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THIRD LOAN MODIFICATION AGREEMENT

THIS THIRD LOAN MODIFICATION AGREEMENT ("Agreement") is made this 16th day of January, 1992, between and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Lender"), a national banking association located at 33 North LaSalle Street, Chicago, Illinois; MEDIATECH, INC. ("Mediatech"), an Illinois corporation located at 110 West Hubbard, Chicago, Illinois; THOMAS H. BAUR ("Baur"), an individual residing in Chicago, Illinois; CHICAGO TITLE AND TRUST COMPANY, not individually but as trustee ("Marshfield Trustee") under trust Agreement dated the 4th day of April, 1986 and known as Trust No. 1087719 ("Marshfield Trust"); 110 DEVELOPMENT COMPANY ("110 Development"), an Illinois limited partnership doing business at 110 West Hubbard, Chicago, Illinois; and LASALLE NATIONAL TRUST, N.A., as Successor Trustee to LaSalle National Bank, not individually but as trustee ("Hubbard Trustee") under Trust Agreement dated the 1st day of April, 1982 and known as Trust No. 104749 ("Hubbard Trust") (Except as otherwise provided herein, "Borrowers" shall individually and collectively refer to Mediatech, Baur, Marshfield Trustee, 110 Development and Hubbard Trustee).

R E C I T A L S

WHEREAS, Mediatech, MEDIATECH OF NEW YORK, INC., formerly a New York corporation ("Mediatech New York") and Lender are parties to that certain Loan and Security Agreement dated October 16, 1989 (the "Loan Agreement"), the terms and provisions of which are incorporated herein by this reference; and

WHEREAS, the terms of the Loan Agreement provide that Mediatech and Mediatech New York borrow and Lender lend certain amounts, the repayment of said loans to be secured by all of Mediatech's and Mediatech New York's existing and/or owned and later arising and/or acquired assets (the "Mediatech Collateral"), more fully described on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, pursuant to the terms of the Loan Agreement, Mediatech and Mediatech New York executed and delivered to Lender:

(i) A Secured Installment Note, dated October 16, 1989, in the principal amount of Two Million Six Hundred Ninety Five Thousand Seven Hundred Fifty-Nine and 22/100 Dollars (\$2,695,759.22) (the "Term Note"); and

(ii) A Secured Revolving Promissory Note, dated October 16, 1989, in the principal amount of Two Million Five Hundred Thousand and no/100 Dollars (\$2,500,000.00) (the "Credit Line Note"); and

WHEREAS, Mediatech New York was merged into Mediatech, effective February 28, 1990, pursuant to a Plan and Agreement of Merger dated December 28, 1989, the terms of which make Mediatech the successor to Mediatech New York; and

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WHEREAS, Baur was at the time of execution of the Loan Agreement and still is the controlling shareholder of Mediatech and one of its directors and its president; and

WHEREAS, Baur was at the time of execution of the Loan Agreement and still is the general partner of 110 Development; and

WHEREAS, pursuant to the terms of the Loan Agreement and to induce Lender to advance monies to Mediatech and Mediatech New York, Baur executed and delivered to Lender that certain Guaranty Agreement of Thomas H. Baur dated October 16, 1989 (the "Baur Guaranty"), guarantying payment to Lender by Mediatech and Mediatech of New York of all obligations of Mediatech and Mediatech New York to Lender; and

WHEREAS, to obtain monies sufficient to secure release of existing liens against the property commonly known as 1740 Marshfield, Chicago, Illinois (the "Marshfield Property"), more fully described on Exhibit "B" attached hereto and incorporated herein, Baur and Marshfield Trustee executed and delivered to Lender a Secured Installment Note, dated October 16, 1989, in the principal amount of \$131,605.25 (the "1740 Note"); and

WHEREAS, pursuant to the terms of the Loan Agreement and to secure payment and performance of the Loan Agreement, Term Note, Credit Line Note, Baur Guaranty, 1740 Note, 110 Security Documents, as defined below, and related documents with the Marshfield Property and other property, Baur and/or the Marshfield Trustee executed and delivered to Lender, among other documents, the following:

(i) a Mortgage and Security Agreement ("Marshfield Mortgage"), dated October 16, 1989, which document was recorded October 24, 1989 as Document No. 89504132 in the office of the Recorder of Deeds of Cook County, Illinois; and

(ii) an Assignment of Rents and Leases (the "Marshfield Assignment of Rents"), dated October 16, 1989, which document was recorded October 24, 1989 as Document 89504133 in the office of the Recorder of Deeds in Cook County, Illinois; and

(iii) a Security Agreement and Security Assignment under Land Trust ("Marshfield ABI"), dated October 16, 1989, encumbering on behalf of Lender the beneficial interest in the Marshfield Trust; and

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(iv) a Pledge of Partnership Interest ("Baur Partnership Pledge"), dated October 16, 1989, encumbering on behalf of Lender all of Baur's interest in 110 Development. (The Marshfield Mortgage, Marshfield Assignment of Rents, Marshfield ABI, Baur Partnership Pledge, and Revised Guaranty, as defined below, are hereafter sometimes referred to as the "Baur Security Documents"); and

WHEREAS, pursuant to the terms of the Loan Agreement and to induce Lender to advance monies to Mediatech and Mediatech New York, 110 Development executed and delivered to Lender that certain Nonrecourse Guaranty Agreement of 110 Development Company (the "110 Development Guaranty"), guarantying to Lender, to the extent of the value of the Hubbard Property, defined below, the payment by Mediatech and Mediatech New York of all obligations of Mediatech and Mediatech New York to Lender; and

WHEREAS, to obtain monies sufficient to acquire the property commonly known as 110 West Hubbard, Chicago, Illinois ("Hubbard Property"), as more fully described on Exhibit "C" attached hereto and incorporated herein, 110 Development and the Hubbard Trustee executed and delivered to Lender a Nonrecourse Secured Installment Note, dated October 16, 1989, in the principal amount of \$172,635.53 (the "110 Note"), and

WHEREAS, pursuant to the terms of the Loan Agreement and to secure payment and performance of the Loan Agreement, Term Note, the Credit Line Note, 110 Development Guaranty, 110 Note, Baur Security Documents and related documents with the Hubbard Property, 110 Development and/or the Hubbard Trustee executed and delivered to Lender, among other documents, the following:

(i) a Mortgage and Security Agreement ("Hubbard Mortgage"), which document was recorded October 24, 1989 as Document No. 89504136 in the office of the Recorder of Deeds of Cook County, Illinois; and

(ii) an Assignment of Rents and Leases (the "Hubbard Assignment of Rents"), which document was recorded October 24, 1989 as Document No. 89504137 in the office of the Recorder of Deeds in Cook County, Illinois; and

(iii) a Security Agreement and Security Assignment under Land Trust ("Hubbard ABI"), encumbering on behalf of Lender the beneficial interest in the Hubbard Trust. (The Hubbard Mortgage, Hubbard Assignment of Rents and Hubbard ABI are sometimes hereinafter collectively the "110 Security Documents"); and

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WHEREAS, Mediatech previously failed or neglected to perform, keep or observe certain covenants contained in the Loan Agreement, regarding an obligation to maintain minimum Capital (as that term is defined in Section 6.08 of the Loan Agreement) ("Minimum Capital") in Mediatech; and

WHEREAS, to induce Lender to forbear exercise of any right or remedy Lender may have had regarding said defaults, Borrowers executed and delivered to Lender that certain Loan Modification Agreement (the "First Modification"), dated July 30, 1990 and recorded August 24, 1990, as Document No. 90414098 in the office of the Recorder of Deeds of Cook County, Illinois, which document modified certain terms and provisions of the Loan Agreement and Loan Documents, as defined in the First Modification; and

WHEREAS, pursuant to the First Modification, Baur executed and delivered to Lender a Revised Guaranty (the "Revised Guaranty"), dated July 31, 1990; and

WHEREAS, Borrowers have failed or neglected to perform, keep or observe certain of the obligations of Borrowers regarding the Minimum Capital requirement pursuant to the Loan Agreement and Loan Documents, as modified by the First Modification and the Revised Guaranty; and

WHEREAS, to induce Lender to forbear exercise of any right or remedy Lender may have had regarding said defaults, Borrowers executed and delivered to Lender that certain Second Loan Modification Agreement (the "Second Modification"), dated February 14, 1991 and recorded February 19, 1991 as Document No. 91077764 in the office of the Recorder of Deeds of Cook County, Illinois, which document modified certain terms and provisions of the Loan Agreement and Loan Documents, as defined in the First Modification; and

WHEREAS, pursuant to the Second Modification, Borrower executed and delivered to Lender dated February 14, 1991 (i) a Revised Term Note (the "Revised Term Note"), (ii) a Revised Credit Line Note (the "Revised Credit Line Note"), (iii) a Revised 1740 Note (the "Revised 1740 Note"), (iv) a Revised 110 Note (the "Revised 110 Note") (the Revised Term Note; Revised Credit Line Note, Revised 1740 Note and Revised 110 Note are collectively the "Revised Notes"); and

WHEREAS, the total principal and interest which is unpaid on each of the Revised Notes as of January 16, 1992 is as follows:

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Revised Term Note	-	\$	2,303,557.95
Revised Credit Line Note	-	\$	1,954,983.95
Revised 1740 Note	-	\$	111,500.49
Revised 110 Note	-	\$	151,107.06

WHEREAS, the Maturity Date, as defined in the Revised Credit Line Note, of the Revised Credit Line Note is October 16, 1991; and

WHEREAS, as a result of continued negotiations between the parties hereto, Borrowers have not paid Lender all amounts due pursuant to the Revised Credit Line Note by October 16, 1991; and

WHEREAS, Borrowers desire that Lender forebear exercise of any rights or remedies available to Lender as a result of said failure of payment; and

WHEREAS, Borrowers and Lenders have agreed upon additional modifications to the Loan Documents, as previously amended; and

WHEREAS, Borrowers acknowledge said modifications are offered in good faith by Lender in an attempt to collect amounts due Lender without unduly burdening Borrowers; and

WHEREAS, Borrowers acknowledge said modifications will not render any of Borrowers insolvent or bankrupt or otherwise affect any of their ability to transact business in the ordinary course.

NOW THEREFORE, in consideration of the above recitals and of any loan, advance, extension of credit and/or other financial accommodations at any time made by Lender to or for the benefit of Mediatech, Baur or 110 Development, affiliates of Mediatech, Baur or 110 Development, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are incorporated herein by this reference as if set forth herein at length.

2. This Agreement incorporates all terms and provisions of the Loan Agreement, First Modification, Second Modification, Second Modification Term Note, Credit Line Note, 1740 Note, Baur Security Documents, 110 Note, 110 Security Documents, Revised Guaranty, Revised Notes and any and all other documents delivered at any time by any of Borrowers in connection with the Loan Agreement (the "Loan Documents"). In the event of a conflict between the terms of this Agreement and the terms of any and all other Loan Documents, the terms contained in this Agreement shall prevail.

3. Borrowers agree to and hereby restate and reaffirm their respective obligations pursuant to the Loan Documents, as modified

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herein, and hereby represent and warrant to Lender that as of the date hereof, except with regard to failure to pay amounts due pursuant to the Credit Line Note, as referenced above: (i) there is no default existing nor have Borrowers failed to perform any covenant, term or provision on their respective parts to be performed pursuant to any Loan Document; and (ii) all representations and warranties contained in the Loan Documents are true and correct in all respects.

4. Borrowers acknowledge and agree that as modified herein the Revised Notes and all other Loan Documents are good and valid documents and in all respects free from any and all defenses as of the date of this Agreement, both in law and equity.

5. Notwithstanding anything herein contained to the contrary, this Agreement shall not affect any right or remedy available to Lender against any of Borrowers as a result of any default not expressly acknowledged or set forth herein.

6. All amounts due Lender pursuant to the Revised Credit Line Note shall be paid on or before October 16, 1992, unless earlier paid or required to be paid.

7. Lender shall continue to furnish a letter of credit on behalf of Mediatech in the amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00) with an expiration of December 31, 1992 and upon such other terms as are acceptable to Lender. The amount of said letter of credit issued by Lender to Mediatech shall not reduce the amount of funds available to Mediatech under the Revolving Credit Line. Lender's charge for furnishing a letter of credit shall be one percent (1%) of the amount of the letter of credit, payable in equal quarterly installments in advance.

8. In addition to any other representations contained in the Loan Agreement, as amended, Borrowers agree at no time during the remainder of the term of any of the Loan Agreement, as amended, Revised Credit Line Note or Revised Term Note shall the net compensation payable to Baur exceed Six Hundred Thousand and no/100 (\$600,000.00) per calendar year. For purposes hereof, net compensation shall be defined as the total cash or other remuneration paid to Baur, plus any dividends, repayment of loans, distributions on account of equity ownership or other similar obligations due to Baur from Mediatech, and less any amounts recontributed by Baur to Mediatech as capital, subordinated debt or for any other equity interest in Mediatech. Notwithstanding anything contained in this paragraph to the contrary, Lender may, at its sole discretion, upon maturity of the Revised Credit Line Note, renegotiate Baur's annual net compensation restriction.

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9. Mediatech represents and warrants to Lender that Mediatech shall maintain minimum tangible net worth in Mediatech of the following amounts as of the following dates:

<u>AMOUNTS</u>	<u>DATE</u>
<\$150,000.00>	January 1, 1992
<\$100,000.00>	March 31, 1992
\$150,000.00	June 30, 1992
\$450,000.00	September 30, 1992
\$850,000.00	December 31, 1992, and at all times thereafter amounts are due to Lender under any Loan Document.

"Tangible Net Worth" shall mean the excess of total assets over total liabilities not specifically subordinate to Lender, excluding, however, from the determination of total assets (a) goodwill, organizational expenses, research and development expenses, trademarks, trade names, copyrights patents, patent applications, licenses and rights in any thereof, and other similar intangibles, (b) all prepaid expenses, deferred charges or unauthorized debt discount and expense, (c) all reserves carried and not deducted from assets, (d) any write-up in the book value of any asset resulting from a revaluation thereof subsequent to the date of acquisition thereof and (e) any items not included in clauses (a) through (d) above which are treated as intangibles in conformity with generally accepted accounting principles.

10. Mediatech represents and warrants to Lender that Mediatech shall maintain as of the last date of each fiscal quarter a ratio of (i) Cash Flow minus expenditures made for fixed or capital assets to (ii) the sum of (a) mandatory payments due under Indebtedness for the comparable period less amounts deposited in accordance with the Cash Collateral Agreement with Chemical Bank (which deposited amounts shall not exceed the scheduled principal payments for the relevant year under the Loan Agreement dated as of October 1, 1985 between Mediatech and the Industrial Development Authority of the City of Los Angeles) plus (b) cash dividends, of not less than 1.50:1.

"Cash Flow" is defined as the sum of (i) pretax income or deficit, excluding extraordinary gains and the write up of any asset for such period plus (ii) depreciation and amortization expense and other non-cash expense items for such period plus (iii) equity investments in or loans to the Borrower from the Borrower's shareholders less loans or advances to such shareholders during such period.

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"Indebtedness" shall mean (i) obligations for borrowed money, (ii) obligations for the deferred purchase price of property, other than accounts payable arising in the ordinary course of business, (iii) assumed obligations secured by liens, (iv) obligations which are evidenced by notes, acceptances or other similar instruments, (v) guarantees, (vi) capitalized leases, and (vii) obligations for which such person is obligated pursuant to a letter of credit.

The Borrower shall submit in writing no later than 45 days after the end of each fiscal quarter a written computation of the above ratio and statement of compliance with this paragraph 10, which computation and statement shall be in the form of Exhibit "D" hereto and shall be signed and certified by the Vice President-Finance of Mediatech.

11. Mediatech represents and warrants to Lender that Mediatech shall not make Capital Expenditures that, in the aggregate, shall exceed Five Hundred Thousand and no/100 Dollars (\$500,000.00) in any fiscal year, without the prior written consent of Lender, which consent is not to be unreasonably withheld.

"Capital Expenditures" shall mean all payments made, property transferred or indebtedness incurred or any fixed assets or improvements, or replacements, substitutions or additions thereto, that have a useful life of more than one year and which are required to be capitalized under generally accepted accounting principles in effect during the subject fiscal year.

12. Baur shall execute and deliver to Lender contemporaneously herewith a Subordination Agreement in the form attached hereto as Exhibit "E".

13. Within thirty (30) days from the date of this Agreement, Borrowers shall obtain the consent of all limited partners of 110 Development to enter into this Agreement and obtain such other consents, affidavits and documentary requirements as Lender or Lender's counsel may reasonably require.

14. Borrowers hereby agree to pay all of Lender's expenses arising out of and in connection with this Agreement including, but not limited to, recording costs, title insurance premiums and reasonable attorneys' fees expended in the preparation of this Agreement and necessary documentation hereunder.

15. Borrowers agree this Agreement may be placed of record or otherwise filed or recorded in the sole discretion of Lender.

16. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations,

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covenants, undertakings and agreements herein made on the part of the Marshfield Trustee which in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Marshfield Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Marshfield Trustee of and for the purpose or with the intention of binding said Marshfield trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein (Marshfield Trust), and this instrument is executed and delivered by said Marshfield Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Marshfield Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Marshfield Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

17. This Third Loan Modification Agreement is executed by LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, not personally but as Trustee under Trust No. 104749 in the exercise of the power and authority conferred upon and vested in it as such Trustee (as said LaSalle National Trust, N.A. hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LaSalle National Trust, N.A. personally to pay 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 hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LaSalle National Trust, N.A. personally are concerned, the legal holders of the note and owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warranty, indemnify, defend title nor is it responsible for any environmental damage.

18. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision.

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Third Loan Modification Agreement as of the date first above written.

MEDIATECH, INC.

BY: Robert E. Durham
TITLE: SR. V.P.

ATTEST: India A. Reese
TITLE: VP Finance

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY: Michael J. Kowalski
TITLE: 2nd VP

ATTEST: Michael J. Kowalski
TITLE: 2nd VP

110 DEVELOPMENT COMPANY, an Illinois limited partnership

BY: Thomas H. Baur
TITLE: General Partner

ATTEST: _____
TITLE: _____

LASALLE NATIONAL TRUST, N.A., as Successor Trustee to LaSalle National Bank, as trustee aforesaid and not personally

BY: [Signature]
TITLE: ASST VICE PRESIDENT

ATTEST: Susan M. Ryan
TITLE: ASSISTANT SECRETARY

CHICAGO TITLE AND TRUST COMPANY, as Trustee aforesaid AND NOT PERSONALLY

BY: Susan Bales
TITLE: Asst. Vice President

ATTEST: Deborah K. [Signature]
TITLE: ASST. SECRETARY

Thomas H. Baur
THOMAS H. BAUR

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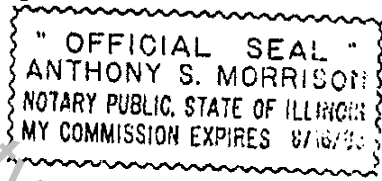
STATE OF ILLINOIS)
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) SS
COUNTY OF COOK)

I, Anthony S. Morrison, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert E. Derham and Sandra A. Reese, of said MEDIATECH, INC., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sp. Vice President and Vice President, 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 the said Robert E. Derham then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument 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 16 day of January, 1992.

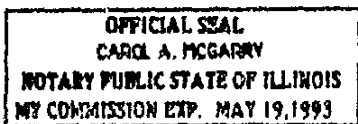
Anthony S. Morrison
Notary Public

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)



I, Carol A. McGarry, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael J. Knowles and _____, of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice Pres. and _____, 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 Michael J. Knowles then and there acknowledged that he, as custodian of the corporate seal of said bank, did affix the corporate seal of said bank to said instrument 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 21st day of January, 1992.



Carol A. McGarry
Notary Public

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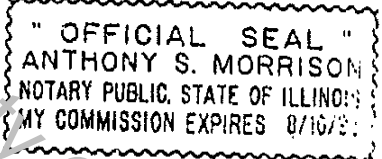
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Anthony S. Morrison, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas H. Baur and Robert E. Derham, of said 110 DEVELOPMENT COMPANY, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such General Partner and Limited Partner, 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 limited partnership, for the uses and purposes therein set forth; and the said Robert E. Derham then and there acknowledged that he, as custodian of the seal of said limited partnership did affix the seal of said limited partnership to said instrument as the free and voluntary act of said limited partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of January, 1992.

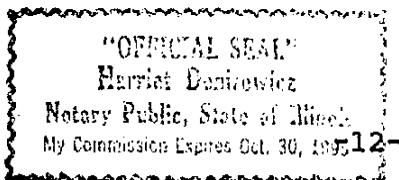
[Signature]
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Corinne Bek and SUSAN M. LOGAN, of said LASALLE NATIONAL TRUST, N.A., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such FIRST VICE PRESIDENT and ASSISTANT 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 ASSISTANT SECRETARY then and there acknowledged that he, as custodian of the corporate seal of said bank, did affix the corporate seal of said bank to said instrument 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 17th day of January, 1992.



[Signature]
Notary Public

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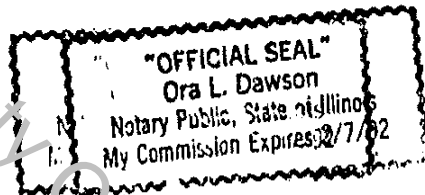
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that SUSAN [unclear] and DOROTHY CATALANO, of said CHICAGO TITLE AND TRUST COMPANY, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and ASST. 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 company, for the uses and purposes therein set forth; and the said ASST. SECRETARY then and there acknowledged that he, as custodian of the corporate seal of said company did affix the corporate seal of said company to said instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of January, 1992.

Ora L. Dawson
Notary Public

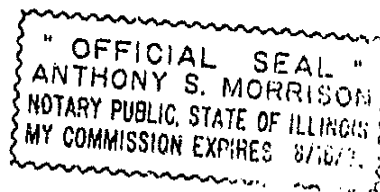
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that THOMAS W. BAUR, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 16 day of January, 1992.

Anthony S. Morrison
Notary Public



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EXHIBIT "A"

MEDIATECH COLLATERAL

Mediatech's existing and/or owned and later arising and/or acquired assets including, without limitation, the following: (a) Accounts and all goods whose sale, lease or other disposition by Mediatech has given rise to Accounts or have been returned to or repossessed or stopped in transit by Mediatech; (b) General Intangibles; (c) Inventory, wherever located, whether in transit, held by others for Mediatech; covered by warehouse receipts, purchase orders and contracts, or in the possession of any carriers, forwarding agents, truckers, warehousemen, vendors, or other Persons, as defined in the Loan Agreement; (d) Equipment; (e) monies, reserves, deposits, certificates of deposit and deposit accounts and interest or dividends thereon, securities, cash, cash equivalents and other property now or at any time or times hereafter in the possession or under the control of Lender or its bailee; (f) real estate; (g) leasehold improvements; (h) records; (i) all accessions to any of the Collateral, as defined in the Loan Agreement, and all substitutions, renewals, improvements and replacements of and additions thereto; (j) all other personal property or fixtures of Mediatech in which Mediatech heretofore, now and/or from time to time hereafter has granted or will grant to Lender a security interest, assignment, lien, claim or other encumbrance; and (k) all products and proceeds of the foregoing (whether such proceeds are in the form of cash, cash equivalents, proceeds of insurance policies, Accounts, General Intangibles, Inventory, Equipment, Records or otherwise).

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EXHIBIT "B"

LEGAL DESCRIPTION OF 1740 MARSHFIELD, CHICAGO, ILLINOIS ("Marshfield Property")

LOTS 1 TO 6 BOTH INCLUSIVE AND THE NORTH 12 3/4 INCHES OF LOT 7,
ALL IN DILLARD'S RESUBDIVISION OF LOTS 70 TO 87 BOTH INCLUSIVE,
AND LOTS 99 TO 116 BOTH INCLUSIVE IN J.G. KENNON'S SUBDIVISION OF
BLOCK 24 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4
OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EACH OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 14-31-422-018
14-31-422-019

THIS INSTRUMENT PREPARED BY
AND SHALL BE RETURNED TO:

RICK L. HINDMAND, ESQ.
MALK HARRIS & MILLER
212 EAST OHIO STREET
SUITE 500
CHICAGO, IL 60611

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EXHIBIT "C"

LEGAL DESCRIPTION OF 110 WEST HUBBARD, CHICAGO, ILLINOIS ("Hubbard Property")

LOT 3 IN BLOCK 6 IN WOLCOTT'S ADDITION TO CHICAGO, BEING A
SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9,
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

PIN 17-09-253-012

THIS INSTRUMENT PREPARED BY
AND SHALL BE RETURNED TO:

RICK L. HINDMAND, ESQ.
MARR HARRIS & MILLER
212 EAST OHIO STREET
SUITE 500
CHICAGO, IL 60611

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EXHIBIT "D"

CERTIFICATION OF COMPLIANCE

[MEDIATECH, INC. Letterhead]

American National Bank and
Trust Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690
Attn: Paul Carlisle

Gentlemen:

Reference is hereby made to the Third Loan Modification Agreement dated January 16, 1992 (as amended and in effect from time to time, the "Agreement") between and among American National Bank and Trust Company of Chicago ("Lender"), Mediatech, Inc. ("Mediatech"), Thomas H. Baur, Chicago Title and Trust Company, not individually but as trustee under Trust Agreement dated April 4, 1986 and known as Trust No. 1087719, 110 Development Company, and LaSalle National Trust, N.A., as Successor Trustee to LaSalle National Bank, not individually but as trustee under Trust Agreement dated April 1, 1982 and known as Trust No. 104749. All terms used herein and not otherwise defined herein shall have the respective meanings attributed to such terms in the Agreement.

Pursuant to Paragraph 10 of the Agreement, Mediatech hereby certifies and warrants to Lender as of the date hereof that Mediatech is in compliance with Paragraph 10 of the Agreement for the three-month period ending _____ as is evidenced by the attached computations.

Sincerely,

MEDIATECH, INC.

By: _____
Corporate Vice-President Finance

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MEDIATECH, INC.
THREE-MONTH PERIOD ENDING _____

Cash Flow

Pre-tax income (loss) excluding extraordinary
item and asset writeups \$ _____

Depreciation and amortization expense _____

Note receivable - 110 Development Co. _____

Net loans or advances from shareholders _____

Equity in net earnings of 110 Development Co. _____

Cash flow \$ _____

Less: Capital expenditures (_____)

(A) _____

Mandatory payments due under indebtedness \$ _____

Less: Amounts deposited under the Cash

Collateral Agreement with Chemical Bank (_____)

(B) _____

Fixed charge coverage ratio (A)/(B) _____

Required ratio 1.50

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EXHIBIT "E"

SUBORDINATION AGREEMENT

In consideration of financial accommodation now or that hereafter may be extended by American National Bank and Trust Company of Chicago (hereinafter called "Bank"), to Mediatech, Inc., a corporation doing business at 110 West Hubbard Street, Chicago, Illinois 60610 (hereinafter called "Debtor"), and to induce the Bank to extend such credit, directly or contingently, and/or to make such loans, advances, discounts, renewals or extensions as it may from time to time extend and/or make to or for the account of the Debtor, and/or to have such financial or other dealings with the Bank as the Debtor and the Bank may have, and for other good and valuable considerations, the receipt of which is hereby acknowledged, Thomas H. Baur (hereinafter called the "Creditor") hereby agrees that all claims and demands which the Creditor now has or may hereafter have or acquire against the Debtor pursuant to that certain promissory note dated January 15, 1992, in the principal sum of Four Million Thirty-Three Thousand and no/100 Dollars (\$4,033,000.00) (the "Note") are not to be payable, and that no payment on account thereof, nor any security therefore, shall be received, accepted or retained by the Creditor unless and until the Debtor has paid and satisfied in full all its obligations to the Bank of every kind and description, direct or contingent, due or not due, secured or unsecured, original, renewed or extended, and whether now in existence or hereafter arising and the Debtor agrees not to make payment or to give any security to the Creditor except in conformity herewith; provided, however, that this Agreement shall not apply to interest due and payable under the Note.

The Creditor and the Debtor represent to the Bank that pursuant to the Note the Debtor now owes the Creditor the principal sum of Four Million Thirty-three Thousand and no/100 Dollars (\$4,033,000.00) (plus accrued interest at the Bank's prime lending rate, constantly floating), without counterclaim, defense, or offset, and that said indebtedness is not represented by any notes or other negotiable instruments except the Note. The Creditor and the Debtor further agree that at no time hereafter will any part of the said indebtedness be represented by any other notes or other negotiable instruments except such notes or other negotiable instruments, if any, as the Bank shall request to be executed and delivered for the purpose of evidencing the said indebtedness or any part thereof.

The Debtor hereby agrees that it will render to the Bank upon demand from time to time a statement of the account of the Creditor with said Debtor; that it will give and the Bank shall have access from time to time to its books in order that the Bank may make full and free examination of the state of the accounts of the Creditor with the Debtor; and that it will duly comply with and perform each and every of the terms of this agreement on its part required to be performed.

No waiver shall be deemed to be made by the Bank of any of its rights hereunder unless same shall be in writing, and each

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waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the Bank's rights and/or the obligations of the Creditor to it in any other respect or at any other time.

This Agreement shall be binding upon the executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the 16th day of January, 1992.

Witness

THOMAS H. BAUR

Attest:

MEDIATECH, INC.

Secretary

By _____
ROBERT E. DERHAM,
VICE PRESIDENT

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 16th day of January, 1992 before me personally appeared Thomas H. Baur to me known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of January, 1992 before me personally appeared Robert E. Derham and _____ to me known, who, being by me duly sworn, did depose and say, that they are the Vice President and Secretary, respectively, of MEDIATECH, INC., the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order.

Notary Public

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