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MODIFICATION AGREEMENT

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THIS MODIFICATION AGREEMENT dated as of May 8, 1989, by and among LASALLE NATIONAL BANK, a national banking association, as Trustee under a Trust Agreement dated April 4, 1989, and known as Trust No. 114283 (the "Mortgagor"), THE EDGE VENTURE, an Illinois partnership (the "Beneficiary"), FCLS PULASKI PARTNERSHIP, an Illinois partnership, and DAVIDOLA VENTURE, an Illinois partnership (the "Partners"), and ROBERT L. STOVALL, NORMAN O. STAVA, STEVEN L. SCHLADER, MICHAEL M. MULLEN and DAVID R. KAHNWEILER (the "Individual Guarantors"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank");

W I T N E S S E T H:

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

- (i) Commitment Letter dated May 1, 1989 (the "Commitment"), from the Bank to the Mortgagor and the Beneficiary;
- (ii) Mortgage Note dated May 1, 1989 (the "Note"), from the Mortgagor to the Bank;
- (iii) Mortgage and Security Agreement dated as of May 1, 1989, from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 4, 1989, as Document No. 89199979;

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BOX 888-EG

Permanent Tax Index Numbers:

- 12-27-300-030-0000
- 12-27-300-032-0000
- 12-27-300-033-0000
- 12-27-300-034-0000
- 12-27-300-035-0000
- 12-27-300-036-0000
- 12-27-300-044-0000

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

Alvin L. Kruse
Elizabeth B. Strand
Seyfarth, Shaw, Fairweather
& Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

Address of Premises:

2553 North Edgington Avenue
Franklin Park, Illinois

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(iv) Assignment of Rents and Leases from the Mortgagor and the Beneficiary to the Bank dated as of May 1, 1989, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 4, 1989, as Document No. 89199980;

(v) Security Agreement dated as of May 1, 1989, from the Beneficiary to the Bank;

(vi) Security Agreement (Motorola Contract) dated as of May 1, 1989, from the Beneficiary to the Bank;

(vii) Irrevocable Right to Approve dated as of May 1, 1989, from the Beneficiary to the Bank; and

(viii) Guaranty of Payment and Performance dated as of May 1, 1989, from the Beneficiary, the Partners and the Individual Guarantors to the Bank; and

WHEREAS, the Documents as amended encumber the real estate described in Exhibit A attached hereto; 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. Correction of Commitment. The amount "\$3,500,000" in subparagraph 3.(b) of the Commitment is hereby corrected to read "\$3,850,000".

Section 3. Issuance of Letter of Credit. The Bank shall issue a letter of credit (the "Letter of Credit") in the amount of \$290,250 to Aid Association for Lutherans as beneficiary. The Letter of Credit shall have an expiration date of August 15, 1989. The Letter of Credit shall be issued pursuant to the Bank's standard form of Application and Agreement for Irrevocable Letter of Credit, which shall be executed by the Venture (the "Application"). The Application shall for all purposes be considered to be one of the "Loan Documents", as that term is used in the Documents, and one of the "documents evidencing and securing the loan" as that phrase and comparable phrases are used in the Documents, and all of the Documents are hereby modified and amended accordingly. Until such time as the Letter of Credit has been returned to the Bank and all amounts drawn on the Letter of Credit have been repaid to the Bank as required by the Application, the amount otherwise available for disbursement pursuant to the Commitment shall be reduced by \$290,250.

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Section 4. 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 5. 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. Each of the Mortgagor, the Beneficiary, the Partners and the Individual Guarantors hereby confirm and reaffirm all of his or its obligations under the Documents, as modified and amended herein.

Section 6. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor, the Beneficiary, the Partners and the Individual Guarantors 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 made and made to speak as of the date of this Agreement.

Section 7. 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 8. 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 9. 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 10. 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.

Section 11. 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.

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(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 12. 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 13. 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 14. 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.

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: VICE PRESIDENT

(SEAL)

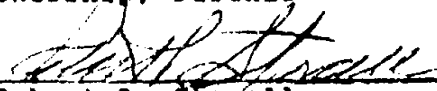
Attest:

[Signature]
Title: ASSISTANT SECRETARY


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THE EDGE VENTURE, an Illinois partnership

By FCLS Pulaski Partnership, an Illinois partnership, Partner

By 
Robert L. Stovall,
Duly Authorized Partner


By Davidola Venture, an Illinois partnership, Partner

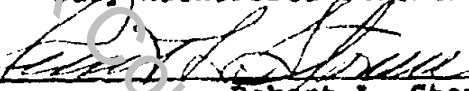
By 
David R. Kahnweiler,
Duly Authorized Partner

FCLS PULASKI PARTNERSHIP, an Illinois partnership


By 
Robert L. Stovall,
Duly Authorized Partner

DAVIDOLA VENTURE, an Illinois partnership


David R. Kahnweiler,
Duly Authorized Partner


Robert L. Stovall


Norman O. Stava


Steven G. Schlader


Michael M. Pullen


David R. Kahnweiler

Property of Court Reporting Office

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THE NORTHERN TRUST COMPANY

By

Title:

John E. Che
VICE PRESIDENT

Property of Cook County Clerk's Office

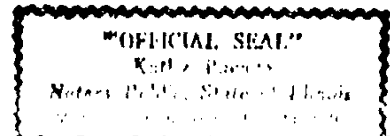
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

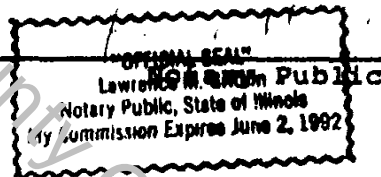
The foregoing instrument was acknowledged before me this 12th day of May, 1989, by JOSEPH W. LANG and ANNE ELLIOTT LANG respectively, of LaSalle National Bank, Trustee under a Trust Agreement dated April 4, 1989, and known as Trust No. 114283, on behalf of said Trustee.

Kathy Pacana
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

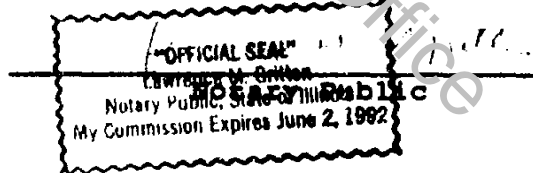


The foregoing instrument was acknowledged before me this 11th day of May, 1989, by Robert L. Stovall, duly authorized partner of FCLS Pulaski Partnership, an Illinois partnership, a partner of The Edge Venture, an Illinois partnership, on behalf of said partnerships.



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

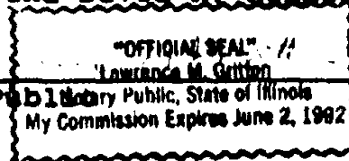
The foregoing instrument was acknowledged before me this 15th day of May, 1989, by David R. Kahnweiler, duly authorized partner of Davidola Venture, an Illinois partnership, a partner of The Edge Venture, an Illinois partnership, on behalf of said partnerships.



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 1st day of May, 1989, by Robert L. Stovall, Norman O. Stava, Steven L. Schlader, Michael M. Mullen and David R. Kahnweiler.

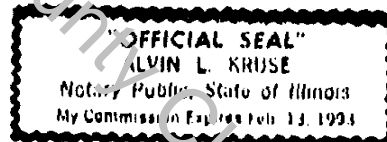


Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 11th day of May, 1989, by John E. Chene Vice President of The Northern Trust Company, an Illinois banking corporation, on behalf of the corporation.

Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 660.40 FEET EAST OF THE WEST LINE AND 444.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE SOUTH ALONG A LINE 660.40 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 394.00 FEET TO A POINT WHICH IS 50.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, TO A POINT 154.17 FEET WEST OF THE EAST LINE THEREOF; THENCE NORTHEASTERLY 270.35 FEET TO A POINT ON THE WEST LINE OF THE EAST 50.00 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, SAID POINT BEING 300 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 TO THE SOUTH LINE OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 27, A DISTANCE OF 50.00 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE NORTH ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 TO THE SOUTH LINE OF GRAND AVENUE; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID GRAND AVENUE TO ITS INTERSECTION WITH A LINE 605.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE SOUTH ALONG A LINE 625.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 TO A POINT 360.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE WEST ALONG A LINE 360.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 TO A POINT 54.00 FEET EAST OF THE WEST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE SOUTH ALONG A LINE 54 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 TO A POINT IN A LINE 445.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG A LINE 445.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 605.90 FEET; THENCE SOUTH ALONG A LINE 659.90 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1.00 FEET TO A POINT 444.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG A LINE 444.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 0.50 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT 327.48 FEET SOUTH OF THE NORTH LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27, AND 625.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE NORTH 00 DEGREES, 00 MINUTES, 20 SECONDS WEST ALONG A LINE 625.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1583.46 FEET TO A POINT ON THE SOUTH LINE OF GRAND AVENUE; THENCE SOUTH 82 DEGREES, 24 MINUTES, 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID GRAND AVENUE, A DISTANCE OF 630.53 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE SOUTH 00 DEGREES, 00 MINUTES, 20 SECONDS EAST ALONG THE WEST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1175.03 FEET TO THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE NORTH 89 DEGREES, 47 MINUTES, 00 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 A DISTANCE OF 118.12 FEET; THENCE NORTH 00 DEGREES, 02 MINUTES, 50 SECONDS EAST A DISTANCE OF 69.25 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 24 SECONDS WEST A DISTANCE OF 233.08 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 59 SECONDS WEST A DISTANCE OF 3.82 FEET; THENCE SOUTH 89 DEGREES, 50 MINUTES, 36 SECONDS WEST A DISTANCE OF 40.82 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 59 SECONDS WEST A DISTANCE OF 352.11 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 34 SECONDS WEST A DISTANCE OF 55.05 FEET; THENCE SOUTH 00 DEGREES, 15 MINUTES, 32 SECONDS EAST A DISTANCE OF 41.82 FEET; THENCE NORTH 89 DEGREES, 10 MINUTES, 30 SECONDS WEST A DISTANCE OF 177.96 FEET TO THE POINT OF BEGINNING ALSO EXCEPTING THEREFROM THAT PART OF THE LAND FALLING WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE SOUTH WEST 1/4 OF SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 360.00 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 AND 449 FEET EAST OF THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89 DEGREES, 47 MINUTES, 00 SECONDS ALONG THE SOUTH LINE OF THE NORTH 360.00 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 A DISTANCE OF 244.11 FEET TO A POINT IN THE WEST LINE OF THE EAST 625.00 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE SOUTH 00 DEGREES, 07 MINUTES, 26 SECONDS WEST A DISTANCE OF 416.44 FEET; THENCE NORTH 40 DEGREES, 19 MINUTES, 40 SECONDS WEST A DISTANCE OF 103.32 FEET; THENCE NORTH 33 DEGREES, 10 MINUTES, 30 SECONDS WEST A DISTANCE OF 31.72 FEET; THENCE NORTH 36 DEGREES, 45 MINUTES, 05 SECONDS WEST A DISTANCE OF 126.25 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 274.94 FEET, TANGENT TO THE LAST DESCRIBED LINE A DISTANCE OF 175.52 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES, 10 MINUTES, 30 SECONDS WEST PARALLEL WITH THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27 A DISTANCE OF 8.68 FEET TO THE POINT OF BEGINNING.

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