

92805527

Prepared by and return to:
Deborah J. Kramer, Esq.
Heinrich & Kramer, P.C.
205 West Randolph Street, Suite 1750
Chicago, Illinois 60606 *Box 15*

A-163975

SECOND LOAN MODIFICATION AGREEMENT

This Agreement entered into as of this 31st day of January, 1992, by and between MANUFACTURERS AFFILIATED TRUST COMPANY (successor trustee to Western National Bank of Cicero), not personally, but as Trustee under Trust Agreement dated July 3, 1975 and known as Trust No. 5810 ("BORROWER"); WAYNE P. FILOSA and GIUSEPPE MARCHESE (collectively the "BENEFICIARY") and AFFILIATED BANK (formerly known as The Franklin Park Bank), its successors and assigns ("BANK");

W I T N E S S E T H:

WHEREAS, to evidence a \$250,000.00 loan (the "Loan") from BANK to Western National Bank of Cicero, not personally, but as Trustee under Trust Agreement dated November 20, 1980 and known as Trust No. 8073 ("Trust 8073"), Trust 8073 has executed and delivered to BANK a certain Principal Note (the "Note") dated May 14, 1981 as Maker, payable to the order of BANK in the stated principal sum of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00), which Note is secured by a Trust Deed (the "Mortgage") of even date with the Note and executed by Trust 8073 to BANK, as Trustee and as holder of the Note, encumbering the real estate legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate"), which was recorded in the Office of the Recorder of Deeds, Cook County, Illinois on May 27, 1981 as Document No. 25883268; and

WHEREAS, as further security for the Loan, Trust 8073 and/or BENEFICIARY (or either of them) have executed and delivered to BANK certain other documents evidencing or securing the Note (collectively referred to as the "Other Loan Documents"), including that certain Assignment of Rent of even date with the Note and recorded in the Office of the Recorder of Deeds, Cook County, Illinois on May 27, 1981 as Document No. 25883269, and other documents; and

WHEREAS, the Mortgage has been modified by that certain Agreement dated February 20, 1985; and

WHEREAS, BORROWER currently holds title to the Real Estate; and

WHEREAS, BENEFICIARY has requested that BANK reduce the interest rate under the Loan, and BANK is agreeable to same, upon the terms and conditions hereinafter set forth; and

WHEREAS, to evidence the reduced interest rate under the Loan, BORROWER shall, at the time of execution and delivery of this Agreement, deliver to BANK an "Amended and Restated Promissory Note" dated as of the date hereof (the "Restated Note"), payable to the order of BANK in the stated current principal amount of the Loan with interest and final maturity as set forth therein, which Restated Note shall be guaranteed by Wayne P. Filosa, personally, and Giuseppe Marchese, personally (collectively referred to herein as the "GUARANTOR") pursuant to a Guaranty of Note and Mortgage of even date herewith (the "Guaranty"); and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, it is hereby agreed as follows:

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1. The preamble hereof is incorporated by this reference into the main body of this Agreement.

2. The Restated Note is the current principal amount of Seventy Two Thousand Five Hundred Twenty Four and 42/100ths Dollars (\$72,524.42).

3. The Restated Note shall replace and supersede the Note. The indebtedness formerly evidenced by the Note is now evidenced by the Restated Note. All references to the Note or the indebtedness evidenced thereby, which are contained in the Mortgage, the Guaranty and Other Loan Documents shall hereafter be construed to be references to the Restated Note or the loan evidenced thereby. All references to the Mortgage contained in the Mortgage, the Guaranty or any of the Other Loan Documents shall be construed to be references to the Mortgage as modified herein and hereby.

4. In consideration of reducing the interest rate under the Loan, the following paragraphs are hereby incorporated in the Mortgage as if originally set forth therein:

Hazardous Substances. For purposes hereof, "Hazardous Substances" shall mean waste, asbestos, polychlorinated biphenyl compounds, petroleum products, pesticides or toxic or hazardous substances or materials of any kind, including, without limitation, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 1802, or the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.

First Party represents and warrants that: the premises and the use and operation thereof are currently in compliance and will remain in compliance with all applicable environmental, health and safety laws, rules and regulations; that there are no environmental, health or safety hazards on the premises; that the premises have never been used for a sanitary land fill, dump or for the disposal, generation or storage of any Hazardous Substances deposited or located in, under or upon the premises, or any parcels adjacent thereto, or on or affecting any part of the premises or the business or operations conducted thereon, including, without limitation, with respect to the disposal of Hazardous Substances; that no underground storage tanks are or have been located on the premises; that no portion of the premises is presently contaminated by any Hazardous Substances, and no storage, treatment or disposal of any Hazardous Substance has occurred on or in the premises; that there are no pending or threatened actions or proceedings (or notices of potential actions or proceedings) from any governmental agency or any other entity regarding the condition or use of the premises or regarding any environmental, health or safety law; that neither the First Party nor any Guarantor has received any notice of any Hazardous Substance in, under or upon the premises or of any violation of any environmental protection laws or regulations with respect to the premises or has any knowledge which would provide a basis for any such violation with respect to the premises. First Party agrees to promptly notify beneficiary of Trustee of any notices and any pending or threatened action or proceeding in the future, and First Party will promptly cure and have dismissed with prejudice any such actions and proceedings to the satisfaction of beneficiary of Trustee.

First Party covenants and agrees that, throughout the term of the Loan, no Hazardous Substances will be used by any person for any purpose upon the premises or stored

thereon in violation of applicable statute, rule or regulation. First Party hereby indemnifies and holds beneficiary of Trustee harmless of and from all loss, cost (including reasonable attorney fees), liability and damage whatsoever incurred by beneficiary of Trustee by reason of any violation of any applicable statute or regulation for the protection of the environment which occurs or has occurred with respect to the premises, or by reason of the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation. First Party's obligation to beneficiary of Trustee under the foregoing indemnity shall be without regard to fault on the part of First Party with respect to the violation of law which results in liability to beneficiary of Trustee. The release of this Trust Deed and/or repayment of the Note shall in no event terminate or otherwise affect the indemnity given by First Party to beneficiary of Trustee hereunder concerning Hazardous Substances.

Default. It shall be a default hereunder if there is a default by First Party or any successor thereto or any beneficiary thereof under any other loan from BANK.

5. Notwithstanding anything in the Mortgage to the contrary, the default rate of interest and late charge under the Mortgage shall be the rate and charge set forth in the Restated Note.

6. This Agreement shall be of no force and effect unless and until:

(a) BORROWER shall have executed and delivered to BANK the Restated Note; and

(b) GUARANTOR shall have executed and delivered to BANK the Guaranty; and

(c) This Agreement shall have been recorded in the Office of the Recorder of Deeds of Cook County, Illinois; and

(d) Chicago Title Insurance Company shall have issued an endorsement to its ALTA Loan Policy dated June 17, 1981 bearing Policy No. 68-28-151 under which it shall insure BANK that the Mortgage, as amended by the Agreement and hereby, constitutes a valid lien on the Real Estate, subject only to those exceptions shown in Schedule B in said Policy and current real estate taxes.

7. Except as modified herein, nothing herein contained shall alter, waive, annul, vary or affect the Mortgage, the Agreement or any of the Other Loan Documents, it being the intent of the parties hereto that the provisions, conditions and covenants of the documents evidencing and securing the Restated Note shall continue in full force and effect.

8. This Agreement is executed by the BORROWER, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and MANUFACTURERS AFFILIATED TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained herein or in the Restated Note shall be construed as creating any liability on the BORROWER personally or on MANUFACTURERS AFFILIATED TRUST COMPANY personally to pay the Restated Note or any interest or late charge that may accrue thereon, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein

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contained, all such liability, if any, being expressly waived by BANK and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BORROWER:

MANUFACTURERS AFFILIATED TRUST COMPANY, not personally, but as Trustee as aforesaid

ATTEST.

By: Martha Brooks
Its: AUTHORIZED OFFICER

By: Lawrence J. Sinto
Its: TRUST OFFICER

BENEFICIARY:

Wayne P. Filosa
WAYNE P. FILOSA

Giuseppe Marchese
GIUSEPPE MARCHESE

BANK:

AFFILIATED BANK

By: Richard J. Lewis
Its: 2ND V.P.

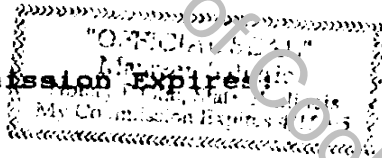
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that LAWRENCE S. SCINTO and MARSA ANN BROOKINS personally known to me and known by me to be the TRUST OFFICER President and SECRETARY, respectively, of MANUFACTURERS AFFILIATED TRUST COMPANY, in whose name, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said MANUFACTURERS AFFILIATED TRUST COMPANY as Trustee as aforesaid, and purposes therein set forth, and the said AUTHORIZED OFFICER Secretary then and there acknowledged that he, as custodian of the corporate seal of said MANUFACTURERS AFFILIATED TRUST COMPANY did affix the said corporate seal to said instrument as his free and voluntary act of said MANUFACTURERS AFFILIATED TRUST COMPANY as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of April A.D. 1992.



Maureen Salitree
Notary Public

My Commission Expires:

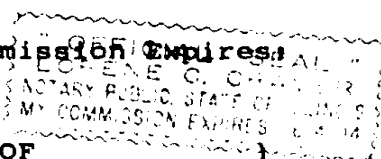
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

1992 APR 15 PM 1:52

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that WAYNE P. FILOSA, personally known to me to be the person, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged he signed and delivered the said Instrument of writing and executed same as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9 day of April A.D. 1992.



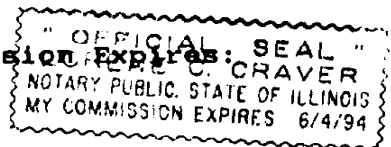
Lorene C. Craver
Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, Lorene C. Craver, a Notary Public in and for the County of Cook aforesaid, DO HEREBY CERTIFY, that GUISEPPE MARCHESE, 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 signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9 day of April A.D. 1992.



Lorene C. Craver
Notary Public

My Commission Expires:

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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 RICHARD G. KROST personally known to me to be the ZNC President of AFFILIATED BANK, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Instrument of writing as such officer of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN Under my hand and Notarial Seal this 9th day of APRIL A.D. 1943

Onelia Padron
Notary Public

My Commission Expires:



Property of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

Lot 1 in Latoria Brothers Construction Company Subdivision Unit Number 3, being a Subdivision of part of the Northeast 1/4 of Section 19, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL II:

Lot 2 in Latoria Brothers Construction Company Subdivision Unit Number 3, being a Subdivision of part of the Northeast 1/4 of Section 19, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 12-19-400-141
12-19-400-142

ADDRESS OF PROPERTY: 11235-11243 FRANKLIN AVENUE
FRANKLIN PARK, ILLINOIS 60131

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