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MODIFICATION AGREEMENT

This Agreement is entered into as of this _____ day of _____, 1990 by and between HDA Motors, Inc., an Illinois corporation (hereinafter the "Mortgagor") and Edgewood Bank, an Illinois banking corporation (hereinafter the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor executed a mortgage (the "Mortgage") covering a certain parcel of real estate in Cook County, Illinois (which parcel is legally described in Exhibit A hereto and is hereinafter referred to as the "premises") on December 27, 1985 and recorded on January 6, 1986 as Document No. 86-003795, to secure indebtedness represented by a promissory note dated December 27, 1985 in the amount of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) (the "Note"); and

WHEREAS, to further secure the Note, Mortgagor executed a Collateral Assignment of Lease and Rents covering the premises on December 27, 1985 and recorded on January 6, 1986 as Document No. 86-003796 (the "Assignment"); and

WHEREAS, Mortgagor desires to modify the terms of the Mortgage and Assignment to permit a transfer to J&H Partnership of the real property of, but not the improvements on, the

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premises, and to permit a ground lease of the Property by J&H Partnership to Mortgagor (the "Ground Lease"); and

WHEREAS, Mortgagee is willing to consent to such modification based on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, it is hereby agreed as follows:

1. Section 36 of the Mortgage is hereby amended as follows:

Mortgagee shall not suffer or permit any of the following to occur:

(a) The transfer of title to all or any portion of the premises, whether by operation of law, voluntarily, or otherwise, with the exception of a transfer to J&H Partnership of the real property of, but not the improvements on, the premises and the subsequent granting of a Ground Lease by J&H Partnership to Mortgagee.

(b) The assignment of the beneficial interest in the trust constituting the Mortgagor, whether by operation of law, voluntarily or otherwise;

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c. The encumbering of title to the premises by the lien of any mortgage, trust deed, or other instrument in the nature of the mortgage or trust deed, the collateral assignment, pledge, or hypothecation of the beneficial interest in the trust constituting Mortgagor hereunder, or the assignment, pledge, or hypothecation of the avails, rents, issues, or profits of the premises, as, in any case, security for any loan or obligation other than the loan secured hereby, with the exception of the granting by Mortgagor of a trust deed in favor of J&H Partnership to secure an installment note in the amount of \$201,293.00, which encumbrance shall be subject and subordinate to the lien hereof.

d. The transfer, pledge or hypothecation, whether by operation of law, voluntarily, or otherwise, of more than fifty percent (50%) of the voting stock of any corporate Affiliated Person or of any subsequent corporate mortgagor (other than a land trust mortgagor) who succeeds to title to the premises pursuant to this paragraph.

3. J&H Partnership, as lessor under the Ground Lease, will execute, concurrently with the execution of this instrument, a Collateral Assignment of Lease and Rents setting over unto Mortgagee its interest in the Ground Lease, including all

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amendments, extensions, and renewals of the Ground Lease, and all rents and other incomes that may become due or owing under the Ground Lease.

4. J&H Partnership will execute, concurrently with the execution of this instrument, a Subordination Agreement subordinating to Mortgagee its right to payment by Mortgagor of payments under the Ground Lease and under the installment note and subrogating to Mortgagee its right to all of Mortgagor's collateral.

5. Mortgagor will execute, concurrently with the execution of this instrument, a Collateral Assignment of Tenant's Rights in Lease, setting over unto Mortgagee all of Mortgagor's interest in the Ground Lease.

6. This Agreement is supplementary to the Note, the Mortgage, and the Collateral Assignment of Lease and Rents. All of the terms and provisions thereof, including the right to declare principal and accrued interest due for any cause specified in the Mortgage or Note, shall remain in full force and effect as if the same were contained herein, except as herein expressly modified. Mortgagor agrees to perform all of the covenants in the Mortgage. The provisions of this Agreement shall inure to the benefit of any holder of said note and shall bind the heirs, personal representatives, and assigns of the

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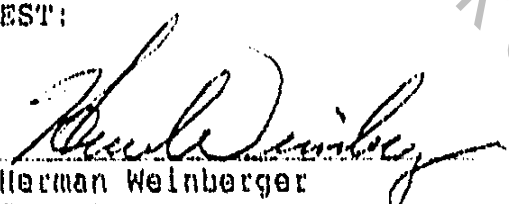
Mortgagor. Mortgagor, to the extent permitted by law, hereby waives and releases all rights and benefits and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to real estate.

7. All representations and warranties contained in the Mortgage were true on the date of the Mortgage and are true as of the date hereof.

IN WITNESS WHEREOF, HDA Motors, Inc. has caused these presents to be signed on the day and year first written above.

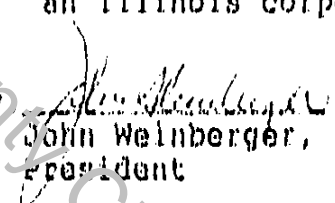
ATTEST:

By:


Herman Weinberger
Secretary

HDA MOTORS, INC.
an Illinois corporation

By:


John Weinberger,
President

EDGEWOOD BANK

BY:


Its: _____

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EXHIBIT A Legal Description of Property

The North 10 acres (except the East 1.46 feet thereof) of the West 27 acres North of the road (except the North 40 feet thereof taken for street purposes) except the South 173.37 feet of the West 778.00 feet (except the West 33.00 feet thereof) of Lot 10 in School Trustee's subdivision of the South East 1/4 of Section 16, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Excluding the improvements thereon.

PIN: 18-16-408-008

Common address of property: ⁵⁹¹⁷ 5750 S. LaGrange Road
Countryside, Illinois

This instrument prepared by:

Susan E. Thrower
Schwartz, Cooper, Kolb & Gaynor Chartered
20 S. Clark Street
Suite 1100
Chicago, Illinois 60603

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. COOK COUNTY RECORDER

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