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AMENDMENT TO MORTGAGE DOCUMENTS

This Amendment to Mortgage Documents (this "Amendment") is made as of December 23, 1993 by and between MIDWEST BANK AND TRUST COMPANY, an Illinois banking corporation, not personally, but as Trustee ("Trustee") under the provisions of a Trust Agreement dated August 31, 1978 and known as Trust Number 78-08-2680 (the "Trust") and GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, a Colorado corporation, having offices at 8515 E. Orchard Road, Englewood, Colorado 80111 ("Lender").

RECITALS:

A. Trustee executed and delivered an Adjustable Rate Mortgage Note dated June 29, 1987, payable to the order of The Great-West Life Assurance Company, a Canadian corporation ("Great-West"), in the original principal sum of \$2,600,000.00, bearing interest at the rate of 9.125% per annum and with a maturity date of July 1, 1997 (the "Note").

B. The Note is secured by a Mortgage dated June 25, 1987 made by Trustee to Great-West (the "Mortgage"), encumbering the real estate described on Exhibit A attached hereto and other property and interests owned by Trustee and Richard G. Krautsack ("Beneficiary" and, collectively with Trustee, "Borrower") in conjunction therewith (collectively with said real estate, the "Mortgaged Premises"), which real estate is located at 770 Arthur Avenue, Elk Grove Village, Illinois, and which Mortgage was recorded in Cook County, Illinois on June 29, 1987 as Document No. 87352894.

C. The Note is further secured by other documents (which, together with the Note and Mortgage, are herein collectively referred to as the "Mortgage Documents"), including but not limited to the following, all dated of even date with the Mortgage, unless otherwise indicated:

THIS DOCUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

JOHN L. WAHLERS, ESQ.
FISCHER, KENDLE & WAHLERS
221 N. LASALLE STREET, SUITE 3410
CHICAGO, ILLINOIS 60601

PIN: 08-34-301-028

PROPERTY ADDRESS: 770 ARTHUR AVENUE, ELK GROVE VILLAGE, IL

BOX 333-CTI

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(i) Assignment of Leases and Rents made by Trustee to Great-West and recorded in Cook County, Illinois on June 29, 1987 as Document 87352896 (the "Assignment");

(ii) Specific Assignment of Leases and Rents made by Trustee to Great-West and recorded in Cook County, Illinois on June 29, 1987 as Document No. 87352895; and

(iii) Security Agreement - Chattel Mortgage made by Trustee to Great-West (the "Security Assignment").

D. The right, title and interest of Great-West in and to the Mortgage Documents was assigned to Lender by assignment documents dated November 15, 1990, one of which was recorded in Cook County, Illinois on December 3, 1990 as Document No. 90585135, and Lender is now the owner and holder of the Mortgage Documents and of the indebtedness (the "Loan") evidenced and secured thereby.

E. The liens and security interest held by Lender in and to certain fixtures and personal property comprising a part of the Mortgaged Premises described in the Mortgage is further evidenced by UCC Financing Statements executed by Trustee and/or Beneficiary.

F. Pursuant to Lender's letter dated October 14, 1993 and accepted by Borrower (the "Commitment Letter"), Borrower and Lender have agreed to amend the terms and conditions of the Loan as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing, of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Effective December 23, 1993, the Adjusted Interest Rate, as defined in the Note, shall be 7.75% per annum. The Default Rate, as defined in the Note and Mortgage, shall be 9.75% per annum.

2. The maturity date of the Note is extended to January 1, 2004.

3. Commencing February 1, 1994 and continuing on the first day of each month thereafter, through and including December 1, 2003, Trustee shall pay monthly installments of principal and interest in the amount of \$19,746.00.

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4. Lender hereby waives its right to adjust the interest rate of the Loan as of July 1, 1994, as provided in the Note. Effective January 1, 1999, however, Lender shall additionally review and adjust the interest rate (the "Rate Adjustment").

(a) Lender will give Beneficiary, no later than November 1, 1998, written notice of any rate adjustment. Prior to such date, Borrower will provide Lender with any information reasonably requested by Lender to assess the then-current underwriting characteristics of the Loan.

(b) The interest rate for the period of January 1, 1999 to the maturity date of January 1, 2004 will be adjusted to a level commensurate with the market interest rates prevailing as of October 1, 1998 for first mortgage loans (five-year terms) of similar size and secured by property possessing underwriting characteristics similar to the Mortgaged Premises. Said interest rate, however, shall not exceed 300 basis points above the rate for five year U.S. Government Treasury Securities auctioned most recently to October 1, 1998.

(c) Promptly after receipt of the monthly payment due on the Loan for January 1, 1999, Lender shall advise Beneficiary as to the new monthly payment due on February 1, 1999 and on the first day of each month thereafter until the maturity date of the Loan. Such monthly payment shall be calculated based upon an amount (given the adjusted interest rate) sufficient to fully amortize the then-existing principal balance of the Loan by January 31, 2013 (i.e. a 14-year amortization schedule).

5. On January 1, 2004, the entire unpaid principal balance and all accrued but unpaid interest thereon shall be due and payable.

6. All sums due under the Mortgage Documents shall be paid to Lender at 8515 East Orchard Road, Englewood, Colorado, 80111, Attn: Mortgage Administration, or at such other place or places as Lender, or any subsequent holder of the Note, may from time to time in writing designate.

7. Trustee and Lender acknowledge and agree that the only lease subject to the Specific Assignment is the Lease dated March, 1987 by and between Trustee, as landlord, and Cooperative Marketing Co., as tenant (the "Original Lease"), which Original Lease was amended by an Agreement dated June 16, 1988 (pursuant to which Comark Merchandising, Inc. assumed all of the tenant's obligations thereunder), and further amended by an Amendment to Lease dated May 4, 1992 (which Original Lease, as so amended, is hereinafter referred to as the "Lease").

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(a) Trustee may extend the term of the Lease, may otherwise amend the terms and conditions thereof or may enter into a new lease provided that, without the prior, written consent of Lender, no such extension, amendment or new lease will:

(i) permit the lessee thereunder to prepay by more than one month any rent or additional rent or other sum due or to become due under said lease,

(ii) increase the obligations of the lessor thereunder beyond those stated in the Lease,

(iii) reduce the annual base rent due thereunder, as calculated under Sections 4.0, 22.0 and 22.1 of the Lease, below the aggregate amount of \$296,388, or

(iv) permit the lessee thereunder to claim rights superior to the liens, security interests, rights or remedies of Lender arising under the Mortgage Documents.

(b) In the event the lessee under the Lease or any such new lease notifies Lender of a default by the lessor thereunder, Lender may, at its election, cure such default and add any amounts paid to obtain such cure to the principal balance of the Loan or bill Borrower separately for the same as provided in Paragraph 8 hereinbelow.

8. Borrower shall pay, promptly after demand therefor, all fees, costs and expenses incurred by Lender in conjunction with this Amendment (not to exceed a total of \$1,500.00) or in conjunction with the Rate Adjustment (not to exceed an additional \$1,500.00), including attorneys' fees, recording fees, premiums for endorsements to Lender's title insurance policy, escrow fees, charges for UCC searches, credit reports and for review of financial statements, fees for filing of additional UCC Financing Statements, and trustee's fees. In the event Borrower fails to pay any and all such fees, costs and expenses when due, and such failure remains uncured more than 30 days after written notice thereof given to Borrower from Lender, such failure shall constitute a Non-Monetary Default as defined in the Note and Mortgage. In such event, Lender may, without waiving any right or remedy available to it by reason of such Non-Monetary Default, pay such unpaid fees, costs and expenses and add the same to the principal balance of the Loan or continue to bill Borrower separately for same. Any such unpaid items which are added to the principal balance of the Loan, and any other fees, costs, expenses or delinquent interest advanced by Lender pursuant to the Mortgage Documents whether or not added to the principal balance of the Loan, shall be secured by the liens

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and security interests created by the Mortgage Documents and shall be due and payable to Lender no later than 15 days after written notice thereof given to Borrower, together with interest thereon at the Default Rate, provided that such written notice may not be given more often than quarterly during the term of the Loan.

9. Notices shall be given as provided in Section 45 of the Mortgage, but addressed as follows:

(a) If to Lender, to:

Great-West Life & Annuity Insurance Company
5515 East Orchard Road
Englewood, Colorado 80111
Attn: Mortgage Administration

(b) If to Trustee or Beneficiary, in care of:

Comark Merchandising, Inc.
770 Arthur Avenue
Elk Grove Village, Illinois 60007
Attn: Richard G. Krautsack, President

10. At any time hereafter, Borrower may prepay in full the outstanding balance of the Loan, without penalty, but including any accrued but unpaid interest thereon, provided Borrower gives Lender at least 30 days prior written notice of such prepayment.

11. Except as expressly amended by the terms and provisions of this Amendment, the terms, conditions, covenants, agreements, representations and warranties contained in the Mortgage Documents shall remain in full force and effect and are hereby expressly ratified and confirmed.

12. This Amendment is executed by Trustee, not personally, but as trustee pursuant to the terms of the aforesaid Trust Agreement, solely in the exercise of the power and authority conferred upon and invested in it as such trustee, and Trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein contained shall be construed as establishing any personal liability upon Trustee under this Amendment or under the Mortgage Documents described herein, all such personal liability being hereby expressly waived by Lender, and Lender's only recourse against Trustee being limited to the Mortgaged Premises, as defined in the Mortgage, and other collateral and property given as security for the payments due to Lender, as evidenced and provided for in the Mortgage Documents.

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

Midwest Bank and Trust Company, an Illinois banking corporation, not personally, but as Trustee under the provisions of Trust Agreement dated August 31, 1978 and known as Trust No. 78-08-2680

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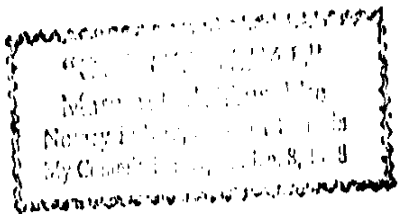
SEE EXHIBITORY RIDER ATTACHED TO AND MADE PART HEREOF.

By: [Signature]
Name: Dave Augustyn
Title: Vice-President

Attest: [Signature]
Name: Kim Muich
Title: Trust Administrator

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

This instrument was acknowledged before me on May 19, 1994 by Dave Augustyn, as Sr. Tr. Officer Vice President of Midwest Bank and Trust Company, an Illinois banking corporation and Kim Muich, Trust Administrator ~~Assistant Secretary~~ of Midwest Bank and Trust Company, on behalf of said entity.



[Signature]
Notary Public

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Great-West Life & Annuity Insurance Company



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By: [Signature]
Name: R. Purchase, Vice President,
Title: Public Bond Investments

By: [Signature]
Name: W. J. APPLEBY
Title: AUTHORIZED SIGNATURE

COOK COUNTY, ILLINOIS
SIGNATURE
JUL 12 AM 11:45

STATE OF COLORADO)
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me on May 12, 1998 by R. Purchase, Vice President, Public Bond Investments of and [blank], authorized signatory for Great-West Life & Annuity Insurance Company, a Colorado corporation.

STATE OF COLORADO)
COUNTY OF ARAPAHOE)

[Signature]
Notary Public
Elizabeth A. Whitaker
My Commission Expires: September 14, 1996

This instrument was acknowledged before me on May 12, 1998 by W.J. Appleby, Authorized Signature, of and [blank], authorized signatory for Great-West Life & Annuity Insurance Company, a Colorado corporation.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
04 JUL 12 AM 11:45

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[Signature]
Notary Public
Elizabeth A. Whitaker
My Commission Expires: September 14, 1996

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THIS RIDER IS ATTACHED TO AND FORMS CERTAIN
PART OF CERTAIN MORTGAGE DATED December 23, 1993
AND EXECUTED BY MIDWEST BANK & TRUST COMPANY,
AS TRUSTEE, UNDER TRUST AGREEMENT 78-08-2680

This Mortgage is executed by Midwest Bank and Trust Company, not personally, but as Trustee 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 by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Midwest Bank and Trust Company or on any of the beneficiaries under said Trust Agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either expressed or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any cosigner, endorser or guarantor of said note.

MIDWEST BANK AND TRUST COMPANY AS TRUSTEE AFORESAID MAKES NO STATEMENTS, REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING ENVIRONMENTAL MATTERS OR REGARDING MORTGAGE CLAUSE ENTITLED "HAZARDOUS SUBSTANCES". REFER TO THE EXCULPATORY CLAUSE ABOVE.

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Parcel 1:

Lot 1 in C.M.S. Resubdivision of Lot 282 (except the South 108.00 Feet of the West 65.00 Feet) in Centex Industrial Park Unit 162 being a Subdivision in Southwest Quarter of Section 34, Township 41 North, Range 11, East of the Third Principal Meridian, and Lot 1 in Resubdivision of Lot 388 in Centex Industrial Park Unit 236 being a Subdivision in the South Half of the South West Quarter of Section 34 aforesaid, and the South 108.0 Feet of the West 65.0 Feet of Lot 282 in Centex Industrial Park Unit 162 aforesaid, in Cook County, Illinois.

Parcel 2:

Easement for appurtenant and for the benefit of that part of Parcel 1 lying North of a Line 26 Feet South of the most Southerly North Line of Lot 1 aforesaid, (except the West 65 Feet thereof) as created by Easement appurtenant and for the benefit of Parcel 1 as created by Grant of Easement made by and between Servomation Corporation, a Corporation of Delaware and Midwest Bank and Trust Company, as Trustees under Trust Agreement dated August 31, 1978 and known as Trust Number 78-08-2680 dated November 15, 1983 and recorded February 7, 1984 as Document 26959651 for storm water retention over the following described land:

That Part of Lot 2 of CMS Resubdivision of Lot 282 (except the South 108.00 Feet of the West 65.0 Feet) in Centex Industrial Park Unit 162, being a Subdivision in the South West 1/4 of Section 34, Township 41 North, Range 11 East of the Third Principal Meridian and Lot 1 in Resubdivision of Lot 388 in Centex Industrial Park Unit 236, being a Subdivision in the South 1/2 of the South West 1/4 of Section 34 aforesaid, and the South 108.00 Feet of the West 65.0 Feet of Lot 282 in Centex Industrial Park Unit 162, aforesaid, in Cook County, Illinois described as follows:

Beginning at the most Southerly South West Corner of Lot 2 of CMS Resubdivision for the Point of Beginning; thence North 000 degrees, 12 Minutes, 53 Seconds East along the most Easterly West Line of said Lot, a distance of 82.0 Feet; thence South 089 Degrees, 59 Minutes, 40 Seconds East 117.73 Feet; thence South 084 Degrees, 27 Minutes, 04 Seconds East 43.47 Feet; thence South 067 Degrees, 14 Minutes, 01 Seconds East 50.02 Feet; thence South 053 Degrees, 38 Minutes, 56 Seconds East 77.39 Feet to the Southeasterly curved line of Lot 22 aforesaid; thence Southwesterly along the last described line, being an Arc of a circle Convex Northwesterly and having radius of 160.0 Feet for a distance of 15.06 Feet to the most Southerly South Line of said Lot 2; thence North 089 Degrees, 59 Minutes, 40 Seconds West along the most Easterly South Line, a distance of 260.12 Feet to the Point of Beginning in Cook County, Illinois.

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