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FIFTH MODIFICATION AGREEMENT

THIS FIFTH MODIFICATION AGREEMENT (this "Modification") made as of the 22nd day of December, 1988, by and among FIRST ILLINOIS BANK OF EVANSTON, N.A., a banking corporation duly organized and existing under and by virtue of the laws of the United States of America, not personally but solely as trustee under Trust Agreement dated May 24, 1984, and known as Trust No. R-3014, having an office at 800 Davis Street, Evanston, Illinois 60204 ("Trustee"), ARNOLD H. DWINN ("Dwinn"), LEONARD E. WINEBURGH ("Wineburgh"), SUSAN PEARSON, ANDREW WINEBURGH and RUTH SULLIVAN, the holders and owners of 100% of the beneficial interest in the aforesaid trust, individuals having an address in care of Dwinn-Shaffer and Company, 55 West Monroe Street, Suite 790, Chicago, Illinois 60605 (collectively, "Beneficiary") (Trustee and Beneficiary being hereinafter referred to individually and collectively as "Mortgagor"), and BENJAMIN FRANKLIN SAVINGS ASSOCIATION, a Texas savings and loan association having its principal place of business at 5444 Westheimer, Houston, Texas 77056 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the original principal amount of Four Million Six Hundred Seven Thousand Five Hundred Eighty-One and 14/100 Dollars (\$4,607,581.14) (the "Loan"), as evidenced by a certain Amended and Restated Secured Promissory Note dated as of October 1, 1986, in the principal amount of \$4,607,581.14, as modified by the Second Modification, by the Third Modification and by the Fourth Modification (as such terms are hereinafter defined) (as modified, the "Note"), said Note having an outstanding principal balance of \$1,175,644.02 as of the date hereof; and

WHEREAS, the Loan is secured by, among other documents, (a) a Mortgage and Security Agreement dated August 3, 1984, recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois, as Document # 27 204 063, as modified by a certain Modification Agreement dated as of October 1, 1986, recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois, as Document # 86619785 (the "First Modification"), as further modified by a certain Second Modification Agreement dated as of June 30, 1987, recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois, as Document # 87645937 (the "Second Modification"), as further modified by a certain Third Modification Agreement dated as of December 31, 1987, recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois, as Document # 88118886 (the "Third Modification"), and as further modified by a certain Fourth Modification Agreement dated as of June 30, 1988, recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois, as Document #88510530 (the "Fourth Modification") (as modified, the "Mortgage"), encumbering certain property located in Cook County, Illinois, and being more particularly described in Schedule A attached hereto, (b) an Assignment of Leases and Rents dated August 3, 1984, and recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois, as Document # 27 204 064, as modified by the First Modification, by the Second Modification, by the Third Modification and by the Fourth Modification (as modified, the "Assignment of Leases"), (c) an Assignment and Security Agreement dated August 3, 1984, as modified by the First Modification, by the Second Modification, by the Third Modification and by the Fourth Modification (as modified, the "Assignment"), (d) a Collateral Assignment of Agreements dated August 3, 1984, as modified by the First

THIS DOCUMENT WAS PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

Eric W. Johnson, Esq.
Hebb & Gitlin
A Professional Corporation
One State Street
Hartford, Connecticut 06103

PIN 02-34-300-033
2212 PALMER DRIVE
SCHLAUBURG, ILL.

BOX 333 - CC

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Modification, by the Second Modification, by the Third Modification and by the Fourth Modification (as modified, the "Collateral Assignment"), and (e) an Assignment of Mortgage and Security Agreement and Assignment of Leases and Rents dated December 19, 1986, recorded in the Office of the Recorder of Deeds in and for DuPage County, Illinois, as Document # R86-162105, and rerecorded in said Office as Document # R87-024357, as modified by the Second Modification, which Second Modification was also recorded in the Office of the Recorder of Deeds in and for DuPage County, Illinois, as Document # R87-171190, as further modified by the Third Modification, which Third Modification was also recorded in the Office of the Recorder of Deeds in and for DuPage County, Illinois, as Document # R88-026914, and as further modified by the Fourth Modification, which Fourth Modification was also recorded in the Office of the Recorder of Deeds in and for DuPage County, Illinois, as Document # R88-127142 (as modified, the "Assignment of Mortgage"), assigning Beneficiary's rights in and to certain instruments therein described, relating to certain real property located in DuPage County, Illinois, more particularly described in Schedule B attached hereto; and

WHEREAS, in order to assure payment of the Loan, Dwinn and Wineburgh each executed and delivered a Guaranty Agreement dated August 3, 1984, as modified by the First Modification, by the Second Modification, by the Third Modification and by the Fourth Modification (as modified, the "Guaranty Agreements"), pursuant to which such individuals personally guaranteed payment of a portion of the Loan (the Note, the Mortgage, the Assignment of Leases, the Assignment, the Collateral Assignment, the Guaranty Agreements, the Assignment of Mortgage and all other documents and instruments executed in connection therewith being hereinafter referred to collectively as the "Loan Documents"); and

WHEREAS, the parties hereto have agreed to modify the Loan Documents with respect to the maturity of the Loan, the interest rate thereon and the payment terms thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

1. The Note is hereby modified by amending and restating paragraph 1 to read as follows:

1. (a) The "Interest Rate" shall be (i) until December 31, 1988, a fixed rate of ten and seventy-seven one hundredths percent (10.77%) per annum, and (ii) from and after December 31, 1988, a fixed rate per annum equal to three percentage points (3%) over the Weekly Yield Percentage (as hereinafter defined), most recently published as of such date, for United States Treasury fixed interest obligations adjusted to a constant maturity of one (1) year.

(b) As used herein, the term "Weekly Yield Percentage" shall mean the yield per annum on United States Treasury securities at constant maturity reported weekly and constructed by the United States Treasury Department, based on actively traded marketable United States Treasury securities, as published by the Board of Governors of the Federal Reserve System in Federal Reserve Statistical Release (H.15), or otherwise by the Federal Reserve.

(c) The Interest Rate shall be automatically adjusted in accordance with the provisions of clause (ii) of subparagraph (a) above. If, when such an adjustment is to take effect, the Weekly Yield Percentage for United States Treasury fixed interest obligations adjusted to a constant maturity of one (1) year is no longer available for such purpose, then, unless Holder and Borrower shall agree upon a new interest rate within thirty (30) days after the date such adjustment was to

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have taken effect, the outstanding principal balance, all accrued interest (including interest for such 30-day period at the Interest Rate in effect prior to such period) and all other sums payable hereunder shall be immediately due and payable in full.

2. The Note is hereby further modified by extending the maturity date, as set forth in paragraph 5 of the Note, to December 31, 1989.

3. The Note is hereby further modified to provide that the option to defer interest pursuant to paragraph 4(a) of the Note may not be exercised until August 1, 1989.

4. Dwinn and Wineburgh, as guarantors of a portion of the Loan, hereby agree that, except as expressly provided in this Modification, none of the provisions of this Modification shall modify, impair or otherwise affect in any way their respective obligations under the Guaranty Agreements.

5. Each of the Loan Documents is hereby modified to the extent that all references therein to and descriptions therein of the Loan and the Note shall be deemed to refer to and describe the Loan and the Note, as modified in this Modification.

6. The parties hereto hereby acknowledge and agree that, except as provided in this Modification, none of the Loan Documents has been modified, amended, canceled, terminated, released, superseded or otherwise rendered of no force and effect.

7. Each of the Loan Documents, as hereinbefore modified, is hereby ratified and confirmed by the parties hereto, and every provision, covenant, condition, obligation, right and power contained in and under each of the Loan Documents, as hereinbefore modified, shall continue in full force and effect, affected by this Modification only to the extent of the amendments and modifications set forth above.

8. All provisions of this Modification shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and shall be effective as of the date hereof.

9. This Modification is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated May 24, 1984, creating Trust No. R-3014; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of Trustee, individually or for the purpose of binding it personally, but this Instrument is executed and delivered by First Illinois Bank of Evanston, N.A., as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against First Illinois Bank of

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Evanston, N.A., on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all Persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the 20th day of December, 1988.

Attest:

By [Signature]
Its COOK COUNTY TRUST SUPERVISOR

[CORPORATE SEAL]

TRUSTEE:

FIRST ILLINOIS BANK OF EVANSTON, N.A., not personally but solely as Trustee under Trust No. R-3014

By [Signature]
Its CLIENT REPRESENTATIVE

ADDRESS OF TRUSTEE:

800 Davis Street
Evanston, Illinois 60204

BENEFICIARY:

[Signature]
ARNOLD H. DWINN
individually and as guarantor

[Signature]
LEONARD E. WINEBURGH
individually and as guarantor

[Signature]
SUSAN PEARSON

[Signature]
ANDREW WINEBURGH

[Signature]
RUTH SULLIVAN

ADDRESS OF BENEFICIARY:

c/o Dwinn-Sheffer and Company
55 West Monroe Street
Suite 790
Chicago, Illinois 60605

BENJAMIN FRANKLIN SAVINGS ASSOCIATION

By [Signature]
Its

ADDRESS OF MORTGAGEE:

5444 Westheimer
Houston, Texas 77056

Attest:

By [Signature]
Its

[CORPORATE SEAL]

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COOK COUNTY, ILLINOIS

1988 JUN 1 PM 2:24

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STATE OF ILLINOIS

COUNTY OF COOK

ss.

I, Mary C. Inoué, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Eric Johnson (name), CLIENT REPRESENTATIVE (title), and Lawrence H. Penney (name), Consolidated Bank Supervisor (title), respectively, of First Illinois Bank of Evanston, N.A., a banking corporation duly organized and existing under and by virtue of the laws of the United States of America, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such CLIENT REPRESENTATIVE and Consolidated Bank Supervisor (title), appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said banking corporation for the uses and purposes therein set forth; and the said Consolidated Bank Supervisor (title) acknowledged that [s]he, as custodian of the corporate seal of said banking corporation did affix said corporate seal to said instrument as [his/her] own free and voluntary act and as the free and voluntary act of said banking corporation for said uses and purposes.

GIVEN under my hand and notarial seal this 22nd day of December, 1988.

Mary C. Inoué
Notary Public

My Commission Expires:

June 1, 1992 [SEAL]

STATE OF ILLINOIS

COUNTY OF Cook

ss.

I, Marilyn Hughes, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT Arnold H. Dwinn appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of December, 1988.

Marilyn Hughes
Notary Public

My Commission Expires:

_____ [SEAL]

OFFICIAL SEAL
MARILYN HUGHES
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 4, 1991

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STATE OF ILLINOIS)
COUNTY OF Cook) ss.

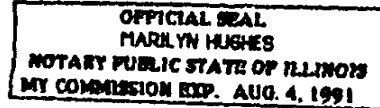
I, Marilyn Hughes, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT Leonard E. Wineburgh appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of December, 1988.

Marilyn Hughes
Notary Public

My Commission Expires:

[SEAL]



STATE OF ILLINOIS)
COUNTY OF Cook) ss.

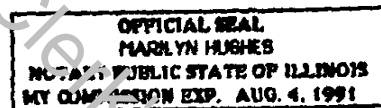
I, Marilyn Hughes, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT Susan Pearson appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of December, 1988.

Marilyn Hughes
Notary Public

My Commission Expires:

[SEAL]



STATE OF ILLINOIS)
COUNTY OF Cook) ss.

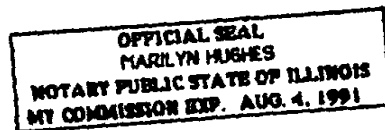
I, Marilyn Hughes, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT Andrew Wineburgh appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of December, 1988.

Marilyn Hughes
Notary Public

My Commission Expires:

[SEAL]



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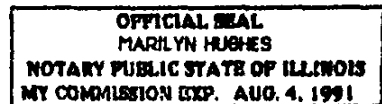
STATE OF ILLINOIS)
COUNTY OF Cook) ss.

I, Marilyn Hughes, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT Ruth Sullivan appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of December, 1988.

Marilyn Hughes
Notary Public

My Commission Expires:



[SEAL]

STATE OF TEXAS)
COUNTY OF HARRIS) ss. Houston

I, Marilyn Noto, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Joseph P. King and Robert P. Gisher, respectively, Senior Vice President and Secretary of Benjamin Franklin Savings Association, a Texas savings and loan association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said savings and loan association for the uses and purposes therein set forth; and the said Secretary (title) acknowledged that he, as custodian of the corporate seal of said savings and loan association did affix said corporate seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said savings and loan association for said uses and purposes.

GIVEN under my hand and notarial seal this 30th day of December, 1988.

Marilyn Noto
Notary Public

My Commission Expires:

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SCHEDULE A

Parcel 5 (2212 Palmer Drive, Schaumburg, Illinois)

That part of Lot 9 in Tollway Industrial Park, being a subdivision of part of the east 1/2 of Section 33 and part of the west 1/2 of Section 34, Township 42 north, Range 10 east of the third principal meridian, in Cook County, Illinois, described as follows:

Beginning at the easternmost corner of said Lot 9, being the intersection of the southerly line of Palmer Drive with the westerly line of Hammond Drive; thence south westward along the said westerly line of Hammond Drive, south 21 degrees 40 minutes 34 seconds west, a distance of 320 feet to the southernmost corner of said Lot 9; thence north westward along the southerly line of said Lot 9, north 74 degrees 35 minutes 38 seconds west, a distance of 310.00 feet; thence north 15 degrees 31 minutes 09 seconds east, a distance of 375.91 feet to a point on a curved line being the southerly line of Palmer Drive; thence south easterly along the said curved line convex to the south west of 740.48 feet in radius for an arc length of 172.01 feet to a point of tangency; thence south easterly along the southerly line of Palmer Drive, being tangent to the last described curve, south 68 degrees 19 minutes 26 seconds east, a distance of 177.99 feet to the point of beginning, in Cook County, Illinois.

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SCHEDULE B

Lot 29 in Klefstad's Wood Dale Industrial Park Unit One, being a subdivision in Sections 3 and 10, Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded March 22, 1973, as Document R73-15596, in DuPage County, Illinois.

Property of Cook County Clerk's Office

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