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MODIFICATION OF MORTGAGE AND EXTENSION AGREEMENT

Modification and Extension Agreement entered into the 1st day of March, 1992, by and between LASALLE NATIONAL BANK, as Trustee under Trust Agreement Dated October 30, 1978 known as Trust No. 100236, and not individually, herein referred to as the "Mortgagor", AFFILIATED BANK as successor to and assignee of Affiliated Asset-Based Lending Services, Inc., Agent of Skokie, Illinois, hereinafter referred to as the "Mortgagee", DEHLER MANUFACTURING CO., INC. and BLACKHAWK STEEL CORPORATION (Debtors) and MORTON HERMAN and GAYLE P. HERMAN of Chicago, Illinois (Guarantors and Beneficiaries).

WHEREAS, Affiliated-Asset Based Lending Services, Inc. as Agent has heretofore extended loans from time to time to Blackhawk Steel Corporation and Dehler Manufacturing Co., Inc., both of Chicago, Illinois, said corporations being collectively referred to herein as Debtors and the beneficiary under the above Trust has heretofore executed and delivered to Affiliated Asset-Based Lending Services, Inc. as Agent, his Unconditional Guaranty of the existing and the future indebtedness of Blackhawk Steel Corporation and Dehler Manufacturing Co., Inc. as Debtors, to Affiliated as Secured Party/Mortgagee, including his Guaranty of certain specific Promissory Notes executed by said Debtors which are more fully set forth in the Mortgage executed by the Mortgagor and delivered to said Mortgagee dated July 14, 1989 and recorded on July 18, 1989 in the Office of the Recorder of Deeds in Cook County, Illinois as Document No. 89325677 conveying to the aforesaid Mortgagee the real estate which is described on the Rider attached hereto and made a part hereof marked Exhibit A; and

WHEREAS, a Modification of said Mortgage was entered into between the parties on March 1, 1990, said Modification Agreement having been recorded in the Office of the Recorder of Deeds in Cook County, Illinois as Document No. 90176152; and

WHEREAS, since the date said Mortgage was executed and its terms later modified, the terms of certain of the obligations referred to in said Mortgage as modified have been changed and altered, including the interest rate as to certain loans, the inclusion of additional loans to be secured by the collateral pledged under the Mortgage and the granting of an extension of time for payment of certain of said obligations; and

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WHEREAS, the Mortgagor, at the direction of the beneficiary, for good and valuable consideration and in order to reflect the additional obligations secured by the mortgage and restated terms of certain loans, and to provide for the extension of time within which certain loans shall be paid, as well as other changes referred to herein, has agreed to modify and amend the Mortgage as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree that the Mortgage referred to herein as heretofore modified shall and is hereby modified and amended as follows:

1. Affiliated Bank is the successor to and assignee of all loans and other assets of Affiliated Asset-Based Lending Services, Inc. Affiliated Bank has been substituted for Affiliated Asset-Based Lending Services, Inc. as Mortgagee, payee and/or Secured Party in connection with all Mortgages, Security Agreements, Promissory Notes, Financing Statements, Guarantees and other loan documents heretofore executed by Dehler Manufacturing Co., Inc. and Blackhawk Steel Corporation as Debtors and the Beneficiary/Guarantor.

2. The Mortgage referred to herein shall be modified to provide that it has been given and shall be held by Affiliated Bank, as Mortgagee, as collateral security for the payment of the following Promissory Notes originally made payable to Affiliated Asset-Based Lending Services, Inc. which are now payable to Affiliated Bank:

(A) Promissory Collateral Demand Note executed by Blackhawk Steel Corporation dated April 7, 1988 in the amount of \$1,000,000 payable on demand with interest on and after March 1, 1992 at the rate of 1 $\frac{1}{2}$ (originally 1 $\frac{1}{8}$) per annum in excess of the prime rate of interest as publicly announced from time to time by Affiliated Bank in effect on the first day of each month;

(B) Promissory Collateral Installment Note dated March 1, 1992, executed by Blackhawk Steel Corporation payable to Affiliated Bank in the amount of \$632,461.00, payable in thirty principal monthly installments of \$12,000.00 each plus interest on the principal balance remaining unpaid from time to time at the rate of $\frac{3}{4}$ of 1 $\frac{1}{2}$ per annum in excess of the prime rate of interest as publicly announced from time to time by Affiliated Bank, in effect on the 1st day of each month, both interest and principal to be due and payable on the 1st day of each month beginning March 1, 1992, the final payment of principal and accrued interest under this Note being due and payable on September 1, 1994;

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(C) Promissory Collateral Demand Note dated March 10, 1989 executed by Dehler Manufacturing Co., Inc. in the amount of \$1,000,000 payable on demand with interest on and after March 1, 1992 at the rate of 1% (originally 1 1/4%) per annum in excess of the prime rate of interest as publicly announced from time to time by Affiliated Bank in effect on the first day of each month.

(D) Promissory Collateral Demand Note dated March 10, 1989 executed by Dehler Manufacturing Co., Inc. in the amount of \$500,000 payable on demand with interest on and after March 1, 1992 at the rate of 1% (originally 1 1/4%) per annum in excess of the prime rate of interest as publicly announced from time to time by Affiliated Bank in effect on the first day of each month;

(E) The Promissory Collateral Installment Note dated March 1, 1990 executed by Dehler Manufacturing Co., Inc. payable to Mortgagee in the original amount of \$137,025.00 on which the final principal balance of \$87,000.00 was due on March 1, 1992, shall and is hereby extended to provide that said balance of \$87,000.00 shall be payable in thirty principal monthly installments of \$2,175.00 each plus interest on the unpaid principal balance remaining from time to time at the rate of 3/4 of 1% (originally 1 1/4%) per annum in excess of the prime rate of interest as publicly announced from time to time by Affiliated Bank, in effect on the 1st day of each month, both principal and interest being due and payable on the 1st day of each month beginning March 1, 1992, the final payment of principal and accrued interest to be due and payable on September 1, 1994;

(F) The Promissory Collateral Installment Note dated March 1, 1990 in the original amount of \$247,600.00, executed by Harris Trust & Savings Bank as Trustee under Trust No. 40481, on which the final principal balance of \$166,416.00 was due for payment on March 1, 1992 shall and is hereby extended to provide that said balance of \$166,416.00 shall be payable in thirty monthly principal installments of \$3,466.00 each plus interest on the unpaid principal balance remaining from time to time at the rate of 3/4 of 1% (originally 1 1/4%) per annum in excess of the prime rate of interest as publicly announced from time to time by Affiliated Bank, in effect on the 1st day of each month, both principal and interest to be due and payable on the 1st day of each month beginning March 1, 1992, the final payment of principal and accrued interest to be due and payable on September 1, 1994;

(G) The Promissory Collateral Note dated August 1, 1990 executed by Harris Trust & Savings Bank as Trustee under Trust No. 40481, in the original amount of \$143,000.00 on which the final principal balance of \$99,199.53 was due on March 1, 1992, shall and is hereby extended to provide that said balance of

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\$99,199.53 shall be payable in thirty principal monthly installments of \$2,384.00 each plus interest at the rate of $3/4$ of 1% (originally 1%) per annum in excess of the prime rate of interest as publicly announced from time to time by Affiliated Bank in effect on the 1st day of each month, both principal and interest being due and payable on the 1st day of each month beginning March 1, 1992, the final payment of principal and accrued interest to be due and payable on September 1, 1994;

(H) Promissory Collateral Installment Note dated September 19, 1991 executed by Morton Herman and Gayle P. Herman, his wife, in the original amount of \$360,000.00, payable in sixty equal monthly principal installments of \$6,000.00 each, plus interest at the rate of $3/4$ of 1% (originally 1%) per annum in excess of the prime rate of interest as publicly announced from time to time by Affiliated Bank, in effect on the 1st day of each month, both interest and principal on the \$336,000.00 balance remaining (as of 2/29/92) being payable on the 1st day of each month beginning March 1, 1992, said Note being further amended to provide that the final payment of principal and accrued interest shall be due and payable on September 1, 1994;

(I) Promissory Collateral Installment Note dated February 24, 1992 executed by LaSalle National Bank as Trustee under Trust No. 100236 in the amount of \$468,000.00 payable in monthly installments of \$4,712.03 on the 1st day of each month beginning May 1, 1992, said payments to include interest at the rate of 8.875% per annum on the unpaid principal balance remaining from time to time, the Note to mature on April 1, 2007;

(J) The Promissory Collateral Installment Note dated April 7, 1988 executed by Manufacturers Affiliated Trust Company, Successor Trustee to Affiliated Bank/North Shore National as Trustee under Trust No. 966, in the original amount of \$650,000.00, on which the unpaid principal balance of \$578,627.89 was due on March 1, 1992, is hereby extended to provide that said unpaid balance of \$578,627.89 shall be payable in thirty principal monthly installments of \$4,384.00 each, plus interest on the unpaid principal balance remaining from time to time at the rate of $3/4$ of 1% (originally 1%) per annum in excess of the prime rate of interest as publicly announced from time to time by Affiliated Bank, in effect on the 1st day of each month, both principal and interest being payable on the 1st day of each month beginning March 1, 1992, the final payment of principal and accrued interest to be due and payable on September 1, 1994.

3. This Mortgage shall secure all future advances and loans, not to exceed \$5,000,000, made under and pursuant to certain revolving lines of credit evidenced by certain of the Notes described herein. Future advances shall have the same priority of lien as if advanced on the date of recording of the aforesaid

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Mortgage and the Modification thereof. This Mortgage 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 Mortgage and the Modification heretofore entered into shall remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor has hereunto set its hand and seal on the day and year first above written and Mortgagee has indicated its acceptance and approval of said modifications.

LaSalle National Bank, as Trustee Under Trust Agreement Dated 10/30/78 known as Trust No. 100236, and not individually

By: [Signature]
Asst. Vice President

Attest: [Signature]
Assistant Secretary

AFFILIATED BANK, as Successor to and Assignee of Affiliated Asset-Based Lending Services, Inc., Agent

By: [Signature]

BLACKHAWK STEEL CORPORATION

By: [Signature]
President

[Signature]
Mortgagee

DEHLER MANUFACTURING CO., INC.

[Signature]
Gayle P. Herman

By: [Signature]
President

Prepared By: Daniel S. Tauman, 4747 W. Dempster St., Skokie, IL 60076

Mail To: Daniel S. Tauman, 4747 W. Dempster St., Skokie, IL 60076

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

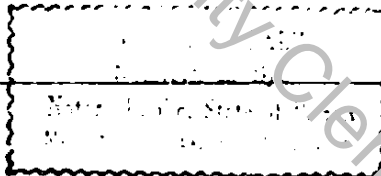
I, _____ a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT _____ Assistant Vice President of LASALLE NATIONAL BANK, and _____ Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, 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, for the uses and purposes set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix 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 Notary Seal this _____ day of March, 1992.

[Signature]

Notary Public

My Commission Expires: _____



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EXHIBIT 1

LEGAL DESCRIPTION

UNIT NUMBER 4505 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREIN CALLED CONDOMINIUM PROPERTY), IN COOK COUNTY, ILLINOIS: LOTS 4 THROUGH 18, BOTH INCLUSIVE, AND INCLUDING LOTS 7-1A', 7-1B', 7-1C', 7-1D', 7-1E', 7-1F', 11-1A', 11-1B', IN HARBAN RESUBDIVISION, BEING A SUBDIVISION OF PART OF BLOCK 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP OF SAID HARBAN RESUBDIVISION RECORDED DECEMBER 30, 1975 WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 23539577, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP AGREEMENT, COVENANTS AND RESTRICTIONS AND BY-LAWS FOR 180 EAST PEARSON STREET CONDOMINIUM, CHICAGO, ILLINOIS, THEREIN CALLED DECLARATION, RECORDED IN THE OFFICE OF THE COOK COUNTY OF DEEDS, ON MARCH 29, 1978 AS DOCUMENT NUMBER 23432350; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID CONDOMINIUM PROPERTY (EXCEPTING FROM THE CONDOMINIUM PROPERTY ALL OF THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 180 E. PEARSON STREET, APT. 4505, CHICAGO, ILLINOIS 60611. P.I.N. #17-03-226-065-1089

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