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SECOND MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

THIS SECOND MODIFICATION, dated as of the 15th day of January, 1992, is executed by BOULEVARD BANK NATIONAL ASSOCIATION, not personally or individually, but as Trustee under Trust Agreement dated April 21, 1987 and known as Trust No. 8525 ("Mortgagor") and LOEBER IMPORTERS, LTD., an Illinois corporation ("Beneficiary") to and for the benefit of BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association ("Mortgagee").

RECITALS:

A. Mortgagor executed and delivered to Mortgagee that certain Principal Note dated April 23, 1987, in the principal amount of THREE MILLION SIX HUNDRED THOUSAND AND NO/100 (\$3,600,000.00) DOLLARS ("Principal Note").

B. Mortgagor and Mortgagee did, by First Modification of Principal Note ("First Note Modification") dated as of June 1, 1987, modify and amend the Principal Note.

C. Mortgagor and Mortgagee did, by Second Modification of Principal Note dated of even date herewith ("Second Note Modification"), modify the Principal Note by, among other things, changing the interest rate to be charged under the Note under certain circumstances. The Principal Note, First Note Modification and Second Note Modification are hereinafter collectively referred to as the "Note".

D. As security for the Principal Note, Mortgagor executed and delivered to Mortgagee a Mortgage and Security Agreement dated concurrently with the Principal Note, and recorded on May 29, 1987 with the Recorder of Deeds, Cook County, Illinois as Document No. 87288848 ("Mortgage and Security Agreement"), encumbering the real estate described on Exhibit "A" attached hereto and by this reference incorporated herein.

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING SHOULD
BE RETURNED TO:

Sue E. Berman
Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601

KRW File No. 2441.192
Box 340

PERMANENT INDEX NUMBERS:

07-04-413-002-0000
07-04-413-003-0000

PROPERTY ADDRESS:

1111 North Clark Street
Chicago, Illinois

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E. Mortgagor and Mortgagee did, by First Modification of Mortgage and Security Agreement and Assignment of Rents and Lessor's Interest in Leases dated as of June 1, 1987 and recorded on March 21, 1988 with the Recorder of Deeds, Cook County, Illinois as Document No. 88115828 ("First Mortgage Modification"), modify and amend the Mortgage and Security Agreement to refer to the Principal Note as modified by the First Note Modification. The aforesaid Mortgage and Security Agreement and First Mortgage Modification are hereinafter collectively referred to as the "Mortgage".

F. For the purpose of securing payment of the indebtedness evidenced by the Principal Note, the Mortgagor and Beneficiary executed and delivered to Mortgagee a certain Assignment of Rents and Lessor's Interest in Leases dated concurrently with the Principal Note which was recorded on May 29, 1987 with the Recorder of Deeds, Cook County, Illinois as Document No. 87288849 ("Assignment of Rents"). The Assignment of Rents was modified by the First Mortgage Modification. The Assignment of Rents, as modified by the First Mortgage Modification, is hereinafter referred to as the "Assignment".

G. Mortgagor and Mortgagee have agreed to modify the Mortgage and Assignment to refer to the Note as amended by the Second Note Modification.

NOW, THEREFORE, in consideration of the above set forth recitals, the terms of which are by this reference incorporated herein, of the covenants, promises and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The aforesaid recitals are hereby incorporated into this Second Modification of Mortgage as if fully set forth in this Paragraph 1.

2. **Amendment.** The Mortgage and Assignment shall be deemed to secure and refer to the Note as amended by the Second Note Modification.

3. **Reaffirmation.** Mortgagor hereby reaffirms and agrees to perform all of the terms, covenants, conditions and obligations as set forth in the Mortgage and Assignment, as modified hereby.

4. **Warranties and Representations.** There exists no event which, with the giving of notice or passage of time, or both, would become a default under the Note, Mortgage, Assignment or any other document (collectively "Loan Documents") executed and delivered to the Mortgagee to evidence or secure the indebtedness set forth in the Note. All representations and warranties contained in the Loan

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Documents are hereby remade and are hereby certified by Mortgagor and Beneficiary to be true and correct as of the date hereof.

5. Governing Law. This agreement shall be governed and construed under the laws of the State of Illinois.

6. Inconsistency. Except as modified herein, the terms, conditions and covenants of the Mortgage and Assignment shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this Second Modification and the Mortgage or Assignment, the terms herein shall control.

7. Effective Date. This Second Modification shall only be effective upon: the execution, delivery and acceptance hereof by the undersigned and the recording hereof; the execution and delivery of the Second Note Modification dated of even date herewith; the receipt by Mortgagee of such title insurance endorsements as Mortgagee shall request; and the execution of the Consent of Guarantors attached hereto.

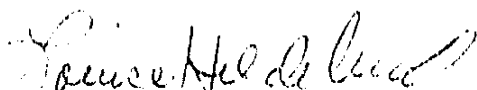
8. Trustee's Exculpation. This Second Modification is executed by BOULEVARD BANK NATIONAL ASSOCIATION, not personally but solely as Trustee under Trust Agreement dated April 21, 1987 and known as Trust No. 8525 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by BOULEVARD BANK NATIONAL ASSOCIATION are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against BOULEVARD BANK NATIONAL ASSOCIATION by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Second Modification as of the day and year first above written.

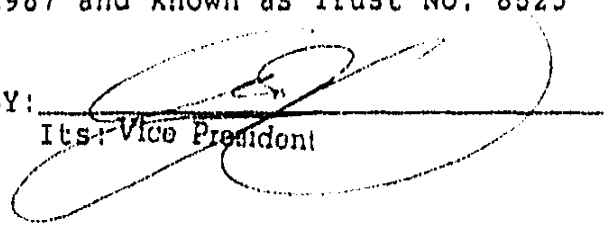
MORTGAGOR:

BOULEVARD BANK NATIONAL ASSOCIATION, not personally or individually, but as Trustee under Trust Agreement dated April 21, 1987 and known as Trust No. 8525

ATTEST:



Its: Ass't. Vice President

BY: 
Its: Vice President

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BENEFICIARY:

LOEBER IMPORTERS, LTD., an
Illinois corporation

ATTEST:

Its:

Alfred Hecker
Secy.

BY: _____
Its:

George H. P...
Pres.

ACCEPTANCE

Boulevard Bank National Association, a national banking association, as the Mortgagee under the Mortgage and as the assignee under the Assignment, hereby accepts and approves the foregoing Second Modification.

Dated as of January 1, 1992.

BOULEVARD BANK NATIONAL ASSOCIATION

ATTEST:

Julia K...
Its: Vice President

BY: _____
Its:

John J. ...
Asst. Vice Pres.

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CONSENT OF GUARANTOR

The undersigned, George Loeber and Paul Loeber, do hereby consent to the terms and conditions of this Second Modification, and agree and covenant to and for the benefit of Mortgagee that the Guaranty of Note and Mortgage dated as of April 23, 1987, as amended by that certain Consent of Guarantors dated as of June 1, 1987 (collectively, "Guaranty") shall be unaffected by any of the provisions contained in the aforesaid modifications, and that the Guaranty shall be and remain in full force and effect, without decrease or diminution of any kind, in accordance with the original terms and tenor thereof.

Dated as of January 31, 1992.

George Loeber

GEORGE LOEBER
Paul Loeber

PAUL LOEBER

STATE OF)
) SS
COUNTY OF)

1992 JAN 31 3 13
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I, Liliana Huante, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GEORGE LOEBER appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of January, 1992.

Liliana Huante

Notary Public

" OFFICIAL SEAL "
LILIANA HUANTE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/24/93

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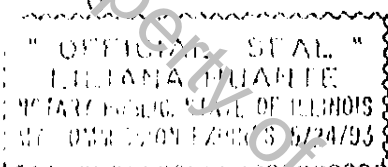
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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, LILIANA HUANTE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PAUL LOEBER appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of January, 1992.

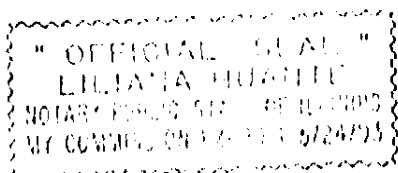


Liliana Huante
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Liliana Huante, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID S. CAPRARI, as Vice President and DAVID S. CAPRARI, as Vice Secretary of BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Vice Secretary of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said DAVID S. CAPRARI Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to 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 1st day of January, 1992.



Liliana Huante
Notary Public

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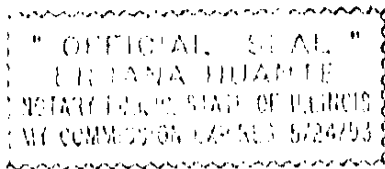
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, William H. Hunsick, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George Costello as President of LOEBER IMPORTERS, LTD. and Paul Costello as Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (President) (Secretary) Secretary of said Corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and said Paul Costello Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of January, 1992.



William H. Hunsick
Notary Public

Proprietor Cook County Clerk's Office

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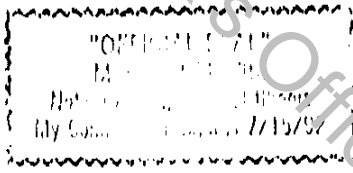
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Alex J. Dorosoff, as Vice President and LOUISE HILDEBRAND, as Asst. Vice President/Secretary of BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association, as Trustee under Trust Agreement dated April 21, 1987, and known as Trust No. 8525 who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Vice President/Secretary of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and said Vice President/Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to 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 10th day of January, 1992.
FEB.

Margaret A. Vito
Notary Public



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EXHIBIT "A"
Legal Description

LOT 9 (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS):

COMMENCING AT THE NORTH WEST CORNER OF LOT 9; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 9 TO THE WEST LINE OF ALLEY AT REAR OF THE SAID LOT; THENCE SOUTH ALONG THE WEST LINE OF ALLEY 3 FEET 6 3/8 INCHES; THENCE WESTERLY TO A POINT ON THE WEST LINE OF SAID LOT 9 WHICH IS 3 FEET 9 7/8 INCHES SOUTH OF THE NORTH WEST CORNER THEREOF; THENCE NORTH TO THE POINT OF BEGINNING) ALSO LOTS 10 TO 16 BOTH INCLUSIVE ALL IN BLOCK 18 IN BUSHNELL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 1111 North Clark Street, Chicago, Illinois

Permanent Index Number: 17-04-413-002-0000 17-04-413-003-0000

21. 9' 6" N 41° 4' W & L. N. E. 16

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