

UNOFFICIAL COPY

SECOND MODIFICATION OF LOAN DOCUMENTS  
(Augusta/Fairfield)

THIS SECOND MODIFICATION (hereinafter referred to as "this Modification") is made and entered into as of the 10th day of December, 1992, by FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as Successor Trustee to BANK OF RAVENSWOOD, not personally or individually, but solely as Trustee under Trust Agreement dated September 3, 1987 and known as Trust No. 25-8769 (hereinafter referred to as "Mortgagor"), and ROBERT LITZENBERGER (hereinafter referred to as "Beneficiary"), to and for the benefit of THE NATIONAL SECURITY BANK OF CHICAGO (hereinafter referred to as "Mortgagee").

**RECITALS:**

A. Mortgagee has heretofore made a construction loan (hereinafter referred to as the "Loan") to Mortgagor and Beneficiary (hereinafter referred to collectively as "Borrower") in the original principal amount of THREE HUNDRED SIXTY THOUSAND AND NO/100 (\$360,000.00) DOLLARS, pursuant to a Construction Loan Agreement dated as of October 6, 1987 between Borrower and Mortgagee (hereinafter referred to as the "Loan Agreement"). The current principal balance of the Loan is THREE HUNDRED EIGHTEEN THOUSAND ONE HUNDRED ELEVEN AND 00/100 (\$318,111.00) DOLLARS (hereinafter referred to as the "Current Principal Balance").

4/9 00  
JK

BOX 333

00000044

7121582 8-1 Page

082

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

B. The Loan is evidenced by a Mortgage Note in said original principal amount dated October 6, 1987, made by Borrower and payable to Mortgagee, as modified by Extension Agreements and Modification Agreements dated October 1, 1988, April 3, 1989, July 3, 1989, October 2, 1989, January 19, 1990 and January 19, 1992 recorded as Document No. 92726158 (hereinafter referred to collectively as the "Extension Agreements", said Mortgage Note, as modified by the Extension Agreements, being hereinafter referred to as the "Note"). The current maturity date of the Note is December 10, 1992.

C. The Note is secured by, among other things, a Mortgage dated October 6, 1987, made by Mortgagor in favor of Mortgagee, and recorded on October 27, 1987 in the Office of the Cook County Recorder of Deeds as Document No. 87580205, as modified by the Extension Agreements (said Mortgage, as modified by the Extension Agreements, is hereinafter referred to as the "Mortgage"), encumbering the premises legally described in Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Property"), and other collateral documents including (i) Security Agreement for Personal Property and Contract Rights dated October 6, 1987 executed by Borrower, and (ii) Assignment of Beneficial Interest Under Land Trust and Security Agreement dated October 6, 1987 executed by Beneficiary, Mortgagee and Mortgagor.

D. Lender has also made a loan, the current balance of which is ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED THIRTY-EIGHT

# UNOFFICIAL COPY

AND NO/100 (\$119,538.00) DOLLARS (hereinafter referred to as the "Elizabeth Loan"), to First Chicago Trust Company of Illinois, as successor trustee to Bank of Ravenswood, as Trustee under Trust Agreement dated October 5, 1989 and known as Trust No. 25-10356, and Beneficiary, secured by a first Mortgage on the property legally described on Exhibit "C" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Elizabeth Property"), such Mortgage having been recorded as Document No. 90291712, as modified by certain Extension Agreements and a Modification of Loan Documents recorded as Document No. 92747951. The Elizabeth Loan matures on July 1, 1993.

E. Lender has also made an unsecured loan (hereinafter referred to as the "Unsecured Loan") to Beneficiary in the amount of FORTY TWO THOUSAND AND NO/100 DOLLARS (\$42,000.00), which Unsecured Loan matures July 1, 1993, to provide certain funds required in connection with the Property, evidenced by a Note of Borrower dated September \_\_\_\_\_, 1988, as extended from time to time (hereinafter referred to as the "Unsecured Note").

F. The parties desire to further modify and amend the Note, the Mortgage, the Loan Agreement and such other collateral agreements (all of the foregoing being hereinafter collectively referred to as the "Loan Documents") to cross-collateralize the Loan, the Elizabeth Loan and the Unsecured Loan and otherwise as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The aforesaid Recitals are hereby incorporated into this Modification as if fully set forth in this Paragraph 1.

2. Amendments to Loan Documents. The Loan Documents are hereby amended as follows, effective as of the date hereof:

- (A) The maturity date of the Loan is hereby extended from December 10, 1992 to and including July 1, 1993;
- (B) The interest rate on the Loan shall be increased from nine percent (9%) per annum to nine and one-half percent (9½) per annum, and the monthly payments of principal and interest shall be increased from THREE THOUSAND TWENTY-ONE AND 11/100 DOLLARS (\$3,021.11) to THREE THOUSAND EIGHTY-THREE AND NO/100 (\$3,083.00) DOLLARS.
- (C) Upon request of Mortgagee, Beneficiary shall furnish to Mortgagee such personal financial statements and operating statements and rent rolls relating to the Property as Mortgagee may reasonably request.
- (D) The collateral for the Elizabeth Loan (the Elizabeth Property) shall also be deemed to be collateral for the Loan and for the Unsecured Loan, and the documents evidencing and securing the Elizabeth Loan (hereinafter referred to as the "Elizabeth Loan Documents") shall be modified to provide that the collateral for the Loan (the Property) shall also be deemed to be collateral for the Elizabeth Loan and the Unsecured Loan. A default under the Elizabeth Loan Documents or the Unsecured Note shall be a default under the Loan Documents.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

(E) From and after the date hereof: (i) all references in the Loan Documents to the maturity date of the Loan shall be deemed to refer to July 1, 1993; (ii) all references in the Loan Documents to the interest rate of the Loan shall be deemed to refer to nine and one-half percent (9½%) per annum; (iii) the Note as herein modified shall be secured by the Mortgage as modified by this Modification; and (iv) all references in the Loan Documents to any other Loan Documents shall be deemed to mean such Loan Documents as modified by this Modification;

(F) Notwithstanding anything to the contrary contained in the Loan Documents, Mortgagee shall under no circumstances be obligated to disburse to or for the benefit of Borrower any heretofore undisbursed principal of the Loan in excess of the Current Principal Balance.

### 3. Conditions precedent to Effectiveness.

As conditions precedent to Mortgagee's acceptance of this Modification, the items described in Exhibit "B" attached hereto and by this reference incorporated herein (all of which shall be in form and substance satisfactory to Mortgagee) shall be required to be executed, where applicable, and delivered to Mortgagee, or otherwise satisfied, as applicable.

### 4. Reaffirmation of Representations and Warranties.

Borrower hereby reaffirms as true and correct in all respects, as of the date hereof, any representations and warranties contained in the Loan Documents.

### 5. Reaffirmation of Covenants.

Borrower hereby reaffirms and agrees to perform each and every covenant, condition, obligation and provision set forth in the Loan Documents, as herein modified.



# UNOFFICIAL COPY

6. No Vitiating of Liability. Nothing contained herein shall vitiate or discharge any party's liability under the Loan Documents, as herein modified.

7. Offsets and Defenses. Borrower hereby acknowledges and agrees that: (i) as of the date of this Modification, there are no offsets, defenses or counterclaims against Mortgagee arising out of or in any way relating to the Loan Documents, (ii) Borrower releases and forever discharges Mortgagee, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations and organizations acting or who have acted in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which any Borrower may now have or claim to have against Mortgagee or any of the other persons or entities described in this clause (ii) as of the date of this Modification, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon the Loan Documents, and (iii) Mortgagee is not in default under the Loan Documents.

8. Full Force and Effect; Inconsistency. Except as herein modified, the terms, conditions and covenants of the Loan Documents shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this Modification and the Loan Documents, the terms herein shall control.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9. Laws of Illinois. This Modification shall be governed and construed under the laws of the State of Illinois.

10. Trustee Exculpation. This Modification is executed by FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as Successor Trustee to BANK OF RAVENSWOOD, not personally, but as Trustee under Trust Agreement dated September 3, 1987 and known as Trust No. 25-8769, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as Successor Trustee to BANK OF RAVENSWOOD personally to pay the Note, as herein modified, or any interest that may accrue thereon, or any other indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the Note and by every person now or hereafter claiming any right or security thereunder, and that so far as FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as Successor Trustee to BANK OF RAVENSWOOD personally is concerned, the holder or holders of the Note and the owner or owners of any indebtedness accruing thereunder shall look solely to the collateral for the payment thereof, by the enforcement of the lien created by the Loan Documents in the manner therein and in the Note provided or by action to enforce the personal liability of any signatory to any Loan Document providing for or imposing personal liability.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

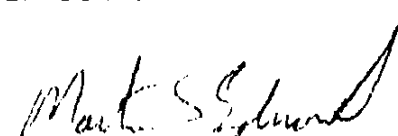
IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

**MORTGAGOR:**

FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as Successor Trustee to BANK OF RAVENSWOOD, not personally but solely as Trustee under Trust Agreement dated September 3, 1987, and known as Trust No. 25-8769

ATTEST:

  
\_\_\_\_\_  
Its: **Trust Officer**

By:   
\_\_\_\_\_  
Its: **Robert Litzenger**

**BENEFICIARY:**

  
\_\_\_\_\_  
ROBERT LITZENBERGER

COOK COUNTY, ILLINOIS  
RECORDED  
OCT 27 1987

0244126400

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Lawrence M. Gritton  
Katz Randall & Weinberg  
200 North LaSalle Street, Suite 2300  
Chicago, Illinois 60601  
KRW File No. 02441.26400

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and approves the foregoing Second Modification of Loan Documents.

DATED: As of December 10, 1992.

THE NATIONAL SECURITY BANK OF  
CHICAGO

By: 

*Commercial Loan Officer*

Property of Cook County Clerk's Office

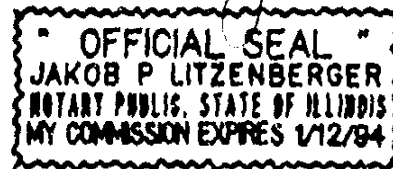
# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK        )

I, JAKOB P. LITZENBERGER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT LITZENBERGER 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 and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

MARCH GIVEN under my hand and notarial seal this 29TH day of \_\_\_\_\_, 1993.

Jakob P. Litzenberger  
Notary Public





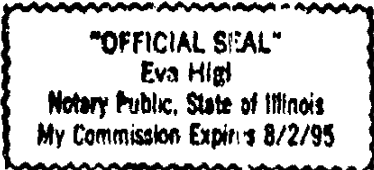
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, Eva Higl, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that MARTIN S. EDWARDS, as Senior Vice-President and MARIO V. GOTANGO, as Trust Officer of FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as Successor Trustee to BANK OF RAVENSWOOD, as Trustee under Trust Agreement dated September 3, 1987 and known as Trust No. 25-8769, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice-Presidents and Trust Officer of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of MARCH, 1993.

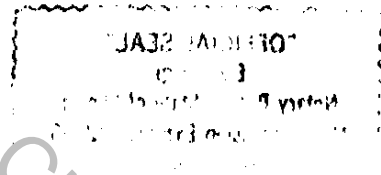
Eva Higl  
Notary Public



Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK        )

I, CATHERINE A SWIDERSKI, a Notary Public  
in and for the said County, in the State aforesaid, DO HEREBY  
CERTIFY that JOSEPH N MCNALLY, COMMERCIAL LOAN OFFICER of  
THE NATIONAL SECURITY BANK OF CHICAGO, who is personally known to  
me to be the same person whose name is subscribed to the foregoing  
instrument as such COMMERCIAL LOAN OFFICER of said Bank, appeared before  
me this day in person and acknowledged that HE signed and  
delivered the said instrument as HIS own free and voluntary act  
and as the free and voluntary act of said Bank, for the uses and  
purposes therein set forth.

MARCH GIVEN under my hand and notarial seal this 26th day of  
1993.

Catherine A Swiderski  
Notary Public



UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT "A"

### Legal Description

LOTS 1 AND 2 IN BLOCK 2 IN TAYLOR AND CANADA'S SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

---

Address: 948-52 N. Fairfield  
Chicago, Illinois 60612

PIN: 16-01-416-009

# UNOFFICIAL COPY

## EXHIBIT "B"

### Conditions Precedent

1. Second Modification of Loan Documents
2. Modification Certificate
3. Title Endorsement
4. ALTA Statement
5. Certified Operating Statements and Rent Roll
6. Updated UCC, Judgment, Tax Lien and Bankruptcy Searches
  - a. Mortgagor
  - b. Beneficiary
7. Legal Fees
8. Current Certified Financial Statements - Beneficiary
9. Certified Trust Documents
  - a. Trust Agreement and all amendments and assignments
  - b. Letter of direction
  - c. Trustee's Certification of ownership of beneficial interest
  - d. Proceeds letter
10. Certified copy of Sale Contract
11. Copy of Section 1031 Escrow Instructions
12. UCC-1 and UCC-2 Financing Statements

# UNOFFICIAL COPY

## EXHIBIT "C"

### Legal Description

LOT 22 IN BLOCK 2 IN TAYLOR'S SUBDIVISION OF BLOCK 1 IN ASSESSOR'S DIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

---

Address: 719 North Elizabeth  
Chicago, Illinois 60622

Permanent Index Number: 17-08-106-019