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SEVENTH NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS SEVENTH NOTE AND MORTGAGE MODIFICATION AGREEMENT, is made as of this 30th day of June, 1992 by and between Chicago Title and Trust Company ("Trustee"), as Trustee under Trust Agreement dated January 20, 1987 and known as Trust No. 1089621 ("Borrower"), David Israel, Miriam Israel and Aaron Israel ("Beneficiaries") and LaSalle National Bank, previously known as Exchange National Bank of Chicago, a national banking association ("Mortgagee").

W I T N E S S E T H :

WHEREAS, Borrower executed and delivered to Mortgagee a certain Promissory Note dated August 23, 1988 in the stated principal sum of \$1,300,000.00 (the "Original Note") evidencing a loan from Mortgagee to Borrower (the "Loan") in the original principal amount of \$1,300,000.00.

WHEREAS, the Original Note is secured by a certain Mortgage and Security Agreement with Assignment of Rents executed by Borrower dated as of August 23, 1988 and recorded in the Office of the Recorder of Deeds for Cook County, Illinois on September 12, 1988 as Document No. 88415220 (the "Original Mortgage") encumbering the real estate legally described on Exhibit "A" attached hereto (the "Mortgaged Premises"), an Assignment of Leases and Rents executed by Borrower and Beneficiaries (the "Original Assignment") dated as of August 23, 1988, which Assignment was recorded on September 12, 1988 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 88415221, a Security Agreement dated as of August 23, 1988

This instrument prepared by and after recording should be returned to:

Michael S. Kurtzon
Miller, Shakman, Hamilton & Kurtzon
208 South LaSalle Street
Suite 1200
Chicago, Illinois 60604
(312) 263-3700

Permanent Index No.:

17-03-207-024

Address of Property:

113 East Oak Street
Chicago, Illinois 60611

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executed by Borrower and Beneficiaries (the "Original Security Agreement") and by other instruments and security documents (the Original Mortgage, Original Assignment, Original Security Agreement and such other instruments and security documents executed in connection with the Original Note are sometimes referred to herein collectively as the "Original Security Documents").

WHEREAS, the Original Note, the Original Mortgage and the Original Security Documents were previously amended by (i) a certain Note and Mortgage Modification Agreement dated August 15, 1989 and recorded in the Office of the Cook County Recorder of Deeds on October 11, 1989, as Document Number 89481272, (ii) a certain Second Note and Mortgage Modification Agreement effective as of December 31, 1989, and recorded in the Office of the Cook County Recorder of Deeds on February 6, 1990 as Document Number 90061667, (iii) a certain Third Note and Mortgage Modification Agreement dated as of March 27, 1990, and recorded in the Office of the Cook County Recorder of Deeds on May 10, 1990 as Document Number 90218431, (iv) a certain Fourth Note and Mortgage Modification Agreement dated as of September 15, 1990, and recorded in the Office of the Cook County Recorder of Deeds on November 7, 1990 as Document No. 90544444, (v) a certain Fifth Note and Mortgage Modification Agreement dated as of April 15, 1991 and recorded in the Office of the Cook County Recorder of Deeds on September 27, 1991 as Document No. 91505178, and (vi) a certain Sixth Note and Mortgage Modification Agreement dated as of December 31, 1991 and recorded in the Office of the Cook County Recorder of Deeds on March 6, 1992 as Document No. 92147880. The Original Note, the Original Mortgage and the Original Security Documents, as so amended, are referred to herein as the "Note", the "Mortgage" and the "Security Documents".

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WHEREAS, pursuant to the Sixth Note and Mortgage Modification Agreement, the maturity date of the Note was extended to June 30, 1992.

WHEREAS, the Borrower and Beneficiaries have requested that Mortgagee increase the amount of the Loan to \$1,800,000.00 and extend the maturity date of the Note to October 31, 1995.

WHEREAS, Borrower, Beneficiaries and Mortgagee have agreed to amend the Note, Mortgage and Security Documents as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Beneficiaries and Mortgagee hereby agree as follows:

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1. The recitals hereinabove set forth are true and correct and are hereby incorporated into this Agreement by this reference. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Note, the Mortgage and the Security Documents.

2. All references in the Note and the Security Documents, as amended, to the principal amount of One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00) are deleted and the principal amount of One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00) is substituted in lieu thereof. The Note shall evidence and the Security Documents shall secure repayment of a stated principal amount of \$1,800,000.00.

3. The \$500,000.00 increase in the amount of the Loan shall be used by Borrower and Beneficiaries solely to reduce the principal amount outstanding under that certain Promissory Note executed by Chicago Title and Trust Company, as Trustee under Trust Agreement dated December 1, 1986 and known as Trust No. 1089370, to the order of Mortgagee dated August 23, 1988, in the original stated principal amount of \$1,400,000.00, as amended, secured by a Mortgage, Security Agreement and Assignment of Rents dated August 23, 1988 and recorded as Document No. 88413639 in favor of Mortgagee encumbering the property commonly known as 111 East Oak Street, Chicago, Illinois.

4. The maturity date of the Note as set forth therein and as set forth in the Security Documents is hereby extended from June 30, 1992 to October 31, 1995.

5. Paragraph 2(a) of the Note is deleted in its entirety and the following is substituted in lieu thereof:

(a) Maker hereby promises to pay to the order of Payee the principal sum of One Million Eight Hundred Thousand and no/100 Dollars (\$1,800,000.00), or so much thereof as is from time to time advanced, in lawful money of the United States of America, and to pay interest at said office of the Lender on the balance of principal from time to time outstanding and unpaid hereon from the date hereof until the maturity hereof (whether by lapse of time, acceleration or otherwise) together with interest thereon as follows:

(i) prior to the Fixed Rate Conversion Date (as hereinafter defined), interest only, at the rate per annum equal to the Floating Interest Rate (as hereinafter defined), shall be paid monthly in arrears on the first day of each calendar month. "Floating Interest Rate" means the Prime Rate (as hereinafter defined) of Lender from time to time in effect plus one and one-half percent (1.5%). "Prime Rate" means such rate as Lender announces periodically to be its base

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rate and may not necessarily be the best rate charged by the Lender. The Floating Interest Rate shall fluctuate and be effective when and as the Prime Rate fluctuates.

(ii) From the Fixed Rate Conversion Date to that date which is one day prior to the first anniversary of the Fixed Rate Conversion Date, monthly installments of principal and interest, equal to the principal outstanding hereunder as of the Fixed Rate Conversion Date and interest thereon at the Fixed Interest Rate (as hereinafter defined) amortized over a twenty-five (25) year period, shall be paid on the first day of each calendar month. The "Fixed Interest Rate" shall mean that rate equal to the Three Year United States Treasury Note Rate as stated in the Wall Street Journal on the Fixed Rate Conversion Date plus three hundred (300) basis points.

(iii) From and after the first anniversary of the Fixed Rate Conversion Date to October 1, 1995, monthly installments of principal and interest, equal to the principal outstanding hereunder as of the Fixed Rate Conversion Date plus interest thereon at the Fixed Interest Rate amortized over a twenty (20) year period, shall be due and payable on the first day of each calendar month, with a final payment of all accrued, unpaid interest and the remaining principal of the indebtedness evidenced hereby due and payable on October 31, 1995 (the "Maturity Date").

As used herein, "Fixed Rate Conversion Date" shall mean that date selected by the Maker as the effective date for conversion to the Fixed Interest Rate, but in no event shall the Fixed Rate Conversion Date be later than October 31, 1992. Maker must give Payee written notice of Maker's selection of the date of the Fixed Rate Conversion Date at least five days prior to the Fixed Rate Conversion Date stated in the notice. In the event that Maker does not give Payee timely written notice of Maker's selection of the date of the Fixed Rate Conversion Date, the Fixed Rate Conversion Date shall be deemed to be October 31, 1992, without further action by Maker or Payee. As used herein, "Interest Rate" shall mean the Floating Interest Rate or the Fixed Interest Rate, whichever is then the applicable rate of interest.

6. Paragraph 3 of the Note is deleted in its entirety and the following is substituted in lieu thereof:

Maker may prepay all or any part of the principal balance of this Note prior to the Fixed Rate Conversion Date without paying a premium or fee. From the Fixed

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Rate Conversion Date to that date which is one day prior to the first anniversary of the Fixed Rate Conversion Date, Maker may prepay all, but not part, of the principal balance of the Note upon payment of a prepayment fee equal to the greater of (i) the Yield Amount (as hereinafter defined), or (ii) three percent (3%) of the then principal balance of the Note. From the first anniversary of the Fixed Rate Conversion Date to that day which is one day prior to the second anniversary of the Fixed Rate Conversion Date, Maker may prepay all, but not part, of the principal balance of the Note upon payment of a prepayment fee equal to the greater of (x) the Yield Amount, or (y) two percent (2%) of the then principal balance of the Note. From and after the second anniversary of the Fixed Rate Conversion Date, Maker may prepay the principal balance of the Note in payments of \$100,000.00 or more without paying a premium or fee.

For purposes of this Note, the "Yield Amount" shall be the amount calculated as follows:

(i) There shall first be determined, as of the date fixed for prepayment (the "Prepayment Date"), the amount, if any, by which the Interest Rate exceeds the yield to maturity percentage (the "Current Yield") for the United States Treasury Note closest in maturity to the Maturity Date (the "Treasury Note") as published in The Wall Street Journal on the fifth (5th) business day preceding the Prepayment Date (if (A) publication of The Wall Street Journal is discontinued, or (B) publication of the Current Yield of the Treasury Note in The Wall Street Journal is discontinued, Lender, in its sole discretion, shall designate another daily financial or governmental publication of national circulation);

(ii) The difference calculated pursuant to clause (i) above shall be multiplied by the outstanding principal balance hereof as of the Prepayment Date;

(iii) The product calculated pursuant to clause (ii) above shall be multiplied by the quotient, rounded to the nearest one-hundredth of one percent, obtained by dividing (A) the number of days from and including the Prepayment Date to and including the Maturity Date, by (B) 365; and

(iv) The sum calculated pursuant to clause (iii) above shall be discounted at the annual rate of the Current Yield to the present value thereof as of the Prepayment Date, on the assumption that said sum

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would be received in equal monthly installments on each monthly anniversary of the Prepayment Date prior to the Maturity Date, with the final such installment to be deemed received on the Maturity Date;

provided that Maker shall not be entitled in any event to a credit against, or a reduction of, the indebtedness evidenced hereby to be prepaid if the Current Value exceeds the Interest Rate or for any other reason.

Maker shall give Lender not less than fourteen (14) days prior written notice of any prepayment. If at any time an Event of Default exists under this Note, the Mortgage, or any other document evidencing or securing this Note, and as a result thereof Lender elects to declare the unpaid principal balance of this Note, together with all accrued unpaid interest thereon to be due and payable, such acceleration shall be deemed to be an evasion of the foregoing prepayment provisions and in such event, Maker agrees that in addition to the unpaid principal balance of this Note, together with all accrued and unpaid interest thereon, any prepayment fee required hereunder in the event of a prepayment shall be immediately due and payable.

7. The addition to Section 3 of the Mortgage added by paragraph 5 of the Sixth Note and Mortgage Modification Agreement is hereby amended by the deletion of the date "January 1, 1992" in the second line of the addition and the substitution of the date "October 1, 1992" in lieu thereof.

8. Borrower and Beneficiaries covenant and agree to pay the second installment of real estate taxes on the Mortgaged Premises due and payable in 1992 (the "1992 Second Installment") and to provide Mortgagee with a copy of a paid tax bill therefor on or prior to the due date thereof. Notwithstanding any grace period otherwise provided in the Mortgage, the Note, or any other Security Document, the failure of Borrower or Beneficiaries to pay the 1992 Second Installment on or prior to the due date thereof shall constitute an immediate Event of Default under the Note, Mortgage, and other Security Documents.

9. Borrower and Beneficiary shall pay to Mortgagee a loan extension fee in the amount of \$22,500.00. The fee shall be payable in two installments; \$13,500.00 upon execution of this Agreement and \$9,000.00 on the Fixed Rate Conversion Date. The second installment of the loan extension fee shall not be payable if the Note is prepaid in full prior to the Fixed Rate Conversion Date.

10. Borrower and Beneficiaries acknowledge that no defenses, offsets or counterclaims are, as of the date hereof, available to Borrower under the Note or any of the Security

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Documents. Borrower and Beneficiaries hereby remake and ratify all representations, warranties and agreements made by any of them in and upon the execution and delivery of the Note and other Security Documents.

11. Nothing herein contained shall impair the Note or Security Documents in any way nor alter, waive, annul, vary nor affect any provision, condition or covenant herein contained except as expressly herein provided nor affect or impair any right, power or remedy of Mortgagee, it being the intention of the parties hereto that the terms and provisions of the Note, Mortgage and Security Documents shall continue in full force and effect except as expressly modified in connection herewith.

12. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

13. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Agreement shall be made or claimed by Borrower or Beneficiaries, and no notice of any extension, change, modification or amendment, made or claimed by Borrower or Beneficiaries shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

14. The modifications provided for in this Agreement shall be effective only upon the satisfaction of the following conditions:

(a) As of the date of recordation of this instrument, the Note is in good standing, free from any default, and there is no default or event that with the passage of time, giving of notice or both would constitute a default hereunder or under the Note, Mortgage or other Security Documents;

(b) After the recordation of this Agreement with the Cook County Recorder of Deeds, Chicago Title Insurance Company ("Title Insurer") shall issue an endorsement (dated as of the date of the recording of this Agreement) to the ALTA Loan Policy previously issued to Mortgagee as Policy No. 7178234 pursuant to which the Title Insurer shall (i) increase the amount of insurance to \$1,900,000.00, and (ii) insure Mortgagee that the Mortgage, as amended hereby, constitutes a valid first lien on real estate, subject only to exceptions acceptable to Mortgagee;

(c) Delivery to Mortgagee of an opinion of counsel for Borrower and Beneficiaries satisfactory to Mortgagee;

(d) Delivery to Mortgagee of a Reaffirmation of Guaranty executed by Aaron Israel and David Israel;

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(e) Payment of the sum of \$13,500.00 in immediately available funds to Mortgagee as the first installment of the loan extension fee required pursuant to Paragraph 89 of this Agreement;

(f) Payment of all costs, fees and expenses incurred by Mortgagee in respect to the transactions described herein, including, without limitation, the fees of Mortgagee's attorneys;

(g) Delivery to Mortgagee of paid tax bills for the Mortgaged Premises showing all real estate taxes for the Mortgaged Premises currently due and payable paid in full; and

(h) Delivery to Mortgagee of such other documents as Mortgagee may reasonably request.

15. Except as herein expressly amended, the Note, Mortgage and other Security Documents shall continue unmodified and in full force and effect.

16. This Instrument is executed by Chicago Title and Trust Company, 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 Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or by proceeding against any other collateral security therefor.

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IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

Chicago Title and Trust Company, as Trustee under Trust Agreement dated January 20, 1987 and known as Trust No. 1089621 **AND NOT PERSONALLY**

By: [Signature]
Its: Asst. Vice President

[Signature]
David Israel

[Signature]
Miriam Israel

[Signature]
Aaron Israel

ATTEST:

LaSalle National Bank

By: [Signature]
Its: Senior Vice President

By: [Signature]
Its: President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 11th day of September, 1997, before me personally appeared NUSAN BECKER, President of CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust Agreement dated January 20, 1987 and known as Trust No. 1089621, to me known to be the same person whose name is subscribed to the foregoing instrument as such Trustee, and acknowledged that he signed and delivered said instrument as his free act and deed and as the free act and deed of said Company, for the uses and purposes therein mentioned.

WITNESS my signature and official seal at in the County of Cook and State of ILLINOIS, the day and year last aforesaid.

(NOTARY SEAL)

Sheila Davenport
Notary Public

My Commission Expires:



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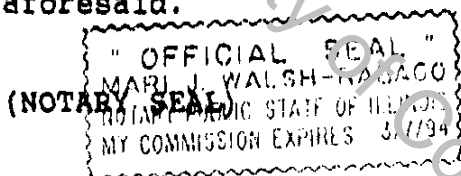
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STATE OF ILLINOIS)

COUNTY OF COOK) SS.
)

I HEREBY CERTIFY that on this 22 day of Sept, 1994 before me personally appeared David Israel, Miriam Israel, and Aaron Israel, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and severally acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Northbrook the County of Cook and State of Illinois the day and year last aforesaid.



Mari J. Walsh-Nabago
Notary Public

My Commission Expires: 3-1-94

Cook County Clerk's Office

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

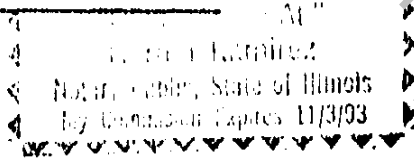
I, Norma Ramirez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Matthew S. Kopples, Asst. Vice President of LASALLE NATIONAL BANK, and Richard L. Bennett, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Secretary 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 the said Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix the said 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 11th day of September, 1992.

(NOTARY SEAL)

Norma Ramirez
Notary Public

My Commission Expires:



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EXHIBIT "A"

LEGAL DESCRIPTION

The East 1/2 of Lot 5 in Lawrence's Subdivision of Lot 7 in the Subdivision of the North 1/2 of Block 8 in the Subdivision by Commissioners of Illinois and Michigan Canal of the South fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

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