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MODIFICATION OF TRUST DEED

Modification Agreement entered into this 1st day of February 1992 by and between SHELDON TERMAN and ROCHELLE TERMAN, his wife, of Chicago, Illinois referred to as the "Mortgagor" and AFFILIATED BANK, as Successor to and Assignee of Affiliated Asset-Based Lending Services, Inc., Agent, of Skokie, Illinois, hereinafter referred to as "Affiliated".

WHEREAS, on December 14, 1987, Mortgagor executed and delivered to Lynn Feiger as Trustee, a certain Trust Deed given as collateral security to the unconditional guaranty by said Mortgagor of the payment of all indebtedness, obligations and liabilities, now existing or hereafter created, of ASPEN FOODS, INC. and CHICAGO FOOD SERVICE, INC. to Affiliated, said Trust Deed having been recorded in the office of the Recorder of Deeds of Cook County, Illinois on January 15, 1988 as Document No. 88024403, conveying to the aforesaid Trustee, the real estate described as follows:

UNIT NO. 98-M AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO) AS 'PARCEL':
BEGINNING FOR SAME AT THE POINT WHERE THE WEST LINE OF LAKE SHORE DRIVE (200 FEET WIDE) INTERSECTS WITH THE SOUTH LINE OF SCOTT STREET (66 FEET WIDE) AND RUNNING THENCE ALONG THE WEST LINE OF LAKE SHORE DRIVE, SOUTH 192 FEET, 2 1/8 INCHES; THENCE NORTH AT AN ANGLE OF 88 DEGREES 17 MINUTES WEST, 122 FEET 9 1/2 INCHES, TO THE EAST LINE OF STONE STREET, (66 FEET WIDE); THENCE ALONG THE EAST LINE OF STONE STREET, NORTH 192 FEET 1 3/4 INCHES, TO THE SOUTH LINE OF SCOTT STREET AFORESAID; AND THENCE ALONG THE SOUTH LINE OF SCOTT STREET, EAST 117 FEET 1 3/4 INCHES, TO THE POINT OF BEGINNING, BEING ALL OF LOTS NUMBERED 1 AND 2 IN LAWRENCE A. STONED'S SUBDIVISION OF LOTS 1 & 2, AND THE NORTH 15 FEET OF LOT 3 IN BLOCK 8 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO; THE SOUTH 25 FEET OF LOT 3, ALL OF LOT 4 AND NORTH 32 FEET OF LOT 5, ALL IN BLOCK 8 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO AFORESAID, AND ALL LAND DERIVED BY WAY OF ACCRETION, OR OTHERWISE, LYING EAST OF THE EAST LINE OF SAID LOTS, ORIGINALLY SUBDIVIDED, AND WEST OF THE WEST LINE OF LAKE SHORE DRIVE, AS NOW ESTABLISHED, ALL SITUATED IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 16853, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT 20892901; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE HOLDINGS AND SPACE COMPRISING ALL THE UNITS THEREIN AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY, IN COOK COUNTY, ILLINOIS.

PGN # 17-03-114-003-1076

Commonly known as 1212 N. Lake Shore Drive, Chicago, IL 32160119

WHEREAS, Affiliated Bank has heretofore acquired from Affiliated Asset-Based Lending Services, Inc. all of its right, title and interest in the indebtedness referred to herein including the guaranty of the payment of said indebtedness and all notes, security agreements, trust deeds and other loan documents executed in connection therewith and Affiliated Bank is now the owner and holder of said notes and other loan documents and the only one entitled to payment thereon; and

WHEREAS, since the date of said Trust Deed, certain of the obligations referred to therein have been changed and altered and the parties hereto, have agreed to modify and amend said Trust Deed in order to accurately describe the indebtedness secured by said Trust Deed as amended.

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NOW THEREFORE, in consideration of the mutual covenants entered into herein and other good and valuable consideration, the Mortgagor and Affiliated hereby agree that the Trust Deed referred to herein shall be modified and amended as follows:

1. Parties acknowledge that Affiliated Bank has acquired all of the right, title and interest of Affiliated Asset-Based Lending Services, Inc. in the indebtedness described herein as well as the guaranties of said indebtedness and all notes, security agreements, trust deeds and other loan documents executed in connection with said transactions and Affiliated Bank is the owner of and the only one entitled to payment on said indebtedness.

2. The Trust Deed shall be modified and amended to provide that it has been given and shall be held by Affiliated Bank as collateral security for the payment of all existing and hereafter created obligations of Aspen Foods, Inc. and Chicago Food Service, Inc. to Affiliated, including, but not limited to, the payment of the following Promissory Notes executed by Aspen Foods, Inc. and/or Chicago Food Service, Inc.:

(a) Promissory Collateral Demand Note dated February 1, 1992 in the amount of \$1,300,000.00 executed by Chicago Food Service, Inc. and payable on demand to Affiliated Bank, said Note being evidence of a revolving line of credit secured principally by the pledge and assignment of eligible accounts receivable;

(b) Promissory Collateral Installment Note dated February 1, 1992 in the amount of \$551,270.30 executed by Chicago Food Service, Inc. and payable to Affiliated Bank in twenty-three equal monthly principal installments of \$6,666.00 each on the 1st day of each month beginning March 1, 1992 with a final installment of \$397,952.30 being due and payable on February 1, 1994;

(c) Promissory Collateral Demand Note dated February 1, 1992 in the amount of \$500,000.00 executed by Aspen Foods, Inc. payable on demand to Affiliated Bank, being evidence of a revolving line of credit secured principally by the pledge and assignment of eligible accounts receivable and inventory

All of said Notes bear interest on the unpaid principal balance remaining from time to time at the variable rate of 1% per annum in excess of the prime rate of Affiliated Bank, as publicly announced from time to time, in effect on the 1st day of each month, said interest to be computed on a 360-day year and to be payable on the 1st day of each month beginning March 1, 1992 with interest after maturity at a variable rate of 6% per annum in excess of Affiliated Bank prime rate in effect on the 1st day of each month; interest and principal being payable at the office of Affiliated Bank in Skokie, Illinois or at such other place as the bank may from time to time direct.

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3. The Trust Deed as modified shall provide that it secures the prompt and full payment of all other present and future advances, loans, indebtedness, notes and liabilities of Aspen Foods, Inc. and Chicago Food Service, Inc. to Affiliated Bank, including all future advances and loans not to exceed \$1,800,000.00 extended to said Debtors under and pursuant to certain revolving lines of credit evidenced by certain of the notes and other loan documents identified herein. Future advances shall have the same priority of lien as if advanced on the date of recording of the aforesaid Trust Deed. Said Trust Deed as modified also secures all renewals, extensions, refinancings and modifications of the indebtedness referred to herein and secured hereby. Except as is herein modified, all other terms and provisions of the aforesaid Trust Deed shall remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the day and year first above written and the beneficiaries have joined in this Agreement indicating their acceptance and approval of said modifications.

AFFILIATED BANK, ASSET BASED LENDING DIVISION

By: *James C. Stull*
Special Counsel

Sheldon Terman
Sheldon Terman

Rochelle Terman
Rochelle Terman

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

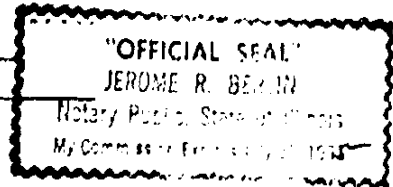
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. COOK COUNTY RECORDER

I, Jerome R. Berlin, a Notary Public in and for the state and county aforesaid, do hereby certify that before me this day personally appeared SHELDON TERMAN and ROCHELLE TERMAN, his wife, known to me to be the same persons whose names are subscribed to this Agreement and acknowledged to me that they executed and delivered this Agreement at their free and voluntary act, for the uses set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14 day of February, 1992.

Jerome R. Berlin
Notary Public

My commission expires: July 21, 1995



This instrument prepared by: Daniel S. Tauman, 4747 W. Dempster Street, Skokie, Illinois 60076.

Mail to: Daniel S. Tauman, 4747 W. Dempster Street, Skokie, IL 60076.

Cook County Clerk's Office

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