

92064898

FIRST AMENDMENT AGREEMENT

This FIRST AMENDMENT AGREEMENT (the "Amendment") is made this 8th day of October, 1991 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as Trustee under a Trust Agreement dated June 14, 1989 and known as Trust No. 108597-00 (the "Trustee"), and SPECTRUM-MENARD LIMITED PARTNERSHIP, an Illinois limited partnership (the "Beneficiary," with Trustee and Beneficiary a individually and collectively referred to herein as "Borrower"), and LASALLE NATIONAL BANK, a national banking association (the "Lender").

DEPT-01 RECORDING \$37.00  
T42222 TRAN 6951 01/31/92 12:51:00  
\$7066 # 92-064898  
COOK COUNTY RECORDER

Recitals

A. Lender has made a loan to the Borrower in the principal amount of \$170,000.00 (the "Loan").

B. The Loan is evidenced by a Note dated May 30, 1991 executed by Borrower in favor of Lender (the "Note").

C. The Loan is secured by: (i) a Junior Mortgage dated May 30, 1991 and recorded in the Recorder's Office of Cook County, Illinois on June 6, 1991 as Document No. 91272471 (the "Mortgage"), which encumbers the real estate legally described on Exhibit A attached hereto (the "Property"); and (ii) a Junior Assignment of Rents and Leases ("Assignment of Rents and Leases") dated May 30, 1991 and recorded in the Recorder's Office of Cook County, Illinois on June 6, 1991 as Document No. 91272472. In addition, Borrower executed and delivered, or caused to be executed and delivered, to Lender in connection with the Loan. A Security Agreement dated May 30, 1991 by and between Borrower and Lender, an Environmental Indemnity Agreement dated May 30, 1991 by and between Borrower, William O. Brachman, Stephen E. Barron and Donald Gianone and Lender, a Pledge Agreement dated May 30, 1991 by and between Borrower and Lender and UCC-1 and UCC-2 financing statements executed by Borrower in favor of Lender. All of the foregoing documents and all other documents and instruments evidencing, securing or otherwise executed in connection with the Loan, are hereinafter referred to collectively as the "Loan Documents".

D. Certain of the real estate legally described on Exhibit B attached hereto ("Additional Property") is adjacent to and an integral part of the facility located, in part, on the Property. Borrower and Lender intended the Additional Property to be encumbered by the Loan Documents subject to the prior lien of NBD Skokie Bank, N.A., but due to a mutual oversight, the Additional Property was not included in the definition of Property in the Loan Documents. As a result, Additional Property was not encumbered of record by the Loan Documents.

Prepared by mail to: Scott H. Power  
Bell, Boyd & Lloyd  
To: W. Madison - Suite 3200  
Chicago, IL 60602

Box 15  
BOX 15

TTI # 265155 DW 551892 # 121

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E. Borrower desires to correct the error in the legal description and to encumber the Additional Property of record as security for all of Borrower's obligations under the Loan Documents. Failure to do so constitutes an Event of Default under the Loan Documents.

## Agreements

NOW, THEREFORE, in consideration of the making of the Loan, the Lender's forbearance of declaring the Loan in default, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into the body of this Amendment and made a part hereof by this reference thereto.

2. Correction of Legal Description. The legal description of the Property referred to in the various Loan Documents as the "Property," "Mortgaged Premises," "Premises," "Real Property" or "Real Estate" is hereby amended to include the Additional Property as described in Exhibit B attached hereto.

3. Reaffirmation of Representations and Warranties. The 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 respects as of the date hereof.

4. No Default. Borrower hereby certifies and confirms to Lender that no event has occurred and currently exists that constitutes an event of default under any of the Loan Documents or that would constitute such an event of default, but for the passage of time or the giving of notice, or both.

5. Improvements to Property; Condition of Title. The Borrower hereby certifies and confirms to Lender that the Borrower has not commenced any work at the Property since the funding of the Loan, and there has been no change to the title of the Property subsequent to the date of the recordation of the Mortgage.

6. Reference to Loan Documents. All references to the other Loan Documents, or any of them, shall be deemed to refer to the Loan Documents, as amended by this Amendment, and to all subsequent amendments and modifications of the respective Loan Documents.

7. Ratification of Amended Loan Documents. The Borrower hereby ratifies and reaffirms the Loan Documents, as hereby amended, and the obligations, liabilities, liens, encumbrances and security interests created thereby. The Borrower hereby acknowledges that neither the Borrower nor any

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person or entity claiming by, through or under the Borrower has any defense or claim for setoff against the enforcement by Lender of any of the Loan Documents.

8. Full Force and Effect. Except as modified hereby, the Loan Documents shall remain in full force and effect in accordance with their respective terms and provisions.

9. Binding Obligation. This Amendment and the Loan Documents as amended hereby, are and shall continue to be binding on the Borrower and its respective successors, assigns, estates, heirs and legal representations, and inure and shall continue to inure to the benefit of Lender and its successors, assigns and legal representatives.

10. Payment of Costs. Borrower shall pay all of Lender's costs and expenses in connection with this Amendment, including, without limitation all legal fees of Lender's counsel in connection herewith.

11. Defined Terms. Capitalized terms used herein shall have the same meanings ascribed to them in the Loan Agreement, unless otherwise defined herein.

12. Trustee Execution. This Agreement is executed by Trustee, not personally, but as trustee under the Trust Agreement described above and all of the terms, provisions and conditions to be performed hereunder by the said Trustee are undertaken solely as Trustee and not individually and no personal liability shall be enforceable against said Trustee by reasons thereof; provided, however, nothing herein shall modify or discharge the personal liability and responsibility of Beneficiary or any Guarantor or any other person or entity in connection herewith.

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IN WITNESS WHEREOF, the Borrower and Lender have executed this Amendment as of the day and year first written above.

**LENDER:**

LASALLE NATIONAL BANK, a national banking association,

By: 

Its ~~Authorized Bank Officer~~

**BORROWER:**

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as Trustee aforesaid

By: 

Its ~~Trust Officer~~

Attest: 

Its ~~Trust Officer~~ GREGORY S. KASPRZYK TRUST OFFICER

SPECTRUM-MENARD LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP

By: Spectrum-Menard Management Company, an Illinois corporation  
Its General Partner

By: 

Its ~~General Partner~~

Attest: 

Its ~~President~~ PRESIDENT

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Rae Rivero, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that John C. Klein, the Counsel Banking Officer of LASALLE NATIONAL BANK, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her 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 22nd day of October, 1991.

▲▲▲▲▲▲▲▲▲▲▲▲▲▲▲▲  
"OFFICIAL SEAL"  
Rae Rivero  
Notary Public, State of Illinois  
My Commission Expires 12/10/92  
~~My Commission Expires~~

Rae Rivero  
Notary Public

12/10/92

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

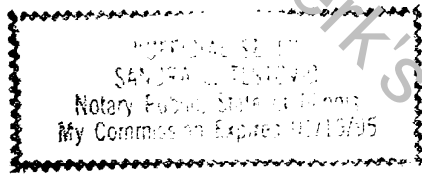
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that J. MICHAEL WHELAN and Gregory S. Kasprzyk, the President and Vice President of American National Bank and Trust Company of Chicago and Assistant Secretary Secretary of said Bank, respectively who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as President and Assistant Secretary Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary and there acknowledged that as custodian of the corporate seal of said bank, (s)he did affix the corporate seal of said Bank to said instrument as his(her) own free and voluntary act and as the free and voluntary act of said Bank, as Trustee and aforesaid, for the uses and purposes therein set forth.

OCT 08 1991

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

Christal Alston  
Notary Public

My Commission Expires:  
\_\_\_\_\_



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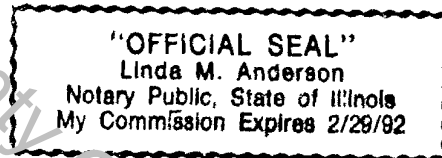
STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Stephen E. Barron, duly authorized signatory of Spectrum-Menard Management Company, an Illinois corporation, the general partner of SPECTRUM-MENARD LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such duly authorized signatory of said limited partnership, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of SPECTRUM-MENARD LIMITED PARTNERSHIP, an Illinois limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13<sup>th</sup> day of October, 1991.

*Linda M Anderson*  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



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Parcel 1:

The Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, except that part thereof lying Easterly of the Westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeasterly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of Company's right of way; thence Northwesterly along said curved line to its intersection and parallel with the South line of the Baltimore and Ohio Chicago Terminal Railroad with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warren, Jr's Resubdivision of part of Warren Park in said Section 17.

Parcel 2:

That part of Block 9 in Andrew Warren, Jr.'s Resubdivision of part of Warren Park, a Subdivision in Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, lying East of the center line of the Southeast 1/4 of said Section 17 and lying Westerly of the Westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeasterly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of and parallel with the South line of the Baltimore and Ohio Chicago Terminal Railroad Company's right of way; thence Northwesterly along said curved line to its intersection with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warren, Jr's Resubdivision of part of Warren Park in said Section 17.

Parcel 3:

Non-exclusive easement for the benefit of Parcels 1 and 2 for ingress and egress for

the purpose of repairing, maintaining and replacing the structures located on Parcels 1 and 2 as created by the Grant of Easement recorded August 17, 1987 as Document No. 87-453,540 over a 4 foot wide strip of land lying Easterly of and adjacent to Parcels 1 and 2 and lying Northerly of the South line of Parcel 2 extended East to the East line of said 4 foot wide strip of land.

Permanent Tax Numbers: 16-17-400-014 Volume: 566  
(Affects Parcel 1)

16-17-413-023  
(Affects Parcel 2)

Property Address: 965 S. Meard  
Chicago, IL

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EXHIBIT B - LEGAL DESCRIPTION  
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Lots 1 and 2 in Block 8 in William F. Higgins Park Addition, being a subdivision of that part of the West 1/2 of the Southeast 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, lying South of the South line of the right of way of the Baltimore and Ohio Chicago Terminal Railroad, in Cook County, Illinois.

~~The title to the subject property has been registered under "An Act Concerning Land Titles", commonly known as the Torrens Act.~~

Permanent Index Number: 16-17-408-013  
(Affects Lot 1)

Volume: 566

16-17-408-014  
(Affects Lot 2)

Property Address: SW corner of Miranda & Astor  
Chicago, Ill.

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