

AMENDMENT TO CONSTRUCTION MORTGAGE AND ASSIGNMENT OF RENTS  
LA FRANCAISE BAKERY, INC. ET AL.

THIS AMENDMENT TO CONSTRUCTION, MORTGAGE AND ASSIGNMENT OF RENTS (this "Amendment") is made as of the 21st day of April, 1992, by and among American National Bank and Trust Company of Chicago, a national banking association ("Lender"), American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated September 1, 1991 and known as Trust No. 114487-01 ("Trust 1"), American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated September 1, 1991 and known as Trust No. 114488-00 ("Trust 2"), and Vadavoulis Investment Partnership, an Illinois general partnership (the "Partnership") (Trust 1, Trust 2 and the Partnership are hereinafter sometimes collectively referred to as "Mortgagor").

RECITALS:

WHEREAS, Lender has made a loan to La Francaise Bakery, Inc., an Illinois corporation and Mortgagor in the aggregate amount of \$9,460,000.00 evidenced by three certain promissory notes in the original principal amounts of \$1,000,000, \$2,500,000 and \$5,960,000, each dated as of September 15, 1991, each as amended concurrently herewith (collectively referred to herein as the "Original Notes"); and

WHEREAS, the indebtedness evidenced by the Original Notes is further evidenced and secured by the terms of that certain Loan and Security Agreement dated as of September 15, 1991 by and among Borrower and Lender, as amended concurrently herewith (the "Loan Agreement"); and

WHEREAS, the indebtedness and obligations evidenced by Original Notes and the Loan Agreement (the "Loan") are further secured by the terms of that certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement made by Trust 1 and Trust 2, as mortgagor, in favor of Lender, as mortgagee, creating a lien on a parcel of real estate

THIS DOCUMENT PREPARED BY:

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Sachnoff & Weaver, Ltd.  
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Suite 2900  
Chicago, Illinois 60606

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Box 15  
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COOK COUNTY RECORDER

DEPT-01 RECORDING  
134444 TRAN 8219 05/01/92 16:28:00 \$45.00  
19089 : D K 92-299166  
COOK COUNTY RECORDER

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commonly known as 3434 Runge Street, Franklin Park, Illinois, owned by Trust 1 ("Parcel 1"), and a parcel of real estate commonly known as 111 North Northwest Avenue, Northlake, Illinois, owned by Trust 2 ("Parcel 2"), recorded with the Cook County Recorder's Office on September 23, 1991, as Document No. 91491304 (the "Mortgage"); and

WHEREAS, the Loan is further secured by an Assignment of Leases and Rents dated as of September 15, 1991 by Trust 1, Trust 2 and the Partnership, as assignor, in favor of Lender, as assignee, and recorded in the Cook County Recorder's Office on September 23, 1991, as Document No. 91491305 (the "Assignment of Rents"); and

WHEREAS, Borrower has requested and Lender has agreed to amend to terms of the Loan; and

WHEREAS, concurrently herewith Borrower has delivered to Lender that certain Promissory Term Note-Supplemental Equipment Loan in the original principal amount of \$1,700,000 (the "Supplemental Note"); and

WHEREAS, Borrower and Lender desire to amend the Mortgage and the Assignment of Rents as provided herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for \$10.00 and other good and valuable consideration in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Borrower hereby represents and warrants to Lender that the foregoing recitals are (a) true and accurate and (b) an integral part of this Amendment. Borrower and Lender hereby agree that all of the recitals of this Amendment are hereby incorporated into this Amendment and made a part hereof. Any term not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

2. Recitals A, B and the Mortgage are hereby deleted in their entirety and the following is substituted therefor:

A. The Loan. Trust 1 is the owner of the land legally described as parcel 1 on Exhibit A attached hereto ("Parcel 1") and Trust 2 is the owner of the land legally described as parcel 2 on Exhibit A ("Parcel 2;" Parcel 1 and Parcel 2 are collectively referred to herein as the "Land"), together with all improvements thereon. To provide funds for the Mortgagor, La Francaise Bakery, Inc. and Vadevoulis Investment Partnership (collectively referred to herein as "Borrower") Borrower has entered into a Loan and

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Security Agreement dated as of September 15, 1991, as amended as of April 21, 1992 (herein, as it may from time to time be amended, restated supplemented or modified, referred to as the "Loan Agreement") providing for the Borrower's performance of certain covenants, satisfaction of certain conditions and making of certain representations and warranties, and for loans and advances to be made from time to time by Mortgagee to the Borrower pursuant to the terms and conditions set out therein, in an amount not to exceed Eleven Million Nine Hundred Sixty Thousand (\$11,960,000) (herein, the "Loan") pursuant to the terms and conditions set forth therein.

8. The Note and Other Loan Documents. Pursuant to the Loan Agreement, Borrower executed and delivered to the Mortgagee four promissory notes payable to the order of the Mortgagee at 33 N. LaSalle Street, Chicago, IL, in the following amounts and maturity dates: (i) dated as of September 15, 1991 as amended as of April 21, 1992 in the principal amount of \$1,800,000 with a maturity date of April 30, 1993, (ii) dated as of September 15, 1991 as amended as of April 21, 1992 in the principal amount of \$2,500,000 with a maturity date of June 30, 1997, and (iii) dated as of September 15, 1991 as amended as of April 21, 1992 in the principal amount of \$5,960,000 with a maturity date of June 30, 1997, and (iv) dated as of April 21, 1992 in the principal amount of \$1,700,000 with a maturity date of June 30, 1997. Each such promissory note is subject to acceleration as provided therein, this Mortgage, or the other Loan Documents (defined for purposes hereof as defined in the Loan Agreement which definition is incorporated herein by reference) (such promissory notes, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof or which may evidence any of the indebtedness secured hereby, shall herein be collectively referred to as the "Note"). The Note bears interest at the variable rate of the sum of one-half percent per annum (.50%) plus the rate of interest designated by American National Bank and Trust Company of Chicago as its Prime Rate, adjusted from time to time when said Prime Rate is changed by American National Bank and Trust Company of Chicago as its Prime Rate from time to time, changing automatically and simultaneously with each change in such rate. All principal and interest on the Note are payable in lawful money of the United States of America at the office of the Mortgagee at 33 N. LaSalle Street,

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Chicago, IL or at such place as the holder thereof may from time to time appoint in writing.

3. The following is hereby added as paragraph 4.20 of the Mortgage.

**4.20 Partial Release.** Notwithstanding anything to the contrary contained herein, Mortgagee hereby agrees to release the lien of this Mortgage as to Parcel 1, and only Parcel 1, upon the timely payment in full of the mandatory principal payment in the amount of \$2,000,000 due pursuant to that certain note more particularly described in Recital B (iii) hereof on or before December 31, 1992.

4. The second "WHEREAS" clause of the Assignment of Rents is hereby deleted in its entirety and the following is substituted therefor:

**WHEREAS**, Assignee has made a loan to Assignor and LaFrancaise Bakery, Inc., (collectively referred to herein as the "Borrower") in the aggregate principal amount of \$11,960,000 evidenced by three promissory notes dated as of September 15, 1991 as amended concurrently herewith and one note dated as of April 21, 1992 (collectively referred to herein as the "Note") made by Borrower payable to the order of Assignee; and

5. By execution of the letter of direction to Mortgagor to execute this mortgage and the other loan documents, Beneficiary does manifest its agreement to be bound by the terms hereof as if it were a party hereto and a named Mortgagor hereunder.

6. Except as expressly amended hereby the Mortgage and the Assignment of Rents shall remain in full force and effect. The Mortgage and the Assignment of Rents and all rights and powers created thereby and thereunder or under such other documents are in all respects ratified and confirmed. From and after the date hereof, the Mortgage shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, the Mortgage shall continue in full force and effect and the Mortgage and the applicable portions of this Amendment shall be read, taken and construed as one and the same instrument. On and after the date hereof, the term "the Mortgage" as used in the Original Notes, the Supplemental Note, the Loan Agreement and all other Loan Documents shall mean the Mortgage as amended hereby. From and after the date hereof, the Assignment of Rents shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, the Assignment of Rents shall continue in full force and effect and the Assignment of Rents and the applicable provision of this Amendment shall be read, taken

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and construed as one and the same instrument. On and after the date hereof, the term the "Assignment of Rents" as used in the Original Notes, the Supplemental Note, the Loan Agreement and all other Loan Documents shall mean the Assignment of Rents as amended hereby.

7. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee hereunder, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertaking and agreements by said Trustee or for the purpose of or with the intention of binding said Trustee personally, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the American National Bank and Trust Company of Chicago on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 21st day of April, 1992.

LA FRANCAISE BAKERY, INC., an  
Illinois corporation

ATTEST:

By:

Name: Jim Kadavallis  
Title: SECRETARY

By:

Name: PAUL KADAVALLIS  
Title: PRESIDENT

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AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not personally  
but solely as Trustee under Trust  
Agreement dated September 1, 1991  
and known as Trust No. 114487-01

ATTEST:

By:

Name: Anita M. [Signature]  
Title: ASSISTANT SECRETARY

By:

Name: [Signature]  
Title: [Signature]

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not personally  
but solely as Trustee under Trust  
Agreement dated September 1, 1991  
and known as Trust No. 114488-00

ATTEST:

By:

Name: Anita M. [Signature]  
Title: ASSISTANT SECRETARY

By:

Name: [Signature]  
Title: [Signature]

VADEVOLIS INVESTMENT PARTNERSHIP,  
an Illinois general partnership

By:

Name: [Signature]  
Title: PARTNER

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO

By:

Name: [Signature]  
Title: [Signature]

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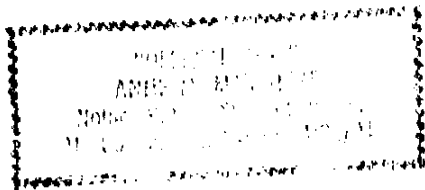
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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this \_\_\_\_\_ day of APR 28 1992, 1992, personally appeared before me [redacted], the [redacted] President and [redacted] Secretary of American National Bank and Trust Company of Chicago, not individually but solely as Trustees under Trust Agreement dated September 1, 1991 and known as Trust Number 114488-00, to me personally well known and known to be the persons who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that they are the [redacted] President and [redacted] Assistant Secretary, respectively, of said [redacted] and that they signed and delivered the same in behalf of [redacted], not individually but solely as trustee, aforesaid, with authority, as their and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



[Signature]  
Notary Public

My commission expires: \_\_\_\_\_

COOK County Clerk's Office

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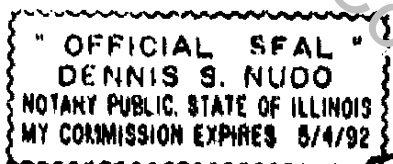
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STATE OF Illinois )  
COUNTY OF Cook ) SS:

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 27th day of April, 1992, personally appeared before me Paul Vadevoulis, the President of LaFrancaise Bakery, Inc., and Jim Vadevoulis, the SECRETARY of said corporation, to me personally well known and known to be the persons who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that they are the President and SECRETARY, respectively, of said LaFrancaise Bakery, Inc., and that they signed and delivered the same in behalf of said LaFrancaise Bakery, Inc., with authority, as their and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



[Signature]  
Notary Public

My commission expires: 5/4/92

Cook County Clerk's Office

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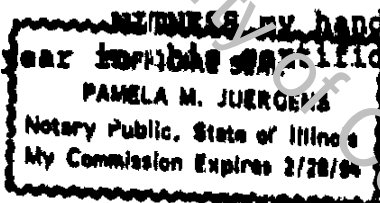
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STATE OF Illinois )  
COUNTY OF Cook ) SS:

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 29<sup>th</sup> day of April, 1992, personally appeared before me Michael Kuylen the 2nd Vice President & President of American National Bank and Trust Company of Chicago, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the 2nd VP President of said corporation and that he signed and delivered the same on behalf of said corporation, with authority, as his/her and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year ~~for~~ ~~the~~ ~~cert~~ ~~ific~~ ~~ate~~ above written.



Pamela M. Juergens  
Notary Public

My commission expires: 2/28/94

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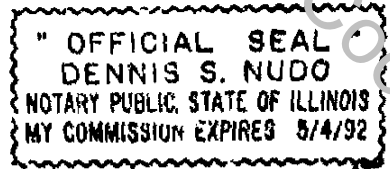
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STATE OF Illinois )  
COUNTY OF Cook ) SS:

The Under-signed, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 17th day of April, 1992, personally appeared before me Paul Vadevoulis, the general partner ~~Vadevoulis Investment Partners~~ a LL GENERAL LL partnership, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that they are the general of said ~~limited~~ GENERAL partnership, and that he signed and delivered the same in behalf of said ~~limited~~ partnership, as his free and voluntary act and deed for the use and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



[Signature]  
Notary Public

My commission expires: 5/4/92

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PART 11

EXHIBIT A - LEGAL ~~CONVEYANCE~~ DESCRIPTION

That part of the South East 1/4 of Section 19, Township 40 North, Range 18 East of the Third Principal Meridian, described as follows:

Commencing at the South East corner of the South East 1/4 of Section 19, aforesaid; thence North 0 Degrees 0 Minutes 47 Seconds West, along the East line of said South East 1/4, for a distance of 1267.41 feet; thence South 89 Degrees 59 Minutes 13 Seconds West 1661.0 feet to a point in the West line of North Runge Avenue (being a line 1661.0 feet long and parallel with the East line of the South East 1/4 of Section 19, aforesaid) and the point of beginning of the land herein described; thence North 0 Degrees 0 Minutes 47 Seconds West, along said West line, 340.0 feet to the North West corner of the North Terminus of North Runge Avenue, aforesaid; thence South 89 Degrees 59 Minutes 13 Seconds West 242.13 feet to the East line of a railroad spur track right of way; thence Southerly, along said East line, being a curved line convex Easterly and having a radius of 419.28 feet, for a distance of 24.60 feet to a point of tangency in said East line; thence continue South 0 Degrees 0 Minutes 47 Seconds East, along said East line, 315.51 feet; thence North 89 Degrees 59 Minutes 13 Seconds East 241.41 feet to the point of beginning, all in Cook County, Illinois.

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Volume: 084

3434 Runge St, Franklin Park, IL

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## EXHIBIT A - LEGAL DESCRIPTION

## PARCEL 2!

That part of the Southwest 1/4 of Fractional Section 31, Township 40 North, Range 12 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of said Fractional Section 31; thence North 00 degrees, 00 minutes, 00 seconds East, along the West line of the Southwest 1/4 of said Fractional Section 31, a distance of 99.65 feet to a point on the North right of way line of State Bond Issue Route 64 (commonly known as North Avenue); thence North 88 degrees, 20 minutes, 15 seconds East, along said North right of way line of State Bond Issue Route 64, a distance of 555.85 feet to the Southwest corner of a certain parcel of land conveyed to Burny Brothers, Inc. by the Chicago and North Western Railway Company by deed dated April 1, 1960; thence Northerly along the Westerly line of said Burny Brothers, Inc. property, said line also being the Easterly line of Access Road "C", the following 5 courses and distances: North 00 degrees, 03 minutes, 45 seconds East, a distance of 49.52 feet to a point of curvature; thence Northwesterly, along a curve convex Northwesterly and having a radius of 192.0 feet, a distance of 149.73 feet, more or less, to a point of tangency; thence North 42 degrees, 49 minutes, 45 seconds West, a distance of 115.47 feet to a point of curvature; thence Northwesterly along a curve convex Southwesterly and having a radius of 188.0 feet, a distance of 138.65 feet to a point of tangency; thence North 00 degrees, 34 minutes, 15 seconds West, a distance of 203.35 feet to the Northwest corner of said Burny Brothers, Inc. property for a point of beginning; thence Northerly along the Easterly line of Access Road "C", the following 2 courses and distances: thence North 00 degrees, 34 minutes, 15 seconds West, a distance of 563.37 feet to a point of curvature; thence Northerly, along a curve convex Easterly and having a radius of 7,142.0 feet, a distance of 18.98 feet to the Southwest corner of a certain parcel of land conveyed to Chrysler Corporation by the Chicago and North Western Railway Company by deed dated June 10, 1964; thence North 90 degrees, 00 minutes, 00 seconds East, along the South line of said Chrysler Corporation property, a distance of 868.16 feet to a point distant 150 feet Westerly of, as measured at right angles from, the center line of Yard Track No. 834, as then existing, of the Chicago and North Western Railway Company's Proviso Yard; thence South 4 degrees, 16 minutes, 49 seconds West, along a line parallel with and 150 feet Westerly of (as measured at right angles from) said center line of Yard Track No. 834, a distance of 560.07 feet to a point on the North line of said Burny Brothers, Inc. property; thence South 88 degrees, 20 minutes, 15 seconds West, along the North line of said Burny Brothers, Inc. property, a distance of 820.38 feet (deed distance 820.62 feet) to the point of beginning, in Cook County, Illinois.

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