

UNOFFICIAL COPY

03581470

FIFTH MODIFICATION OF LOAN DOCUMENTS

This FIFTH MODIFICATION OF LOAN DOCUMENTS (this "Modification") is entered into as of June 30, 1993 and is made by *NBD TRUST COMPANY OF ILLINOIS, not personally, but as Trustee under Trust Agreement dated January 1, 1989 and known as Trust No. 1029-CH (the "Trust"), MOSS DEVELOPMENT COMPANY, an Illinois corporation ("MDC"; the Trust and MDC being collectively referred to as the "Borrower"), Joseph Moss ("Moss") and BANK LEUMI LE-ISRAEL B.M., Chicago Branch (the "Lender").

. DEPT-01 RECORDING \$35.50
. T42122 TRAN 3450 07/27/93 10:04:00
. #5201 : * - 93 581470
. COOK COUNTY RECORDER

BACKGROUND

The Trust, River Erie Associates, an Illinois general partnership, and certain guarantors executed and delivered to the Lender, on March 9, 1989, certain documents evidencing and securing a first mortgage loan in the original principal amount of \$4,000,000 (the "Loan") secured by real estate, consisting of approximately 81,450 square feet bounded by Kingsbury Street, West Erie Street, Ontario Street (as extended) and the Chicago River (the "Property"). Said documents include, but are not limited to, the loan documents described on Exhibit A attached hereto and made a part hereof (collectively, the "Loan Documents"). The Property is legally described on Exhibit B attached hereto and made a part hereof.

The Borrower and the Lender wish to further amend the Loan Documents.

In consideration of the mutual promises herein contained, the Lender and the Borrower agree to modify the terms and conditions of the Loan as follows.

AGREEMENT

1. Defined Terms. Capitalized terms used (but not defined) in this Modification shall have the meanings ascribed to them in the Loan Documents.
2. Maturity Date Extended One Year. The Maturity Date of the Loan is hereby extended until June 30, 1994.
3. Loan Documents Deemed to Reflect this Modification. The Note, Mortgage and other Loan Documents are, by the execution and delivery of this Modification, hereby deemed to be changed to reflect the changed specifically referred to herein.

*NBD BANK, AS SUCCESSOR TRUSTEE TO



Bank Leumi Le-Israel B.M.
P.O. Box 2900
Chicago, IL 60690-2900

03581470

35.4
M.S.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

RECEIVED

0121320

93581470

UNOFFICIAL COPY

4. Loan Documents Otherwise Unchanged; Reaffirmation of Moss Obligations as Guarantor and Indemnitor. Except for the changes specifically described above, the Loan Documents shall remain in full force and effect in accordance with their terms prior to this Modification. By his execution hereof, Moss hereby consents to provisions of this Modification, and reaffirms the validity and enforceability of his Guaranty of Payment dated March 9, 1989 executed by him and the Environmental Indemnification Agreement dated as of March 9, 1989 executed by him, and of all of his obligations as guarantor and indemnitor, respectively, thereunder.

5. Trustee Exculpation. This Modification is executed by *NBD Trust Company of Illinois, not personally, but solely as Trustee as aforesaid. All of the covenants and conditions to be performed hereunder by *NBD Trust Company of Illinois are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against *NBD Trust Company of Illinois by reason of any of the covenants, statements, representations or warranties contained in this Modification.

IN WITNESS WHEREOF, this Fifth Modification of Loan Documents is executed as of the year and date first above written.

LENDER:

BANK LEUMI LE-ISRAEL B.M.
CHICAGO BRANCH

By: [Signature]

Its: [Signature]

MOSS:

[Signature]
Joseph Moss

TRUST:

NBD BANK, AS SUCCESSOR TRUSTEE TO
NBD TRUST COMPANY OF ILLINOIS,
not personally, but as Trustee
as aforesaid

By: [Signature]

Its: TRUST OFFICER

MDC:

MOSS DEVELOPMENT COMPANY, an
Illinois corporation

By: [Signature]

Its: [Signature]

*NBD BANK, AS SUCCESSOR TRUSTEE TO

EXONERATION PROVISION RESTRICTING
ANY LIABILITY OF NBD BANK ATTACHED
HERETO IS HEREBY EXPRESSLY MADE A
PART HEREOF.

See Attached C

93581970

07P1323L

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF
FIFTH MODIFICATION OF LOAN DOCUMENTS

DATED JUNE 30, 1993 UNDER TRUST NO. 1029-CH

This instrument is executed by NBD Bank, successor Trustee to NBD Trust Company of Illinois, not personally but as Trustee under Trust No. 1029-CH, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All of the terms, provisions, stipulations, covenants and conditions to be performed by NBD Bank, are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against NBD Bank, by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said NBD Bank, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon NBD Bank, personally or as said Trustee to sequester the rents, issues, and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof; but so far as said Trustee and its successors and said NBD Bank, personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefor and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

It is expressly understood and agreed by every person, firm or corporation claiming any interest in this document that NBD Bank shall have no liability, contingent or otherwise arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the Trustee, which are based upon or in any way related to such hazardous materials including without limitation attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of the exculpatory Rider and the provisions of the document to which it is attached, the provisions of this Rider shall govern.

exculpatory

93581470

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid DO HEREBY CERTIFY that Jill Franklin, personally known to me to be the Assistant Vice President of BANK LEUMI LE-ISRAEL B.M., CHICAGO BRANCH, did appear before me this day and acknowledge that (s)he signed and delivered the said instrument as his (her) free and voluntary act and as the free and voluntary act of the said corporation.

Given under my hand and official seal this 27th day of July, 1993.

Lucy A. Jachym
 Name: Lucy A. Jachym

My commission expires: 6-14-97



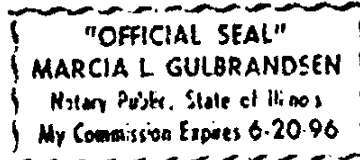
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid DO HEREBY CERTIFY that Patrick J. McCloskey, personally known to me to be the Trust Officer President of *NBD TRUST COMPANY OF ILLINOIS, did appear before me this day and acknowledge that (s)he signed and delivered the said instrument as his (her) free and voluntary act and as the free and voluntary act of the said corporation.

Given under my hand and official seal this 21 day of July, 1993.

Marcia L. Gulbrandsen
 Name: Marcia L. Gulbrandsen

My commission expires: 6-20-96

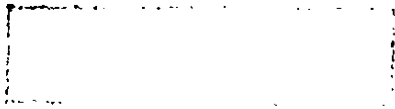


*NBD Bank, as Successor Trustee to

93552470

UNOFFICIAL COPY

Property of Cook County Clerk's Office



05/11/2010
05/11/2010
05/11/2010

UNOFFICIAL COPY

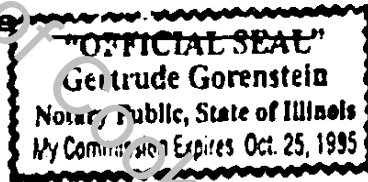
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid DO HEREBY CERTIFY that JOSEPH MOSS personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 13th day of July, 1993.

Gertrude Gorenstein
 Name: _____

My commission expires _____



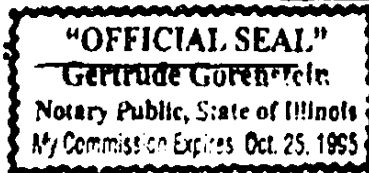
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid DO HEREBY CERTIFY that Joseph Moss, personally known to me to be the President of MOSS DEVELOPMENT COMPANY, an Illinois corporation, did appear before me this day and acknowledge that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the said corporation.

Given under my hand and official seal this 13th day of July, 1993.

Gertrude Gorenstein
 Name: _____

My commission expires _____



07123826
 93581470

UNOFFICIAL COPY

Property of Cook County Clerk's Office

07/18/2016 10:11:18 AM
07/18/2016 10:11:18 AM

UNOFFICIAL COPY

EXHIBIT A

1. Mortgage Note, dated March 9, 1989 (the "Note")
2. Mortgage, Assignment of Rents, Leases and Profits and Security Agreement, dated March 9, 1989 (the "Mortgage"), recorded with the Recorder of Deeds, Cook County, Illinois (the "Recorder") on March 15, 1989 as Document No. 89-114644
3. Guaranty of Repayment, dated March 9, 1989, made by Joseph Moss (the "Moss Guaranty")
4. Collateral Assignment of Beneficial Interest, dated March 9, 1989
5. Environmental Indemnification Agreement, dated March 9, 1989 (the "Environmental Indemnity Agreement")
6. UCC Financing Statements
7. Modification Agreement (Note), dated March 13, 1990
8. Modification Agreement (Mortgage), dated March 13, 1990, recorded March 27, 1990 with the Recorder as Document No. 90-133935
9. Letter, dated March 13, 1990, executed by Joseph Moss, in connection with the Moss Guaranty
10. Second Modification of Loan Documents, dated January 31, 1991
11. Third Modification of Loan Documents, dated June 30, 1991, recorded July 15, 1991 with the Recorder as Document No. 91-349746
12. Fourth Modification of Loan Documents, dated June 30, 1992, recorded August 5, 1992 with the Recorder as Document No. 92-578029

93581470
92-578029

UNOFFICIAL COPY

PARCEL 1:

ALL THAT PART OF THE NORTH 109 FEET IN WIDTH OF BLOCK 2 IN ASSESSOR'S DIVISION SOUTH OF ERIE STREET AND EAST OF THE CHICAGO RIVER OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COOK COUNTY ILLINOIS ACCORDING TO THE MAP OF SAID ASSESSOR'S DIVISION RECORDED IN BOOK 164 OF MAPS, PAGE 67 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, LYING WESTERLY OF THE FOLLOWING DESCRIBED CURVED LINE BEGINNING AT A POINT IN THE NORTH SIDE LINE OF SAID BLOCK 2 OF SAID ASSESSOR'S DIVISION 85.13 FEET WEST OF THE NORTH EAST CORNER OF SAID BLOCK 2 AS MEASURED ON THE NORTH SIDE LINE THEREOF; THENCE SOUTHEASTERLY CONVEX TO THE SOUTH WEST OF A RADIUS OF 1884 FEET, DISTANCE OF 136.77 FEET TO A POINT IN THE SOUTH SIDE LINE OF SAID NORTH 109 FEET OF SAID BLOCK 2, 2.78 FEET WEST OF THE SOUTH EAST CORNER OF THE SAID NORTH 109 FEET OF SAID BLOCK 2 OF SAID ASSESSOR'S DIVISION BEING A PORTION OF THE LAND HERETOFORE CONVEYED BY CHARLES BREWSTER TO JASON C. EASTON BY CERTAIN WARRANTY DEED DATED OCTOBER 1, 1884 AND RECORDED NOVEMBER 17, 1884 IN BOOK 1586 OF DEEDS AT PAGE 87 IN THE OFFICE OF THE RECORDER OF COOK COUNTY AND SUBSEQUENTLY CONVEYED BY SAID JASON C. EASTON AND SARAH K. EASTON HIS WIFE, TO THE CHICAGO AND EVANSTON RAILROAD COMPANY BY CERTAIN DEED DATED OCTOBER 30, 1885 AND RECORDED NOVEMBER 10, 1885 IN BOOK 1714 OF DEEDS ON PAGE 313 IN THE OFFICE OF THE RECORDER OF SAID COUNTY IN COOK COUNTY, ILLINOIS.

PARCEL 2:

BLOCK 2 (EXCEPT THE NORTH 109 FEET) IN ASSESSOR'S DIVISION OF THAT PART SOUTH OF ERIE STREET AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO LOTS 1 AND 2 (EXCEPT THAT PART CONVEYED TO THE CITY OF CHICAGO BY DOCUMENT NUMBER 4294734 AND EXCEPT THAT PART TAKEN FOR IMPROVEMENTS FOR THE NORTH BRANCH OF CHICAGO RIVER ALSO LOTS 3 AND 4 (EXCEPT THAT PART TAKEN FOR IMPROVEMENT OF NORTH BRANCH OF THE CHICAGO RIVER), ALL IN BLOCK 80 IN RUSSELL MATHER AND ROBERTS 2ND ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEING THE SAME PREMISES CONVEYED BY ERNEST U. SCHROETER TO JOHN G. MCCULLOUGH, TRUSTEE, BY DEED DATED JUNE 2, 1913 AND RECORDED JUNE 11, 1913 AS DOCUMENT NUMBER 5204823 IN BOOK 1482, PAGE 127 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.



07-2551470

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93581470

93581470

UNOFFICIAL COPY

EXHIBIT B (continued)

Property Address: (none)

Permanent Index Numbers:

17-09-126-001-0000
17-09-126-002-0000
17-09-126-003-0000
17-09-126-004-0000
17-09-126-008-0000
17-09-126-009-0000

This instrument was prepared by:

Kathleen M. Vyborny, Esq.
One East Scott Street
Chicago, Illinois 60610

Property of Cook County Clerk's Office

05133581470

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93581470

93581470