Baker <sup>Second Vice President</sup> Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and Claire Rosati Foley, Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such <sup>Second Vice President</sup> 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 act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and that said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said bank did affix the said corporate seal of said bank to said instrument as h<sup>e</sup> own free and voluntary act, and for the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this  
day of \_\_\_\_\_, 1989.

AUG 17 1989



*[Handwritten Signature]*  
Notary Public

My Commission Expires:  
\_\_\_\_\_

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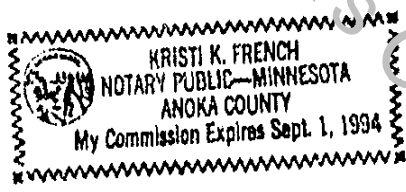
STATE OF MINNESOTA )  
                                  )     SS.  
COUNTY OF ANOKA     )

I, Kristi K French, a Notary Public, in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth U. Kuk, Assistant Treasurer of Northern Life Insurance Company, a Washington corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me this day in person and acknowledged that he signed and delivered the 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 24th day of August, 1989.

Kristi K French  
Notary Public

My Commission Expires:  
9/1/94



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## EXHIBIT A

### 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 thru 012

322 South Green Street, Chicago, Illinois.

DEPT-01

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COOK COUNTY RECORDER

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