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Barclays Business Credit, Inc.
200 Glastenbury Blvd.
Glastenbury, CT 06033

MODIFICATION AND EXTENSION AGREEMENT

70-52-152
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THIS MODIFICATION AND EXTENSION AGREEMENT (the "Modification Agreement") having an effective date as of the 1st day of October, 1991, by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated July 22, 1986 known as Trust No. 068816-01, (the "Trustee") the sole Beneficiary of which is Cicero Associates, a New York partnership (the "Partnership") (the Trustee and the Partnership are herein together referred to as the "Borrower") and BARCLAYS BUSINESS CREDIT, INC. (formerly known as Barclays-American Business Credit, Inc.), a Connecticut corporation (the "Lender").

WHEREAS, Lender is the holder for value of a certain Secured Promissory Note originally executed by Trustee dated September 23, 1986 in the principal sum of Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000.00), payable to the order of Lender and bearing interest as set forth therein (the "Note"), and the indebtedness evidenced by the Note shall be referred to herein as the ("Loan"); and

WHEREAS, the Note and all amounts due thereunder are secured by, among other things, a Second Mortgage dated September 23, 1986 made by Trustee to Lender recorded with the County Recorder of Cook County, Illinois, on September 23, 1986 as Document No. 86429111 (the "Second Mortgage"), encumbering certain real and personal property (the "Property"), said Property being located in the City of Burbank, County of Cook and State of Illinois, which Property is more specifically described in Schedule A annexed hereto and made a part hereof; and

WHEREAS, as further security for the Note, Borrower executed and delivered to Lender an Assignment of Leases and Rents dated September 23, 1986 recorded with the County Recorder of Cook County, Illinois, on September 23, 1986 as Document No. 86429112 (the "Assignment"); and

WHEREAS, as further security for the Note, Borrower executed and delivered to Lender a Security Agreement dated September 23, 1986, (the "Security Agreement"); and a Collateral Assignment of Beneficial Interest dated September 23, 1986, (the "Collateral Assignment"). (The Second Mortgage, Assignment, Security Agreement and Collateral Assignment, and all other documents executed by the Trustee and or Partnership in connection with, securing or evidencing the Loan secured by the Note, shall be collectively referred to herein as the "Security Documents"); and

WHEREAS, Borrower acknowledges and admits that there is due and owing under the Note and Second Mortgage, as of December 1, 1991, the principal sum of TWO MILLION TWO HUNDRED EIGHTY FOUR THOUSAND FOUR HUNDRED EIGHTY ONE AND 17/100 DOLLARS (\$2,284,481.17), together with any and all accrued and unpaid interest thereon, without defense, offset or counterclaim of any kind; and

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Return to: Elena Hartzberg
Barclays Business Credit, Inc.
200 Glastenbury Blvd.
Glastenbury, CT 06033

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WHEREAS, as further security for the Note, Richard M. Cohen and Morris Weissman executed and delivered to Lender that certain Continuing Guaranty Agreement dated September 23, 1986; and

WHEREAS, the Second Mortgage is subject and subordinate to that certain Mortgage by and between LEN-TOPPS, INC. as mortgagor and THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, as mortgagee, dated May 24, 1971 and recorded in the office of the Cook County Recorder on June 3, 1971 as Document No. 214997100, (the "First Mortgage") which secures a mortgage note in the original principal amount of \$3,300,000.00 (the "First Mortgage Note") which constitutes a superior mortgage lien to the lien of the Second Mortgage. Said First Mortgage Note and First Mortgage, shall remain unaffected by the modification herein; and

WHEREAS, Borrower has requested Lender to accept a partial principal payment in the amount of ONE MILLION (\$1,000,000.00) DOLLARS, and Lender is willing to accept such payment, without prepayment premium and the Loan balance will be reduced upon Lender's receipt of such payment; and

WHEREAS, Borrower certifies that there is owing under the First Mortgage, as of December 1, 1991, the principal sum of TWO MILLION THREE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED SIXTY-SEVEN AND 93/100 DOLLARS (\$2,351,667.93); and

WHEREAS, the Loan has matured and Borrower has requested that Lender extend and modify the terms of the Note and other Loan Documents, and Lender is willing to do so on the terms and conditions set forth herein; and

WHEREAS, Lender and Borrower have mutually consented to extend and modify the terms of the Note and Security Documents, as set forth herein;

NOW, THEREFORE, in consideration of the above and the mutual promises and benefits described herein, which each party hereby acknowledges including the receipt thereof, the parties hereby agree to extend and modify the terms of the Note and Security Documents, and agree to the other terms herein as follows:

1. Borrower covenants, represents and warrants to Lender that:

(a) There is owing, as of December 1, 1991, the principal sum of TWO MILLION TWO HUNDRED EIGHTY-FOUR THOUSAND FOUR HUNDRED EIGHTY-ONE AND 17/100 DOLLARS (\$2,284,481.17), together with interest thereon and other charges evidenced thereby and payable thereunder (collectively, the "Indebtedness").

(b) There are no defenses, offsets or counterclaims of any nature against the Note, the Second Mortgage, the Security Documents or the Indebtedness and, as of the

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date hereof after giving effect to the modification contemplated herein, neither the Second Mortgage nor the Indebtedness is in default, nor has any event occurred which would be a default thereunder with the passage of time, the giving of notice, or both. The liens and security interests created and evidenced by the Second Mortgage, the Security Agreement and the assignments created by the Assignment and the Collateral Assignment are valid and subsisting. Borrower further acknowledges that Lender, on and as of the date hereof, has fully performed all obligations to Borrower which it may have had or has as of the date hereof.

(c) To the best of Borrower's knowledge, as of the date hereof, neither the First Mortgage nor the First Mortgage Note is in default, nor has any event occurred which would be a default thereunder with the passage of time, the giving of notice, or both. There is owing under the First Mortgage, as of December 1, 1991, the principal sum of TWO MILLION THREE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED SIXTY-SEVEN AND 93/100 DOLLARS (\$2,351,667.93), together with interest thereon and other charges evidenced thereby and payable thereunder.

2. Paragraph 2 of the Note is amended by deleting Paragraph 2 in its entirety and substituting therefor the following paragraph:

"2. The Base Rate shall be the higher of (i) the highest rate announced as the prime rate (or prime commercial rate, base rate, corporate base rate, or other similar designation) by each of Barclays Bank PLC, Security Pacific Bank, N.A., and The First National Bank of Chicago for its commercial loans to large business borrowers not exceeding ninety (90) day maturities, as opposed to any so-called "small business" rate; or (ii) the ninety (90) day commercial paper dealer rate, as published most recently in The Wall Street Journal, "Federal Reserve Report," or otherwise by the Federal Reserve. The Base Rate shall change on the first business day of each calendar month to reflect any change in the rate as calculated above."

3. Paragraph 5 of the Note is amended by deleting Paragraph 5 in its entirety and substituting the following:

"In addition to interest payments required hereunder and in addition to amounts applied to principal pursuant to Paragraph 4 above, Borrower shall pay monthly beginning on October 1, 1991, and continuing on the first day of each month thereafter to and including the first day of the calendar month immediately preceding the month in which the Maturity Date occurs, a payment of One Thousand Dollars (\$1,000.00) which

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shall be applied to the reduction of principal outstanding hereunder but shall not reduce the Deferred Amount."

4. Paragraph 6 of the Note is amended by deleting Paragraph 6 in its entirety and substituting the following:

"If not sooner paid as hereinafter permitted, the unpaid principal balance and all accrued and unpaid interest, including without limitation the outstanding Deferred Amount, if any, and other charges hereunder shall be payable in full on March 31, 1993, (the "Maturity Date")."

5. Paragraph 7 of the Note is amended by deleting Paragraph 7 in its entirety and substituting the following:

"7. All payments made hereunder and required under the Security Documents (as defined below) shall be made by bank wire transfer of federal funds to Barclays Bank PLC, ABA No. 026-0025-74, 75 Wall Street, New York, New York 10265, for credit to the account of Barclays Business Credit, Inc., TTL/Real Estate - Region III, Account No. 050-78-3637, RE: Loan No. 3795 or at such other place and in such other manner as may be designated in writing from time to time by Holder."

6. Paragraph 8 of the Note is hereby amended by adding the following in the second line of the paragraph after the words "Second Mortgage and Security Agreement":
", as amended by this Modification and Extension Agreement."

7. Paragraph 9 of the Note is amended by deleting Paragraph 9 in its entirety and substituting the following:

"9. Borrower may prepay in whole, but not in part, the unpaid principal balance and all interest and other charges amounts hereunder and under the Security documents accrued to the date payment is received by Holder (the "Outstanding Loan Amount") at any time without a penalty. Borrower's rights to prepay as aforesaid is conditioned upon Holder's having received written notice from Borrower of its election to prepay this Note and other amounts as aforesaid at least 90 days prior to the date of prepayment. The Outstanding Loan Amount shall become due and payable at the time provided in said notice, provided, however, Borrower may revoke its

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prepayment notice by delivering written notice to Holder not less than ten (10) days prior to the date set for prepayment.

8. Paragraph 10 of the Note is deleted in its entirety.

9. Paragraph 12 of the Note is amended by deleting Paragraph 12 in its entirety and substituting the following:

"12. Upon the occurrence of any Event of Default (as defined herein), or upon maturity hereof (by acceleration or otherwise), the entire unpaid principal sum, at the option of Holder, shall bear interest, from the date of occurrence of such Event of Default or maturity, and after judgment and until collection, at the "Default Rate", but this provision shall not constitute an extension of the time for payment of principal or interest under this Note. As used herein the term "Default Rate" shall mean the lesser of the highest rate permitted by the Interest Law (as hereinafter defined) or (i) two percent (2%) in excess of the Contract Rate upon the occurrence of such an Event of Default for any Event of Default occurring prior to the Maturity Date hereof, by acceleration or otherwise, or (ii) five percent (5%) in excess of the Contract Rate for any Event of Default occurring on or after the Maturity Date hereof. Interest at the Default Rate, when and if applicable, shall be due and payable immediately without notice or demand."

10. The Note is amended to add Paragraph 20 as follows:

"20. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, or (d) prepaid telegram or telex (provided that such telegram or telex is confirmed by expedited delivery service or by mail in the manner previously described), addressed as follows:

To Borrower: Cicero Associates
c/o Lawrence Goodman
Goodrich Associates Management Co., Inc.
560 Sylvan Avenue
Englewood Cliffs, N.J. 07632

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To Lender: Barclays Business Credit, Inc.
200 Glastonbury Boulevard
Glastonbury, Connecticut 06033
Attention: Real Estate Division

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of telegram or telex, upon receipt."

The provisions of paragraph 5.02 of the Second Mortgage and paragraph 9 of the Assignment shall hereby be deemed modified to provide for notice to the persons and in the manner provided above.

11. The first WHEREAS clause of the Second Mortgage is amended by deleting the clause in its entirety and substituting the following:

"WHEREAS, Borrower is justly indebted unto Barclays Business Credit, Inc. (f/k/a Barclays American/Business Credit, Inc.) (hereinafter referred to as "Noteholder"), whose address is 200 Glastonbury Boulevard Glastonbury, Connecticut 06033, in the full sum of \$2,250,000.00 for which amount Borrower has executed and delivered its Promissory Note (hereinafter referred to as the "Note") of even date herewith payable to the order of Noteholder bearing interest and payable in the manner therein set forth, with the maturity of said note being March 31, 1993, unless extended as provided in the Note, all as more particularly set forth in said Note."

12. The Second Mortgage is hereby amended by adding the following provision to Article III:

"3.02(1) *Compliance With Illinois Mortgage Foreclosure Law.*
(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law, Ill Rev. State. Ch. 110, §15-110 et seq. (the "Act") the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

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(b) If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of Borrower which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under §15-1510 and §15-1512 of the Act, whether incurred before or after any decree or judgement of foreclosure, and whether enumerated in the Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

3.03 (2) **Waiver of Statutory Rights.** Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in §15-1201 of the Act) or residential real estate (as defined in §15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under §1501601(b) of the Act, and to the full extent permitted by law, the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption, and moratorium laws under any state or federal law.

13. All of the amounts required to be disbursed under that certain Disbursement Agreement executed by Borrower and Lender, dated September 23, 1986 have been disbursed pursuant to the conditions set forth therein. Lender has no further obligations under the Disbursement Agreement.

14. Borrower hereby represents and warrants that:

(a) Trustee is the sole legal title holder to the Property, and Cicero Associates is the sole beneficiary;

(b) To the best of Borrower's knowledge, the execution and delivery of this Modification Agreement does not contravene, result in a breach of or constitute a default under any mortgage, deed of trust, loan agreement, indenture or other contract or agreement to which Trustee or Partnership is a party or by which Trustee or Partnership or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and do not violate or

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contravene any law, order, decree, rule or regulation to which Trustee or Partnership is subject;

(c) The Partnership is duly formed and legally existing and in good standing under the laws of the State of New York and properly and legally qualified to conduct business in the State of Illinois and there are no amendments to the Partnership Agreement except those set forth on Schedule B annexed hereto and made a part hereof. The partners of the Partnership continue to be Richard M. Cohen; MR II Associates, a New York General Partnership whose sole general partners are Richard M. Cohen and Morris Weissman; and Martin L. Edelman, not individually but as trustees under an Indenture of Trust dated January 27, 1975 among Richard M. Cohen, as Settlor and Martin L. Edelman as trustee (the Trust). MR II Associates and the Trust remain in full force and effect and the Partnership Agreement and Trust Agreement for each respectively remain in full force and effect without amendments thereto except as shown on Schedules C and D respectively, attached hereto and made a part hereof;

(d) this Modification Agreement constitutes the legal, valid and binding obligations of the Trustee and the Partnership enforceable in accordance with its terms;

(e) the execution and delivery of, and performance under this Modification Agreement are within the Trustee's and the Partnership's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and are not in contravention of law or the powers of the Partnership's agreement, or any other organizational document of the Partnership, or of any indenture, agreement or undertaking to which the Partnership or the Trustee is a party or by which it is bound;

(f) to the best of Borrower's knowledge, after giving effect to this Modification Agreement, there exists no uncured default under the Note or any other Security Document;

(g) there is no action, suit, investigation or other proceeding pending or to Borrower's knowledge threatened, or any basis therefor known to Borrower which questions the validity of this Modification Agreement, the Note, the Second Mortgage, the First Mortgage Note, the First Mortgage or any other Security Document, or any other transaction contemplated hereby or thereby, or to Borrower's knowledge which in any way affects or relates to the Property, the leases of the space at the Property or the operations of the Borrower;

(h) the Borrower is now able, and, after giving effect to this Modification Agreement and the execution, delivery and performance of all agreements relating thereto, is able to meet all debts and other obligations as they mature, and no bankruptcy, insolvency or other proceedings are pending or contemplated by or against the Borrower;

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(i) To the best of Borrower's knowledge, the present use of the Property complies with all applicable legal and contractual requirements with regard to the use, occupancy and construction thereof (including without limitation any zoning and building laws and ordinances, any environmental protection laws or regulations or any rules, regulations or orders of any governmental agency) and with all building permits, conditions, easements, rights of way, covenants or restrictions of record and there are no violations or asserted violations of law, municipal ordinances, public or private contracts, covenants or restrictions of record or other requirements with respect to the Property or any part thereof;

(j) there are no pending or, to Borrower's knowledge, threatened condemnation or eminent domain proceedings or proceedings relating to access to the land affecting or which might affect the Property or the improvements or any part of either;

(k) there is no litigation, arbitration, or other proceeding or governmental investigation, which materially affects the Property or Borrower, pending or, to Borrower's knowledge after due investigation, threatened against or relating to Borrower, or the Property. Borrower does not know or have reasonable grounds to know of any basis for any such litigation, arbitration or other proceedings or governmental investigation; and

(l) since the date of the most recent financial statements of the Borrower furnished to Lender, no material adverse change has occurred in the business, financial condition, assets or liabilities of the Borrower or any of its general partners. Except for the Loan and subsequent liabilities incurred in the ordinary course of business, the most recent financial statements of Borrower furnished to Lender accurately set forth the financial position of Borrower and show all of Borrower's liabilities. Borrower agrees to indemnify and hold Lender harmless against any loss, claim, damage, liability or expense (including, without limitation, attorneys' fees) incurred as a result of any representation or warranty made by it herein proving to be untrue in any respect; and

(m) the lien evidenced by the Second Mortgage and Security Documents constitutes a second lien upon the property set forth in Schedule A, and the property, rents, proceeds and income set forth in the Security Documents.

15. Borrower, upon request from Lender, agrees to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the Loan evidenced by the Note, as amended by this Modification Agreement.

16. An Event of Default under this Modification Agreement is:

(i) failure to make any payment or perform any obligation under this Modification Agreement when due or if any statement, representation or warranty contained herein is false, misleading or erroneous in any material respect; or (ii) a

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default or Event of Default under the Note, Security Documents or any other loan documents.

In addition, an Event of Default under this Modification Agreement shall be a default or Event of Default under the Note and the Security Documents.

Notwithstanding the foregoing, nothing contained herein shall serve to modify or affect the provision contained in Paragraph 2.01(b) of the Mortgage.

17. Contemporaneously with the execution and delivery of this Modification Agreement, Borrower shall, at its sole cost and expense, obtain and deliver to Lender an Endorsement of the Mortgagee Title Policy insuring the lien of the Second Mortgage, in form and content acceptable to Lender, stating that the coverage of said Second Mortgagee Title Policy is in effect and unimpaired notwithstanding the execution and delivery of this Modification Agreement and that the Second Mortgage, as modified by this Modification Agreement, is still prior to any other liens or encumbrances on the Property, except for the First Mortgage.

18. Contemporaneously with the execution and delivery of this Modification Agreement, Borrower shall, at its sole cost and expense, obtain and deliver to Lender a Senior Lender Consent and Estoppel Letter in form satisfactory to Lender.

19. Contemporaneously with the execution and delivery of this Modification Agreement, Borrower shall, at its sole cost and expense, obtain and deliver to Lender a copy of the Management Agreement between Borrower and Goodrich Associates Management Company, along with a Manager's Consent and Agreement in form satisfactory to Lender. Borrower shall also execute and deliver to Lender an Assignment of Management Agreement in form satisfactory to Lender.

20. Contemporaneously with the execution and delivery of this Modification Agreement, Borrower shall, obtain and deliver to Lender Affirmations of Guaranty from Richard M. Cohen, and Morris Weissman in form satisfactory to Lender.

21. Contemporaneously with the execution and delivery of this Modification Agreement, Borrower shall execute and deliver to Lender a non-foreign certificate meeting the requirements of Section 1445 of the Internal Revenue Code and applicable regulations, in form satisfactory to Lender.

22. Contemporaneously with the execution and delivery of this Modification Agreement, Borrower shall execute and deliver to Lender a Hazardous Materials Certificate and Indemnity Agreement in form satisfactory to Lender.

23. Except as expressly provided in this Modification Agreement, the terms and provisions of the Note, the Second Mortgage, the Assignment and the other Security

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Documents shall remain unchanged and shall remain in full force and effect. Any modification herein of the Note, the Second Mortgage and the other Security Documents shall in no way affect the security of the Second Mortgage and the other Security Documents for the payment of the Note. The promissory note described in the Second Mortgage and the other Security Documents as the note secured thereby shall hereafter mean the Note as defined in this Modification Agreement. The term "Second Mortgage" as used in the Second Mortgage shall mean the Second Mortgage as defined in this Modification Agreement. The Note, the Second Mortgage and the other Security Documents as modified and amended hereby are hereby ratified and confirmed in all respects.

24. This Modification Agreement constitutes the entire understanding between Borrower and Lender with respect to modification of the Note and Security Documents and may not be modified, amended, waived or terminated except by a written agreement signed by each of the parties hereto. All recitals and exhibits are incorporated herein and made a part hereof. The terms of this Modification Agreement are not binding upon Lender and shall have no force and effect until the Modification Agreement is fully executed by all parties hereto which in no event shall be later than March 10, 1992.

25. Borrower acknowledges that the execution of this Modification Agreement by Lender is not intended nor shall it be construed as (i) an actual or implied waiver of any present or future default under the Note, the Second Mortgage or any other Security Document, or (ii) an actual or implied waiver of any condition or obligation imposed upon Borrower pursuant to the Note, the Second Mortgage or any other Security Document, except to the extent expressly set forth herein or (iii) an actual or implied waiver by Lender of any of its rights, powers and remedies under the Note, Second Mortgage or any other Security Document and shall in no way limit, impair or prejudice Lender from exercising any past, present or future right, power or remedy available to it from and after the date hereof or (iv) a novation of the note or the Security Documents.

26. Time is of the essence with respect to the performance of all terms, conditions, and provisions of this Modification Agreement binding upon the Borrower.

27. Borrower recognizes and agrees that upon Borrower's failure to comply with any of the terms and conditions of this Modification Agreement, Lender has the right, at its option, without giving any notice whatsoever to Borrower, to (i) accelerate the maturity of the Note, and (ii) pursue any and all of Lender's remedies under the Second Mortgage and other Security Documents, the Guaranty, and any other documents evidencing or securing the indebtedness of Borrower to Lender.

28. Borrower hereby warrants, represents and covenants that there are no other liens for payment of money upon or against the Property, except for the First Mortgage lien of Senior Lender and that no other lien will be granted or suffered to be placed against the Property.

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29. If one or more of the provisions of this Modification Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of that provision shall not affect any other provision of this Modification Agreement, and this Modification Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in this Modification Agreement.

30. This Modification Agreement shall be governed and interpreted by the laws of the State of Illinois.

31. In consideration of the modification and extension, and the mutual covenants and agreements contained in this Modification the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby declare and agrees with Lender that all of the obligations of Borrower under the Security Agreement and Collateral Assignment shall be, except as modified by this Modification Agreement, unaffected by said transactions and that both the Security Agreement and the Collateral Assignment are hereby ratified and confirmed in all respects.

32. This Modification Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Modification Agreement to be drafted.

33. All defined terms used herein shall have the same meaning as set forth in the Note and Security Documents unless otherwise defined herein. Any and all references to Barelays American/Business Credit, Inc. appearing in the Note, the Second Mortgage or any other document executed in connection with the Loan shall be modified to read and refer to Barelays Business Credit, Inc.

34. This Modification Agreement shall inure to the benefit of and be binding upon the Lender and Borrower and their respective heirs, executors, legal representatives, successors in title and assigns. Whenever a reference is made in this Modification Agreement to Borrower or Lender, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors in title, and assigns of Borrower and Lender, as the case may be; provided, however, that the provisions of this Paragraph 34 are subject to the restrictions on transfer contained in Paragraph 4.01 of the Second Mortgage.

35. Borrower hereby releases Lender, its successors and assigns, from all claims, demands, liabilities and causes of action which Borrower may be entitled to assert (although no such claims are known to exist) against Lender by reason of Lender's contracting, charging or receiving for the use, forbearance or detention of money, interest on the loan evidenced by the Note prior to the execution of this Modification Agreement in excess of that permitted to be charged to Borrower under applicable law.

36. Any written agreements hereafter entered into by Lender which (a) extends the time of payment of the Indebtedness, (b) changes or modifies the time or times of

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payment or the amount of the installments or fixed sums or the interest or the rate thereof, (c) changes, modifies, extends, renews or terminates other terms, provisions, agreements, covenants or conditions of the Second Mortgage, the Note or this Modification Agreement, or (d) consolidates, spreads, releases or severs the lien of the Second Mortgage, shall be effective in accordance with the terms and provisions thereof and shall be binding according to the tenor thereof on the owner or holder of subordinate, intervening or subsequent liens on the Property and any such liens shall continue to be subject and subordinate to the Second Mortgage, this Modification Agreement and any such agreement or agreements. Nothing stated herein shall be construed to permit subordinate, intervening or subsequent liens.

37. NEITHER BORROWER, NOR ANY ASSIGNEE OR SUCCESSOR, OR ANY SUCH OTHER PERSON OR ENTITY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS MODIFICATION AGREEMENT, THE NOTE, THE LOAN DOCUMENTS, ANY RELATED INSTRUMENT OR AGREEMENT, ANY COLLATERAL FOR THE PAYMENT HEREOF OR THE DEALINGS OR THE RELATIONSHIPS BETWEEN OR AMONG SUCH PERSONS OR ENTITIES, OR ANY OF THEM. NEITHER BORROWER NOR ANY SUCH PERSON OR ENTITY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO; AND SAID PARTIES HAVE BEEN ASSISTED BY COUNSEL THROUGH THE NEGOTIATIONS INVOLVING THIS AGREEMENT AND INCLUDING, WITHOUT LIMITATION, THIS PARAGRAPH, AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

38. (a) Contemporaneously with the execution and delivery of this Modification Agreement, the Partnership shall pay to Lender the sum of One Million (\$1,000,000.00) Dollars by wire transfer of federal funds pursuant to Paragraph 5 herein, which sum is paid without premium and shall be applied by Lender as a direct reduction of principal; (b) the Partnership has paid to Lender a non-refundable processing fee in the amount of \$15,000.00, the receipt of which is hereby acknowledged. It is understood and agreed that all costs to document this modification, including, but not limited to, attorneys' fees and disbursements, title insurance fees and recording fees shall be an expense borne and directly paid by the Partnership.

39. It is expressly understood and agreed by and between Borrower and Lender, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the aforesaid Trustee

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while in form purporting to be the representations, covenants, undertakings and agreements of the Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purposes or with the intention of binding the Trustee personally and this instrument is executed and delivered by the Trustee not in its own right, but solely in the exercise of the powers conferred upon it as the Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee on account of this instrument or on account of any representation, covenant, undertaking or agreement of the Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Lender and by every person hereafter claiming any right or security hereunder. This Paragraph shall not affect the liability of any guarantor of, or indemnifier with respect to, the Loan or any person or entity other than the Trustee.

40. Notwithstanding anything herein to the contrary, Lender agrees (i) not to enforce any judgment for any deficiency against Borrower or any partner in the event of foreclosure of the Mortgage, (ii) that in the event any suit is brought on the Note, whether after maturity, by acceleration or by passage of time or at any other time, any judgment obtained against Borrower in such a suit shall be enforced only against the Property (as such term is defined in the Mortgage) and other property covered by the Security Documents (as such term is defined in the Note). Nothing in this paragraph shall be deemed to (i) be a release or impairment of the indebtedness evidenced by the Note, nor of the lien of the Mortgage, (ii) preclude Lender from foreclosing the Mortgage in case of any default and/or from enforcing any of its other rights except as expressly stated in this paragraph, (iii) prejudice the rights of Lender either as to any of the conditions of the Note or the Mortgage or any other Security Document or to secure a deficiency or personal judgment against any subsequent owner of the Property who assumes the indebtedness or as against any other person, persons or entity now or hereafter liable for payment of said indebtedness, including, without limitation, any guarantor of any part of said indebtedness, (iv) preclude Lender from securing a personal judgment against Borrower for fraud with respect to any of the warranties or representations set forth in the Security Documents and this Modification Agreement or in any other document executed and delivered in connection with the Loan; or any breach by Borrower of the indemnification obligations contained in that certain Hazardous Materials Certificate and Indemnity Agreement of even date herewith, or (v) affect the liability of any guarantor of the loan evidenced by the Note or any person or entity other than Borrower.

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IN WITNESS WHEREOF, the parties have executed this Modification Agreement as of the 21 day of February, 1992.

ATTEST:

[Signature]
Secretary

[CORPORATE SEAL]

LENDER:

BARCLAYS BUSINESS CREDIT, INC.,
a Connecticut Corporation

By: [Signature]
Vice President

ATTEST:

[Signature]
Trustee

TRUSTEE:

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO
not personally, but as Trustee under
Trust No. 068816-01

By: [Signature]
Its: AND VICE PRES

ATTEST:

BORROWER:

CICERO ASSOCIATES
a New York Partnership

By: [Signature] Elizabeth M. Bohan
Its: General Partner

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STATE OF CONNECTICUT)

City: Glastonbury

COUNTY OF HARTFORD)

I, Arvye B. Higgins, a Notary Public in and for said county and state, do hereby certify that John J. Hadsgerik and Charles A. Kerenson of BARCLAYS BUSINESS CREDIT, INC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Sec., 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 corporation.

Given under my hand and notarial seal this 4th day of March, 1992

Arvye B. Higgins
Notary Public
My Commission Expires:

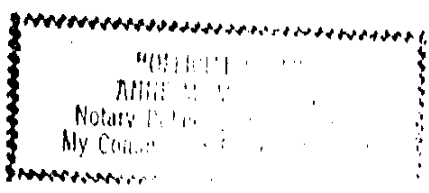
STATE OF ILLINOIS)

COUNTY OF)

I, ANNE M. BAROCHERT, a Notary Public in and for said county and state, do hereby certify that Paul J. [unclear] and [unclear] of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [unclear] and [unclear], 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 aforesaid.

Given under my hand and notarial seal this 14th day of June, 1992

Anne M. Barochert
Notary Public
My Commission Expires:



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SCHEDULE A

Legal Description

That part of the East 20.0 acres of the North 60.0 acres of the East 1/2 of the North East 1/4 of Section 33, Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the intersection of the West line of the East 20.0 acres of said North 60.0 acres and the South line of West 79th Street, being 50.0 feet South of the North line of said Section 33; thence East along the South line of West 79th Street, being 50.0 feet South of and parallel with the North line of said Section 33, a distance of 12.16 feet; thence Southeasterly 31.06 feet to a point 63.0 feet South of the North line of said Section 33; thence East parallel with the North line of said Section 33, a distance of 136.12 feet to a point 214.0 feet West of the East line of said Section 33, thence South parallel with said East line of Section 33, a distance of 152.0 feet; thence East parallel with the North line of said Section 33, a distance of 150.0 feet to the West line of South Cicero Avenue, being 64.0 feet West of the East line of said Section 33; thence South along the West line of South Cicero Avenue, being parallel with the East line of said Section 33, a distance of 156.50 feet; thence Southeasterly along the West line of South Cicero Avenue, 181.24 feet to a point 55.0 feet West of the East line of said Section 33; thence South along the West line of South Cicero Avenue, being parallel with the east line of said Section 33, a distance of 1,059.48 feet to the North line of the South 357.39 feet of the north 60.0 acres of the East 1/2 of the North East 1/4 of said Section 33; thence West parallel with the South line of the North 60.0 acres of the East 1/2 of said North East 1/4, 387.37 feet to the West line of the East 20.0 acres of the North 60.0 acres of said North East 1/4; thence North along said West line, 1,562.0 feet to the point of beginning, in Cook County, Illinois.

Common Address of Property: 79th and Cicero Avenues
Burbank, Illinois

Permanent Real Estate Index Nos. 19-33-200-007
19-33-200-008

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SCHEDULE B

AMENDMENTS TO CICERO ASSOCIATES PARTNERSHIP AGREEMENT

Name

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SCHEDULE C

AMENDMENTS TO MR II ASSOCIATES PARTNERSHIP AGREEMENT

1. Amended Partnership Agreement dated as of December 31, 1981 between Richard Cohen, Morris Weisman and Marilyn Lopez.
2. Agreement of Distribution dated September 1, 1984
3. Sections 11 and Section 9 to the extent referred to in Section 11) of that certain Agreement of Understanding dated April 29, 1988

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SCHEDULE D

AMENDMENTS TO INDENTURE OF TRUST
BETWEEN RICHARD M. COHEN, AS SETTLOR,
MARTIN L. EDELMAN AND MORRIS WEISSMAN
DATED JANUARY 27, 1975

Letter of Resignation of Morris Weisman dated April 29,
1977

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