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COOK COUNTY RECORDS
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SIXTH NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS SIXTH NOTE AND MORTGAGE MODIFICATION AGREEMENT, is made as of this 31st day of December, 1991 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").

WITNESSETH:

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

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

Permanent Index No.:

17-03-207-024

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

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, and (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. 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".

WHEREAS, pursuant to the Fifth Note and Mortgage Modification Agreement, the maturity date of the Note was extended to December, 31, 1991.

WHEREAS, the Borrower and Beneficiaries have requested that Mortgagee extend the maturity date of the Note to March 31, 1992 and grant Borrower and Beneficiaries the right to further extend the maturity date of the Note to June 30, 1992.

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:

1. The recitals hereinabove set forth are true and correct and are hereby incorporated into this Agreement by this

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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. The maturity date of the Note as set forth therein and as set forth in the Security Documents is hereby extended from December 31, 1991 to March 31, 1992.

3. Borrower and Beneficiaries shall have the right to extend the maturity date of the Note, from March 31, 1992 to June 30, 1992, by written notice from one of the Beneficiaries (the "Notice") of their intention to do so delivered to Mortgagee prior to March 1, 1992, provided the following conditions shall have been satisfied:

(a) As of the date of the Notice, 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; and

(b) Payment of the sum of \$3,250 in immediately available funds to Mortgagee as a loan extension fee.

(c) 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.

4. Borrower and Beneficiaries reconfirm that the "Interest Rate" per annum provided in the Note is the Prime Rate plus one and one-half percent (1 1/2%) per annum.

5. The Mortgage is amended by deleting the last sentence of Section 3 and by adding the following at the end of Section 3:

"Mortgagor covenants and agrees to deposit with Mortgagee, commencing January 1, 1992 and on the first day of each month thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to one-twelfth (1/12th) of the annual taxes and assessments (general and special) on the Mortgaged Premises (unless said taxes are based upon assessments which exclude improvements thereon now constructed or to be constructed, in which event the amount of such deposits shall be based upon Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed). If prior deposits are insufficient, Mortgagor shall deposit with Mortgagee an amount of money which, together with the aggregate of the monthly deposits made or to be made pursuant to the above as of one month prior to the date on which the total annual taxes and assessments for the current calendar year become due, shall

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be sufficient to pay in full the total annual taxes and assessments estimated by Mortgagee to become due and payable with respect to the Mortgaged Premises for the current calendar year. Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments (general and special), on the Mortgaged Premises next due and payable when they become due. Mortgagee may, at its option, itself pay such taxes and assessments when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for payment of such taxes and assessments. If the funds so deposited are insufficient to pay any such taxes and assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall within ten (10) days after receipt of demand therefor, deposit additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee. Upon the occurrence of an event of default under this Mortgage, the Note or any other document securing the Note, the Mortgagee may at its option, without being required so to do, apply any monies at the time on deposit pursuant to Paragraph 3 hereof to the performance of any of Mortgagor's obligations hereunder or under the Note, in such order and manner as Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be irrevocably applied by Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that Mortgagee shall not be liable for any failure to apply to the payment of taxes and assessments any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgagee in writing to make application of such funds to the payment of which they were deposited, accompanied by the bills for such taxes and assessments. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party."

6. In the event that the Loan shall be repaid upon a permitted sale or refinancing of the Mortgaged Premises, any proceeds of sale in excess of the amount required to repay the Loan shall be paid to reduce the indebtedness evidenced by a certain Promissory Note payable to Lender and in the original principal amount of \$1,400,000 made by Chicago Title and Trust Company, as Trustee under Trust No. 1089370 dated August 23,

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1988, as from time to time amended, secured by a Mortgage, Security Agreement and Assignment of Rents dated August 23, 1988 and recorded as Document No. 88413639 in favor of Lender encumbering the property commonly known as 111 East Oak Street, Chicago, Illinois.

7. 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 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.

8. 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.

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

10. 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.

11. 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 insure

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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;

(e) Payment of the sum of \$3,250 in immediately available funds to Mortgagee as a loan extension fee;

(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 current; and

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

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

13. 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

By: Alicia Becker
Its: Asst. Vice President

David Israel
David Israel

Miriam Israel
Miriam Israel

Aaron Israel
Aaron Israel

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ATTEST:

By: Quelva A. Zebian
Its: Asst. Vice President

Lisalle National Bank

By: Matthew J. Nash
Its: Commercial Banking President
of First

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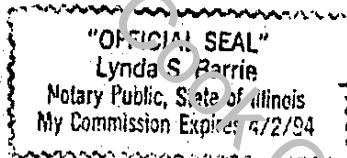
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 24th day of February, 1992, before me personally appeared SUSAN BECKER, Asst. Vice 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 Asst. Vice President, 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 Chicago in the County of Cook and State of ILLINOIS, the day and year last aforesaid.

(NOTARY SEAL)



Lynda S. Barrie
Notary Public

My Commission Expires: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

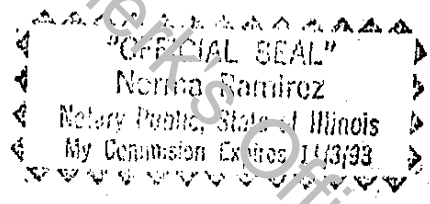
I, NORMA RAMIREZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Matthew J. Napoli, Comm'l Bk Off President of LASALLE NATIONAL BANK, and Ronellva A. Ziebart, Asst Vice Pres Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Comm'l Bk Off President and Asst Vice Pres 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 25 day of February, 1992.

(NOTARY SEAL)

Signature of 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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