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COOK COUNTY, ILLINOIS -
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Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
(312) 782-0600

(Space Above This Line For Recorder's Use Only)

FIRST AMENDMENT TO MORTGAGE
[Belmont Avenue]

THIS FIRST AMENDMENT TO MORTGAGE (this "Amendment") is made as of September 30, 1992 by and between CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee under Trust Agreement dated October 2, 1991 and known as Trust Number 1096388 (herein, together with its successors and assigns, "Mortgagor"), having its office at 111 West Washington Street, Chicago, Illinois 60602 and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (herein, together with its successors and assigns, "Mortgagee"), with an office at 50 South LaSalle Street, Chicago, Illinois 60675.

RECITALS:

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A. The Term Loan Facility: Term Note and Mortgage. To evidence a term loan (the "Jewell Loan") made by Mortgagee to George L. Jewell ("Jewell"), the sole beneficiary of Mortgage, Jewell executed and delivered to Mortgagee, among other things, a certain Installment Note (as the same may have heretofore been or may hereafter be amended, modified, restated, supplemented or replaced from time to time, the "Term Note"), dated October 11, 1991, payable to the order of Mortgagee in the face principal amount of Seven Hundred Eighty Thousand and No/100 Dollars (\$780,000.00), with interest thereon as provided in the Term Note, subject to acceleration as provided in the Term Note, payable as provided therein with the unpaid balance and any accrued, unpaid interest being due and payable on or before October 31, 1996. To secure the obligations of Jewell under the Term Note, Mortgagor (which continues to be the sole owner and holder of fee simple title in and to all of the real estate described in Exhibit A attached hereto and made a part hereof) and Mortgagee entered into, among other things, a certain Mortgage, dated October 11, 1991, recorded in the office of the Recorder of Deeds for Cook County, Illinois on October 29, 1991 as Document Number 91563524 (as the same has heretofore been or

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may hereafter be amended, modified, restated or supplemented from time to time, the "Mortgage"). To further secure the obligations of Jewell under the Term Note, Chicago Title and Trust Company, not personally but solely as Trustee under Trust Agreement dated October 2, 1991 and known as Trust Number 1096188 (the "Wood Mortgage") and Mortgagee entered into, among other things, a certain Mortgage, dated October 11, 1991, recorded in the office of the Recorder of Deeds for Cook County, Illinois on October 30, 1991 as Document Number 91568290 (as the same has heretofore been or may hereafter be amended, modified, restated or supplemented from time to time, the "Wood Mortgage").

B. The Equity Credit Line Facility. Jewell and Mortgagee have heretofore entered into a certain Equity Credit Line Agreement dated October 11, 1991 (as the same has heretofore been or may hereafter be amended, modified or supplemented, the "Equity Credit Line"), pursuant to which Mortgagee has agreed to make loans (collectively, the "Equity Credit Loan") of up to Three Hundred Thousand and No/100 Dollars (\$300,000.00) from time to time, with interest thereon as provided in the Equity Credit Line, subject to acceleration as provided therein, payable as provided therein with the unpaid balance and any accrued, unpaid interest being due and payable on or before September 15, 1996. To secure the obligations of Jewell under the Equity Credit Line, Chicago Title and Trust Company, not personally but solely as Trustee under Trust Agreement dated October 2, 1991 and known as Trust Number 1095003 (the "Dearborn Mortgage") and Mortgagee entered into a certain Equity Credit Line Mortgage, dated October 11, 1991, recorded in the office of the Recorder of Deeds for Cook County, Illinois on October 29, 1991 as Document Number 91563522 (as the same has heretofore been or may hereafter be amended, modified, restated or supplemented from time to time, the "Equity Credit Line Mortgage").

C. The New Facility: Security Agreement and New Note. Concurrently with the execution and delivery of this Amendment, to evidence a term loan (the "Company Loan") made by Mortgagee to George L. Jewell Services, Ltd. (also known as George L. Jewell Catering Services, Ltd.), an Illinois corporation (the "Company"), the Company is executing and delivering to Mortgagee a certain Promissory Note dated as of even date herewith in the face principal amount of Four Hundred Eighty-Seven Thousand Fifty-Three and 01/100 Dollars (\$487,053.01) (as the same may be amended, modified, supplemented, restated or replaced, from time to time, the "New Note"), with interest thereon as provided in the New Note, subject to acceleration as provided in the New Note, payable as provided therein with the unpaid balance and any accrued, unpaid interest being due and payable on or before December 31, 1992. Jewell is the 100% owner of the outstanding capital stock of the Company. To secure the obligations of the Company under the New Note, Jewell has executed and delivered to

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Mortgagee, among other things: (i) a certain Security Agreement, dated as of even date herewith, from the Company to Mortgagee (as the same may be amended, modified, supplemented, restated or replaced, from time to time, the "Security Agreement"); (ii) a certain Mortgage, dated as of even date herewith and soon to be recorded in the office of the Register of Deeds for Berrien County, Michigan (as the same may be amended, modified, restated or supplemented from time to time, the "Michigan Mortgage"); and (iii) a certain Guaranty dated as of even date herewith (as the same may be amended, modified, restated or supplemented from time to time, the "Guaranty").

D. This Amendment. The Mortgagor and the Mortgagee have agreed to amend the Mortgage (among other things): (i) to secure, in addition to the Term Note, the Equity Credit Line, the Guaranty and the New Note; (ii) to provide for a cross-defaulting of the obligations of Jewell, the Company, the Dearborn Mortgagor and the Wood Mortgagor so that a default under any document evidencing or securing any indebtedness to Mortgagee incurred under either the Jewell Loan, the Equity Credit Loan or the Company Loan shall be a default under any other document evidencing or securing any other indebtedness to Mortgagee; and (iii) to provide for a cross-collateralization between the collateral for the Jewell Loan, the Equity Credit Loan, and the Company Loan so that, in the event of a default under any document evidencing or securing any indebtedness to Mortgagee incurred under either the Jewell Loan, the Equity Credit Loan or the Company Loan, Mortgagee shall be entitled to proceed against any collateral given to secure either the Jewell Loan, the Equity Credit Loan or the Company Loan.

NOW THEREFORE, in consideration of the New Note and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Mortgagor and the Mortgagee, the Mortgagor and the Mortgagee agree as follows:

1. Each of the above recitals is hereby incorporated into the Mortgage, and Mortgagee represents and warrants that each of the above recitals are true and correct as of the date of this Amendment.

2. All references to "note" or "Note" in the Mortgage, except where the context otherwise requires, shall hereafter mean and include the New Note and the Equity Credit Line in addition to the Term Note.

3. The words "*** notwithstanding any provision herein to the contrary in no event will the outstanding principal amount of the Indebtedness hereby secured at any time exceed \$780,000.00" at the bottom of the left-hand column of text on page one of the Mortgage are hereby deleted and replaced with the words "***

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notwithstanding any provision herein to the contrary in no event will the outstanding principal amount of the Indebtedness Hereby Secured at any time exceed \$3,000,000.00".

4. The words "*" and the maximum amount secured by this mortgage is expressly limited to \$780,000.00" at the top of page two of the Mortgage are hereby deleted and replaced with the words "*" and the maximum amount secured by this mortgage is expressly limited to \$3,000,000.00".

5. The term "Indebtedness Hereby Secured" as used in the Mortgage shall mean, in addition to and not in limitation of the other things meant thereby and included therein, all obligations of Jewell, the Dearborn Mortgagor, the Wood Mortgagor or the Company to Mortgagee under or in connection with the Jewell Loan, the Wood Mortgage, the Equity Credit Loan, the Equity Credit Line, the Equity Credit Line Mortgage, the Company Loan, the Michigan Mortgage, the Guaranty, the New Note and the Security Agreement.

6. The term "Event of Default" as used in the Mortgage shall mean, in addition to and not in limitation of the other things meant thereby and included therein, any Default, Event of Default, or any other default or failure to comply with the terms and conditions (which default or failure is not cured within any applicable cure period, or if none, within seven (7) days if the cure for such default or failure requires the payment of money, or within thirty (30) days if the cure for such default or failure does not require the payment of money) of any of the following documents: (i) the Equity Credit Line; (ii) the Equity Credit Line Mortgage; (iii) the Wood Mortgage; (iv) the New Note; (v) the Security Agreement; (vi) the Michigan Mortgage; (vii) the Guaranty; or (viii) any other document, whether executed and delivered prior to or concurrently with the execution and delivery of this Amendment, which is or was given to evidence or secure the obligations of Jewell or the Company to the Mortgagee.

7. All references in the Mortgage to "this Mortgage", "herein", "hereof", "hereunder" or words of like import shall be deemed to mean and include the Mortgage as amended hereby.

8. The Mortgagor expressly agrees and understands that this Amendment shall not be construed as a novation of the Mortgage.

9. Except as and to the extent amended by this Amendment, the Mortgage and all of the terms, conditions and provisions thereof shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

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10. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee executed and delivered this Amendment pursuant to proper authority duly granted, as of the date first above written.

MORTGAGOR:

CHICAGO TITLE AND TRUST COMPANY,
not personally but solely as
Trustee as aforesaid

By: _____
Name: MEGANIE M. HINDS
Title: ASST. VICE PRESIDENT

Attest: [Signature]
Name: FRONICA THURCK
Title: Asst. Secretary

MORTGAGEE:

THE NORTHERN TRUST COMPANY, an
Illinois banking corporation

By: [Signature]
Name: James M. Wilber
Title: Vice President

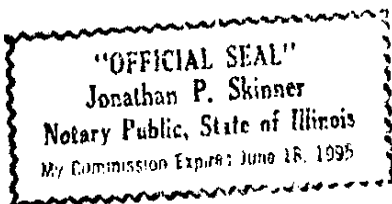
Attest: [Signature]
Name: THE NORTHERN TRUST COMPANY
Title: VICTORIA ANTONI
ASSISTANT SECRETARY

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STATE OF Illinois)
COUNTY OF COOK) SS.

I, JONATHAN P. SKINNER, a Notary Public, do hereby certify that JAMES M. WILBER, personally known to me to be the VICE PRESIDENT of THE NORTHERN TRUST COMPANY, an Illinois banking corporation, and VICTORIA ANTONI, personally known to me to be the ASSISTANT SECRETARY of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person and severally acknowledged that as such VICE PRESIDENT and ASSISTANT SECRETARY they signed and delivered the said document as VICE PRESIDENT and ASSISTANT SECRETARY of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of OCTOBER, 1992.



Jonathan P. Skinner
Notary Public

Type or
Print Name: JONATHAN P. SKINNER

My commission expires:
JUNE 18, 1995

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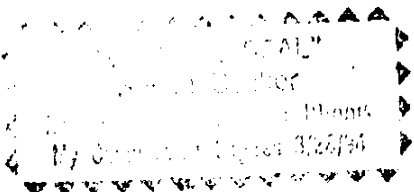
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STATE OF Illinois)
)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public, do hereby certify that MELANIE M. HINDS, personally known to me to be the ASST. VICE PRESIDENT of CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, not personally but solely as Trustee under Trust Agreement dated October 2, 1991 and known as Trust Number 1096388, and REMONDA TULLOCH, personally known to me to be the ASST. SECRETARY of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person and severally acknowledged that as such ASST. VICE PRESIDENT and ASST. SECRETARY they signed and delivered the said document as ASST. VICE PRESIDENT and ASST. SECRETARY of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of ~~September~~, 1992.
October



Susan Becker
Notary Public

Type or
Print Name: _____

My commission expires:

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EXHIBIT A

Description of the Land

LOTS 25, 26, AND 27 IN BLOCK 7 IN BAXTER'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 1100-1110 West Belmont Avenue, Chicago, Illinois 60657

P.I.N.: 14-20-422-044-0000

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