

# UNOFFICIAL COPY

## THIRD AMENDMENT TO LOAN DOCUMENTS

THIS THIRD AMENDMENT TO LOAN DOCUMENTS (the "Third Amendment") is made as of this 1st day of June, 1993 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as Trustee under a Trust Agreement dated June 14, 1989 and known as Trust No. 108597-00 (the "Trustee"), SPECTRUM-MENARD LIMITED PARTNERSHIP, an Illinois limited partnership (the "Beneficiary" and, together with Trustee, "Borrower"), and LASALLE NATIONAL BANK, a national banking association (the "Lender").

93595074

### Recitals

A. Lender has made a loan to the Borrower in the principal amount of \$170,000 (the "Loan").

B. The Loan is evidenced by a Note dated May 30, 1991 executed by Borrower in favor of Lender (the "Note"). The maturity date of the Note, as amended by the Amendments (hereinafter defined), is June 1, 1993.

C. The Loan is secured by: (i) a Junior Mortgage dated May 30, 1991, and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on June 6, 1991 as Document No. 91272941, as amended by the First Amendment (hereinafter defined) recorded with the Recorder on January 31, 1992 as Document No. 92064858 and by the Second Amendment (hereinafter defined) recorded with the Recorder on April 12, 1993, as Document No. 93266333 (the "Mortgage"), which encumbers the real estate legally described on Exhibit A attached hereto (the "Property"); and (ii) a Junior Assignment of Rents and Leases ("Assignment of Rents and Leases") dated May 30, 1991, and recorded with the Recorder on June 6, 1991, as Document No. 91272942, as amended by the First Amendment recorded with the Recorder on January 31, 1992, as Document No. 92064898 and by the Second Amendment recorded with the Recorder on April 12, 1993, as Document No. 93266333. In addition, Borrower executed and delivered, or caused to be executed and delivered, to Lender in connection with the Loan other documents, including the following: (1) a Security Agreement dated May 30, 1991, by and between Borrower and Lender; (2) an Environmental Indemnity Agreement dated May 30, 1991, by and among Borrower, William O. Brachman, Stephen S. Barron and Donald Gianone and Lender; (3) a Pledge Agreement dated May 30, 1991, by and between Borrower and Lender; and (4) UCC-1 and UCC-2 financing statements executed by Borrower in favor of Lender.

D. Borrower and Lender amended the Note, Mortgage and Assignment of Rents and other loan documents described above pursuant to that certain First Amendment Agreement dated October 8, 1991 (the "First Amendment") and pursuant to that certain Second Amendment Agreement dated May 1, 1992 (the "Second Amendment" and, together with the First Amendment, the "Amendments").

E. All of the foregoing documents and all other documents and instruments evidencing, securing or otherwise executed or delivered in connection with the Loan, as amended by the Amendments, are hereinafter referred to collectively as the "Loan Documents."

93595074

4100

TT 29535 DLW 5502  
ed Box 15

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93595074

# UNOFFICIAL COPY

F. Borrower and Lender desire to extend the maturity date of the Note and to make other amendments to the Loan Documents as set forth in this Third Amendment.

## Agreements

NOW, THEREFORE, for and in consideration of extending the maturity date of the Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into the body of this Third Amendment and made a part hereof by this reference.

2. Extension of Maturity Date.

(a) Note. The maturity date of the Note is hereby extended from June 1, 1992 to December 31, 1993. Any references in the Note to the "Due Date" or the maturity date of the Note or the Loan shall hereinafter refer to December 31, 1993.

(b) Other Loan Documents. Any specific references in the Loan Documents to "June 1, 1993" as the maturity date of the Loan or Note shall hereinafter refer to "December 31, 1993." Any general references in the Loan Documents to the maturity date of the Loan or the Note or the Due Date of the Loan or Note shall hereinafter refer to December 31, 1993.

3. Reaffirmation of Representations and Warranties. The Borrower hereby certifies and confirms to Lender that all of the representations and warranties set forth in the Loan Documents remain true and correct in all respects as of the date hereof.

4. No Default. Borrower hereby certifies and confirms to Lender that no event has occurred and currently exists that constitutes an event of default under any of the Loan Documents or that would constitute such an event of default, but for the passage of time or the giving of notice, or both.

5. Condition of Title. The Borrower hereby certifies and confirms to Lender that there has been no change to the title of the Property subsequent to the date of the recordation of the Mortgage.

6. Reference to Loan Documents. All references to the other Loan Documents, or any of them, shall be deemed to refer to the Loan Documents, as amended by the Amendments and this Third Amendment, and to all subsequent amendments and modifications of the respective Loan Documents.

7. Ratification of Amended Loan Documents. The Borrower hereby ratifies and reaffirms the Loan Documents, as amended by the Amendments and as amended hereby, and the obligations, liabilities, liens, encumbrances and security interests created thereby. The Borrower hereby acknowledges that neither the Borrower nor any person or entity claiming by, through or under the Borrower has any defense or claim for setoff against the enforcement by Lender of any of the Loan Documents.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

8. Full Force and Effect. Except as modified hereby, the Loan Documents shall remain in full force and effect in accordance with their respective terms and provisions.

9. Binding Obligation. This Third Amendment and the Loan Documents as amended hereby, are and shall continue to be binding on the Borrower and its respective successors, assigns, estates, heirs and legal representations, and inure and shall continue to inure to the benefit of Lender and its successors, assigns and legal representatives.

10. Payment of Costs. Borrower shall pay all of Lender's costs and expenses incurred by Lender in connection with this Third Amendment, including, without limitation all legal fees of Lender's counsel in connection herewith, and the enforceability of this Third Amendment against Lender is conditioned upon payment of said costs and expenses.

11. Defined Terms. Initially capitalized terms used but not defined herein have the same meanings given them in the Loan Documents, unless otherwise defined herein.

12. Trustee Execution. This Agreement is executed by Trustee, not personally, but as trustee under the Trust Agreement described above and all of the terms, provisions and conditions to be performed hereunder by the said Trustee are undertaken solely as Trustee and not individually and no personal liability shall be enforceable against said Trustee by reasons thereof; provided, however, nothing herein shall modify or discharge the personal liability and responsibility of Beneficiary or any Guarantor or any other person or entity in connection herewith.

IN WITNESS WHEREOF, the Borrower and Lender have executed this Amendment as of the day and year first written above.

LENDER:

LASALLE NATIONAL BANK, a  
national banking association,

By: 

Its \_\_\_\_\_

BORROWER:

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, not  
individual solely as

Trustee aforesaid,

By: 

Its \_\_\_\_\_

Attest: 

Its \_\_\_\_\_

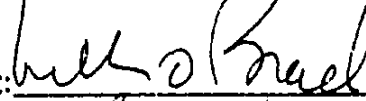
93595074

# UNOFFICIAL COPY

SPECTRUM-MENARD LIMITED  
PARTNERSHIP, an Illinois  
limited partnership

By: Spectrum-Menard  
Management Company, an  
Illinois corporation  
Its General Partner

By:   
Its V. G. PRESCOTT

Attest:   
Its PRESCOTT

Property of Cook County Clerk's Office

93595074

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

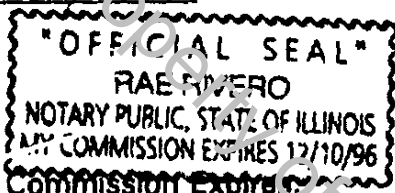
STATE OF ILLINOIS )

SS

COUNTY OF COOK )

I, RAE RIVERO, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that John C. Hill the Asst. Vice Pres. of LASALLE NATIONAL BANK, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and deed and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of JULY, 1993.



Rae Rivero  
Notary Public

My Commission Expires

12/10/96

Cook County Clerk's Office

93595074



# UNOFFICIAL COPY

STATE OF ILLINOIS )

SS

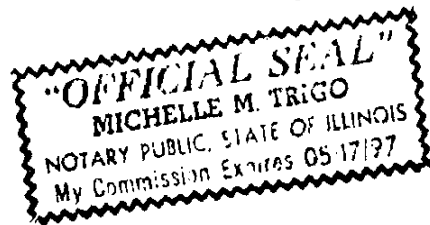
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, the State aforesaid, DO HEREBY CERTIFY that Y. MICHAEL WHELAN and Gregory S. Kasprzyk, the VICE President of American National Bank and Trust Company of Chicago and Assistant Secretary of said Bank, respectively who are personally known to me to be the same persons whose names are subscribed to foregoing instrument as VICE President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said Bank, as Trustee as aforesaid for uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this JUL 16 1993 day of 1993.

  
Notary Public

My Commission Expires:  
\_\_\_\_\_



93595074

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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 S. E. BROWN, duly authorized signatory of Spectrum-Menard Management Company, an Illinois corporation, the general partner of SPECTRUM-MENARD LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such duly authorized signatory of said limited partnership, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and deed and as the free and voluntary act and deed of said corporation and limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of July, 1993.



Rae Rivero  
Notary Public

My Commission Expires:


12/10/96

93595074

# UNOFFICIAL COPY

## Consent of Guarantors

The undersigned Guarantors under that certain Payment Guaranty (the "Guaranty") dated May 30, 1991 made in favor of Lender, hereby acknowledge and consent to the terms and provisions of the Third Amendment to which this consent is attached and agree that the Guaranty remains in full force and effect and continues to secure the Obligations and Indebtedness (as those terms are defined in the Guaranty) notwithstanding the Amendments or the Third Amendment.



William O. Brachman



Stephen E. Barron

Property of Cook County Clerk's Office

93595074

# UNOFFICIAL COPY

EXHIBIT A

Legal Description

Property of Cook County Clerk's Office

This Document was prepared by and after recording return to:

Lawrence Eppley  
Bell, Boyd & Lloyd  
Three First National Plaza  
70 West Madison Street  
Suite 3300  
Chicago, Illinois 60602

Bof 15  
DKW

93595074

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11-11-2011

# UNOFFICIAL COPY

## EXHIBIT A - LEGAL DESCRIPTION

### Parcel 1:

The Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, except that part thereof lying Easterly of the Westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeasterly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of Company's right of way; thence Northwesterly along said curved line to its intersection and parallel with the South line of the Baltimore and Ohio Chicago Terminal Railroad with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warren, Jr's Resubdivision of part of Warren Park in said Section 17.

### Parcel 2:

That part of Block 9 in Andrew Warren, Jr.'s Resubdivision of part of Warren Park, a Subdivision in Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, lying East of the center line of the Southeast 1/4 of said Section 17 and lying Westerly of the Westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeasterly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of and parallel with the South line of the Baltimore and Ohio Chicago Terminal Railroad Company's right of way; thence Northwesterly along said curved line to its intersection with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warren, Jr's Resubdivision of part of Warren Park in said Section 17.

### Parcel 3:

Non-exclusive easement for the benefit of Parcels 1 and 2 for ingress and egress for

359504

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-01



# UNOFFICIAL COPY

## EXHIBIT A - LEGAL CONTINUED

the purpose of repairing, maintaining and replacing the structures located on Parcels 1 and 2 as created by the Grant of Easement recorded August 17, 1987 as Document No. 87-453,540 over a 4 foot wide strip of land lying Easterly of and adjacent to Parcels 1 and 2 and lying Northerly of the South line of Parcel 2 extended East to the East line of said 4 foot wide strip of land.

Permanent Tax Numbers: 16-17-400-014      Volume: 566  
(Affects Parcel 1)

16-17-413-023  
(Affects Parcel 2)

Property Address: 905 S. Menard  
Chicago, IL

### Parcel 4:

Lots 1 and 2 in Block 8 in William F. Higgins Park Addition, being a subdivision of that part of the West 1/2 of the Southeast 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, lying South of the South line of the right of way of the Baltimore and Ohio Chicago Terminal Railroad, in Cook County, Illinois.

Permanent Tax Number: 16-17-408-013      Volume: 566  
(Affects Lot 1)

16-17-408-014  
(Affects Lot 2)

Property Address: Southwest corner of Menard & Arthington  
Chicago, IL

93595074

UNOFFICIAL COPY

Property of Cook County Clerk's Office