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MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

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This Modification Agreement is entered into this 28th day of February, 1992 by Manufacturers Affiliated Trust Company, not personally but solely as Trustee pursuant to Trust Agreement dated August 27, 1990 and known as Trust No. 11517 ("Mortgagor"), with a mailing address at 758 West North Avenue, Chicago, Illinois 60610, and Affiliated Bank ("Mortgagee"), with a mailing address at 5801 West Cermak Road, Cicero, Illinois 60650;

WHEREAS, Mortgagor and Cabrini Group, an Illinois general partnership ("Cabrini"), the beneficiary of the above described Trust, jointly and severally executed a promissory note dated November 30, 1990 (the "Note"), payable to the order of the Mortgagee in the principal sum of One Million Fifty Thousand and no/100 (\$1,050,000) Dollars, repayable in full six months from date thereof, with interest payable monthly on the unpaid principal balances calculated at the variable rate of two percent (2%) per annum above the prime rate of Affiliated Bank published or announced from time to time, and after maturity or default at the variable rate of six percent (6%) per annum above said prime rate, such variable rate to change on the day or days said prime rate changes; and

WHEREAS, at the direction of Cabrini and to secure payment of the loan evidenced by the Note (including all extensions, renewals, modifications and refinancings thereof), Mortgagor executed a certain Mortgage, Assignment of Rents and Security Agreement dated November 30, 1990 (the "Mortgage") mortgaging, granting and conveying to Mortgagee the following described real estate:

LOTS 3 TO 10 and LOT 40 IN BLOCK 3 IN W. F. DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 2100-2118 North Southport and 1414 West Dickens, Chicago, Illinois.

P.I.N. 14-32-123-029, 032, 033, 034 and 035

Document prepared by Bennett L. Cohen, Three First National Plaza, 36th Floor, Chicago, IL 60602; and

WHEREAS, the Mortgage was recorded on December 10, 1990, in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 90599838, and filed December 10, 1990 in the office of the Registrar of Titles of Cook County, Illinois as Document No. LR 3931635; and

WHEREAS, Mortgagee has extended the maturity of the Note from time to time, and the unpaid principal balance of the Note is \$1,046,600 (now evidenced by a Promissory Note dated November 30, 1991 executed by Mortgagor and Cabrini, payable to the order of the Mortgagee in full on

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February 28, 1992 plus interest payable monthly as therein described, the "Renewal Note"); and

WHEREAS, Cabrini has requested that Mortgagee convert the loan evidenced by the Renewal Note to a three (3) year term loan, and make an additional advance to Cabrini in the sum of \$300,000 (a portion of which additional advance shall be used to discharge the Junior Mortgage (as defined in the Mortgage), but, Mortgagee has refused unless: (i) the Mortgagor executes and delivers this Modification Agreement, (ii) Mortgagor and Cabrini execute a new promissory note in the principal sum of \$1,346,600 described below, together with such other documents and instruments required by Mortgagee; and

WHEREAS, the Mortgagor, at the direction of Cabrini, and in consideration of Mortgagee's agreement to convert the loan evidenced by the Note to a three (3) year term loan and make an additional advance of \$300,000 to Cabrini, has agreed to modify and amend the Mortgage as hereinafter set forth in order to modify and amend the description of the indebtedness secured by the Mortgage and make such other changes agreed to by Mortgagor and Mortgagee.

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, Mortgagor and Mortgagee hereby agree that the Mortgage shall be and is hereby modified and amended as follows:

1. The statement and description of the indebtedness secured by the Mortgage set forth in the second, third, fourth, fifth and sixth paragraphs on page 1 of the Mortgage, are amended and restated in their entirety to read as follows:

"WHEREAS, Mortgagor and Cabrini Group, an Illinois general partnership ("Cabrini"), the beneficiary of the above described Trust, have jointly and severally executed and delivered to Mortgagee a promissory note dated February 28, 1992 (the "Note"), payable to the order of the Mortgagee in the principal sum of One Million Three Thousand Forty-Six Thousand Six Hundred and no/100 (\$1,346,600) Dollars, payable in thirty-five (35) successive monthly installments of principal and interest in the sum of \$13,658.14 each (based on a 15 year amortization), commencing on March 1, 1992 and continuing on the 1st day of each month thereafter, followed by a balloon payment of the entire unpaid principal and interest remaining due hereunder on February 1, 1995. Interest shall accrue on the unpaid principal balance of the Note at the fixed rate of nine percent (9%) per annum prior to maturity or default, and at the fixed rate of fifteen percent (15%) after maturity or default (the "Default Rate"); and

WHEREAS, at the direction of the beneficiary of the aforesaid Trust and to induce Mortgagee to make the aforesaid loan, Mortgagor promises to pay out of that part of the trust estate subject to the aforesaid Trust the aggregate principal sum due under the Note in the amount of \$1,346,600.00, together with all interest accruing thereunder; said payments of both principal and interest shall be made at the office of Mortgagee, at its address listed above, or at such other address designated by Mortgagee.

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To secure (a) the repayment of the indebtedness evidenced by the Note with interest, when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), and all extensions, renewals, modifications, and refinancings thereof; (b) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, including, without limitation, all costs of collection, including reasonable attorneys' fees upon default and sums advanced by Mortgagee, with interest, to protect the security of this Mortgage; and (c) the performance of Mortgagor's covenants and agreements under this Mortgage and the Note, and the performance of Cabrini's covenants and agreements under the Note and all documents executed in connection therewith, Mortgagor does hereby GRANT, MORTGAGE, CONVEY AND ASSIGN to Mortgagee, its successors and assigns the following described real estate situated in the County of Cook, State of Illinois, to wit:"

2. The term "Note" as used in the Mortgage shall hereinafter be deemed to refer to the \$1,346,600 Note described in the preceding paragraph.

3. Section 1(c) of the Mortgage is hereby amended to delete the following language: ", except for a junior mortgage (the "Junior Mortgage") on the Mortgaged Premises being granted by Mortgagor to American National Bank and Trust Company as Trustee under Trust Agreement dated June 1, 1989 and known as Trust No. 108607-08 (the "Seller") to secure an indebtedness not to exceed \$250,000, provided the Junior Mortgage is expressly made subject and subordinate to this Mortgage, and provided further that the Junior Mortgage complies with the terms and conditions of the Commitment Letter".

All other references to "Junior Mortgage" in the Mortgage are hereby deleted in their entirety.

4. The first sentence of Section 8 of the Mortgage is hereby amended to read:

"8. Prior to execution of this Modification Agreement, Mortgagor shall obtain and deliver to Mortgagee a commitment for an ALTA Loan Policy in the amount of \$1,346,600 issued by Chicago Title Insurance Company."

5. The amount "\$1,050,000" appearing in the fifth last line of Section 9 of the Mortgage is deleted and the amount "\$1,346,600" is substituted therefor.

6. Subsection (o) in Section 13 of the Mortgage is hereby deleted, and no substitution is made therefor.

7. Section 15 of the Mortgage is deleted in its entirety, and no substitution is made therefor.

8. Except as herein modified, all other terms and provisions of the Mortgage shall remain in full force and effect. The priority of the

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lien of the Mortgage shall not be affected or impaired by this Modification Agreement.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Modification of Mortgage, Assignment of Rents and Security Agreement as of the day and year first above written.

This Document is signed by Manufacturers Affiliated Trust Company, not individually, but solely as Trustee under the Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon Manufacturers Affiliated Trust Company personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Manufacturers Affiliated Trust Company is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trust's beneficiaries only and shall not in any way be considered the responsibility and liability of Manufacturers Affiliated Trust Company. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by Manufacturers Affiliated Trust Company, as Trustee.

MANUFACTURERS AFFILIATED TRUST COMPANY,
As Trustee as aforesaid and not individually

By [Signature]

Its [Signature]

ATTEST:

By [Signature]

WILLIE JACOBS

Its _____

92185191

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 the above named officers of MANUFACTURERS AFFILIATED TRUST COMPANY, an Illinois Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, 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 Trust Company for the uses and purposes therein set forth and said attesting officer, as custodian of the corporate seal of said Trust Company pursuant to authority, given by the Board of Directors of said Trust Company, as the voluntary act and as the free and voluntary act of said Trust Company for the uses and purposes, therein set forth.

Given under my hand and Notarial Seal this 26th day of February, 19 92



[Signature]
Notary Public

92185191

My Commission expires:

Notary Public

1992.

Given under my hand and notarial seal this _____ day of _____

Company, as Trustee, for the uses and purposes therein set forth. and voluntary act and as the free and voluntary act of said Trust Secretary then and there acknowledged that as custodian of the corporate seal of said Trust Company (s) he affixed the seal as his/her own free uses and purposes therein set forth; and the said the free and voluntary act of said Trust Company, as Trustee, for the delivered the said instrument as their own free and voluntary act and as before me this day in person and acknowledged that they signed and to the foregoing instrument as such officers respectively, appeared personally known to me to be the same persons whose names are subscribed of said Trust Company, and

I, _____, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

ACKNOWLEDGMENT

Title: _____

By: _____

AFFILIATED BANK

Title: _____

By: _____

Title: _____

By: _____

ATTEST

MANUFACTURERS AFFILIATED TRUST COMPANY, not personally, but solely as Trustee under Trust No. 11517

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, [Signature], a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY [Signature] of Affiliated Bank, 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 he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Affiliated Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of February, 1992.

[Signature]
Notary Public

My Commission expires:

May 14 1995



MAIL TO:

Bennett L. Cohen,
Attorney at Law
Three First National Plaza, 36th Floor
Chicago, Illinois 60602



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