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PERMANENT INDEX NUMBER: 11-30-414-005-0000
PROPERTY ADDRESS: 1617-27 W. Fargo Chicago, Illinois

THIS DOCUMENT WAS PREPARED BY HARRISON J. MCCOWN, Esq.
LASALLE NATIONAL CORPORATION
135 S. LaSalle Street
Chicago, Illinois 60603
AND AFTER RECORDING RETURN TO:

FIRST MODIFICATION AGREEMENT
THIS AGREEMENT, dated as of April 1, 1992, is entered into by and among HARRIS TRUST AND SAVINGS BANK, as trustee under trust agreement dated March 5, 1991 and known as Trust No. 94869 and not individually (the "Trustee"), MICHAEL P. DALFONSO and NICK J. FERA (collectively, the "Beneficiary") (collectively, the Trustee and Beneficiary are referred to herein as the "Borrower") and LASALLE NATIONAL BANK, a national banking association (the "Lender") and joined in by the CITY OF CHICAGO.
A. The parties have previously entered certain loan agreements in connection with a construction loan from the Lender to the Borrower in the amount of \$690,000, as evidenced by, among other things, the following:
(i) Note dated as of May 10, 1991 from the Borrower in the original principal amount of \$690,000 (the "Note");
(ii) Rehabilitation Loan Agreement dated as of May 10, 1991 among Trustee, Beneficiary, and the Lender (the "Loan Agreement");
(iii) Construction Mortgage, Security Agreement and Financing Statement dated as of May 10, 1991, signed by the Trustee in favor of the Lender, which mortgage was recorded with the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on June 5, 1991 as Document No. 91-269588 (the "Mortgage"), granting a lien in real property commonly known as 1617-1627 W. Fargo, Chicago, Illinois and as specifically described on Exhibit A attached hereto (the "Premises");
(iv) Assignment of Rents and Leases dated as of May 10, 1991 (the "Assignment of Rents"), from the Borrower in favor of the Lender, which assignment was recorded with the Recorder's Office on June 5, 1991 as Document No. 91-269589 and relating to the Premises;
(v) Collateral Assignment of Beneficial Interest as of May 10, 1991 from the Beneficiary in favor of the Lender.

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(a) Construction Period. During the period beginning with the first disbursement hereunder and ending with date of final completion of the Project as evidenced by a certificate of final completion from the Architect (the "Construction Period"), the interest rate shall be the rate of interest announced from time to time by the Lender as its Prime Rate (the "Prime Rate") plus 2%. Such rate shall fluctuate and be effective when and as the Prime Rate fluctuates.

(b) Fixed Rate Period. During the period beginning April 1, 1992 and ending April 1, 1995, the

Interest Rate. For purposes of this Note, the phrase "Interest Rate" shall mean:

1. Definitions. All capitalized terms used herein without definition shall have the meaning given such terms in the Loan Agreement.

2. Loan Fee. Borrower shall pay to Lender a fee in the amount of \$6,900 as a fee for modifying the Loan as set forth herein, which fee shall be due and payable upon execution hereof.

3. Interest Rate Modification. Section 2 of the Note and the definition of "Interest Rate" in Section 1.1 of the Loan Agreement are hereby deleted in their entirety, and the following is substituted in lieu thereof:

NOW, THEREFORE, in consideration of the premises and of the mutual agreement hereinafter set forth, it is agreed by the parties hereto as follows:

1. The Borrower desires to change the interest rate payable in connection with the loan, and the Lender agrees to such change in accordance with the terms and conditions hereinafter set forth.

2. The proceeds from the loan are being used to perform certain improvements to real property commonly known as 1617-1627 West Fargo, Chicago, Illinois.

(collectively, the above described Loan Agreement, Mortgage, Note, Assignment of Rents, Collateral Assignment of Beneficial Interest and Security Agreement, together with any and all other documents executed by Trustee and/or Beneficiary in connection with the loan, are referred to as the "Loan Documents").

(vi) Security Agreement dated as of May 10, 1991 between the Beneficiary and the Lender (the "Security Agreement");

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(1) beginning with the first day of the calendar month following termination of the Construction Period and continuing on the first day of each calendar month thereafter, Borrower shall pay to Lender equal

(b) Borrower shall pay to Lender equal installments of principal and interest, as follows:

4. Payment Modification. Section 1(b) of the Note and Section 2.4(i) of the Loan Agreement are hereby deleted in their entirety, and the following is substituted in lieu thereof:

(e) Limitations. Notwithstanding anything herein to the contrary, the interest rate shall not exceed 13-3/8%, and the maximum adjustment at any Change Date shall not exceed 5%.

(d) Notices of Interest Rate Changes. Beginning with the Interest Rate in effect as of April 1, 1995 and in connection with each Change Date thereafter, the holder hereof shall send to Maker advance written notice of the amount of the monthly payment required to repay the outstanding principal balance of this Note as of each Change Date in substantially equal payments of principal and interest based upon the new interest rate as of such Change Date. Such revised amount shall be the new monthly payment under the Note beginning as of the first day of the calendar month following such Change Date and continuing until the first day of the calendar month following the next Change Date.

(c) Adjusting Rate Period. Beginning on April 1, 1995 and ending on the Maturity Date, the interest rate shall be equal to the monthly average yield for three (3) year U. S. Treasury Constant Maturities, as published in the Federal Reserve's Statistical Release H-15 and the Federal Reserve Bulletin (the "Index"), plus 2.75%, which sum shall then be rounded to the nearest one-eighth of one percent (0.125%). Such rate shall be adjusted once every three (3) years beginning April 1, 1998 and on each three (3) year anniversary thereafter (the "Change Date") and shall be based upon the most recent Index available as of 45 days before April 1, 1995 and each Change Date thereafter. If at any time the Index becomes unascertainable, Lender, in its reasonable judgment, may select a comparable rate or index in substitution for the Index.

interest rate shall be a fixed per annum rate of 8-3/8%.

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8. Exemption. This Modification Agreement is executed by the undersigned Trustee, not personally, but as trustee as

7. Continuing Effect. Except as herein above specifically amended, all other provisions of the Loan Agreement, the Note and other loan Documents are all incorporated herein and renewed as if re-executed as of the date of this Agreement.

(ii) Such other documents as Lender may reasonably request.

(i) This First Modification Agreement, duly executed by Borrower and Lender;

6. Conditions. This Agreement shall be effective as of the date hereof, but only after the following have been received by the Lender:

(iii) On the date hereof, the Borrower has complied with and is in compliance with all of the covenants set forth in the Loan Agreement, as modified hereby, including, but not limited to, those set forth in Articles V and VI thereof.

(ii) On the date hereof, the representations and warranties set forth in Article VII of the Loan Agreement, as modified hereby, are true and correct with the same effect as if such representations and warranties had been made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date.

(i) On the date hereof, the Borrower is in compliance with all of the terms and provisions set forth in the Loan Agreement, as modified hereby, on its part to be observed or performed, and no event of default specified in Article X of the Loan Agreement, or any event which, upon notice or lapse of time, or both, would constitute such an event of default, has occurred.

5. Representations. The Borrower represents and warrants to the Lender that:

(ii) beginning on May 1, 1995 and continuing on the first day of each calendar month thereafter, Borrower shall pay to Lender equal installments of principal and interest, based upon a 30-year amortization of the outstanding principal balance of the loan using the interest rate in effect from time to time;

installments of principal and interest in the amount of \$5,244.50 each;

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THIS AGREEMENT IS JOINED in by the City of Chicago (the "City") solely for the purpose of consenting to the transaction evidenced hereby and reaffirming that the Junior Mortgage dated May 31, 1991 signed by the Trustee in favor of the City and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 5, 1991 as Document No. 91-269590 and the Junior

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Its:

By:

LASALLE NATIONAL BANK

NICK J. FERRELL

MICHAEL P. DALPONSO

Its:

By:

HARRIS TRUST AND SAVINGS BANK, as trustee as aforesaid and not individually

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

aforsaid in the exercise of the power and authority conferred upon and vested in it as such trustee, and is payable only out of the assets of the Trust Estate held under the Trust Agreement. No personal liability shall be asserted or be enforceable against the Trustee, because or in respect of this loan Agreement or the making, issue, transfer or enforcement hereof, all such liability of the Trustee, if any, being expressly waived by lender, and the sole remedies of lender against the Trustee shall be as provided in the Mortgage, the loan documents and any other documents given to secure the Note, in accordance with the terms and provisions contained therein, and/or by action to enforce the personal liability of the borrower or any payment of all amounts due and performance of all obligations required under this loan Agreement.

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Property of Cook County Clerk's Office

HJM:nc
H31221.AGR
March 19, 1992

By: Kenneth A. Miller
ITS: DIRECTOR OF FINANCIAL CONTROL

CITY OF CHICAGO

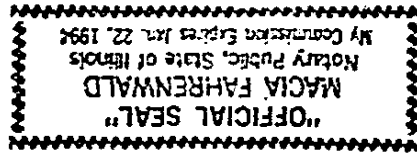
Assignment of Rents and Leases signed by the Trustee in favor of the City and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 5, 1991 as Document No. 91-269591 are and shall remain junior and subordinate to the mortgage in favor of Lasalle National Bank, as modified hereby.

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Jan 22, 1994
My Commission Expires:

Notary Public

Marcia Fahrnenwald



Jan 22, 1992

GIVEN under my hand and notarial seal this 26th day of March

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL P. DALFONSO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

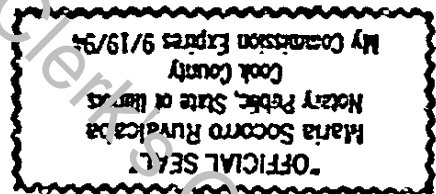
STATE OF ILLINOIS
COUNTY OF Cook

SS.

9-19-92
My Commission Expires:

Notary Public

Maria Socorro Ruvicada



26th, 1992.

GIVEN under my hand and notarial seal this 26th day of March

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ~~RENNETT F. PISKUT~~ appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS
COUNTY OF Cook

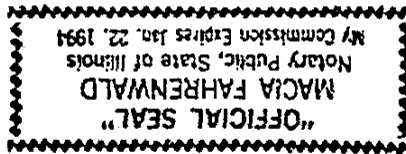
SS.

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Jan 22, 1994
My Commission Expires:
Notary Public
Macia Fahrenwald

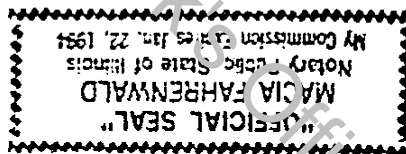


GIVEN under my hand and notarial seal this 24th day of _____, 1992.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Justin Faust of LASALLE NATIONAL BANK who is 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

Jan 22, 1994
My Commission Expires:
Notary Public
Macia Fahrenwald



GIVEN under my hand and notarial seal this 24th day of _____, 1992.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that NICK J. FERRA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

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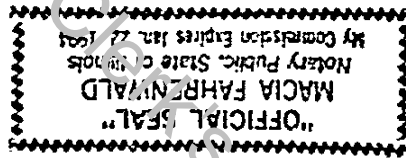
Property of Cook County

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My Commission Expires: Jan 22, 1994

Notary Public

Macia Fahrwald



GIVEN under my hand and notarial seal this 25th day of _____, 1992.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KENNETH D. WILLIAMS of the CITY OF CHICAGO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Director of Financial Control, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

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P.I.N.: 11-10-414-005-000

Street Address: 1617-1627 West Fargo, Chicago, Illinois

Lots 4 and 5 in Block 2 in R. H. Doland's Subdivision of the East 414.5 Feet of Section 30, Township 41 North, Range 14 and the West 175 Feet of Section 29, Township 41 North, Range 14 South of the Indian Boundary Line and South of the Chicago Evanston and Lake Superior Railroad and Indian Boundary Line, in Cook County, Illinois.

Legal Description

EXHIBIT A