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FIRST AMENDMENT TO
NOTE, MORTGAGE, ASSIGNMENT OF LEASES AND RENTS
AND OTHER LOAN DOCUMENTS

This First Amendment to Note, Mortgage, Assignment of Leases and Rents and Other Loan Documents (the "First Amendment") is made as of September 1, 1991, among LaSalle National Bank (formerly Exchange National Bank of Chicago) ("Lender"), LaSalle National Trust, N.A. as Trustee under a Trust Agreement dated January 2, 1962 and known as Trust No. 28644 ("Trustee") and Peerless Weighing and Vending Machine Corporation, a Delaware corporation ("Borrower").

R E C I T A L S

Lender has made a loan to Borrower (the "Loan") evidenced and secured by the following documents:

- (i) Note dated September 12, 1990 in the original principal amount of \$4,500,000 (the "Note");
- (ii) Mortgage and Security Agreement executed by Borrower and Trustee of even date with the Note recorded in the Office of Recorder of Deeds of Cook County, Illinois ("Recorder's Office"), on September 12, 1990 as Document No. 90-444069 (the "Mortgage") which encumbers the real estate and leasehold interest legally described on Exhibit A attached hereto (the "Property");
- (iii) An Assignment of Leases and Rents of even date with the Note, recorded in the Recorder's Office on September 12, 1990 as Document No. 90-444070 encumbering the Property;
- (iv) Collateral Assignment of Beneficial Interest ("Collateral ABI") pursuant to which Borrower assigned to Lender its interest in and Borrower's rights under the Trust Agreement creating Trustee; and
- (v) Continuing Unconditional Guaranty executed by Donald C. Rockola.

For purposes of this First Amendment, the Note, Mortgage, Assignment, Collateral ABI, and other documents and instruments evidencing and securing or otherwise executed in connection with the Loan are hereinafter referred to as the "Loan Documents."

The original maturity date of the Loan was September 1, 1991. Pursuant to the Note, Borrower has the option to extend the maturity date of the Loan to September 1, 1992 ("Extended Maturity Date"). Borrower desires to exercise such option.

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Now, Therefore, in consideration of the above recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Maturity Date of the Loan is hereby extended to September 1, 1992, and the Note and the other Loan Documents are hereby amended so that any and all references in the Note and the other Loan Documents to the Maturity Date of the Note or the Loan shall now refer to the Extended Maturity Date.

2. The outstanding balance of the Loan if not sooner paid shall be due and payable in full on the Extended Maturity Date unless accelerated or prepaid in accordance with the Loan Documents.

3. Borrower hereby certifies and confirms to Lender that all of the representations and warranties set forth in the Loan Documents remain true and correct in all material respects as of the date hereof.

4. Borrower hereby certifies and confirms to Lender that no event has occurred or condition currently exists that constitutes a default or breach under any of the Loan Documents or that would constitute such a default, but for the passage of time or the giving of notice, or both.

5. All references to the Note contained in any of the Loan Documents shall be deemed to refer to the Note as amended by this First Amendment and to all extensions, renewals, amendments and other modifications thereof. All references to any of the other Loan Documents shall be deemed to refer to the Loan Documents as amended by this First Amendment and to all subsequent amendments and modifications thereof.

6. Borrower hereby ratifies and reaffirms the Note and the other Loan Documents as hereby amended and the obligations, liabilities, liens, encumbrances and security interests created thereby. Borrower acknowledges that neither Borrower nor any person or entity claiming by, through or under Borrower has any defense or claim for set-off against the enforcement by Lender of the Note or any of the Loan Documents.

7. Except as modified herein, the Loan Documents remain in full force and effect in accordance with their respective terms and provisions.

8. This First Amendment and the Loan Documents as hereby amended are and shall continue to be binding upon Borrower, its respective successors, assigns and inure to the benefit of Lender and its successors and assigns.

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9. In consideration of the extension of the term of the Note, Borrower has paid Lender the amount of \$22,500.00 as an extension fee. Borrower shall also pay all Lender's costs and expenses in connection with this Amendment including any attorneys' fees and costs.

10. All capitalized terms used herein shall have the same meaning ascribed to them in the Mortgage unless otherwise defined herein.

11. This Amendment is executed by Trustee, not personally, but as Trustee as aforesaid, and all terms, provisions and conditions to be formed by said Trustee are undertaken solely as Trustee and not individually and no personal liability shall be enforceable against the Trustee by reason thereof; provided however that nothing herein shall modify or discharge the personal liability and responsibility of Borrower or Guarantors.

In Witness Whereof, this First Amendment was executed as of the day and year first above written.

Borrower:

PEERLESS WEIGHING AND VENDING
MACHINE CORPORATION

By [Signature]
Its PRESIDENT

Trustee:

LA SALLE NATIONAL TRUST, N.A., as
Trustee as aforesaid

By [Signature]
Its [Signature]

Prepared by:

Joy S. Goldman
SCHWARTZ & FREEMAN
Suite 1900
401 North Michigan Avenue
Chicago, Illinois 60611

Lender:

LA SALLE NATIONAL BANK

By [Signature]
Its VICE PRESIDENT

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STATE OF ILLINOIS)
)
COUNTY OF C O O K)

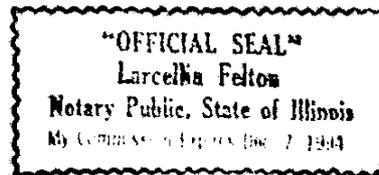
I, LARCELLIA FELTON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____ and _____ OF LA SALLE NATIONAL TRUST, N.A., as Trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument pursuant to authority as their own free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 2nd day of ~~September~~, 1991.
OCTOBER

Larcellia Felton
Notary Public

My Commission Expires:

SEAL



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EXHIBIT A

Legal Description of the Premises

PARCEL 1:

THE WEST 1/2 OF LOT 2 IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 1/2 OF LOT 2 (EXCEPT FROM SAID LAND THE EAST 9 FEET THEREOF FOR ALLEY) IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ALSO THE EAST 40 FEET OF THE WEST 1/2 OF LOT 2 IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 3 IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 2/3 OF LOT 6 IN BLOCK 5 IN FRACTIONAL SECTION 15, (EXCEPT THAT PART THEREOF TAKEN OR USED FOR ALLEY), IN TOWNSHIP 39 NORTH RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 5:

ALL OF BORROWER'S RIGHT, TITLE AND INTEREST AS LESSEE IN AND UNDER THAT CERTAIN LEASE MADE BY S. LEONARD BOYCE TO RALPH C. OTIS DATED MARCH 1, 1906 AND RECORDED ON JANUARY 14, 1908 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 4144371 WITH RESPECT TO A PORTION OF THE LAND DESCRIBED AS PARCEL 1.

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PARCEL 6:

ALL OF BORROWER'S RIGHT, TITLE AND INTEREST AS LESSEE IN AND UNDER THAT CERTAIN LEASE MADE BY TOFFENETTI RESTAURANT COMPANY, INC. TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 28644 DATED JANUARY 24, 1962 AND RECORDED ON FEBRUARY 1, 1962 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 18390587 WITH RESPECT TO THE LAND DESCRIBED AS PARCEL 4.

ADDRESS: 207 South Wabash, Chicago, Illinois
221-223 South Wabash, Chicago, Illinois
63-67 East Adams, Chicago, Illinois
209-219 South Wabash, Chicago, Illinois

PIN: 17-15-105-001
17-15-105-002
17-15-105-003
17-15-105-004
17-15-105-005
17-15-106-006

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