

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

3 2 0 5 93206228

9742S
02-02-93

23 MAR 19 10:31

93206228

FOURTH MODIFICATION AGREEMENT

THIS FOURTH MODIFICATION AGREEMENT dated as of December 31, 1992, by and between MFC COMPANY, INC., a Delaware corporation qualified to do business in the State of Illinois under the name MFC Properties Company, Inc. (the "Mortgagor"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank");

W I T N E S S E T H:

WHEREAS the Mortgagor and the Bank heretofore entered into the following documents (collectively, the "Documents"):

(i) Commitment letter dated as of August 1, 1990 (the "Commitment"), from the Bank to the Mortgagor;

(ii) Mortgage Note dated August 1, 1990 (the "Note"), from the Mortgagor to the Bank in the principal amount, as amended, of \$3,000,000;

(iii) Mortgage and Security Agreement dated as of August 1, 1990, from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 31, 1990, as Document No. 90426754; and

(iv) Assignment of Rents and Leases dated as of August 1, 1990, from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 31, 1990, as Document No. 90426755; and

WHEREAS, the Documents were previously modified and amended by (i) the Modification Agreement dated as of May 1, 1991 (the "First Modification"), by and between the Mortgagor and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 29, 1991, as Document No. 91255344, (ii) the Second Modification Agreement dated as of October 1, 1991 (the "Second");

Permanent Tax Index Numbers:

17-09-255-025
17-09-255-026

Address of Premises:

6 West Hubbard Street
Chicago, Illinois

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

Alvin L. Kruse, Esq.
Elizabeth P. Strand, Esq.
Seyfarth, Shaw, Fairweather &
Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

7260063 - UG-DR

34

UNOFFICIAL COPY

33333333

33333333

1992-07-23

COLLATERAL ASSIGNMENT

THIS COLLATERAL ASSIGNMENT AGREEMENT dated as of December 1, 1991, by and between MFC COMPANY, INC., a Delaware corporation, and the State of Illinois under the name THE MORTGAGE COMPANY, INC. ("MORTGAGE") and THE WESTERN BANK COMPANY, an Illinois banking corporation (the "BANK").

W I T N E S S E T H

WHEREAS, the Mortgagor and the Bank have entered into the following documents (collectively, the "Documents"):

- (i) Document dated as of August 1, 1991 (the "Assignment"), from the Bank to the Mortgagor;
- (ii) Mortgage Note dated August 1, 1990 (the "Note"), from the Mortgagor to the Bank in the principal amount, as amended, of \$1,000,000;
- (iii) Mortgage and Security Agreement dated as of August 1, 1990, from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 31, 1990, as Document No. 2043575; and
- (iv) Assignment of Real Estate and Liens dated as of August 1, 1991, from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 31, 1991, as Document No. 2043575; and

WHEREAS, the Documents were previously modified and amended by the Modification Agreement dated as of May 1, 1991 (the "Modification Agreement"), by and between the Mortgagor and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 29, 1991, as Document No. 2127744; (ii) the present Modification Agreement dated as of October 1, 1991 (the "Modification Agreement")

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

Alvin E. Jones, Esq.
Elizabeth E. Grand, Esq.
Boyd E. Boyd, Esq.
Chicago, Illinois 60601

Permanent Tax Index Number:

1-09-158-025
1-09-158-025

Chicago, Illinois

33333333

UNOFFICIAL COPY

9 3 2 0 6 2 2 8

Modification"), by and between the Mortgagor and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 13, 1991, as Document No. 91597303, and (iii) the Third Modification Agreement dated as of March 23, 1992 (the "Third Modification"), by and between the Mortgagor and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on September 3, 1992, as Document No. 92657846 (the First Modification, the Second Modification and the Third Modification being sometimes referred to herein collectively as the "Previous Modifications"); and

WHEREAS, the Documents, as modified and amended by the Previous Modifications, encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as previously modified and amended by the Previous Modifications, as more fully provided for herein;

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; References to Documents. The foregoing recitals are hereby incorporated into and made a part of this Agreement. Except as otherwise stated herein, all references in this Agreement to any one or more of the Documents shall be deemed to include the previous modifications and amendments to the Documents provided for in the Previous Modifications, whether or not express reference is made to such previous modifications and amendments.

Section 2. Extension of Maturity Date. The maturity date of the loan which is evidenced and secured by the Documents (the "Loan"), as previously extended by the Previous Modifications, is hereby extended from December 31, 1992, to December 31, 1993, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "December 31, 1992" is hereby changed to "December 31, 1993" each time it appears in the Documents, as modified and amended by the Previous Modifications.

Section 3. Increase in Loan. The amount of the Loan is hereby increased by the amount of \$500,000, from \$3,000,000 to \$3,500,000, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the amount "\$3,000,000" is hereby changed to "\$3,500,000" each time it appears in the Documents, and the amount "Three Million" is hereby changed to "Three Million Five Hundred Thousand" each time it appears in the Documents.

93206228

UNOFFICIAL COPY

...and between the ... and the ...
...the ... of Cook County, Illinois, on ...
...and ...
...the ... of Cook County, Illinois, on ...
...the ... of Cook County, Illinois, on ...
...the ... of Cook County, Illinois, on ...

...as notified and ... by the ...
...the ...
...the ...

...the ...
...the ...
...the ...

...in ...
...and ...
...the ...

...the ...
...the ...
...the ...
...the ...
...the ...

...the ...
...the ...
...the ...
...the ...
...the ...

...the ...
...the ...
...the ...
...the ...
...the ...

33880000

UNOFFICIAL COPY

9 3 2 0 6 2 2 8

Section 4. Attachment to Note. The Bank may, and prior to any transfer by it of the the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.

Section 5. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Previous Modifications and as expressly modified and amended herein. The Mortgagor hereby confirms and reaffirms all of its obligations under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein. All references in the 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 previously modified and amended by the Previous Modifications and as modified and amended by this Agreement.

Section 6. 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 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 7. Entire Agreement. This Agreement sets forth all of the covenants, provisions, 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 8. 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 9. 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 10. 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 11. 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.

UNOFFICIAL COPY

9 3 2 0 6 2 2 8

(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 12. 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 13. 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.

MFC COMPANY, INC.

By Michael C. VandenBerg
Vice President

THE NORTHERN TRUST COMPANY

By Michael C. VandenBerg
Vice President

UNOFFICIAL COPY

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

(d) The provisions of this Agreement are for convenience only and shall not be deemed to limit the provisions hereof.

(e) 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 17. Execution of Instruments. This Agreement may be instrumentally executed in several counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

Section 18. Governing Law. This Agreement is prepared and intended to be governed by the law of the State of Illinois and all powers for construction and interpretation shall be construed in accordance with the law of the State of Illinois.

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

ABC COMPANY, INC.

By _____
Vice President

THE NORTHERN TRUST COMPANY

By _____
Vice President

3358558

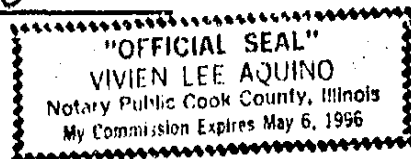
UNOFFICIAL COPY

9 3 2 0 6 2 2 8

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 16th day of February, 1993, by Mildred C. Vander Borge, vice president of MFC Company, Inc., a Delaware corporation qualified to do business in the State of Illinois under the name MFC Properties Company, Inc., on behalf of the corporation.

Vivien Lee Aquino
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 16th day of February, 1993, by Mildred C. Vander Borge, vice president of The Northern Trust Company, an Illinois banking corporation, on behalf of the corporation.

Vivien Lee Aquino
Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS

ss

COUNTY OF COOK

The foregoing instrument was acknowledged before me this
10th day of January, 1993, by John J. ...
President of ..., a business corporation
organized and existing under the laws of
the State of Illinois, on behalf of the corporation.

Notary Public

STATE OF ILLINOIS

ss

COUNTY OF COOK

The foregoing instrument was acknowledged before me this
10th day of January, 1993, by John J. ...
President of ..., a business corporation
organized and existing under the laws of
the State of Illinois, on behalf of the corporation.

Notary Public

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

9 3 2 0 6 2 2 0

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN BLOCK 8 IN WOLCOTT'S ADDITION TO CHICAGO IN COOK COUNTY, ILLINOIS SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN BLOCK 13 IN KINZIE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

93206228

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

PAGE 1

THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,
SECTION 9, TOWNSHIP 33 NORTH, RANGE 14 EAST OF
THE 1ST PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PAGE 2

THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,
SECTION 9, TOWNSHIP 33 NORTH, RANGE 14 EAST OF
THE 1ST PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

20000000