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MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION (hereinafter referred to as "this Modification") is made and entered into this 25th day of August, 1992, by BOULEVARD BANK NATIONAL ASSOCIATION, not personally but solely as Trustee under Trust Agreement dated September 18, 1987 and known as Trust No. 8616 (hereinafter referred to as "Mortgagor"), and ELI'S CHICAGO'S FINEST, INC. (f/k/a Eli's Chicago's Finest Cheesecake, Inc.), an Illinois corporation (hereinafter referred to as "Beneficiary"), to and for the benefit of BOULEVARD BANK NATIONAL ASSOCIATION (hereinafter referred to as "Mortgagee").

RECITALS:

A. Mortgagee has heretofore made a loan (hereinafter referred to as the "Loan") to Mortgagor and Beneficiary in the original principal amount of SIX HUNDRED TWENTY-THOUSAND AND NO/100 (\$628,000.00) DOLLARS.

B. The Loan is evidenced by an Installment Note in said principal amount dated October 30, 1987, made by Mortgagor and payable to Mortgagee (said Installment Note is hereinafter referred to as the "Note"). The Note by its terms matures on November 1, 1992.

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C. The Note is secured by, among other things, a Mortgage and Security Agreement dated October 30, 1987, made by Mortgagor in favor of Mortgagee, and recorded on November 6, 1987 in the Office of the Cook County Recorder of Deeds as Document No. 87601625 (said Mortgage is hereinafter referred to as the "Mortgage"), encumbering the premises legally described in Exhibit "A" attached hereto and by this reference incorporated herein, and other documents, including but not limited to those described in Exhibit "B" attached hereto and by this reference incorporated herein (the Mortgage and all such other documents are hereinafter referred to collectively as the "Security Documents").

D. In connection with the Loan, Beneficiary executed that certain Guaranty of Note & Mortgage dated October 30, 1987 to and for the benefit of Mortgagee (said Guaranty of Note and Mortgage is hereinafter referred to as the "Guaranty").

E. The parties desire to further modify and amend the Note, the Security Documents and the Guaranty as provided herein.

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

1. Incorporation of Recitals. The aforesaid Recitals are hereby incorporated into this Modification as if fully set forth in this Paragraph 1.

2. Amendments to Note. The Note is hereby amended as follows, effective as of the date hereof:

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- (A) The "Maturity Date" (as defined in the Note) is hereby extended from November 1, 1992 to and including November 1, 1997;
- (B) The "Loan Interest Rate" (as defined in the Note) shall, effective August 1, 1992 (for monthly principal and interest payments due beginning September 1, 1992), be changed to one (1%) percent in excess of Mortgagee's "Prime Rate" (as hereafter defined); provided, however, that in no event shall the Loan Interest Rate exceed ten and one-half (10½%) percent per annum or be less than six and one-half (6½%) percent per annum.
- (C) On August 1, 1992, Mortgagor shall pay to Mortgagee the scheduled monthly principal and interest payment of \$5,960.77, which payment shall consist of interest (at the original Loan Interest Rate of nine and three-fourths (9.75%) percent per annum) in the amount of FOUR THOUSAND SIX HUNDRED TWENTY-ONE AND 22/100 (\$4,621.22) DOLLARS and principal in the amount of ONE THOUSAND THREE HUNDRED THIRTY-NINE AND 35/100 (\$1,339.35) DOLLARS. Upon such payment the then unpaid original balance of this Note shall be FIVE HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-ONE AND 5/100 (\$567,451.05) DOLLARS.
- (D) Commencing on September 1, 1992, and continuing on the first day of each month thereafter during the term of the Loan until (but not including) the first day of the second full calendar month after the first "Prime Rate Change Date" (as hereinafter defined), or until the first day of the next month after the first Prime Rate Change Date if such first Prime Rate Change Date is the first day of a month (said first day of such second or next month after a Prime Rate Change Date, as applicable, is hereinafter referred to as a "Monthly Payment Adjustment Date"), Mortgagor shall pay to Mortgagee, in lieu of the said monthly payment of FIVE THOUSAND NINE HUNDRED SIXTY AND 77/100 (\$5,960.77) DOLLARS, monthly installments of principal and interest in the amount required to fully amortize the said unpaid principal balance of FIVE HUNDRED SIXTY-SEVEN THOUSAND FOUR

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HUNDRED FIFTY-ONE AND 5/100 (\$567,451.05) DOLLARS over a fifteen (15) year period (hereinafter referred to as the "Loan Amortization Period") at the Loan Interest Rate in effect on August 1, 1992.

- (E) The Loan Interest Rate shall be adjusted effective on the first day of the next month after any Prime Rate Change Date, or on the Prime Rate Change Date if the Prime Rate Change Date is the first day of a month. On each Monthly Payment Adjustment Date after a Prime Rate Change Date, if any, prior to repayment in full of this Note, Mortgagor shall pay to Mortgagee monthly installments of principal and interest in the amount equal to the monthly payment that would be required to fully amortize the unpaid principal balance of this Note on each Monthly Payment Adjustment Date over the remaining number of years, or portion thereof, in the Loan Amortization Period at the Loan Interest Rate then in effect as of the first day of the immediately preceding month.
- (F) For the purposes hereof: (i) the term "Prime Rate" shall mean that rate determined from time to time by Mortgagee as its Prime Rate. A certificate made by an officer of Mortgagee stating the Prime Rate in effect on any given day shall, for purposes hereof, be conclusive evidence of the Prime Rate in effect on such day. The Prime Rate is not intended to be the lowest or most favorable rate of interest charged by Mortgagee; and (ii) the term "Prime Rate Change Date" shall mean any date on which the Prime Rate changes.
- (G) From and after the date hereof: (i) all references in the Note to the Maturity Date shall be deemed to refer to November 1, 1997; (ii) all references to Loan Interest Rate shall be deemed to refer to one (1%) percent per annum in excess of Mortgagee's Prime Rate; (iii) the Note as herein modified shall be secured by the Security Documents as modified by this Modification; and (iv) all references in the Note to the Guaranty and the Security Documents shall be deemed to mean the Guaranty and the Security Documents as modified by this Modification.

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3. Amendments to Guaranty and Security Documents. The Guaranty and the Security Documents are hereby amended as follows, effective as of the date hereof:

- (A) All references in the Guaranty and the Security Documents to the maturity of the Loan shall be deemed to refer to November 1, 1997;
- (B) All references in the Guaranty and the Security Documents to the interest rate on the Loan shall be deemed to refer to all references to Loan Interest Rate shall be deemed to refer to one (1%) percent per annum in excess of Mortgagee's Prime Rate;
- (C) The Security Documents shall secure the Note as modified by this Modification; and
- (D) All references in the Guaranty and the Security Documents to the Note, Guaranty or Security Documents shall be deemed to refer to the Note, Guaranty or Security Documents as modified by this Modification.

4. Consent of Beneficiary. Beneficiary has received and reviewed this Modification and all documents and instruments in connection herewith and hereby consents to the execution and delivery hereof, agrees to pay any loan fee described in paragraph 13 hereof, and agrees that its duties, liabilities and obligations under the Guaranty, as modified hereby, shall not in any manner be impaired, discharged or released by the execution and delivery of this Modification and all documents or instruments in connection therewith.

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5. Conditions Precedent to Effectiveness. As conditions precedent to Mortgagee's acceptance of this Modification, the items described in Exhibit "C" attached hereto and by this reference incorporated herein (all of which shall be in form and substance satisfactory to Mortgagee) shall be required to be executed, where applicable, and delivered to Mortgagee, or otherwise satisfied, as applicable.

6. Reaffirmation of Liability. Notwithstanding the execution of this Modification, Beneficiary hereby reaffirms and acknowledges its liability and obligations to Mortgagee under the Guaranty, as modified hereby.

7. Reaffirmation of Representations and Warranties. Mortgagor and Beneficiary hereby reaffirm as true and correct in all respects, as of the date hereof, any representations and warranties contained in the Note, the Guaranty and the Security Documents.

8. Reaffirmation of Covenants. Mortgagor and Beneficiary do hereby reaffirm and agree to perform each and every covenant, condition, obligation and provision set forth in the Note, the Guaranty and the Security Documents, as herein modified.

9. No Vitiating of Liability. Nothing contained herein shall vitiate or discharge any party's liability under the Note, the Guaranty and the Security Documents, as herein modified.

10. Offsets and Defenses. Mortgagor and Beneficiary hereby acknowledge and agree that: (i) as of the date of this Modification, there are no offsets, defenses or counterclaims

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against Mortgagee arising out of or in any way relating to the Note, the Guaranty and the Security Documents, (ii) they release and forever discharge Mortgagee, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations and organizations acting or who have acted in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which they or any of them may now have or claim to have against Mortgagee or any of the other persons or entities described in this clause (ii) as of the date of this Modification, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon the Note, the Guaranty and the Security Documents, and (iii) Mortgagee is not in default under the Note, the Guaranty or the Security Documents.

11. Full Force and Effect; Inconsistency. Except as herein modified, the terms, conditions and covenants of the Note, the Guaranty and the Security Documents shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this Modification and the Note, the Guaranty and the Security Documents, the terms herein shall control.

12. Laws of Illinois. This Modification shall be governed and construed under the laws of the State of Illinois.

13. Loan Fee. On or prior to the execution hereof, Mortgagor and Beneficiary shall pay to Mortgagee a loan fee in the

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amount of one (1%) percent of the outstanding principal balance of the Note at such time, together with Mortgagee's legal fees and costs incurred in connection with this Modification.

14. Trustee Exculpation. This Modification is executed by Boulevard Bank National Association, not personally, but as Trustee under Trust Agreement dated September 18, 1987 and known as Trust No. 8616, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said Boulevard Bank National Association personally to pay the Note, as herein modified, or any interest that may accrue thereon, or any other indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the Note and by every person now or hereafter claiming any right or security thereunder, and that so far as Boulevard Bank National Association personally is concerned, the holder or holders of the Note and the owner or owners of any indebtedness accruing thereunder shall look solely to the collateral for the payment thereof, by the enforcement of the lien created by the Mortgage or other Security Documents in the manner therein and in the Note provided or by action to enforce the personal liability of Beneficiary under the Guarantor or of any other signatory to any other Security Document providing for or imposing personal liability.

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IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

MORTGAGOR:

BOULEVARD BANK NATIONAL ASSOCIATION, not personally but solely as Trustee under Trust Agreement dated September 18, 1987, and known as Trust No. 8616

ATTEST:

Lawrence M. Gritton
Its: ASST. VICE PRESIDENT

By: *[Signature]*
Its: Vice President

BENEFICIARY:

ELI'S CHICAGO'S FINEST, INC., an Illinois corporation

By: *[Signature]*
Its: *[Signature]*

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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Lawrence M. Gritton
Katz Randall & Weinberg
200 North LaSalle Street, Suite 2300
Chicago, Illinois 60601
KRW File No. 02441.20701

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CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and approves the foregoing Modification of Loan Documents.

DATED: August 27, 1992

BOULEVARD BANK NATIONAL ASSOCIATION

By: *[Signature]*

Its: *Atty. U.P.*

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STATE OF ILLINOIS)
COUNTY OF COOK)

MARIAN ROBINSON

I, MARIAN ROBINSON, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Alex J. Beresoff, as Vice President and LOUISE HILDEBRAND, as ASST. VICE PRESIDENT of BOULEVARD BANK NATIONAL ASSOCIATION, a Trustee under Trust Agreement dated September 18, 1987 and known as Trust No. 8616, 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 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, as Trustee, for the uses and purposes therein set forth.

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GIVEN under my hand and notarial seal this 9th day of September, 1992.

Marian Robinson
Notary Public



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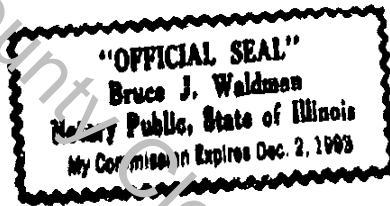
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Bruce J Waldman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harold S. Schuman, as President of ELI'S CHICAGO'S FINEST, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of said Corporation, appeared before me this day in person and acknowledged that he signed and delivered the 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 25 day of Aug, 1992.

Bruce J Waldman
Notary Public



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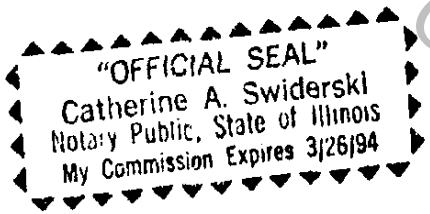
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, CATHERINE A. SWIDERSKI, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID J LABASH, ASSISTANT VICE PRESIDENT of BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such A.V.P. of said Bank, appeared before me this day in person and acknowledged that HE signed and delivered the 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 27th day of AUGUST, 1992



Catherine A. Swiderski
Notary Public

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EXHIBIT "A"

Legal Description

LOT 14 (EXCEPT THE WEST 6 FEET THEREOF); AND LOTS 15, 16, 17 AND 18,
ALL IN BLOCK 2 IN ANDREW DUNNING'S SUBDIVISION OF THE NORTH EAST 1/4
OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Address: 6500-6520 W. Dakin
Chicago, Illinois 60634

PINS: 13-19-202-026, 027 and 028

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EXHIBIT "B"

Other Security Documents

1. Assignment of Rents and Lessor's Interest in Leases dated October 30, 1987 executed by Mortgagor and Beneficiary, recorded on November 6, 1987 as Document No. 87601626.
2. Security Agreement dated October 30, 1987 executed by Beneficiary.
3. UCC-1 and UCC-2 Financing Statements executed by Mortgagor and Beneficiary.
4. Collateral Assignment of Beneficial Interest in Land Trust dated October 30, 1987 executed by Beneficiary.
5. Beneficiary's Certificate dated October 30, 1987 executed by Beneficiary.
6. Waiver of Defenses and Estoppel Certificate dated October 30, 1987 executed by Mortgagor and Beneficiary.
7. Usury Certificate dated October 30, 1987 executed by Beneficiary.

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EXHIBIT "C"

Conditions Precedent

1. Modification of Loan Documents
2. Modification Certificate
3. UCC Continuation Statements
4. Date Down Title Endorsement to CTIC Policy No. 71-37-249
5. ALTA Statement
6. Certified Trust Agreement
7. Certified Letter of Direction
8. Certified Corporation Documents
 - a. Certificate of Good Standing
 - b. Resolutions
9. UCC, Judgment, Lien and Bankruptcy Searches
 - a. Mortgagor
 - b. Beneficiary
10. Legal Fees
11. Loan Fee - 1%

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