

SECOND MODIFICATION AGREEMENT

This Second Modification of Promissory Note, Junior Mortgage and Security Agreement, Loan Agreement and Junior Assignment of Rents and Leases (hereinafter referred to as the "Second Modification Agreement") made this 19th day of November, 1990 by and between DENNIS R. FIELDS and CHARLES A. GREENBERG (collectively "Borrower") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Lender").

WITNESSETH THAT:

WHEREAS, Borrower has executed and delivered to Lender that certain Promissory Note dated December 30, 1987 in the original amount of Seven Hundred Fifty Thousand Dollars (\$750,000) (the "Promissory Note"), which Promissory Note is secured by a Junior Mortgage and Security Agreement of even date therewith, recorded December 30, 1987 in the Recorder's Office of Cook County, Illinois as Document Number 87681658 and further secured by a Junior Assignment of Rents and Leases of even date therewith, recorded December 30, 1987 in the Recorder's Office of Cook County, Illinois as Document 87681659 relating to property legally described in EXHIBIT "A" hereto;

WHEREAS, the Promissory Note evidences a revolving loan or line of credit which is subject to that certain Loan Agreement dated December 30, 1987 executed by and between Borrower and Lender;

WHEREAS, pursuant to the terms of that certain Modification Agreement (the "Modification Agreement") dated September 19, 1988 executed by Borrower and Lender and recorded with the Cook County Recorder of Deeds as Document Number 88451047 the aforementioned Promissory Note, Junior Mortgage and Security Agreement, Junior Assignment of Rents and Leases and Loan Agreement were modified in accordance with the terms of the Modification Agreement (all of said documents as modified by the Modification Agreement are hereafter referred to as the "Note", "Mortgage", "Assignment of Rents" and "Loan Agreement"); and

WHEREAS, pursuant to agreement between the Borrower and Lender on September 30, 1989 Borrower executed and delivered to Lender a certain Note (the "Renewal Note") in the original principal amount of One Million and No/100 Dollars (\$1,000,000.00) a copy of which is attached hereto as Exhibit "B" which renewed and extended to September 30, 1990 the loan obligations of Borrower to Lender which are due under the Loan Agreement and Note and which continue to be secured by the Mortgage and Assignment of Rents; and

WHEREAS, the parties hereto are desirous of further amending the terms of the Note, Mortgage, Loan Agreement and Assignment of Rents; and

WHEREAS, Borrower and Lender have agreed to enter into this Second Modification Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt of which is hereby acknowledged, IT IS AGREED:

THIS INSTRUMENT PREPARED BY AND SHALL BE RETURNED TO:

John T. Duax
Schwartz & Freeman
401 North Michigan Avenue
Suite 3400
Chicago, Illinois 60611

STREET ADDRESS:

11 West Division
Chicago, Illinois

PERMANENT INDEX NUMBER:

17-04-407-010-0000

71-22-785
Div 1

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90614848

Box 333

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1. The Renewal Note is hereby modified as follows, the final payment of the then outstanding principal balance of the Renewal Note together with accrued interest shall be made to Lender on March 31, 1991 instead of September 30, 1990 as presently provided for in the Renewal Note.

2. The Loan Agreement is hereby modified as follows:

(a) Lines five through seven of Paragraph 1 are hereby modified to read:

"Borrower may request, but in no event after March 31, 1991 the principal sum of One Million Dollars (\$1,000,000.00) to be used by Borrowers as stated afore--"

(b) Line 4 of Paragraph 6 is hereby modified to read:

"March 31, 1991"

(c) Line 5 of Paragraph 13 is hereby modified to read:

"(ii) March 31, 1991"

3. All references to the Note in the Mortgage, Loan Agreement and Assignment of Rents shall be deemed to be references to the Renewal Note as modified pursuant to Paragraph 1 hereof.

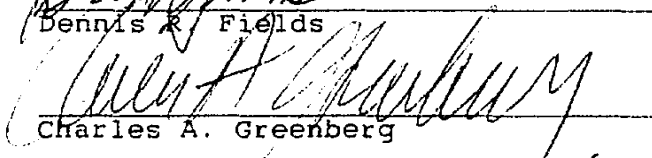
4. The Mortgage is hereby modified to provide that the Renewal Note as modified by Paragraph 1, hereof shall be deemed to be Exhibit "A" to the Mortgage and the terms of the Renewal Note as modified pursuant to Paragraph 1 hereof are hereby incorporated by reference into the Mortgage.

5. Borrower, by the execution of the present Second Modification Agreement, hereby agrees that Borrowers' failure to deliver to Lender by January 15, 1991 satisfactory written evidence of the consent of the Federal Home Loan Mortgage Corporation, holder of the Senior Loan as defined in the Mortgage, to the extension of the due date of the Renewal Note as modified by Paragraph 1 to March 31, 1991 shall be considered an Event of Default under the terms of the Renewal Note, Mortgage and Loan Agreement.

6. Except for the modifications stated herein, the Renewal Note, the Mortgage, the Loan Agreement, and the Assignment of Rents are not otherwise changed, modified or amended.

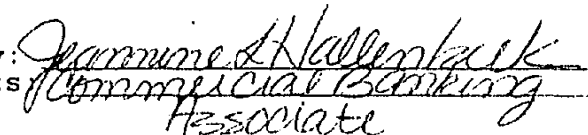
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.


Dennis R. Fields


Charles A. Greenberg

Accepted and agreed to:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

By: 
Its Commercial Banking
Associate

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Patricia J. Novak, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DENNIS R. FIELDS and CHARLES A. GREENBERG, who are personally 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 19th day of November, 1990.

Patricia J. Novak
Notary Public



My Commission Expires:

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, TERRY E GRAPE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JEANNINE L. HELLENBACK of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14 day of DECEMBER, 1990.

Terry E Grape
Notary Public



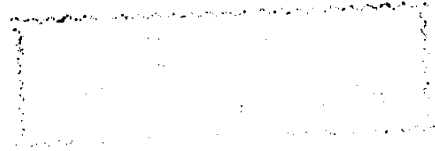
My Commission Expires:

10/13/91

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY:

LOT 4 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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11/11/2011

UNOFFICIAL COPYPROMISSORY NOTE

\$1,000,000

Chicago, Illinois

September 30, 1989

FOR VALUE RECEIVED, the undersigned, DENNIS R. FIELDS and CHARLES A. GREENBERG (collectively "Borrowers"), promise to pay to the order of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("LENDER"), at the office of LENDER at 33 North LaSalle Street, Chicago, Illinois 60690, the principal sum of ONE MILLION (\$1,000,000) DOLLARS, or, if less, the aggregate principal amount of all loans made by LENDER to BORROWERS from time to time pursuant to that certain Loan Agreement dated as of December 30, 1987 as modified by Modification Agreement dated September 19, 1988, between BORROWERS and the LENDER (the "Agreement"). Advances under this Note may be made by the LENDER upon oral or written request of any person whose authority to so act has not been revoked in writing received by the LENDER at its offices at 33 North LaSalle Street Chicago, Illinois. Any such advance shall be conclusively presumed to have been made by the LENDER to or for the benefit of BORROWERS. BORROWERS do hereby irrevocably confirm, ratify and approve all such advances by the LENDER and do hereby indemnify the LENDER against losses and expenses (including attorney's fees) and shall hold the LENDER harmless with respect thereto. The terms of said Agreement are hereby incorporated herein by reference as if fully set forth in the present Note.

BORROWERS agree to pay interest on the principal hereof remaining from time to time unpaid from date hereof at a rate per annum equal to one percentage point (1%) over LENDER'S announced prime lending rate as announced by LENDER from time to time and in effect during the term of this Note. It is expressly agreed that the terms "Announced Prime Lending Rate" or "Prime Rate" are not intended nor do they imply that said rate of interest is a preferred rate of interest or one which is offered to the most creditworthy customers of LENDER. Payment of interest only at the rate aforesaid shall be made monthly commencing on 1st day of November, 1989, and continuing on the first day of each consecutive month thereafter, with a final payment of all interest and principal due hereunder on September 30, 1990. Interest hereunder shall be computed on the basis of actual days elapsed and upon a three hundred sixty (360) day year. This Note may be prepaid in whole or in part without penalty. Any payment received hereunder shall first be applied to interest due and the remainder to principal. All payments to become due hereunder shall be made by wire transfer, cashier's or certified check.

In the event timely payment is not received by LENDER of any amount payable hereunder, or if any statement, representation or warranty in any application for the loan evidenced hereby, or in any supporting document, is untrue in any material respect as of the date made or if an event of default occurs as described in the Agreement heretofore mentioned, all of the foregoing being hereafter referred to as an "Event of Default," (1) this Note may, at the option of LENDER be declared, and thereupon immediately shall become due and payable, (2) BORROWERS agree to pay all expenses of LENDER of collection of this Note, including reasonable attorneys' fees and legal expenses, (3) LENDER may, appropriate and apply toward the payment of all amounts due hereunder, and in such order of application as LENDER may from time to time elect, any balances, credits, deposits, accounts or monies of BORROWERS in the possession of LENDER and BORROWERS hereby pledge and grant a security interest to LENDER in all of the foregoing in order to secure all principal and interest due under this Note.

"EXHIBIT B"

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The BORROWERS hereby give presentment, demand, notice of dishonor, protest, and all other notices whatsoever and agree that LENDER may from time to time extend or renew this Note for any period (whether or not longer than the original period of the Note) and grant any releases, compromises or indulgences with respect to this Note or any extension or renewal thereof or any security therefore or to any party liable thereunder or hereunder; all without notice to or consent of BORROWERS and without affecting the liability of BORROWERS hereunder. Any notice to BORROWERS may be given addressed to the BORROWERS either at the address shown below, or at any other address of BORROWERS appearing on the records of LENDER.

The LENDER may, without demand or notice of any kind, following an Event of Default as defined herein, appropriate and apply toward the payment of such amount, and in such order of application as the LENDER may from time to time elect, any property, balances, credits, deposits, accounts or monies of the BORROWERS in the possession or control of the LENDER for any purpose, and BORROWERS irrevocably authorize any attorney of any court of record to appear for BORROWERS at any time after payment is due, whether by acceleration or otherwise, and confess a judgment either jointly or severally without process in favor of the LENDER against BORROWERS for such amount as may be unpaid hereunder, together with costs of such proceedings and reasonable attorneys' fees, and waives and releases all error which may intervene in any such proceeding and consents to immediate execution upon said judgment, hereby ratifying and confirming all said attorney may do by virtue hereof.

No delay on the part of LENDER in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by LENDER of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. If more than one party shall execute this Note, and the term "BORROWERS" shall mean all parties signing this Note and each of them, and all such parties shall be jointly and severally obligated hereunder. If this Note is not dated when executed by BORROWERS, LENDER is authorized, without notice to the BORROWERS to date this Note. The BORROWERS hereby warrant to LENDER that the proceeds of the Loan evidenced by this Note will be used solely by BORROWERS for business and commercial purposes and none of the proceeds of same will be used by BORROWERS for personal, family or household purposes.

If any amount due under the provisions of this Note, or any portion thereof, is not paid on the due date thereof, then if payment of this Note is accelerated by LENDER, the then outstanding indebtedness shall continue to bear interest at the Default Rate, until all accrued, unpaid interest, and the then outstanding indebtedness is paid or otherwise satisfied in full. As used herein, the "Default Rate" means an interest rate equal to three percentage points (3%) over LENDER's Announced Prime Lending Rate.

If upon or at any time or times after an Event of Default, LENDER employs counsel for advice with respect thereto or to this Note, or to intervene, file a petition, answer, motion or other pleading in any suit or proceeding (bankruptcy or otherwise) relating to this Note or to attempt to collect this Note or other monies from, or to enforce this Note, against BORROWERS or any other party, then, in any such event, all of the costs and expenses of legal advice, collection or enforcement of the Note including reasonable attorneys' and paralegals' fees and expenses arising from such services, and all expenses, costs and charges relating thereto, shall be an additional liability owing hereunder by BORROWERS to LENDER, payable on demand and bearing interest from the date such payment is due or the date of such demand, whichever is earlier, until payment thereof to LENDER, at the Default Rate until paid in full.

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Address: 11 Lakewood Drive
Bannockburn, Illinois

CHARLES A. GREENBERG

Charles A. Greenberg

Address: 1170 Westmore
Winnetka, Illinois

DENNIS W. FIELDS

Dennis W. Fields

Mortgage, including but not limited to, the right to accelerate the full amount due hereunder in the event of a sale as defined in the Mortgage of the property without the written consent of LENDER and any related loan agreement between the maker and LENDER are hereby made a part of this Note as if fully set forth herein.
IN WITNESS WHEREOF BORROWERS have executed and delivered the Note as of the day and year first above written.