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COOK COUNTY, ILLINOIS  
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1989 OCT -6 PM 2:55

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MODIFICATION AGREEMENT

71-46-745 D1

THIS MODIFICATION AGREEMENT dated as of August 1, 1989 (this "Agreement"), by and among LASALLE NATIONAL BANK, a national banking association, as Trustee under a Trust Agreement dated February 18, 1980, and known as Trust No. 102457 (the "Mortgagor"), EDENS-CALDWELL REAL ESTATE INVESTMENT PARTNERSHIP, LTD., an Illinois limited partnership (the "Beneficiary"), JOHN S. LIZZO and ALVIN GOLDSTEIN (the "General Partners"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank");

W I T N E S S E T H:

\$20.00

WHEREAS, the Mortgagor, the Beneficiary, the General Partners and the Bank heretofore entered into the following documents (collectively, the "Documents"):

(i) Commitment Letter dated February 1, 1988, from the Bank to the Mortgagor and the Beneficiary;

(ii) Mortgage Note dated February 1, 1988 (the "Note"), from the Mortgagor to the Bank;

(iii) Mortgage and Security Agreement dated as of February 1, 1988 (the "Mortgage"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on February 17, 1988, as Document No. 88068095;

(iv) Security Agreement dated as of February 1, 1988, from the Beneficiary to the Bank;

Permanent Index Numbers:

13-04-401-003  
13-04-402-004  
13-04-402-005

This Instrument Prepared by and to be Returned after Recording to:

Alvin L. Kruse, Esq.  
James A. Schraidt, Esq.  
Seyfarth, Shaw, Fairweather  
& Geraldson  
55 East Monroe Street  
Suite 4200  
Chicago, Illinois 60603

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Address of Premises:

4801 West Peterson  
Chicago, Illinois

Box 333

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(v) Collateral Assignment of Beneficial Interest dated as of February 1, 1988, from the Beneficiary to the Bank;

(vi) Guaranty of Payment and Performance dated as of February 1, 1988, from the Beneficiary and the General Partners to the Bank;

(vii) Uniform Commercial Code Financing Statements from the Mortgagor to the Bank recorded in the Office of the Secretary of State of the State of Illinois on February 25, 1988, as Document No. 2392901 and in the Office of the Recorder of Deeds of Cook County, Illinois on February 18, 1988, as Document No. 88U03962;

(viii) Uniform Commercial Code Financing Statements from the Beneficiary to the Bank recorded in the Office of the Secretary of the State of Illinois on February 25, 1988, as Document No. 2392900 and in the Office of the Recorder of Deeds of Cook County, Illinois on February 18, 1988, as Document No. 88U03963;

WHEREAS, the Documents as amended encumber the real estate described in Exhibit A attached hereto (the "Premises"); and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Increase in Loan. The amount of the loan evidenced and secured by the Documents (the "Loan") is hereby increased by the amount of \$340,000, from \$2,010,000 to \$2,350,000, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the amount "\$2,010,000" is hereby changed to "\$2,350,000" each time it appears in the Documents, and the amount "Two Million Ten Thousand" is hereby changed to "Two Million Three Hundred Fifty Thousand" each time it appears in the Documents. The amount of the increase in the loan shall be applied to pay or reimburse (i) the cost of tenant improvements for the Premises, (ii) leasing commissions for the Premises payable to unrelated third party brokers, (iii) common area improvements for the Premises, (iv) operating deficits for the Premises, (v) interest on the Loan, (vi) real estate taxes on the Premises, and (vii) the Bank's origination fee and legal and loan closing expenses. Such amount shall be disbursed from time to time at the request of the Mortgagor and the

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Beneficiary, provided that (i) at the time of such disbursement there shall not have occurred and be continuing any event of default under any of the Loan Documents (as defined in the Documents), and (ii) the Bank's title insurance policy shall be endorsed to cover the date and amount of such disbursement, with affirmative coverage over mechanics' liens and rights to liens, and subject to no new exceptions.

Section 3. Attachment to Note. An executed copy of this Agreement shall be attached by the Bank to the Note, and the Bank shall place an endorsement on the Note making reference to the fact that such attachment has been made.

Section 4. Documents to Remain in Effect; Confirmation of Obligations. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Mortgagor, the Beneficiary and the General Partners hereby confirm and reaffirm all of their obligations under the Documents, as modified and amended herein.

Section 5. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor, the Beneficiary and the General Partners hereby certify, represent and warrant to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 6. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 7. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

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## Section 10. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 11. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 13. Execution by Mortgagor. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Mortgagor, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LaSalle National Bank in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against LaSalle National Bank on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LA SALLE NATIONAL BANK, as Trustee  
as aforesaid and not personally

By [Signature]  
Title: ASSISTANT VICE PRESIDENT

(SEAL)

Attest: [Signature]  
Title: ASSISTANT SECRETARY

EDENS-CALDWELL REAL ESTATE INVESTMENT  
PARTNERSHIP, LTD., an Illinois limited  
partnership

By [Signature]  
John S. Lizzo General Partner

By [Signature]  
Alvin Goldstein, General Partner

[Signature]  
John S. Lizzo

[Signature]  
Alvin Goldstein

THE NORTHERN TRUST COMPANY

By [Signature]  
Title: Second Vice President

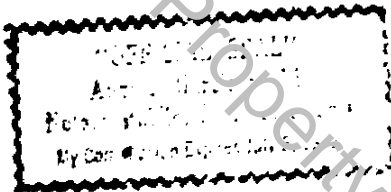
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 1989, by Corinne Bek and [Signature] respectively, of LaSalle National Bank, Trustee under a Trust Agreement dated February 18, 1980, and known as Trust No. 102457, on behalf of said Trustee.

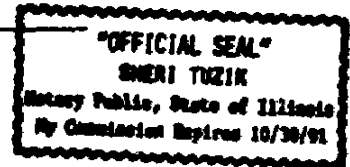


[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of August, 1989, by John S. Lizzo and Alvin Goldstein, General Partners of Edens-Caldwell Real Estate Investment Partnership, Ltd., an Illinois limited partnership, on behalf of said limited partnership.

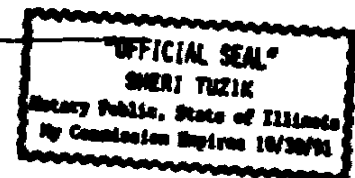
[Signature]  
Notary Public



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of August, 1989, by John S. Lizzo.

[Signature]  
Notary Public



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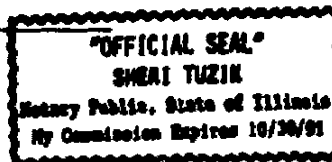
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                                  ) SS  
COUNTY OF COOK         )

21<sup>st</sup> day of August, 1989, by Alvin Goldstein.

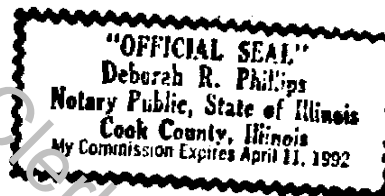
Shirley J. Juch  
Notary Public



STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK         )

8<sup>th</sup> day of August, 1989, by Laurence Hehl  
Second VP., of The Northern Trust  
Company, an Illinois banking corporation, on behalf of the  
corporation.

Deborah R. Phillips  
Notary Public



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EXHIBIT A 8 9 4 7 6 8

## LEGAL DESCRIPTION OF THE PREMISES

### PARCEL 1:

That part of the Southeasterly 1/2 of Lot 9 in Ogden and Jones' Subdivision of Bronson's Tract in Caldwell's Reserve in Townships 40 and 41 North, Range 13, East of the Third Principal Meridian; beginning at the intersection of the Northeasterly Line of Caldwell Avenue and the Northwesterly Line of the Southeasterly 1/2 of Lot 9; thence Northeasterly on said Northwesterly Line of the Southeasterly 1/2 of Lot 9, 45.86 feet to the South Line of Peterson Avenue; thence East along said South Line of Peterson Avenue, 110.0 feet; thence South at right angles to the South Line of Peterson Avenue 127.1 feet to the Northeasterly Line of Caldwell Avenue; thence Northwesterly on said Northeasterly Line of Caldwell Avenue, 161.48 feet to the point of beginning, in Cook County, Illinois.

### PARCEL 2:

All that part of original North Caldwell Avenue, being 66 feet in width as vacated by Ordinance recorded November 28, 1967 as Document Number 20334851, described as follows: That part of the Southwesterly 33 feet of the Southeasterly 1/2 of Lot 9 in Ogden and Jones' Subdivision of Bronson's Part of Caldwell's Reservation in Townships 40 and 41 North, Range 13, East of the Third Principal Meridian, together with that part of the Northeasterly 33 feet of Lot 4 in Assessor's Division of Lot 2 of said Caldwell's Reservation, all lying between the Northwesterly Line of the Southeasterly 1/2 of said Lot 9 extended Southwesterly, and a line 161.48 feet Southeasterly of and parallel to said Northwesterly Line of the Southeasterly 1/2 of said Lot 9 and the Extension thereof, in Cook County, Illinois.

### PARCEL 3:

That part of the Southeasterly 1/2 of Lot 9 and that part of Lot 3, lying West of the Center Line of Cicero Avenue and South of the South Line of Peterson Avenue (except the parcel beginning at a point of the Intersection of the Northwesterly Line of the Southeasterly 1/2 of Lot 9 and the South Line of Peterson Avenue; thence East, along the South Line of Peterson Avenue, 110.0 feet to a point; thence South, at right angles to the South Line of Peterson Avenue, to a point on the North Easterly Line of Caldwell Avenue; thence Southwesterly, at right angles to the Northeasterly Line of Caldwell Avenue, 33.0 feet to the Southwesterly Line of Lot 9; thence Northwesterly, along the Southwesterly Line of Lot 9 to a point on the Northwesterly Line of the Southeasterly 1/2 of Lot 9; thence Northeasterly, along the said line, to the Point of Beginning), of Ogden and Jones' Subdivision of Bronson's Tract in Caldwell's Reserve, in Townships 40 and 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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