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

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72-71-749
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This Second Amendment to Note, Mortgage, Assignment of Leases and Rents and Other Loan Documents (the "Second Amendment") is made as of September 1, 1992, 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").

RECITALS

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 (the "Assignment of Leases");

(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.

In connection with Borrower's exercise of its option to extend the maturity date of the Loan, all of the foregoing were amended by that certain First Amendment to Note, Mortgage, Assignment of Leases and Rents and Other Loan Documents dated as of September 1, 1991 (the "First Amendment") and recorded in the Recorder's Office on October 30, 1991, as Document No. 91567450.

For purposes of this Second Amendment, the Note, Mortgage, Assignment, Collateral ABI, as amended by the First Amendment, and other documents and instruments evidencing and securing or

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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 certain understandings between Lender and Borrower, Borrower has another option to extend the maturity date of the Loan, to September 1, 1993 ("Second Extended Maturity Date"). Borrower desires to exercise such option.

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, 1993, 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 Second Extended Maturity Date.

2. The outstanding balance of the Loan if not sooner paid shall be due and payable in full on the Second Extended Maturity Date unless accelerated or prepaid in accordance with the Loan Documents. Lender acknowledges that Borrower has made principal payments totalling \$1,000,000 which has reduced the outstanding principal balance as of the date hereof to \$3,500,000.

3. Section 3.15 of the Mortgage is amended to provide that Borrower maintain a net worth of at least \$3,250,000, as determined in accordance with generally accepted accounting principles.

4. Borrower has entered into a certain Parking Facility Lease dated August 13, 1992, with Mid-City Parking Inc. (which, together with the Limited Guaranty of Lease executed in connection therewith shall be referred to as the "Parking Agreement") relating to the operation of the parking facility which is a part of the Property. Borrower hereby assigns to Lender and grants Lender an interest in the Parking Agreement and all income, rents, percentage rents and proceeds therefrom subject to and pursuant to the provisions of the Assignment of Leases.

5. 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.

6. Borrower hereby certifies and confirms to Lender that except as may previously been disclosed in writing to Lender, 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.

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7. All references to the Note contained in any of the Loan Documents shall be deemed to refer to the Note as amended by this Second 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 Second Amendment and to all subsequent amendments and modifications thereof.

8. 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.

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

10. This Second 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.

11. In consideration of the extension of the term of the Note, Borrower shall pay Lender concurrently with the execution hereof the amount of \$35,000 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.

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

13. 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.

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In Witness Whereof, this Second 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 ^{and not personally}

Attorney *[Signature]*
By *[Signature]*
Its VICE PRESIDENT

Lender:

LA SALLE NATIONAL BANK

By *[Signature]*
Its Officer

By *[Signature]*
Its Vice President

Prepared by: *mail*

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

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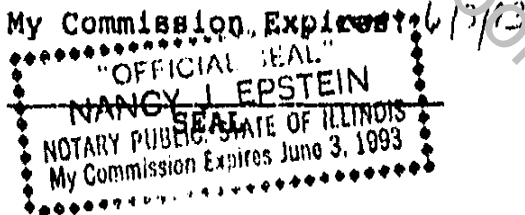
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STATE OF ILLINOIS)
COUNTY OF C O O K)

I, Nancy J. Epstein, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Donald R. Kautle, being the President of PEERLESS WEIGHING AND VENDING MACHINE CORPORATION, a Delaware corporation, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer he signed and delivered said instrument and executed the same as his 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 1st day of September, 1992.

Nancy J. Epstein
Notary Public



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

KATHLEEN E. BYE

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Corlana Bok VICE PRESIDENT and WILLIAM R. DETROIT ASSISTANT SECRETARY 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.

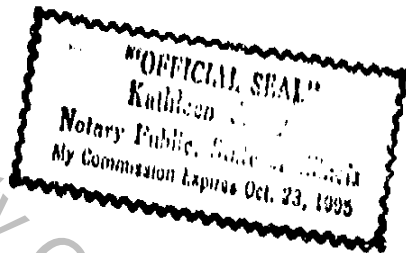
GIVEN under my hand and Notarial Seal, this 30th day of September, 1993.

Kathleen E. Bye

Notary Public

My Commission Expires:

SEAL



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STATE OF ILLINOIS)
COUNTY OF C O O K)

I, Ursula M. Slotkus, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Mack R. Attofer and Kent A. Hammerstein OF LA SALLE NATIONAL BANK, 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, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 30th day of September, 1992.

Ursula M. Slotkus

Notary Public

My Commission Expires:

" OFFICIAL SEAL "
URSULA M. SLOTKUS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/30/94

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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 HOYCE 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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