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COOK COUNTY, ILLINOIS
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LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into as of September 17, 1990, by and between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois Corporation ("BANK"), CHICAGO TITLE AND TRUST COMPANY ("TRUSTEE"), MID TOWN BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 9/5/89 A/K/A TRUST NO. 1727 ("BORROWER") AND 825 W. EVERGREEN BUILDING PARTNERSHIP, an Illinois general partnership, HOWARD WEINER, J. MICHAEL DREW and DANIEL DREW ("GUARANTOR(S)").

WHEREAS:

\$18.00

1. The BORROWER has heretofore executed a Principal Note dated October 2, 1989 in the principal amount of Three Million Seven Hundred Eighty-One Thousand and 00/100 (\$3,781,000.00) Dollars ("NOTE"), of which the BANK is presently the holder;
2. The NOTE is secured by a Trust Deed dated October 2, 1989 and recorded in the Recorders Office of Cook County, Illinois as document number 89525819 ("TRUST DEED"), conveying to TRUSTEE certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE");
3. The NOTE is further secured by an Assignment of Rents of even date therewith and recorded in the Recorders Office of Cook County, Illinois as document number 89525819 ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;
4. The NOTE is further secured by a Collateral Assignment of the Beneficial Interest in that certain Land Trust which is known as Mid Town Bank and Trust Company of Chicago a/t/u Trust Agreement dated 9/5/89 a/k/a Trust No. 1727 ("ASSIGNMENT OF BENEFICIAL INTEREST") which land trust holds title to the described REAL ESTATE;
5. The Note is further secured by a Personal Guaranty (GUARANTY) dated of even date therewith and executed by the GUARANTOR(S) guaranteeing repayment of the indebtedness evidenced by said NOTE;
6. The BANK has disbursed to BORROWER the sum of One Million Seven Hundred Twenty-Eight Thousand Fifteen and 28/100 (\$1,728,015.28) Dollars which amount represents partial disbursement of the principal sum of the indebtedness evidenced by the NOTE;
7. The interest rate evidenced on said NOTE is one and one-half (1.5) percentage points over the prime interest rate in effect from time to time at Mid Town Bank and Trust Company of Chicago -- the prime interest rate is subject to change;
8. The parties hereto desire to modify the NOTE, TRUST DEED, ASSIGNMENT OF RENTS and any and all other documents securing the loan, hereinafter referred to collectively as the "LOAN DOCUMENTS", for the purpose of amending the terms of construction funding by securing the NOTE with additional real estate described in Exhibit "B" attached hereto and by this reference incorporated herein ("REAL ESTATE #2");
9. The BANK has agreed to such modification pursuant to the terms and conditions of a commitment of the BANK dated September 14, 1990 ("COMMITMENT"), the terms of which are incorporated herein by this reference.

NOW THEREFORE, notwithstanding anything contained in the NOTE, TRUST DEED, ASSIGNMENT OF RENTS AND GUARANTY, and in consideration of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLOWS:

- A. The NOTE is further secured by a Mortgage dated September 17, 1990 and recorded in the Recorders Office of Cook County, Illinois as document number 90461708 ("MORTGAGE") conveying to BANK the REAL ESTATE #2 described in Exhibit "B" attached hereto and by this reference incorporated herein.
- B. The maturity date of the loan is hereby amended to November 26, 1991.

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727-7700 Smith

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- C. Except as modified herein, the terms, covenants and conditions of the TRUST DEED, ASSIGNMENT OF RENTS AND GUARANTY shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this agreement and the terms of the NOTE and/or TRUST DEED, ASSIGNMENT OF RENTS AND GUARANTY, the terms herein shall control.
- D. The lien of the TRUST DEED and ASSIGNMENT OF RENTS are hereby modified as security for the payment of the principal sum evidenced by the NOTE and amended by this MODIFICATION AGREEMENT.
- E. This agreement shall be governed by and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and the year first written above.

MID TOWN BANK AND TRUST COMPANY OF CHICAGO ("BANK")

By: Mary C. Sweeney
Mary C. Sweeney, Vice President

Attest: Carmen Rosario
Carmen Rosario, Assistant Secretary

BORROWER:

MID TOWN BANK AND TRUST COMPANY OF CHICAGO,
not personally but as Trustee aforesaid:

By: Deborah Stephanites
Deborah Stephanites, Trust Officer

Attest: Carmen Rosario
Carmen Rosario, Assistant Secretary

GUARANTOR(S):

825 WEST EVERGREEN BUILDING PARTNERSHIP, an Illinois
general partnership

By: Howard Weiner
Howard Weiner, General Partner

By: J. Michael Drew
J. Michael Drew, General Partner

By: Daniel Drew
Daniel Drew, General Partner

Howard Weiner

J. Michael Drew

Daniel Drew

CHICAGO TITLE AND TRUST COMPANY OF CHICAGO ("TRUSTEE")

By: David Knapp
ASST. VICE PRESIDENT

Attest: Nickora Paul
ASST. SECRETARY

90461710

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 Mary C. Sweeney, Vice President of Mid Town Bank and Trust Company of Chicago, an Illinois corporation, and Carmen Rosario, Assistant Secretary of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her 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 September 17th, 1989.

Lila Phillips
Notary Public

My commission expires:



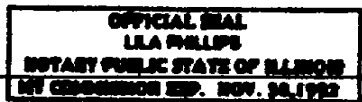
STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Deborah Stephanites, Trust Officer of Mid Town Bank and Trust Company of Chicago, an Illinois corporation, and Carmen Rosario, Assistant Secretary of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her 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 September 17, 1989.

Lila Phillips
Notary Public

My commission expires:



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JANE JACKSON
SHERIFF A.S.J.
SHERIFF TO STATE JUDGE FRANK
SPELMAN FOR THE SUPERIOR COURT
STATE OF ILLINOIS

JANE JACKSON
SHERIFF A.S.J.
SHERIFF TO STATE JUDGE FRANK
SPELMAN FOR THE SUPERIOR COURT

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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 Howard Weiner, J. Michael Drew and Daniel Drew, as General Partners of 825 West Evergreen Building Partnership, an Illinois general partnership, and individually, are known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this September 17, 1990.

Lila Phillips
Notary Public

My commission expires:
LILA PHILLIPS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPI. NOV. 30, 1991

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 Mark Paulina ASST. VICE PRESIDENT of Chicago Title and Trust Company, an Illinois corporation, and Debra Mulla ASST. SECRETARY

of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE PRESIDENT ASST. SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Debra did also then and there acknowledge that he, as custodian of the corporate seal of said corporation did affix said corporate seal to said instrument as his 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 17th day of September, 1989.

Jean M. Boler
Notary Public

My commission expires:

"OFFICIAL SEAL"
Jean M. Boler
Notary Public, State of Illinois
My Commission Expires 11/10/91

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STATE OF ILLINOIS

DEPARTMENT OF REVENUE

INVESTIGATION OF THE STATE DEPARTMENT OF REVENUE HAS REVEALED THAT THE ABOVE NAMED PARTY HAS BEEN CONVICTED OF A FELONY CRIME UNDER THE PENAL LAWS OF THE STATE OF ILLINOIS.

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
INVESTIGATION OF THE STATE DEPARTMENT OF REVENUE HAS REVEALED THAT THE ABOVE NAMED PARTY HAS BEEN CONVICTED OF A FELONY CRIME UNDER THE PENAL LAWS OF THE STATE OF ILLINOIS.

STATE OF ILLINOIS

DEPARTMENT OF REVENUE

INVESTIGATION OF THE STATE DEPARTMENT OF REVENUE HAS REVEALED THAT THE ABOVE NAMED PARTY HAS BEEN CONVICTED OF A FELONY CRIME UNDER THE PENAL LAWS OF THE STATE OF ILLINOIS.

STATE OF ILLINOIS

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EXHIBIT "A"

LEGAL DESCRIPTION FOR REAL ESTATE #1

LOTS 19 TO 30 IN JOHN A. YALES SUBDIVISION OF BLOCK 72 IN ELSTON'S ADDITION
TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 825 WEST EVERGREEN, CHICAGO, ILLINOIS

TAX I.D. NO: 17-05-225-020-0000

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EXHIBIT "B"

LEGAL DESCRIPTION FOR REAL ESTATE #2

LOTS 30, 31, 32, 33 AND 34 (EXCEPT THE WEST 25 FEET OF EACH OF SAID LOTS)
IN SUBDIVISION OF BLOCK 6 OF BUENA PARK AND THE WEST 205 FEET OF LOTS 18
AND 21 IN IGLEHART'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF
SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4102-24 NORTH KENMORE, CHICAGO, ILLINOIS

TAX ID. NO: 14-17-401-029-0000, 14-17-401-030-0000,
14-17-401-031-0000 & 14-17-401-032-0000

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Page 1 of 1

DEPARTMENT OF REVENUE

LOT 10, SUBDIVISION 10, SECTION 17, TOWNSHIP 37 NORTH, RANGE 12 WEST, COOK COUNTY, ILLINOIS
IN SUBDIVISION 10, SECTION 17, TOWNSHIP 37 NORTH, RANGE 12 WEST, COOK COUNTY, ILLINOIS
AND IN TOWNSHIP 37 NORTH, RANGE 12 WEST, COOK COUNTY, ILLINOIS
SECTION 17, TOWNSHIP 37 NORTH, RANGE 12 WEST, COOK COUNTY, ILLINOIS
MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS [REDACTED]

TAX ID NO: [REDACTED]

[REDACTED]

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PRINCIPAL NOTE

\$3,781,000.00

Chicago, Illinois
October 2, 1989

On Demand for value received, MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois banking corporation duly organized and existing under and by virtue of the laws of the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated September 5, 1989, and known as Trust Number 1727, hereby promises, out of that portion of the Trust Estate subject to said Trust Agreement specifically described in the Trust Deed given to secure the payment hereof, to pay to bearer, in the manner hereinafter and in said Trust Deed provided, the principal sum of Three Million Seven Hundred Eighty-One Thousand and 00/100 (\$3,781,000.00) Dollars, with interest thereon until maturity hereof at the rate of

One and one-half (1.5) percentage points over the Prime Interest Rate in effect from time to time at Mid Town Bank and Trust Company of Chicago - the prime interest rate is subject to change,

and with interest after maturity until paid at the rate of Thirty (30) percent per annum.

Notwithstanding anything contained to the contrary herein, interest shall be due on the first day of November, 1989, and on the first day of each and every month thereafter until all of said principal and interest is repaid in full.

In the event that any payment provided for hereunder shall become overdue for a period in excess of 15 days, a "late charge" of a minimum of \$15.00 or 5% of the payment, to a maximum of \$250.00 per occurrence, shall become immediately due to the holder of the note as damages for failure to make prompt payment. Such charge shall be payable, in any event, not later than the due date of the next subsequent installment of principal and/or interest. The charge for late payment and the number of days prior to imposing of the "late charge" may change from time to time and holder hereof shall inform debtor in writing prior to its effectiveness.

Said payments are to be made at such banking house or trust company in the City of Chicago as the legal holders of this principal note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of MID TOWN BANK AND TRUST COMPANY OF CHICAGO.

The payment of this note is secured by a trust deed bearing even date herewith to CHICAGO TITLE AND TRUST COMPANY, Trustee, conveying certain real estate in the County of Cook, Illinois. It is agreed that in case default shall occur and continue for three days in the payment of any installment of principal or interest on this note, or in case at any time hereafter the right to foreclose the said trust deed shall accrue to the legal holders hereof under any of the provisions of said trust deed, then, at the election of the legal holders hereof the principal sum hereof, together with accrued interest thereon, shall at once become due and payable.

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All parties hereto severally waive presentment, notice of dishonor, protest and notice of protest.

This note is executed by MID TOWN 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 such Trustee, and is payable only out of the property specifically described in said Trust Deed securing the payment hereof, by the enforcement of the provisions contained in said Trust Deed. No personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Trust Deed given to secure the payment hereof, or in the properties or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to request the rents, issues and profits arising from the property described in said Trust Deed or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any installment of principal and interest, the sole remedy of the holders hereof shall be by foreclosure of said Trust Deed given to secure the indebtedness evidenced by this principal note, in accordance with the terms and provision in said Trust Deed set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

MID TOWN BANK AND TRUST COMPANY OF CHICAGO,
as Trustee as aforesaid and not personally.

By: Deborah M. Stephanites
Deborah M. Stephanites, Trust Officer

Attest: Carmen Rosario
Carmen Rosario, Asst. Secretary

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This is to certify that this is the principal note described in the within mentioned Trust Deed.

Identification No. 761029

CHICAGO TITLE & TRUST COMPANY, TRUSTEE
John M. Cole
ASST. SECRETARY

BOX 333-GG
Mail to
Mid Town Bank &
Chicago
2021 N. Clark St.
Chicago

NOV 0 1990
ON Subordination WE CONSENTED
TO Subordination
INVOLVING THE PROPERTY
DESCRIBED IN THE TRUST DEED
SECURING THIS NOTE.

CHICAGO TITLE & TRUST COMPANY
BY Laverne Howard

ON SEPTEMBER 17, 1990 WE CONSENTED
TO A LOAN MODIFICATION AGREEMENT
INVOLVING THE PROPERTY DESCRIBED
IN THE TRUST DEED SECURING THIS NOTE.

CHICAGO TITLE AND TRUST COMPANY
BY LAVERNE HOWARD
This endorsement appears on
the original note.
Carmen Rosario
Mid Town Bank