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NOTE AND MORTGAGE : DEPT-01 RECORDING \$19.29
MODIFICATION AGREEMENT T#4444 TRAN 3195 09/10/91 14:21:00
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: COOK COUNTY RECORDER

AGREEMENT made as of the 1st day of June, 1991, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1985 AND KNOWN AS TRUST NUMBER 65260, a corporation duly organized and existing as a national banking association under the laws of the United States of America, having an office at 33 North LaSalle Street, Chicago, Illinois ("Borrower") and BANK LEUMI TRUST COMPANY OF NEW YORK, a New York banking corporation, having an office at 579 Fifth Avenue, New York, New York ("Bank").

W I T N E S S E T H :

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WHEREAS:

(A) The Borrower is indebted to the Bank pursuant to that certain \$1,400,000 Mortgage Note, dated December 22, 1987, made by the Borrower to the Bank ("Note").

(B) The Note is secured by that certain \$1,400,000 mortgage, dated December 22, 1987 made by the Borrower to the Bank recorded on December 23, 1987 in the real estate records of Cook County, Illinois as Document Number 87673232 ("Mortgage") encumbering premises bounded and described on Exhibit A annexed hereto ("Premises").

(C) The Borrower has requested that the Bank modify the terms of payment of the Note and the Bank has agreed to do so subject to and in accordance with the terms and provisions of this Agreement.

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NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto hereby agree as follows:

1. The time for payment of the principal sum evidenced by the Note and secured by the Mortgage is hereby modified such that the maturity thereof shall be April 23, 1993. Accordingly, on April 23, 1993, the entire principal balance of the Note, and accrued interest thereon, shall be due and payable.

2. From and after the date hereof, the Note, as modified hereby, shall bear interest at a rate per annum of one (1%) percent above the rate of interest designated by the Bank, and in effect from time to time, as its Reference Rate ("Reference Rate"), adjusted when the Reference Rate changes, but in no event at any time in excess of the maximum rate of interest permitted to be charged to the Borrower under applicable law. Such interest shall be computed on the basis of a 360-day year for the actual number of days elapsed and shall be payable on the first day of July, 1991 and on the first day of each and every month thereafter until the entire principal balance of the Note, as modified hereby, and accrued interest thereon, is paid in full. The Borrower acknowledges that the Reference Rate may not necessarily represent the lowest rate of interest charged by the Bank to customers. As of the date hereof, the Reference Rate is eight and one-half (8½%) percent per annum.

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3. From and after the maturity of the Note, as modified hereby, whether by acceleration or otherwise, the Note shall bear interest at a rate equal to the lesser of (a) twenty-four (24%) percent per annum, or (b) the maximum rate of interest allowed by applicable law to be charged to the Borrower.

4. In addition to the aforesaid monthly payments of interest, the Borrower shall make principal amortization payments of (a) \$200,000.00 on the date of the Borrower's execution of this Agreement, and (b) \$7,500.00 on the first day of July, 1991 and on the first day of each and every month thereafter until April 23, 1993 when the outstanding principal balance of the Note, as modified hereby, and accrued interest thereon, shall be repaid in full.

5. The Borrower acknowledges that the principal sum of \$1,400,000.00 is currently outstanding under the Note and Mortgage, as modified hereby, together with accrued interest thereon, and that there are no offsets or defenses to the Note or the Mortgage, as modified hereby.

6. Except as expressly modified in this Agreement, the terms, covenants and conditions of the Note and the Mortgage shall remain in full force and effect in accordance with their respective terms.

7. This Agreement may not be modified or terminated orally and shall be binding upon and inure to the benefit of the successors and assigns of the Borrower and the Bank.

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8. This Agreement is executed by American National 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 said American National Bank and Trust Company of Chicago hereby warrants that it possesses full power and authority to execute this Agreement), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said American National Bank and Trust Company of Chicago personally to pay the Note, as modified hereby, or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as the said American National Bank and Trust Company of Chicago personally is concerned, the legal holder or holders of the Note, as modified hereby, and the owner or owners of any indebtedness accruing thereunder shall look solely to the Premises for the payment thereof by the enforcement of the lien created by the Mortgage, as modified hereby, in the manner therein and in the Note, as modified hereby, provided or by action to enforce the personal liability of any guarantor of the indebtedness evidenced by Note, as modified hereby, or by exercising its rights under the Assignment (as defined in the Mortgage).

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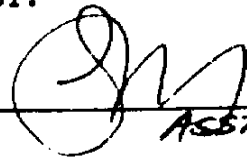
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IN WITNESS WHEREOF, the Borrower and the Bank have duly executed this Agreement as of the day and year first above written.

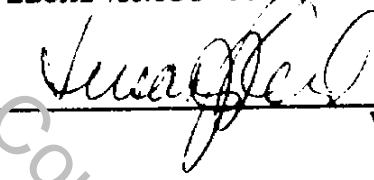
AMERICAN NATIONAL BANK AND TRUST COMPANY

By:  Vice President


ATTEST:

By:  ASST SGTY

BANK LEUMI TRUST COMPANY OF NEW YORK

By:  Vice President

ATTEST:

By:  AT

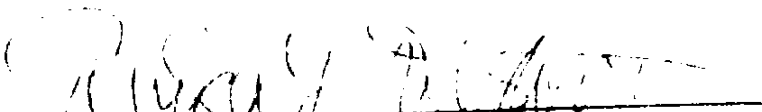
Property of Cook County Clerk's Office

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Illinois
STATE OF NEW YORK)
) SS.:
COUNTY OF COOK)

On this 1ST day of JULY, 1991, before me personally came Gregory S. Kasprzyk, to me, known, who being by me duly sworn, did depose and say that he resides at [redacted], that he is the

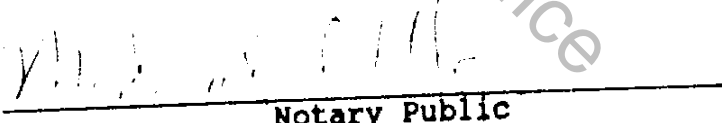
Assistant Secretary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national association described in and which executed the foregoing instrument and that he signed his name thereto by order of the board of directors of said national association.


Notary Public

"OFFICIAL SEAL"
SANDRA L. TESTOVIC
Notary Public, State of Illinois
My Commission Expires 01/16/95

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On this 19th day of July, 1991, before me personally came Susan J. Kerdel, to me, known, who being by me duly sworn, did depose and say that he resides at 114 Pennsylvania Ave Manhattan NY, that he is the Vice President of BANK LEUMI TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.


Notary Public

MICHAEL E. MAZIN
Notary Public, State of New York
No. 31-7781237
Qualified in New York County
Commission Expires 11/1/92

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EXHIBIT "A"

ATTACHED TO AND MADE A PART OF POLICY NO. CN19097JL:

THE LAND REFERED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

A TRACT OF LAND IN THE NORTH EAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTH EAST QUARTER OF SECTION 36, WITH WEST LINE OF SOUTH CAMPBELL AVENUE AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED) PRODUCED NORTH, THENCE WEST ALONG NORTH LINE OF SAID WEST 35TH STREET, 1126.76 FEET FOR A PLACE OF BEGINNING, THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO NORTH LINE OF SAID WEST 35TH STREET, 250 FEET THENCE IN A NORTH EASTERLY DIRECTED FORMING AN ANGLE OF 56 DEGREES 06 MINUTES 50 SECONDS DEFLECTING TO THE RIGHT WITH LAST DESCRIBED LINE 54.15 FEET THENCE NORTH ALONG A LINE FORMING AN ANGLE OF 56 DEGREES 06 MINUTES, 50 SECONDS DEFLECTING TO THE LEFT, WITH LAST DESCRIBED LINE 106 FEET; THENCE WEST ALONG A LINE AT RIGHT ANGLES TO LAST DESCRIBED LINE, 23 FEET THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO LAST DESCRIBED LINE, 94 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 56 MINUTES 10 SECONDS WITH LAST DESCRIBED LINE MEASURED FROM SOUTH TO WEST 127.97 FEET; THENCE NORTH AT RIGHT ANGLES TO LAST DESCRIBED LINE 368.50 FEET TO SOUTHERLY LINE OF SOUTHERLY CANAL RESERVE OF ILLINOIS AND MICHIGAN CANAL THENCE SOUTH WESTERLY ALONG SOUTHERLY LINE OF SOUTHERLY CANAL RESERVE OF ILLINOIS AND MICHIGAN CANAL TO ITS INTERSECTION WITH EAST LINE OF SOUTH CALIFORNIA AVENUE, BEING 33 FEET EAST OF WEST LINE OF SAID NORTH EAST QUARTER OF SECTION 36; THENCE EAST ALONG A LINE PARALLEL TO SOUTH LINE OF SAID NORTH EAST QUARTER; 170 FEET THENCE SOUTH ALONG A LINE PARALLEL TO WEST LINE OF SAID NORTH EAST QUARTER 625.32 FEET TO NORTH LINE OF WEST 35TH STREET AFORESAID BEING 33 FEET NORTH OF SOUTH LINE OF SAID NORTH EAST QUARTER OF SECTION 36 THENCE EAST ALONG NORTH LINE OF WEST 35TH STREET 504.86 FEET TO PLACE OF BEGINNING PART OF WHICH IS NOW KNOWN AS LOTS 1 AND 3 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL EASEMENT FOR INGRESS AND EGRESS FOR ROADWAY PURPOSES FOR THE BENEFIT OF PARCEL 1, CREATED BY GRANT OF EASEMENT FROM CORNER REALTY COMPANY, INC., A CORPORATION OF ILLINOIS TO MIDWEST INDUSTRIAL PROPERTIES COMPANY, A LIMITED PARTNERSHIP OF NEW YORK BY THE INSTRUMENT DATED DECEMBER 10, 1957 AND RECORDED MARCH 13, 1958 AS DOCUMENT 17154966 OVER A PARCEL OF LAND SHOWN AS "EASEMENT 1" ON THE FLAT ATTACHED TO THE AFORESAID INSTRUMENT AND MADE A PART THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE SOUTHERLY CANAL RESERVE OF ILLINOIS AND MICHIGAN CANAL AND THE EAST LINE OF SOUTH CALIFORNIA AVENUE (BEING A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTH EAST QUARTER OF SAID SECTION 36); THENCE SOUTH ALONG THE EAST LINE OF SOUTH CALIFORNIA AVENUE, A DISTANCE OF 26.93 FEET; THENCE NORTH EASTERLY ALONG A LINE 25 FEET SOUTH EASTERLY OF (MEASURED AT ANGLES TO) AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SOUTHERLY CANAL RESERVE TO ITS INTERSECTION WITH A LINE 625.32 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 35TH STREET (BEING A LINE 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH EAST QUARTER OF SAID SECTION 36); THENCE WEST ALONG SAID LAST MENTIONED PARALLEL LINE TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 16-36-200-039, 16-36-200-034, and 16-36-200-032
Common Address: 2750 West 35th Street, Chicago, Illinois

*Michael J. ...
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