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COOK COUNTY, ILLINOIS

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SECOND MODIFICATION AGREEMENT
AND SUBORDINATION AGREEMENT

THIS SECOND MODIFICATION AGREEMENT AND SUBORDINATION AGREEMENT dated as of June 1, 1991, by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under a Trust Agreement dated December 1, 1989, and known as Trust No. 109914-04 (the "Trust"), BANBURY FRANKLIN ASSOCIATES, an Illinois limited partnership (the "Beneficiary"), BARRY A. SIDEL and STEPHEN A. CHETEK (collectively, the "Individual Guarantors"), and LASALLE NATIONAL BANK, a national banking association, successor by merger to The Exchange National Bank of Chicago, a national banking association (the "Bank");

W I T N E S S E T H:

WHEREAS, the parties indicated below heretofore entered into the following documents:

(i) Commitment Letter dated as of December 20, 1989 (the "Commitment Letter"), from the Bank to T.J. Flanagan, Inc., an Illinois corporation ("T.J. Flanagan");

(ii) Mortgage Note dated as of December 20, 1989 (the "Note"), from T.J. Flanagan to the Bank, in the original principal amount of \$1,535,000;

(iii) Mortgage and Security Agreement dated as of December 20, 1989 (the "Mortgage"), from T.J. Flanagan to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 22, 1989, as Document No. 89612719;

Permanent Index Numbers:

14-07-318-006
14-07-318-004

Address of Premises:

4841-51 North Western Avenue
Chicago, Illinois

This Instrument Prepared by and to be Returned after Recording to:

Alvin L. Kruse, Esq.
Gary A. Maguire, Esq.
Seyfarth, Shaw, Fairweather
& Geraldson
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603

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(iv) Assignment of Rents and Leases dated as of December 20, 1989, from T.J. Flanagan to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 22, 1989, as Document No. 89612720;

(v) Assumption Agreement dated as of December 20, 1989, by and among T.J. Flanagan, the Trust, the Beneficiary and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 22, 1989, as Document No. 89612899;

(vi) Collateral Assignment of Beneficial Interest dated as of December 20, 1989, from the Beneficiary to the Bank;

(vii) Indemnity Agreement dated as of December 20, 1989, from the Beneficiary and the Individual Guarantors to the Bank; and

(viii) Guaranty of Payment and Performance dated as of December 20, 1989, from the Individual Guarantors to the Bank; and

WHEREAS, the documents referred to in (i) through (viii) above were modified and amended pursuant to the Modification Agreement dated as of June 17, 1990 (the "First Modification"), by and among the Trust, the Beneficiary, the Individual Guarantors and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on April 5, 1991, as Document No. 91155818; and

WHEREAS, the documents referred to in (i) through (viii) above, as modified and amended by the First Modification, are hereinafter referred to collectively as the "Documents"; and

WHEREAS, the Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Extension of Maturity. The maturity date of the loan evidenced and secured by the Documents (the "Loan") is hereby extended from June 30, 1991 to June 1, 1994, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "June 30,

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1991" is hereby changed to "June 1, 1994" each time it appears in the Documents.

Section 3. Reduction in Amount of Loan. As a condition to the extension of the maturity date of the Loan provided for in Section 2 of this Agreement, the Trust and the Beneficiary shall make, at the time of the execution of this Agreement, a payment in the amount of \$1,367,500 on the outstanding principal of the Loan. After such payment is made, the outstanding principal balance of the Loan will be \$167,500. The amount of the Loan is hereby reduced from \$1,535,000 to \$167,500 and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the figure "\$1,535,000" is hereby changed to the figure "\$167,500" each time it appears in any of the Documents, and the words "One Million Five Hundred Thirty-Five Thousand" are hereby changed to the words "One Hundred Sixty-Seven Thousand Five Hundred" each time they appear in the Documents.

Section 4. Principal Payments. As a condition to the extension of the maturity date of the Loan provided for herein, the Trust agrees that it will, on or before each of January 1, 1992, July 1, 1992, January 1, 1993, July 1, 1993 and January 1, 1994, make a payment on the outstanding principal of the Loan and the Note in the amount of \$15,000, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the Documents are hereby modified and amended as follows:

(i) The fifth sentence in the first grammatical paragraph of the Note is hereby deleted therefrom and replaced with the following three sentences:

"Interest shall be payable in arrears on the first day of each month. Principal payments on this Note in the amount of \$15,000 shall be due and payable on or before each of January 1, 1992, July 1, 1992, January 1, 1993, July 1, 1993, and January 1, 1994. All of the unpaid principal of and accrued and unpaid interest on this Note shall be due and payable on June 1, 1994."

(ii) The last sentence of Section 2.1 of the Mortgage is hereby deleted therefrom and replaced with the following two sentences:

"Payments on the outstanding principal of the Note in the amount of \$15,000 are payable on or before each of January 1, 1992, July 1, 1992, January 1, 1993, June 1, 1993, and January 1, 1994. All of the unpaid principal of and any accrued and unpaid interest on the Note shall be due and payable on June 1, 1994."

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Recorded as Document No.

Section 5. Subordination. The parties acknowledge that LaSalle Northwest National Bank, a national banking association ("LaSalle Northwest"), is providing mortgage financing to the Trust and the Beneficiary, as evidenced by, among other documents, the Promissory Note dated ~~June~~^{May} 2, 1991, from the Trust to LaSalle Northwest, in the principal amount of \$1,312,500, and the Mortgage dated ~~June~~^{May} 8, 1991 (the "LaSalle Northwest Mortgage"), from the Trust to LaSalle Northwest. The Bank hereby agrees that the lien and security interests created by the Mortgage and the other Documents shall be subject and subordinate to the lien and security interests created by the LaSalle Northwest Mortgage and all of the other documents evidencing or securing the mortgage financing provided by LaSalle Northwest. The Mortgage and the other Documents shall not be subject and subordinate to any modifications, amendments, extensions, renewals or increases of or in the LaSalle Northwest Mortgage.

Section 6. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

Section 7. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the First Amendment and as expressly modified and amended herein. The Trust, the Beneficiary and the Individual Guarantors hereby confirm and reaffirm all of their obligations under the Documents, as previously modified and amended by the First Amendment and as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents", shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

Section 8. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Trust hereby certifies and represents, and the Beneficiary and the Individual Guarantors hereby certify, represent and warrant, to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 9. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 10. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

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Section 11. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 13. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 14. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 16. Execution by Trust. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trust, while in form purporting to be the representations, covenants, undertakings and agreements of the Trust are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by American National Bank and Trust Company of Chicago in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against American National Bank and Trust Company of Chicago on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, as Trustee as aforesaid and
not personally

By [Signature]
Title: VP

(SEAL)

Attest:

[Signature]
Title: Trustee

BANBURY FRANKLIN ASSOCIATES, an Illinois
limited partnership

By [Signature]
Barry A. Sidel, General Partner

By [Signature]
Stephen A. Chetek, General Partner

By [Signature]
Michael Goldstein, General Partner

[Signature]
Barry A. Sidel

[Signature]
Stephen A. Chetek

LASALLE NATIONAL BANK, successor by merger
to The Exchange National Bank of Chicago

By [Signature]
Title: Vice President

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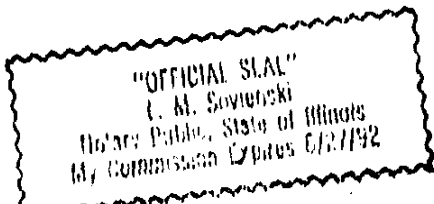
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 15th day of June, 1991, by MICHAEL WIDEMAN and Peter H. Johanson, Second Vice President and ASSISTANT SECRETARY respectively, of American National Bank and Trust Company of Chicago, Trustee under a Trust Agreement dated December 1, 1989, and known as Trust No. 109914-04, on behalf of said Trustee.

L. M. Sorenski

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



The foregoing instrument was acknowledged before me this 10 day of June, 1991, by Barry A. Sidel, Stephen A. Chetek and Michael Goldstein, general partners on behalf of Banbury Franklin Associates, an Illinois limited partnership.

Lorraine Hield

Notary Public

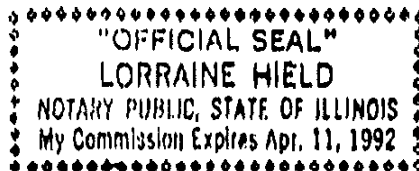


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 10 day of June, 1991, by Barry A. Sidel.

Lorraine Hield

Notary Public



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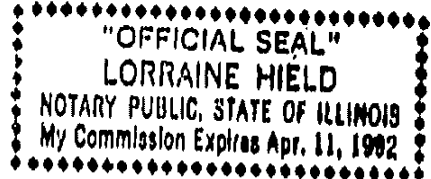
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 10 day of June, 1991, by Stephen A. Chetek.

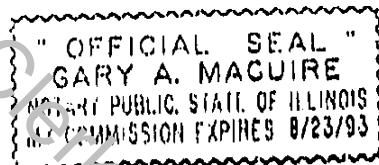
Lorraine Field
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



The foregoing instrument was acknowledged before me this 11th day of June, 1991, by Joseph M. Penn, Vice-President of LaSalle National Bank, a national banking association, successor by merger to The Exchange National Bank of Chicago, on behalf of the association.

Gary A. Maguire
Notary Public



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STATE OF ILLINOIS
CLERK OF THE COURT
COUNTY OF COOK
1000 N. LA SALLE ST.
CHICAGO, ILL. 60610

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 16, 17, 18 and the South 25 feet of Lot 19 in Block 2 in Lenz and Hoefle's Subdivision of that part of the West 1/2 of the South West 1/4 of the South West 1/4 of Section 7, Township 40 North, Range 14 East of the Third Meridian, lying between the North 12 acres thereof and the South 4 acres thereof (except therefrom that part taken for widening Western Avenue) in Cook County, Illinois.

PARCEL 2:

Lot 5 in Block 1, (except so much thereof as has been taken for widening Western Avenue) in John Bauers Subdivision of the North 4 acres of the North 12 acres of the West 1/2 of the South West 1/4 of the South West 1/4 of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

That portion of Lot 19 lying North of the North line of the South 25 feet thereof in Block 2 in Lenz and Hoefle's Subdivision of that part of the West 1/2 of the South West 1/4 of the South West 1/4 of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian, lying between the North 12 acres thereof and the South 4 acres thereof (except therefrom that part taken for widening Western Avenue) in Cook County, Illinois.