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COOK COUNTY ILLINOIS
PUBLIC RECORDS

MODIFICATION AGREEMENT

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THIS MODIFICATION AGREEMENT dated as of June 1, 1993, by and among FAIRWAY BUILDING LIMITED PARTNERSHIP, an Illinois limited partnership (the "Mortgagor"), GERALD LEE NUDO ("Nudo"), LAURENCE H. WEINER ("L. Weiner"), ANNE B. VOSHEL ("Voshel"), ELLIOT M. WEINER ("E. Weiner") (Nudo and L. Weiner are sometimes hereinafter referred to collectively as the "Original Guarantors", and Nudo, L. Weiner, Voshel and E. Weiner are sometimes hereinafter referred to collectively as the "Additional Loan Guarantors"), ELLIOT WEINER & ASSOCIATES, INC., d/b/a MARC REALTY, an Illinois corporation ("Weiner & Associates"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank");

W I T N E S S E T H:

WHEREAS, one or more of the Mortgagor, the Original Guarantors, Weiner & Associates and the Bank heretofore entered into the following documents (collectively, the "Original Documents"):

(i) Commitment letter dated October 1, 1991 (the "Original Commitment"), from the Bank to the Mortgagor;

(ii) Mortgage Note dated October 1, 1991 (the "Original Note"), from the Mortgagor to the Bank in the principal amount of \$1,350,000;

(iii) Mortgage and Security Agreement dated as of October 1, 1991 (the "Mortgage"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 4, 1991, as Document No. 91575705;

(iv) Assignment of Rents and Leases dated as of October 1, 1991 (the "Assignment of Rents"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 4, 1991, as Document No. 91575706;

Permanent Tax Index Numbers:

10-22-100-013
10-22-100-014
10-22-100-015
10-22-100-040

Address of Premises:

8707 North Skokie Boulevard
Skokie, Illinois

This Instrument Prepared by and
to be Returned After Recording to:

Alvin L. Kruse, Esq.
James A. Schraidt, Esq.
Seyfarth, Shaw, Fairweather &
Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

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(v) Security Agreement (Partnership Interest) dated as of October 1, 1991 (the "Security Agreement"), from the Original Guarantors, Voshel and Weiner & Associates to the Bank;

(vi) Indemnity Agreement dated as of October 1, 1991 (the "Indemnity Agreement"), from the Original Guarantors to the Bank; and

(vii) Guaranty of Payment and Performance dated as of October 1, 1991 (the "Original Guaranty"), from the Original Guarantors to the Bank; and

WHEREAS, the loan evidenced and secured by the Documents (the "Original Loan") was made by the Bank to the Mortgagor to provide second mortgage financing for the purchase and improvement of the real estate described in Exhibit A attached hereto and certain improvements and personal property located thereon (the "Premises"); and

WHEREAS, subsequent to the initial disbursement of the Original Loan, Nudo and Voshel entered into a Pledge Agreement dated as of April 20, 1993, which by its terms secures the Original Note; and

WHEREAS, the Mortgage and the Assignment of Rents are subject and subordinate to the first Mortgage Documents (as defined in the Mortgage) which encumber the Premises and evidence and secure a loan from Connecticut General Life Insurance Company (the "First Mortgage Loan"); and

WHEREAS, the First Mortgage Loan matured and became due and payable on January 1, 1993; and

WHEREAS, the Bank has agreed to make a Loan (the "Additional Loan") in the principal sum of \$1,750,000 to pay the First Mortgage Loan and provide mortgage financing for the Premises upon the terms and conditions set forth in this Agreement and the Additional Documents (as defined below); and

WHEREAS, one or more of the Mortgagor and the Additional Loan Guarantors have entered into the following documents (the "Additional Documents") to evidence and secure the Additional Loan:

(i) Commitment Letter dated June 1, 1993 (the "Additional Commitment"), from the Bank to the Mortgagor;

(ii) Mortgage Note dated June 1, 1993 (the "Additional Note"), in the principal amount of \$1,750,000 from the Mortgagor to the Bank;

(iii) Guaranty of Payment and Performance dated as of June 1, 1993 (the "Additional Guaranty"), from the Additional Guarantors to the Bank; and

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(iv) Pledge Agreement dated as of April 20, 1993, from Nudo and Voshel to the Bank, and Supplement to Pledge Agreement dated as of June 1, 1993, by and among Nudo, Voshel and the Bank (collectively, the "Pledge Agreement"); and

WHEREAS, the Additional Loan will also be secured by the Mortgage, the Assignment of Rents, the Security Agreement and the Indemnity Agreement; and

WHEREAS, the Original Documents encumber the Premises; and

WHEREAS, the parties desire to make certain modifications and amendments to the Original Documents to, among other things, provide for the evidencing and securing of the Additional Loan;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; Incorporation of Pledge Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement. The parties acknowledge and agree that the Original Loan shall be included within the definition of Liabilities described in and secured by the Pledge Agreement. All references in the Original Documents to the "Loan Documents" shall be deemed to include a reference to the Pledge Agreement.

Section 2. Security for Additional Loan; Application of Amounts Received. (a) The Additional Loan, which is evidenced and secured by the Additional Documents, shall also be secured by the Mortgage, the Assignment of Rents, the Security Agreement and the Indemnity Agreement. Any and all references in the Original Documents to the obligations secured by the Mortgage, the Assignment of Rents, the Security Agreement and the Indemnity Agreement shall include a reference to the Additional Loan, all principal, interest and other amounts payable under the Additional Note and the other Additional Documents, and all other obligations under and/or evidenced by the Additional Note and the other Additional Documents.

(b) Amounts received by the Bank with respect to the Original Note and the Additional Note shall be applied in accordance with the following provisions:

(i) Except as provided in subparagraphs (ii) and (iii) below, all amounts received by the Bank with respect to the Original Note and the Additional Note shall be applied first to amounts then due on the Additional Note and next to amounts then due on the Original Note. Without limitation on the generality of the foregoing provisions of this subparagraph (i), the proceeds of any foreclosure sale or other exercise of remedies under the Loan Documents which are to be applied to payment of principal of and interest on the Original Note and

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the Additional Note shall be applied first to principal of and interest on the Additional Note and next to principal of and interest on the Original Note.

(ii) All payments received by the Bank pursuant to the fourth grammatical paragraph of the Original Commitment and the grammatical paragraph beginning on page 2 and continuing on page 3 of the Original Note, each relating to required principal payments on the Original Note based on Net Oak Park Cash Flow (as defined in the Original Commitment and the Original Note), shall be applied to the principal of the Original Note, and none of such payments shall be applied to the principal of or interest on the Additional Note.

(iii) Any payment received by the Bank pursuant to paragraph 8 of the Original Commitment shall be applied to the principal of the Original Note, and such payment shall not be applied to the principal of or interest on the Additional Note.

(c) The Original Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 2. Without limitation on the generality of the foregoing:

(i) The following new grammatical paragraph shall be inserted into the Original Note immediately before the first grammatical paragraph on page 4 of the Original Note:

The Loan Documents also secure a loan made by the Bank to the Mortgagor in the amount of \$1,750,000, which is evidenced by the Additional Note. Amounts received by the Bank with respect to this Note and the Additional Note shall be applied in accordance with the following provisions:

(i) Except as provided in subparagraphs (ii) and (iii) below, all amounts received by the Bank with respect to this Note and the Additional Note shall be applied first to amounts then due on the Additional Note and next to amounts then due on this Note. Without limitation on the generality of the foregoing provisions of this subparagraph (i), the proceeds of any foreclosure sale or other exercise of remedies under the Loan Documents which are to be applied to payment of principal of and interest on this Note and the Additional Note shall be applied first to principal of and interest on the Additional Note and next to principal of and interest on this Note.

(ii) All payments received by the Bank pursuant to the fourth grammatical paragraph of the Commitment and the grammatical paragraph

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beginning on page 2 and continuing on page 3 of this Note, each relating to required principal payments on this Note based on Net Oak Park Cash Flow, shall be applied to the principal of this Note, and none of such payments shall be applied to the principal of or interest on the Additional Note.

(iii) Any payment received by the Bank pursuant to paragraph 8 of the Commitment shall be applied to the principal of this Note, and such payment shall not be applied to the principal of or interest on the Additional Note.

(ii) The following definitions shall be added to Section 1.1 of the Mortgage in each case in alphabetical order with the existing definitions therein:

"Additional Commitment" means the Commitment Letter dated as of June 1, 1993, from the Mortgagee to the Mortgagor;

"Additional Guarantors" means the Guarantors, Anne B. Voshe and Elliot M. Weiner.

"Additional Guaranty" means the Guaranty of Payment and Performance dated as of June 1, 1993, from the Additional Guarantors to the Mortgagee.

"Additional Loan" means the \$1,750,000 mortgage loan made by the Mortgagee to the Mortgagor which is evidenced and secured by this Mortgage, the Assignment of Rents, the Security Agreement, the Indemnity Agreement and the Additional Loan Documents.

"Additional Loan Documents" means the Additional Commitment, the Additional Note, the Additional Guaranty and the Pledge Agreement.

"Additional Note" means the Mortgage Note of the Mortgagor dated June 1, 1993, in the principal amount of \$1,750,000, made payable to the Mortgagee.

"Pledge Agreement" means, collectively, the Pledge Agreement dated as of April 20, 1993, from Gerald Lee Nudo and Anne B. Voshe to the Mortgagee, and Supplement to Pledge Agreement dated as of June 1, 1993, by and among Gerald Lee Nudo, Anne B. Voshe to the Mortgagee.

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(iii) The following paragraph shall be inserted into the Mortgage on page 1 thereof, directly above the paragraph which begins with the words "NOW, THEREFORE":

WHEREAS, the Mortgagee has also made the Additional Loan to the Mortgagor secured by the Additional Note (each as defined in Article I hereof);

(iv) Pages 3 and 4 of the Mortgage shall be and hereby are modified and amended as follows:

(A) By inserting the words "and the Additional Note (as defined in Article I hereof)" following the word "Note" each time such word appears in paragraph (a) on page 3 and in the paragraph on page 4 that begins with the words "PROVIDED, HOWEVER,"; and

(B) By inserting the words "and the Additional Loan Documents (as defined in Article I hereof)" following the words "Loan Documents (as defined in Article I hereof)" each time such words appear in paragraphs (c) on page 3 and (d) on page 4.

(v) Section 2.1 of the Mortgage shall be and hereby is modified and amended in the following respects:

(A) By inserting the words "and the Additional Loan Documents" immediately following the words "Loan Documents" each time such words appear in such Section 2.1; and

(B) By inserting the following paragraph at the end of such Section:

The Additional Note secured hereby, which is hereby incorporated into this Mortgage by reference with the same effect as if set forth in full herein, is in the principal amount of \$1,750,000, and bears interest at the rate of 7 1/2% per annum. Interest only is due and payable on the Additional Note on July 1, 1993, monthly payments of principal and interest in the amount of \$18,856 are due and payable on the Additional Note on the first day of each month commencing August 1, 1993, and the balance of the principal remaining unpaid and all accrued and unpaid interest on the Additional Note shall be due and payable on April 1, 1995.

(vi) Section 2.8 of the Mortgage shall be and hereby is modified and amended in the following respects:

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(A) By changing the words "then prevailing interest rate on the Note" to the words "greater of the then prevailing interest rate on the Note or the interest rate on the Additional Note"; and

(B) By inserting the words "or Additional Loan Documents" immediately following the words "Loan Documents" in such Section.

(vii) Subsection 2.9(e) of the Mortgage shall be and hereby is modified and amended by inserting the words "or Additional Loan Documents" immediately following the words "Loan Documents" in clause (i) thereof.

(viii) Section 2.11 of the Mortgage shall be and hereby is modified and amended by inserting the words "or Additional Loan Documents" immediately following the words "Loan Documents" therein.

(ix) Subsections 2.13(b) and 2.13(d) of the Mortgage shall be and hereby are modified and amended by inserting the words "and the Additional Note" immediately following the word "Note" in each such Subsection.

(x) Subsection 2.15(d) of the Mortgage shall be and hereby is modified and amended by inserting the words "or Additional Loan Documents" immediately following the words "Loan Documents" therein.

(xi) Subsection 2.14(a) of the Mortgage shall be and hereby is modified and amended by inserting the words "and the Additional Note" immediately following the word "Note" in said Subsection.

(xii) Section 4.1 of the Mortgage shall be and hereby is modified and amended in the following respects:

(A) By inserting the words "or the Additional Note" following the word "Note" each time such word appears in Subsections (a), (e) and (i) of such Section 4.1;

(B) By inserting the words "or the Additional Loan Documents" following the words "Loan Documents" each time such words appear in such Section 4.1;

(C) By inserting the words "or the Additional Guaranty" following the word "Guaranty" each time such word appears in such Section 4.1;

(D) By inserting the words "or the Additional Guarantors" following the word "Guarantors" each time such word appears in such Section 4.1; and

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(E) By changing the word "either" to the word "any" each time such word appears in Subsection 4.1(i).

(xiii) Section 4.2 of the Mortgage shall be and hereby is modified and amended by adding the words "and the Additional Note" immediately following the word "Note" in said Section.

(xiv) Section 4.3 of the Mortgage shall be and hereby is modified and amended in the following respects:

(A) By inserting the words "or the Additional Note" immediately following the word "Note" in the seventh line of said Section;

(B) By adding the words ", the Additional Loan Documents" after the words "Loan Documents" therein; and

(C) By changing the words "then prevailing interest rate on the Note" to the words "greater of the then prevailing interest rate on the Note or the interest rate on the Additional Note."

(xv) Section 4.4 of the Mortgage shall be and hereby is modified and amended in its entirety and restated as follows:

Section 4.4. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises or of the exercise of any other remedy hereunder shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings or such other remedy, including all such items as are mentioned in Section 4.2 hereof; second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage additional to that evidenced by the Note or the Additional Note, with interest thereon as therein provided; third, all principal and interest remaining unpaid on the Additional Note; fourth, all principal and interest remaining unpaid on the Note; and fifth, any overplus to the Mortgagor, its successors or assigns, as their rights may appear.

(xvi) Section 4.5 of the Mortgage shall be and hereby is modified and amended by inserting the words "or the Additional Note" immediately following the word "Note" in said Section.

(xvii) Section 4.7 of the Mortgage shall be and hereby is modified and amended by inserting the words "or Additional Loan Documents" after the words "Loan Documents" in said Section.

(xviii) Section 4.10 of the Mortgage shall be and hereby is modified and amended in its entirety and restated as follows:

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Section 4.10. Mortgagee's Use of Deposits. With respect to any deposits made with or held by the Mortgagee or any depository pursuant to any of the provisions of this Mortgage, in the event of a default in any of the provisions contained in this Mortgage or in the Note, the Additional Note, or any of the other Loan Documents or Additional Loan Documents, the Mortgagee may, at its option, without being required to do so, apply any moneys or securities which constitute such deposits to the indebtedness secured hereby in the order specified in Section 4.4 hereof for application of proceeds of foreclosure sale. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to the Mortgagor. Such deposits are hereby pledged as additional security for the prompt payment of the Note, the Additional Note, and any other indebtedness hereunder and shall be held to be irrevocably applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor.

(xix) Sections 5.8, 5.10 and 5.12 of the Mortgage shall be and hereby are modified and amended by inserting the words "or the Additional Note" following the word "Note" in said Sections.

(xx) Sections 5.3, 5.11 and 5.14 of the Mortgage shall be and hereby are modified and amended by inserting the words "and the Additional Note" following the word "Note" in said Sections.

(xxi) Section 5.12 of the Mortgage shall be and hereby is modified and amended by inserting the words ", the Additional Guaranty" following the word "Guaranty" in said Section.

(xxii) Page 1 of the Assignment of Rents shall be and hereby is modified and amended in the following respects:

(A) By inserting the following at the end of the second grammatical paragraph appearing on such page: "and of the Mortgage Note of the Mortgagor dated June 1, 1993 (the "Additional Note"), in the principal amount of \$1,750,000, secured by the Mortgage;"; and

(B) By inserting the words ", the Additional Note" following the words "Mortgage Note" in Section 5 of the Assignment of Rents.

(xxiii) The following sentence shall be inserted at the end of Section 3 of the Assignment of Rents:

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Any such rents, avails, issues and profits which are to be applied to amounts due under the said Mortgage Note or the Additional Note shall be applied in the manner provided in Section 4.4 of the Mortgage.

(xxiv) The second grammatical paragraph on page 1 of the Security Agreement shall be and hereby is modified and amended in its entirety and restated as follows:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, in order to secure (i) the payment of a Mortgage Note dated October 1, 1991 (the "Note"), executed and delivered by Fairway Building Limited Partnership, an Illinois limited partnership ("Fairway"), to The Northern Trust Company, an Illinois banking corporation (the "Bank") in the sum of \$1,350,000 and payable as to principal and interest as therein provided, and any modifications, extensions or renewals of the Note; (ii) the payment of a Mortgage Note dated June 1, 1993 (the "Additional Note"), executed and delivered by Fairway, to the Bank in the sum of \$1,750,000 and payable as to principal and interest as therein provided, and any modifications, extensions or renewals of the Additional Note; (iii) payment and performance of all obligations of Fairway under the Commitment Letter dated as of October 1, 1991 (the "Commitment"), from the Bank to Fairway; (iv) payment and performance of all Obligations of Fairway under the Commitment Letter dated as of June 1, 1993 (the "Additional Commitment"), from the Bank to Fairway; (v) payment and performance of all obligations of Fairway, Nudo, Voshel and Weiner under all of the Loan Documents (as defined in the Commitment and the Additional Commitment); (vi) further advances made in accordance with the terms of the Loan Documents; (vii) all other liabilities (primary, secondary, direct, contingent, sole joint or several) due or to become due which may be hereafter contracted or acquired of Fairway to the Bank; and (viii) performance by the Assignors of the agreements hereinafter set forth;

(xxv) The following sentence shall be inserted at the end of Section 8 of the Security Agreement:

Any and all net proceeds received by the Bank by reason of the exercise of such rights and remedies shall be applied in the manner provided in Section 4.4 of the Mortgage and Security Agreement referred to in the Note and the Additional Note.

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(xxvi) The Indemnity Agreement shall be and hereby is modified and amended in the following respects:

(A) By amending and restating the first two recital paragraphs on page 1 thereof in their entirety as follows:

"WHEREAS, the Mortgagee is making a loan in the amount of \$1,350,000 (the "Loan") and an additional loan in the amount of \$1,750,000 (the "Additional Loan") to the Mortgagor for the purpose of providing mortgage financing for the property encumbered by the Mortgage and Security Agreement referred to below; and

WHEREAS, the Loan is evidenced and secured by a Commitment Letter of even date herewith from the Mortgagee to the Mortgagor and by a Mortgage Note of even date herewith from the Mortgagor to the Mortgagee, the Additional Loan is evidenced and secured by a Commitment Letter dated June 1, 1993, from the Mortgagee to the Mortgagor, and by a Mortgage Note dated June 1, 1993, and both the Loan and the Additional Loan are evidenced and secured by a Mortgage and Security Agreement of even date herewith (the "Mortgage"), from the Mortgagor to the Mortgagee encumbering the "Premises" (as defined in the Mortgage), and by the other "Loan Documents" and "Additional Documents" (each as defined in the Mortgage; and".

(B) By inserting the words ", the Additional Loan" immediately following the words "the Loan" in the fifth and sixth recital paragraphs on page 1 thereof.

(C) By inserting the words ", the Additional Documents" immediately following the words "Loan Documents" in Sections 1, 2 and 4 thereof.

Section 3. Real Estate Tax Escrow Deposits. It shall be a condition of both the Original Loan and the Additional Loan that the Mortgagor shall fund an escrow with the Bank for the payment of real estate taxes on the Premises pursuant to Section 2.2 of the Mortgage. Such escrow shall be funded with an initial deposit of \$105,292.41 on the date of funding of the Additional Loan. Commencing on July 1, 1993, the Mortgagor shall make monthly escrow deposits pursuant to Section 2.2 of the Mortgage, payable as described in such Section 2.2, in order to provide for the payment of the real estate taxes on the Premises. Until such time as the Bank shall notify the Mortgagor of any change in such amount, the amount of such monthly escrow deposits shall be \$22,000. Amounts from time to time on deposit in such escrow shall be held in an interest bearing money market demand account at the Bank. Provided

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no default or event of default exists under any of the Documents, interest earned on such amounts may be applied by the Mortgagor from time to time to payment of principal and interest on the Original Note and the Additional Note.

All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 3.

Section 4. Litigation and Judgments Against Original Guarantors and Additional Guarantors. Each of the Original Guarantors and the Additional Guarantors shall give the Bank written notice of the filing of any litigation against him or her within 30 days after receiving notice (by service of process or otherwise) of the filing of such litigation. It shall be an event of default under the Original Documents and the Additional Documents if any judgment is entered against any of the Original Guarantors or the Additional Guarantors and such judgment remains unvacated and unstayed for an aggregate of 30 days (whether or not consecutive) from the first date of entry thereof, or if any Original Guarantor or Additional Guarantor fails to give the Bank the aforesaid written notice of litigation filed against such Original Guarantor or Additional Guarantor. All of the Original Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 4. Without limitation on the generality of the foregoing, the Mortgage shall be and hereby is modified and amended by inserting a new subsection 4.1(d.1) immediately following subsection 4.1(d), which new subsection 4.1(d.1) shall read as follows:

(d.1) A judgment shall be entered against any Guarantor or Additional Guarantor, and such judgment shall remain unvacated and unstayed for an aggregate of 30 days (whether or not consecutive) from the first date of entry thereof, or any Guarantor or Additional Guarantor shall fail to give the Mortgagee written notice of the filing of any litigation against him or her within 30 days after receiving notice (whether by service of process or otherwise) of the filing of such litigation, or

Section 5. No Further Disbursement of Original Loan. The outstanding principal balance of the Original Loan is \$1,150,000 as of the date hereof, or will be \$1,150,000 on the date of disbursement of the Additional Loan. Notwithstanding anything to the contrary contained in the Original Documents, including, without limitation, paragraphs 3 and 6 of the Original Commitment, (i) the Bank shall have no obligation to make any additional advances of proceeds of the Original Loan; (ii) the Mortgagor shall have no further right to borrow or reborrow proceeds of the Original Loan or amounts paid on the principal of the Original Loan; (iii) the Original Loan shall no longer be a revolving loan; and (iv) the Original Loan is hereby converted from a revolving loan to a \$1,150,000 term loan under which amounts paid on principal may not be borrowed again. All of

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the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 5.

Section 6. Limitation on Capital Expenditures. The Mortgagor shall not make any capital expenditures after the date of the closing of the Additional Loan if such capital expenditures would cause the aggregate capital expenditures of the Mortgagor in any fiscal year of the Mortgagor to exceed \$25,000, without the prior consent of the Bank. All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 6.

Section 7. Payoff of First Mortgage Loan. (a) The Additional Loan is being made by the Bank to the Mortgagor for the purpose of paying the First Mortgage Loan in full. To the extent the proceeds of the Additional Loan are insufficient for such purpose, the Mortgagor shall as a condition to disbursement of the Additional Loan, deposit in an escrow satisfactory to the Bank, a sum of money which, when added to the net proceeds of the Additional Loan will be sufficient to pay the First Mortgage Loan in full. Upon disbursement of the Additional Loan, the First Mortgage Loan shall be paid in full and the lien of the First Mortgage Documents (as defined in the Mortgage) shall be discharged and released of record, it being the intention of the parties that upon and after such release the Mortgage and the Assignment of Rents, as modified and amended hereby, shall constitute a first and prior lien on the Premises and the other property assigned or in which a security interest or lien is granted thereunder, subject only to Permitted Encumbrances (as defined in the Mortgage), which Permitted Encumbrances shall not include the First Mortgage Documents. From and after disbursement of the Additional Loan, all references in the Original Documents to the First Mortgage Loan and/or the First Mortgage Documents shall be of no further force and effect; provided, however, that for purposes of the definition of Net Cash Flow (as contained in paragraph 2 of the Original Commitment and the second grammatical paragraph of the Note) a reference to the Additional Note shall be substituted for the term "First Mortgage Note" in said definition.

(b) All of the Documents and the Additional Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 7. Without limitation on the generality of the foregoing:

(i) The Original Commitment shall be and hereby is modified and amended in the following respects:

(A) By replacing the words "'First Mortgage Note' (as defined below)" in paragraph 2 of the Original Commitment with the words "that certain Mortgage Note dated June 1, 1993, in the principal amount of \$1,750,000 from the Mortgagor to the Bank".

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(B) By amending and restating paragraph 7 (consisting of three grammatical paragraphs) in its entirety as follows:

7. The Bank is making an additional loan to the Mortgagor in the principal sum of \$1,750,000 (the "Additional Loan"). The Loan and the Additional Loan are to be secured by a first priority mortgage and a first priority assignment of rents and leases covering the Premises and a first priority collateral pledge and assignment by the Guarantors, Anne B. Voshel and Elliot Weiner & Associates, Inc., d/b/a Marc Realty, an Illinois corporation ("Weiner & Associates"), of their limited partnership interests in and right to receive distributions as general or limited partners of, and indebtedness due from, the Mortgagor, Edens and Oak Park Venture. The Loan is to be guaranteed as to payment and performance by the Guarantors, and the Additional Loan is to be guaranteed as to payment and performance by the Guarantors, Anne B. Voshel ("Voshel") and Elliot M. Weiner ("E. Weiner"). Payment of the Loan shall be subject and subordinate to payment of the Additional Loan to the extent set forth in Section 2 of that certain Modification Agreement dated as of June 1, 1993, by and among the Mortgagor, the Guarantors, Voshel, E. Weiner, Weiner & Associates and the Bank. The Premises will also be encumbered by a subordinated mortgage and a subordinated assignment of rents and leases in favor of the Bank securing the Edens Loan. The aforesaid partnership interests and indebtedness due from partnerships will also be encumbered by a second priority collateral pledge and assignment in favor of the Bank securing the Edens Loan. The Bank's mortgage on the Premises securing the Loan and the Additional Loan will be cross-defaulted with any other mortgage from time to time encumbering the Premises or any portion thereof, and with any other written contract, agreement or other instrument heretofore or hereafter entered into with the Bank by the Mortgagor, Edens or any of the Guarantors, Voshel or E. Weiner.

The Bank shall release its mortgage and assignment of rents and leases on the Premises securing the Loan and the Additional Loan, and its subordinated mortgage and subordinated assignment of rents and leases securing the Edens Loan upon sale or refinancing of the Premises and prepayment of all of the principal of the Loan

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and the Additional Loan. If the Net Proceeds of Sale or Refinancing (as defined below) of the Premises are insufficient to prepay all of the principal of the Loan and the Additional Loan, the Bank shall release its mortgage and assignment of rents and leases on the Premises securing the Loan and the Additional Loan, and its subordinated mortgage and subordinated assignment of rents and leases securing the Edens Loan upon prepayment of the Loan and the Additional Loan in an amount equal to the greater of (i) such Net Proceeds of Sale or Refinancing and (ii) all of the principal of the Loan and the Additional Loan except a balance of not more than \$350,000; provided that upon such release, any balance of the Loan or the Additional Loan which remains unpaid after such prepayment shall continue to be secured by the collateral pledge and assignment of partnership interests and the indebtedness due from partnerships referred to above, and shall also be secured, if and to the extent permitted by the holder of any first mortgage on the Premises, in whole or in part by a second mortgage and second assignment of rents and leases on the Premises, and if and to the extent permitted by the holder of any first mortgage on the Edens Building, by a second mortgage and second assignment of rents and leases on the Edens Building.

For purposes of this Commitment, "Net Proceeds of Sale or Refinancing" shall mean the gross sale price of the property being sold or refinanced or the gross amount of the refinancing loan with respect to the property being sold or refinanced, minus (i) usual and ordinary expenses of sale or refinancing, and (ii) customary brokerage commissions paid to third parties unrelated to the Mortgagor or the Guarantors, or such other parties as the Bank shall approve in the exercise of reasonable discretion; and, in the case of a sale, plus or minus usual and customary prorations.

(ii) The Note shall be and hereby is modified and amended by substituting the words "Additional Note" for the words "First Mortgage Note" in clause (iii) of the second grammatical paragraph thereof, and by amending the last sentence of said paragraph in its entirety and replacing it with a sentence to read as follows: "For purposes of this Note, "Additional Note" shall mean that certain Mortgage Note dated June 1, 1993, from the Mortgagor to the Bank in the

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principal amount of \$1,750,000, which is secured by the Mortgage (as defined below)."

Section 8. Attachment to Note. The Bank may, and prior to any transfer by it of the the Original Note or the Additional Note shall, attach a copy of this Agreement to the Original Note or Additional Note being transferred and place an endorsement on the original Note or Additional Note being transferred making reference to the fact that such attachment has been made.

Section 9. Documents to Remain in Effect; Confirmation of Obligations; References. The Original Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Mortgagor, the Original Guarantors and Weiner & Associates hereby (i) confirm and reaffirm all of their respective obligations under the Original Documents, as modified and amended herein; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Original Documents, or any rights or remedies under any of the Original Documents, except as expressly provided herein; (iii) acknowledge and agree that the Bank has not heretofore waived any default or event of default under any of the Original Documents, or any rights or remedies under any of the Original Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their respective obligations under the Original Documents, as modified and amended herein. All references in the Original Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

Section 10. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies, represents and warrants to the Bank that all certifications, representations and warranties contained in the Original Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 11. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 12. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

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Section 13. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 15. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 16. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 17. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

FAIRWAY BUILDING LIMITED PARTNERSHIP

By Gerald Lee Nudo
Gerald Lee Nudo, General Partner

By Laurence H. Weiner
Laurence H. Weiner, General Partner

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9-4-91

Gerald Lee Nudo

Gerald Lee Nudo

Laurence H. Weiner

Laurence H. Weiner

Anne B. Voshel

Anne B. Voshel

Elliot M. Weiner

Elliot M. Weiner

ELLIOT WEINER & ASSOCIATES, INC.
d/b/a MARC REALTY

By Elliot M. Weiner President
Title:

THE NORTHERN TRUST COMPANY

By _____
Title:

CONSENT AND RESUBORDINATION

The Northern Trust Company, an Illinois banking corporation (the "Bank"), as secured party under that certain Security Agreement (Partnership Interest) dated as of October 1, 1991 (the "Subordinate Security Agreement"), from Nudo, L. Weiner, Voshel and Weiner & Associates to the Bank, securing that certain \$2,750,000 mortgage loan (the "Edens Loan") from the Bank to Edens Building Limited Partnership, an Illinois limited partnership, which Subordinate Security Agreement is subject and subordinate to the Security Agreement, hereby consents to the modification and amendment of the Security Agreement provided for in the above and foregoing Modification Agreement, and hereby resubordinates the Subordinate Security Agreement to the Security Agreement as modified and amended.

In addition, the Bank, as Mortgagee under that certain Mortgage and Security Agreement dated as of October 1, 1991 (the "Subordinate Mortgage"), from the Mortgagor to the Bank recorded in the Office of

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Property of Cook County Clerk's Office

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Gerald Lee Nudo

Laurence H. Weiner

Anne B. Voshel

Anne B. Voshel

Elliot M. Weiner

ELLIOT WEINER & ASSOCIATES, INC.
d/b/a MARC REALTY

By _____
Title: _____

THE NORTHERN TRUST COMPANY

By _____
Title: _____

CONSENT AND RESUBORDINATION

The Northern Trust Company, an Illinois banking corporation (the "Bank"), as secured party under that certain Security Agreement (Partnership Interest) dated as of October 1, 1991 (the "Subordinate Security Agreement"), from Nudo, L. Weiner, Voshel and Weiner & Associates to the Bank, securing that certain \$2,750,000 mortgage loan (the "Edens Loan") from the Bank to Edens Building Limited Partnership, an Illinois limited partnership, which Subordinate Security Agreement is subject and subordinate to the Security Agreement, hereby consents to the modification and amendment of the Security Agreement provided for in the above and foregoing Modification Agreement, and hereby resubordinates the Subordinate Security Agreement to the Security Agreement as modified and amended.

In addition, the Bank, as Mortgagee under that certain Mortgage and Security Agreement dated as of October 1, 1991 (the "Subordinate Mortgage"), from the Mortgagor to the Bank recorded in the Office of

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the Recorder of Deeds of Cook County, Illinois, on November 4, 1991, as Document No. 91575707 and that certain Assignment of Rents and Leases dated as of October 1, 1991 (the "Subordinate Assignment of Rents"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 4, 1991, as Document No. 91575708, each of which encumbers the Premises, secures the Edens Loan, and is subject and subordinate to the Mortgage and the Assignment of Rents, hereby consents to the modification and amendment of the Mortgage and the Assignment of Rents provided for in the above and foregoing Modification Agreement, and hereby resubordinates the Subordinated Mortgage and the Subordinated Assignment of Rents to the Mortgage and the Assignment of Rents.

THE NORTHERN TRUST COMPANY

By

Title:

David S. Ryan
Vice President

COOK COUNTY, ILLINOIS
FILED FOR RECORD

93 JUN 25 AM 11:03

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STATE OF Illinois)
COUNTY OF Cook) SS

2nd The foregoing instrument was acknowledged before me this day of June, 1993, by Gerald Lee Nudo and Laurence H. Weiner, general partners on behalf of Fairway Building Limited Partnership, an Illinois limited partnership.

" OFFICIAL SEAL "
ALLEN B. GLASS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/21/93

STATE OF Illinois)
COUNTY OF Cook) SS

2nd The foregoing instrument was acknowledged before me this day of June, 1993, by Gerald Lee Nudo.

" OFFICIAL SEAL "
ALLEN B. GLASS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/21/93

STATE OF Illinois)
COUNTY OF Cook) SS

2nd The foregoing instrument was acknowledged before me this day of June, 1993, by Laurence H. Weiner.

Notary Public

STATE OF Illinois)
COUNTY OF Cook) SS

" OFFICIAL SEAL "
ALLEN B. GLASS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/21/93

2nd The foregoing instrument was acknowledged before me this day of June, 1993, by Anne B. Voshel.

Notary Public
" OFFICIAL SEAL "
ALLEN B. GLASS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/21/93

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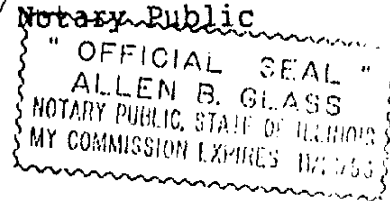
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STATE OF Illinois)
COUNTY OF Cook) SS

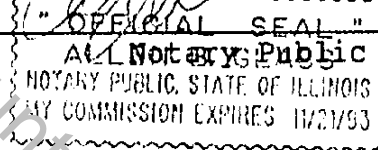
2nd The foregoing instrument was acknowledged before me this
day of June, 1993, by Elliot M. Weiner

STATE OF Illinois)
COUNTY OF Cook) SS



2nd The foregoing instrument was acknowledged before me this
day of June, 1993, by Elliot Weiner,
of Elliot Weiner & Associates, Inc., d/b/a
Marc Realty, an Illinois corporation, on behalf of the corporation.

STATE OF ILLINOIS)
COUNTY OF COOK) SS



The foregoing instrument was acknowledged before me this
____ day of June, 1993, by _____,
of The Northern Trust Company, an Illinois banking
corporation, on behalf of the corporation.

Notary Public

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9 3 4 3 7 1 1

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this _____ day of June, 1993, by Elliot M. Weiner.

Notary Public

STATE OF _____)
COUNTY OF _____) SS

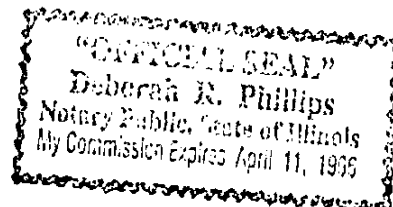
The foregoing instrument was acknowledged before me this _____ day of June, 1993, by _____, of Elliot Weiner & Associates, Inc., d/b/a Marc Realty, an Illinois corporation, on behalf of the corporation.

Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 22 day of June, 1993, by LISA D. RYAN, of The Northern Trust Company, an Illinois banking corporation, on behalf of the corporation.

Deborah R. Phillips
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

8707 Skokie Boulevard, Skokie, Illinois

Permanent Tax Index Numbers:

10-22-100-013
10-22-100-014
10-22-100-015
10-22-100-040

PARCEL 1:

LOTS 17 TO 19 IN EVANSTON GOLF CLUB'S WEST BORDER LOT SUBDIVISION, IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1924 AS DOCUMENT NUMBER 8503410, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 9, IN THE SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF LOT 20, IN EVANSTON GOLF CLUB'S WEST BORDER LOT SUBDIVISION, AND RUNNING THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 20, EXTENDED EAST, A DISTANCE OF 200 FEET, TO THE EXTENSION OF THE EAST LINE OF LOT 24; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 24, EXTENDED SOUTH, A DISTANCE OF 70 FEET, TO A POINT ON THE SAID LINE, 295 FEET SOUTH OF THE SOUTH EAST CORNER OF SAID LOT 24; THENCE SOUTH WESTERLY 308.25 FEET TO THE SOUTH EAST CORNER OF SAID LOT 17, AS AFORESAID; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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