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MODIFICATION AND EXTENSION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of January 1, 1994, by and among LASALLE NATIONAL TRUST, N.A., as Trustee under a Trust Agreement dated November 23, 1979, and known as Trust No. 26-5666-00 (the "Borrower"), Joseph E. Kennefick, Thomas M. Kennefick, Caprico Investments, Inc. and The Yards Partnership (the "Beneficiaries"), Joseph E. Kennefick, Thomas M. Kennefick, Caprico Investments, Inc. and The Yards Partnership (collectively, the "Individual Guarantors"), and LASALLE NORTHWEST NATIONAL BANK, a National Banking Association, formerly known as Northwest National Bank of Chicago (the "Bank").

R E C I T A L S

WHEREAS, the parties indicated below heretofore entered into the following documents (collectively the "Documents"):

- A. Trust Deed dated as of November 23, 1979 ("Trust Deed") from the Borrower to Chicago Title and Trust Company as Trustee in the principal amount of Two Hundred Forty-five Thousand (\$245,000) Dollars recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 9, 1980, as Document No. 25311690

Permanent Index Numbers: 20-06-406-024, Affects Lot 1;
20-06-406-025, Affects Lot 2;
20-06-406-026, Affects Lot 3;
20-06-406-027, Affects Lot 4;
20-06-406-028, Affects Lot 5;
20-06-406-029, Affects Lot 6;
20-06-406-030, Affects Lot 7;
20-06-406-031, Affects Lot 8;
20-06-406-032, Affects Lot 9;
20-06-406-033, Affects Lot 10;
20-06-406-034, Affects Lot 11.

COOK COUNTY, ILLINOIS
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Premises located at 4320 South Ashland Avenue, Chicago, Illinois 60609 ("Premises").

- B. Installment Note from Borrowers to Bank in the amount of Two Hundred Forty-Five Thousand (\$245,000) Dollars dated as of November 23, 1979.
- C. Promissory Note from Borrowers to Bank in the amount of Two Hundred Sixty Thousand (\$260,000) Dollars dated January 10, 1984 cancelling the Installment Note dated November 23, 1979.
- C. A Modification and Extension Agreement dated January 10, 1984 and recorded on January 17, 1984 as Document No. 26931371 in the County of Cook, State of Illinois, increasing and cancelling the Installment Note and

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including a Promissory Note in the amount of Two Hundred Sixty Thousand (\$260,000) Dollars.

- D. A Supplement and Extension to Trust Deed and Promissory Note dated January 1, 1989 and recorded on June 28, 1989 as Document No. 89293717 in the County of Cook, State of Illinois, extending the Trust Deed and Promissory Note to January 1, 1994.

WHEREAS, the Documents encumber the real estate described as in Exhibit "A", attached hereto, and the improvements located thereon; and

WHEREAS, the Beneficiaries hold a financial interest in the Borrower and will benefit by the terms of this Modification Agreement and the Bank will only enter into this Agreement with their personal guaranty.

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, 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:

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

2. Modifications. The Documents are hereby modified and amended as follows:

(a) Principal Amount of Note. The principal amount of the Note is hereby changed to Two Hundred One Thousand One Hundred Thirty-one and Sixty-four One-hundredths (\$201,131.64) Dollars, and all of the Documents are hereby modified and amended accordingly.

(b) Interest. Interest shall be at the rate of nine (9%) percent per annum calculated on the basis of a three hundred sixty (360) day year.

(c) Time of Monthly Payments. Commencing February 1, 1994, the undersigned will pay principal and interest in sixty (60) successive monthly payments and a final payment on the 1st day of January, 1999, which is the "Final Payment Date".

(d) Amount of Monthly Payments. The first paragraph of the Note is hereby amended such that the date on which monthly payments commence shall be changed to February 1, 1994, and the amount of the monthly payments shall be changed to Two Thousand Five Hundred Forty-seven and Eighty-five One-hundredths (\$2,547.85) Dollars.

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(e) **Borrower's Right to Prepay.** This Note may be prepaid in whole at any time or in part on any monthly installment payment date providing the undersigned has given fifteen (15) days prior written notice of its intent to prepay. A prepayment premium (PP) will be due in the event the Index Rate, as defined below, is less than the Interest Rate. No Prepayment Premium will be due in the event the Index Rate is equal to or more than the Interest Rate or in the event a prepayment of the entire unpaid principal balance is made within a period of six (6) months preceding the Final Payment Date.

(i) For purposes of this paragraph, terms shall be defined as follows:

(1) Index Rate (I) is defined as the sum of the yield of a United States Treasury Security with the closest matching maturity to the Final Payment Date or the date of prepayment, plus two hundred fifty (250) basis points.

(2) Interest Rate (IR) is defined as the current interest rate set forth in Paragraph 1 above.

(3) P = Unpaid principal balance at the date of prepayment or in the event of a partial prepayment, the amount of the prepayment

(4) $D = \frac{P(IR - I)}{12}$

(5) $i = \frac{I}{12}$

(6) m = months remaining until Final Payment Date

(ii) The Prepayment Premium shall be determined as follows:

$$\frac{D}{(1+i)^1} + \frac{D}{(1+i)^2} + \frac{D}{(1+i)^3} + \dots + \frac{D}{(1+i)^m}$$

(iii) In the event of a prepayment resulting from a default and acceleration prior to the Final Payment Date, a prepayment premium will be due in the same manner as if the undersigned voluntarily prepaid this Note.

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3. Additional Documents. The Borrower and Individual Guarantors shall execute a revised Environmental Indemnity Agreement. The Individual Guarantors shall execute a Guaranty. The Borrowers shall execute and Assignment of Rents and Leases.

4. Restated Note. The Borrower shall execute a Restate Promissory Note to supersede the Promissory Note referred to in Subparagraph (c) of the recitals.

5. Documents to Remain in Effect. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein.

6. Confirmation of Obligations. The Borrower, the Beneficiaries and the Individual Guarantors hereby confirm and reaffirm all of their obligations under the Documents, as modified and amended herein.

7. References. 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 modified and amended by this Agreement.

8. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Borrower hereby certifies and represents, and the Beneficiaries and the Individual Guarantors hereby certify, represent and warrant 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.

9. 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.

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

11. 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.

12. 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.

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13. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

14. 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.

15. Execution by Trust. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trust while in form purporting to be the representations, covenants, undertakings and agreements of the Trust are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LASALLE NATIONAL TRUST, N.A. in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against LASALLE NATIONAL TRUST, N.A. on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, LASALLE NATIONAL TRUST, N.A., not personally, but as Trustee aforesaid, has caused these presents to be signed by one of its Vice Presidents, or Assistant Vice Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LASALLE NATIONAL TRUST, N.A. not personally, but as Trustee under Trust Dated November 23, 1979 and known as Trust No. 26-5666-00

By: *Rosemary Callahan*
Vice President

Attest:

Robert Hill
Assistant Secretary

Joseph E. Kenefick
Joseph E. Kenefick

Thomas M. Kenefick
Thomas M. Kenefick

CAPRICO INVESTMENTS, INC.

By: *Joseph E. Kenefick*
Joseph E. Kenefick, President
THE YARDS PARTNERSHIP
Thomas M. Kenefick
Thomas M. Kenefick, Secretary

By: *Thomas M. Kenefick*
Thomas M. Kenefick, Secretary
Joseph E. Kenefick
Joseph E. Kenefick, President

CONSENTED TO BY
EDWARD STEIN & TRUST COMPANY, TRUSTEES
James Benson
JAMES BENSON

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, KATHLEEN E. BYE, a Notary Public in and for said County, DO HEREBY CERTIFY THAT Rosemary Collins Vice President of LASALLE NATIONAL TRUST, N.A., and William H. Dillon, Assistant Secretary of said Company, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company as Trustee as aforesaid, for the uses and purposes therein set forth.

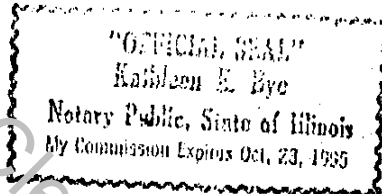
Given under my hand and seal this 8 day of APRIL, 1994.

Kathleen E. Bye
Notary Public

My Commission Expires: 10-23-95

This Instrument was Prepared by:

Edwin Josephson, Esq.
Chuhak & Tecson, P.C.
225 West Washington Street
Suite 1300
Chicago, Illinois 60606
(312) 368-4666 or (312) 444-9300



Please Mail All Recorded Documents To:

LASALLE NORTHWEST NATIONAL BANK
ATTN: Ms. Lesley Wazelle
4747 West Irving Park Road
Chicago, Illinois 60641

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES

Lots 6 through 11, inclusive in W.L. Sampson's Subdivision of the East 1/2 of Block 1 in W.L. Sampson's Subdivision of the North East 1/4 of the South East 1/4 of Section 6, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Said premises more commonly known as: 4320 South Ashland Avenue, Chicago, Illinois 60609.

P.I.N.: 20-06-406-024, Affects Lot 1;
20-06-406-025, Affects Lot 2;
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