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SECOND AMENDMENT TO NOTE AND MORTGAGE

89486816

THIS AMENDMENT is dated as of September 1, 1989, and is between STEVE FOLEY IMPORTS, INC., an Illinois corporation ("Mortgagor") and BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association ("Mortgagee").

W I T N E S S E T H:

\$19.00

THAT WHEREAS, Mortgagor has executed and delivered to Mortgagee a Note (the "Note") dated as of January 31, 1989, in the original principal amount of One Million Forty Thousand and No/100 (\$1,040,000.00) Dollars; and

WHEREAS, The Note is secured by a Leasehold Construction Mortgage dated as of January 31, 1989, and recorded with the Recorder of Deeds for Cook County, Illinois on April 27, 1989, as Document No. 89188136 in the principal amount of \$1,040,000.00 executed by Mortgagor in favor of Mortgagee, as amended by an Amendment to Note and Mortgage dated as of July 1, 1989, between Mortgagor and Mortgagee, which was recorded with the Recorder of Deeds for Cook County, Illinois on August 17, 1989, as Document No. 89383044 (the "Mortgage"), which encumbers the real estate legally described on attached Exhibit A; and

WHEREAS, the parties hereto desire to further amend the Note and Mortgage as hereinafter provided.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed as follows:

1. Section 1.2 appearing on Page 2 of the Note is hereby deleted in its entirety and the following is inserted in lieu thereof:

"1.2 Payment

FOR VALUE RECEIVED, Maker promises to pay on or before July 1, 1994, in lawful money of the United States of America to the order of Payee the principal amount of ONE MILLION FORTY THOUSAND AND NO/100 DOLLARS (\$1,040,000.00) ("Principal Sum"), together with interest on the principal balance of this Note remaining from time to time unpaid (the "Principal Balance") as follows:

Interest only on the Principal Balance of this Note shall be computed from, but not including, the date of initial funding under this Note at the Loan Rate (hereinafter defined) and shall be paid monthly in

RETURN TO AND PREPARED BY: THOMAS P. DUFFY

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arrears commencing on the first day of March, 1989, and thereafter on the first day of each succeeding month through and including October 1, 1989. Commencing November 1, 1989, and thereafter on the first day of each succeeding month through and including July 1, 1994, Maker shall pay to Payee fifty-seven (57) equal consecutive monthly installments of principal and interest (based on a twenty year amortization schedule) in the amount of \$10,734.78 each, with interest accruing on the Principal Balance at the Loan Rate. All of the Principal Balance hereunder and unpaid interest accrued thereon shall become due, if not sooner paid or due by acceleration or otherwise, on July 1, 1994 (the "Maturity Date"). Notwithstanding the foregoing, after maturity of this Note or upon the occurrence of an Event of Default (hereinafter defined), the interest rate on the Principal Balance of this Note shall be increased to the Default Rate (hereinafter defined) until this Note is fully paid or, at the sole option of Payee, until the Event of Default is cured to the satisfaction of Payee and the Loan is reinstated."

2. Section 1.3(c) appearing on Page 3 of the Note is hereby deleted in its entirety and the following is inserted in lieu thereof:

"(c) Loan Rate Defined. The "Loan Rate" as used herein shall mean the Prime Rate plus one percent (1%) per annum to and including September 30, 1989, and eleven percent (11%) per annum thereafter."

3. Section 2.1(a) appearing on Page 3 of the Note is hereby amended by adding the following phrase after the word "Payee" appearing in the fourth line thereof:

"as amended by an Amendment to Construction Loan Agreement dated as of July 1, 1989, between Maker, Guarantor and Payee, and as further amended by a Second Amendment to Construction Loan Agreement dated as of September 1, 1989, between Maker, Guarantor and Payee"

4. Section 2.1(b) appearing on Page 3 of the Note is hereby amended by adding the following phrase after the word "therein" appearing in the third line thereof:

"as amended by an Amendment to Note and Mortgage dated as of July 1, 1989, between Maker and Payee, and as further amended by a Second Amendment to Note and Mortgage dated as of September 1, 1989, between Maker and Payee"

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5. Section 1.1A appearing on Page 1 of the Mortgage is hereby amended by adding the following phrase after the word "Premises" appearing in the fourth line thereof:

"as amended by an Amendment to Construction Loan Agreement dated as of July 1, 1989, between Mortgagor, Guarantor and Mortgagee, and as further amended by a Second Amendment to Construction Loan Agreement dated as of September 1, 1989, between Mortgagor, Guarantor and Mortgagee".

6. Section 1.1M appearing on Page 3 of the Mortgage is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"M. Loan Rate" shall mean the Prime Rate plus one percent (1%) per annum to and including September 30, 1989, and eleven percent (11%) per annum thereafter."

7. Section 1.1Q appearing on Page 4 of the Mortgage is hereby amended by adding the following phrase between the figure "\$1,040,000.00," and the word "wherein" appearing in the third line thereof:

"as amended by an Amendment to Note and Mortgage dated as of July 1, 1989, between Mortgagor and Mortgagee, and as further amended by a Second Amendment to Note and Mortgage dated as of September 1, 1989, between Mortgagor and Mortgagee".

8. In all other respects, the terms and provisions of the Note and Mortgage shall remain in full force and effect.

9. Mortgagor represents that no Event of Default has occurred under either the Note or the Mortgage and Mortgagor hereby reaffirms all of its representations, covenants and agreements in the Note and Mortgage.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Note and Mortgage as of the date and year first above written.

MORTGAGOR:

STEVE FOLEY IMPORTS, INC., An
Illinois Corporation

By

Its: PRESIDENT

Attest:

Its: SECRETARY

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MORTGAGEE:

BOULEVARD BANK NATIONAL ASSOCIATION,
A National Banking Association

By

Its:

Attest:

Its:

Property of Cook County Clerk's Office

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STATE OF ILLINOIS

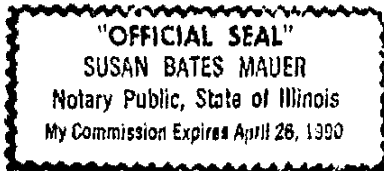
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that STEPHEN FOLEY JR. and JOHN E. SHEETS, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and SECRETARY of STEVE FOLEY IMPORTS, INC., an Illinois Corporation, appeared before me this day in person and acknowledged that 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 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 3RD day of OCTOBER, 1989.

Susan Bates Mauer
Notary Public

My Commission Expires:



89486816

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID S LARRASH and MICHAEL C GALLAGHER, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE PRESIDENT and ASST. VICE PRESIDENT of BOULEVARD BANK NATIONAL ASSOCIATION, 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 national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of OCTOBER, 1989.

Sharon Ballard
Notary Public

My Commission Expires:



Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTH 50 FEET OF LOT 83 LYING WEST OF THE SOUTHWESTERLY LINE OF SKOKIE BOULEVARD, AND THE SOUTH 50 FEET OF LOTS 84 TO 88, BOTH INCLUSIVE, AND ALL OF LOTS 93 TO 97, BOTH INCLUSIVE, AND THOSE PARTS OF LOTS 98 AND 99 LYING WESTERLY, OF THE SOUTHWESTERLY LINE OF SKOKIE BOULEVARD, AND VACATED CONNECTICUT AVENUE LYING ADJOINING TO AND SOUTH OF LOTS 93 TO 99, BOTH INCLUSIVE, ALL IN MANUS NORTH SHORE TERRACE, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

ALL THAT PART OF ATLANTIC AVENUE LYING NORTH OF THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING EAST OF THE EAST LINE OF LOT 99 AND SAID EAST LINE EXTENDED SOUTH, IN MANUS NORTH SHORE TERRACE SUBDIVISION, A SUBDIVISION IN THE NORTH WEST 1/4 OF AFORESAID SECTION 2 AND LYING SOUTH OF THE SOUTHWESTERLY LINE OF SKOKIE HIGHWAY, ALL IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF SKOKIE HIGHWAY, IN COOK COUNTY, ILLINOIS.

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200 Skokie Blvd
North Park, Ill

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