

D. Loan Repayment & Extension. Borrower has requested that Bank amend the loan to extend the maturity date to February 10, 1990; and Borrower has contemporaneously with the execution of this agreement executed and delivered to Bank a Second Amended and Restated Note of even date herewith.

C. First Amendment. The Mortgage and other loan documents were amended by a First Amendment to Dayton Mortgage Loan Agreement and Other Loan Documents ("First Amendment") dated February 10, 1989, which, among other things, extended the Maturity Date to August 10, 1989. The First Amendment was recorded on February 8, 1989 as Document No. 89061657, with the Cook County Recorder of Deeds.

Such loan documents, together with the Note and Loan Agreement, are collectively referred to herein as the "Loan Documents".

4. Collateral Assignment of Beneficial Interest in Dayton Land Trust.
3. Security Agreement;

2. Collateral Assignment of Leases and Rents, recorded April 6, 1988, as Document No. 88142506, in the Cook County Recorder's Office;

1. Mortgage and Security Agreement, with respect to the real estate commonly known as 1535 N. Dayton Street, Chicago, Illinois and more particularly described on Exhibit A attached hereto, recorded on April 6, 1988, as Document No. 88142507, in the Cook County Recorder's Office which Mortgage was re-recorded on May 25, 1988, as Document No. 8822259;

B. Loan Documents. Repayment of the Loan and Note was secured by the following loan documents, all dated as of February 10, 1988:

A. Dayton Loan Agreement. Deutsch and Trustee and Bank have entered into a Loan Agreement ("Loan Agreement") dated February 10, 1988, wherein Bank agreed to make available a \$1,000,000 term loan ("Loan"), which loan is evidenced by a Mortgage Note ("Note") in like amount and of even date therewith. The Loan Agreement and Note provided for an original maturity date of February 10, 1989.

RECITALS

THIS SECOND AMENDMENT TO DAYTON MORTGAGE, LOAN AGREEMENT AND OTHER LOAN DOCUMENTS ("Agreement"), dated as of August 10, 1989, is entered into by and among Owen Deutsch, an individual ("Deutsch"), and American National Bank and Trust Company of Chicago ("American National") as trustee under Trust Agreement dated May 1, 1987 and known as Land Trust No. 10239408 ("Trustee"; Trustee and Deutsch are collectively referred to herein as "Borrower") and Continental Bank N. A., a national banking association (the "Bank").

SECOND AMENDMENT TO DAYTON MORTGAGE, LOAN AGREEMENT AND OTHER LOAN DOCUMENTS

CONTINENTAL BANK N.A.
231 LASALLE STREET - 105/9
CHICAGO, ILLINOIS 60697

Deutsch
Dayton Loan

89514808

BOX 333 - GG

PREPARED BY AND RETURN
TO: THOMAS A. VAN RECKEN

80841568

71-43-883 D3 (Handwritten)

\$16.00

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AGREEMENT

In consideration of these mutual agreements, the parties agree as follows:

1. The Loan Documents are hereby amended as follows:
 - 1.1 The maturity date of the Loan shall be February 10, 1989.
 - 1.2 All references to the "Loan Agreement" shall mean the Loan Agreement as amended by this Agreement and as amended, modified, substituted and supplemented from time-to-time. The terms "Maturity Date" and "Termination Date" as used in the Loan Agreement shall mean February 10, 1990.
 - 1.3 All references to the "Note" shall mean the Amended and Restated Note, as amended, modified, substituted and supplemented from time-to-time; and all references to the "Loan" shall mean the loan as evidenced by the Amended and Restated Note and amended Loan Agreement.
 - 1.4 All references to the "Loan Documents" shall mean the Amended and Restated Note, and the Loan Agreement and the other Loan Documents as amended by this Agreement, all as amended, modified, substituted and supplemented from time-to-time.
2. Nothing contained in this Agreement shall in any way impair the Note, the Mortgage or any other Loan Document, or any other security now held by the Bank to secure repayment of the Loan, nor alter, waive, annul, vary or affect any provision, condition or covenant therein contained (except as herein expressly provided) nor affect nor impair any rights, powers or remedies under the Note, the Mortgage, any other Loan Document or other security now or hereafter held by Bank. The Borrower and the Bank intend that all of the terms and provisions of the Note, Mortgage and the other Loan Documents shall continue in full force and effect, except as expressly modified hereby.
3. This Agreement is executed by 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 trustee. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on American National Bank and Trust Company of Chicago personally to perform any covenant either expressed or implied herein contained. All such liability, if any, is expressly waived by every person now or hereafter claiming any right or security hereunder.
4. As a condition to Bank's executing this Agreement and extending the Loan, Borrower shall pay all costs and expenses involved in the negotiation, preparation and recordation of this Amendment and related documents, including title charges, recording fees and Bank's attorneys' fees.
5. Trustee represents and Deutsch represents and warrants that (i) no default or breach currently exists under the Note or the Loan Documents, and no condition exists which, with the giving of notice or the passage of time, would result in such a default or breach; and (ii) that all representations and warranties contained in the Note and the Loan Documents remain true and correct as of the date of this Agreement; and (iii) each of the foregoing recitals of this Agreement is true and correct.

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6. Deutsch agrees that this Agreement shall not limit, impair or otherwise adversely affect any of its agreements, undertakings or obligations under the Joinder to the Mortgage executed by him.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed at Chicago, Illinois as of the date first written above.

WITNESS

Marion Hunt

OWEN DEUTSCH

Owen Deutsch

ATTEST:

By: Delbert W. Jones
Its: DELBERT W. JONES
VICE PRESIDENT

CONTINENTAL BANK N. A.

By: Jane M. Chardie
Its: VICE PRESIDENT

ATTEST:

By: [Signature]
Its: [Signature]

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee

By: [Signature]
Title: Branch President

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STATE OF ILLINOIS))
) SS.
COUNTY OF COOK))

L. M. SZCZEPANSKI

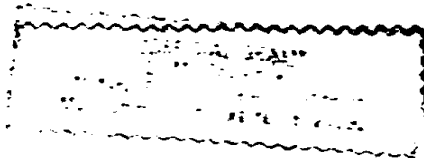
I, L. M. SZCZEPANSKI, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. DeStrom and John J. Fagan, personally known to me to be the same persons whose names are, respectively, as Robert W. DeStrom and John J. Fagan of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee under Trust Agreement dated May 1, 1987, and known as Trust No. 10239408 subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that they, being thereunto duly authorized, signed, sealed with the corporate seal of said association and delivered said instrument as the free and voluntary act of said association as Trustee aforesaid, and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of August, 1989.

L. M. Szczepanski

Notary Public

My Commission expires:



STATE OF ILLINOIS))
) SS.
COUNTY OF COOK))

I, Monte Miner, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Owen Deutsch, 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 said instrument as his own free and voluntary act.

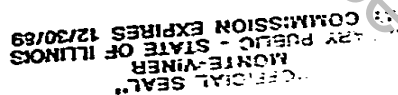
GIVEN under my hand and notarial seal this 21 day of August, 1989.

Monte Miner

Notary Public

My Commission Expires:

_____ 12/30/89



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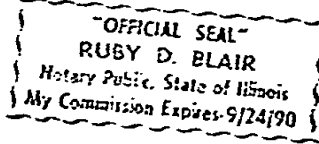
STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

This instrument was acknowledged before me on August 1, 1989 by Jane M. Okarski and Delbert W. Jones as the Vice President and Vice President respectively, of Continental Bank N. A.

Ruby D. Blair
Notary Public



Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 2, 3, 6, 7, 10, 11, 14, 15, 18, 19, 22, 23, 26, 27 AND 30
IN BLOCK 43 IN JOHN A. YALE'S 2ND RESUBDIVISION OF BLOCK 43 IN
ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PROPERTY ADDRESS: 1535 North Dayton
Chicago, Illinois

PERMANENT TAX NOS: 17-05-215-001-0000
17-05-215-002-0000
17-05-215-003-0000
17-05-215-004-0000
17-05-215-005-0000
17-05-215-006-0000
17-05-215-007-0000

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