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LOAN MODIFICATION AGREEMENT

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THIS AGREEMENT, is made and entered into as of September 17, 1990, by and between MID TOWN DEVELOPMENT CORPORATION, an Illinois Corporation ("LENDER"), 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:

1. The BORROWER has heretofore executed a Principal Note dated October 2, 1989 in the principal amount of Nine Hundred Forty-Six Thousand and 00/100 (\$946,000.00) Dollars ("NOTE"), of which the LENDER 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 89525816 ("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 89525817 ("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 LENDER has disbursed to BORROWER the sum of Nine Hundred Forty-Six Thousand and 00/100 (\$946,000.00) 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 ("Regular Interest") plus forty (40) percent per annum ("Contingent Interest");
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 deferring the prepayment required during the period beginning 12 months from date of disbursement through 15 months from date of disbursement and securing the NOTE with additional real estate described in Exhibit "B" attached hereto and by this reference incorporated herein ("REAL ESTATE #2");
9. The LENDER has agreed to such modification pursuant to the terms and conditions of a commitment of the LENDER 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 90 461 709 ("MORTGAGE") conveying to LENDER the REAL ESTATE #2 described in Exhibit "B" attached hereto and by this reference incorporated herein.

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- B. LENDER hereby agrees to defer payment of the prepayment required in the NOTE and TRUST DEED and acknowledges that nonpayment of said prepayment will not trigger a default under this loan, and consents to nonpayment of the Regular Interest until the loan made by Mid Town Bank and Trust Company of Chicago is in balance, so long as provisions 1 and 2 in the COMMITMENT are met.
- C. The maturity date of the loan is hereby amended to November 26, 1991.
- D. 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.
- E. 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.
- F. 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 DEVELOPMENT CORPORATION ("LENDER")

By: Mary Roche
Mary Roche, President

Attest: Benita Terry
Benita Terry, 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
Howard Weiner

J. Michael Drew
J. Michael Drew

Daniel Drew
Daniel Drew

COOK COUNTY, ILLINOIS
FILE FOR RECORDS

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STATE OF ILLINOIS
CLERK OF THE SUPREME COURT
JANUARY 19 1968

STATE OF ILLINOIS
CLERK OF THE SUPREME COURT
JANUARY 19 1968

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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

Prepared by & after recording return to:
Mid Town Bank & Trust Company
2021 North Clark street
Chicago, Il. 60614
Attn.: Carmen Rosario

90465222

