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COOK COUNTY, ILLINOIS
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TO # 4649

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LOAN MODIFICATION AGREEMENT

by and among

T.S.P. SEAFOOD, INC.,
an Illinois corporation,

B. MURPHY LIANG,

JAMES J. LAU

and

BEVERLY BANK MATTESON,
an Illinois banking corporation

Dated November 1, 1993

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1993 DEC -1 PM 12:55

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Permanent Tax Index Number:

31-22-401-020

Address of Premises:

4165 W. 211th Street
Matteson, Illinois 60443

This instrument prepared by
and to be returned after
recording to:

Michael A. Cramarosso
LEVENFELD, EISENBERG, JANGER,
GLASSBERG, SAMOTNY & HALPER
33 West Monroe Street
21st Floor
Chicago, Illinois 60603

Recorder's Box No: 242

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LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into this 1st day of November, 1993, by and among T.O.P SEAFOOD, INC., an Illinois corporation ("T.O.P"), B. MURPHY LIANG ("Liang"), JAMES J. LAU ("Lau") and BEVERLY BANK MATTESON, an Illinois banking corporation (the "Bank"), under the following circumstances:

RECITALS

A. On October 1, 1992, T.O.P., Liang, Lau and Sun Yap Hung executed and delivered to the Bank a Promissory Note and a Construction Loan Promissory Note in the respective principal amounts of \$112,500 and \$237,500 (the "T.O.P. Notes").

B. The T.O.P. Notes are secured by: (i) a Leasehold Mortgage dated October 1, 1992 and recorded in the Cook County Recorder's Office on December 14, 1992 as Document No. 92939847; (ii) an Assignment of Leases and Rents dated October 1, 1992 and recorded in the Cook County Recorder's Office on December 14, 1992 as Document No. 92939848; (iii) a Security Agreement dated October 1, 1993 between T.O.P, Liang, Lau, Sun Yap Hung and the Bank; and (iv) security interests under certain other documents executed in connection with the loan evidenced by the T.O.P Notes (all of the foregoing are collectively referred to herein as the "Loan Documents"). The Leasehold Mortgage and Assignment of Leases and Rents have been recorded with respect to the property described on EXHIBIT A, attached hereto and made a part hereof.

C. That Oriental Place, Inc., an Illinois corporation ("Oriental Place") desires that the Bank loan \$580,000 (the "Oriental Place Loan") to it for the purposes of: (i) refinancing an existing loan from LaSalle Bank River Oaks to Oriental Place; (ii) providing funds with which to redeem certain equity interests of Sun Yap Hung in the Oriental Place and in T.O.P.; and (iii) providing funds necessary to balance the construction loan evidenced by the Construction Loan Promissory Note described above.

D. T.O.P. and Oriental Place are related corporations with substantially identical shareholders.

E. The Bank has advised Oriental Place that it will make the Oriental Place Loan only if the obligations evidenced by such Loan are secured not only by the assets of Oriental Place, but

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also by the assets which secure the T.O.P. Notes (the "T.O.P. Collateral").

F. T.O.P. is willing to pledge the T.O.P. Collateral to Bank as security for the Oriental Place Loan and acknowledges that T.O.P. will obtain direct and indirect benefits from the consummation of the Oriental Place Loan. Without limiting the generality of the foregoing, T.O.P. acknowledges that it will benefit directly from the Oriental Place Loan because Oriental Place Loan proceeds will be applied to the existing imbalance in the T.O.P. construction loan, and that it will benefit indirectly from the Oriental Place Loan because such loan will result in a reduction of the debt service payments from Oriental Place to LaSalle Bank River Oaks, and that such reduction will result in increased operating capital for use by both T.O.P. and Oriental Place.

NOW, THEREFORE, as an inducement to the Bank to advance \$580,000 to Oriental Place and for and in consideration of the mutual agreements expressed herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Cross Collateralization. The Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and all other Loan Documents executed in connection with the loans evidenced by the T.O.P. Notes are hereby amended to provide that the liens, security interests, mortgages, leasehold mortgages, pledges and other collateral assignments thereunder shall be made or granted not only to secure the obligations under the T.O.P. Notes and the T.O.P. Loan Documents, but also to secure the obligations under that certain Promissory Note executed by Oriental Place, dated October 29, 1993 and in the principal amount of \$580,000 (the "Oriental Place Note"), and under any documents executed in connection with the Oriental Place Loan.

Section 2. Cross Default. T.O.P., Liang and Lau hereby agree that a default or event of default under any of the Oriental Place Loan Documents shall be deemed to constitute a default or event of default, as the case may be, under the T.O.P. Loan Documents to the same extent as if such event were expressly listed as a default or event of default under each of the T.O.P. Loan Documents.

Section 3. Representations and Covenants. Any breach of a representation or warranty or failure to perform a covenant (after applicable cure periods) under any of the Oriental Place Documents shall be deemed to constitute a breach of a

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representations or warranty, or failure to perform a covenant, as the case may be, under each of the T.O.P. Loan Documents.

Section 4. Continuing Obligations. T.O.P., Liang and Lau acknowledge that they each have continuing obligations under the T.O.P. Loan Documents and that this Agreement shall not act as a waiver of the performance or observance by any of the foregoing with respect to the T.O.P. Loan Documents or any of their obligations, covenants or agreements contained in any of the T.O.P. Loan Documents. The foregoing reaffirm all of their obligations under the T.O.P. Loan Documents. Except as expressly modified herein, the T.O.P. Loan Documents shall not be deemed to have been modified, amended, revised or changed in any respect and shall remain in full force and effect.

Section 5. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 6. 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 7. 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, specifically referring to this Section 7 and, in the case of the Bank, executed by an officer with a title of Vice President or greater.

Section 8. Recitals Part of Agreement. The recitals are hereby incorporated into and made a part of this Agreement.

Section 9. 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 10. Governing Law. This Agreement is prepared and entered into with the intention that the laws of the State of

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Illinois shall govern its construction and enforcement.

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

T.O.P SEAFOOD, INC.

By: _____

Its: _____

B. Murphy Liang

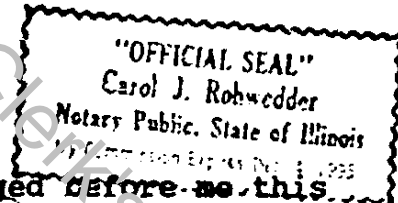
James J. Lau

BEVERLY BANK MATTESON

By: _____

Its: _____

STATE OF ILLINOIS)
COUNTY OF COOK) SS

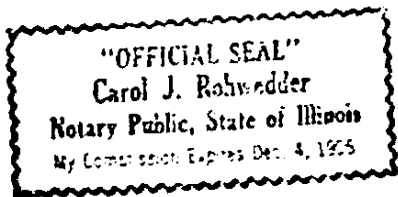


The foregoing instrument was acknowledged before me this 29 day of October, 1993 by James J. Lau.

Carol J. Rohwedder
Notary Public

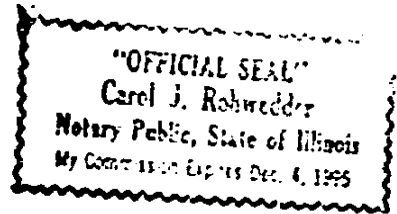
STATE OF ILLINOIS)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 29 day of October, 1993 by B. Murphy Liang.



Carol J. Rohwedder
Notary Public

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STATE OF ILLINOIS)) SS
COUNTY OF COOK)

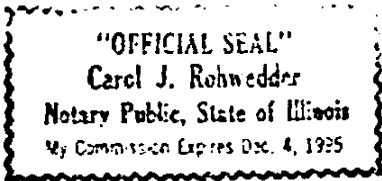
The foregoing instrument was acknowledged before me this 29 day of October, 1993 by James J. ... the Sec. Treasurer of T.O.P. Seafood, Inc., an Illinois corporation, on behalf of said corporation.

Carol J. Rohwedder
Notary Public

STATE OF ILLINOIS)) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 29 day of October, 1993 by John J. Matteson the Vice President of Beverly Bank Matteson, an Illinois banking corporation, on behalf of said corporation.

Carol J. Rohwedder
Notary Public



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