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LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT, made as of this 30th day of 39
September, 1993, is entered into by and between NBD Bank, assignee of
of NBD Skokie Bank, N.A., the owner and holder of the mortgage
hereinafter described, and the note secured thereby (the
"Mortgagee"), and Don's Hospitality Corporation, an Illinois
corporation, the owner of the real estate hereinafter described
and encumbered by said mortgage (the "Mortgagor"), and Strang
Corporation (the "Guarantor").

WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee
upon a Secured Promissory Note dated June 15, 1988 in the original
principal sum of Two Million Dollars (\$2,000,000), as modified
through a Loan Modification Agreement dated June 30, 1993 (said
note, all renewals, extensions and modifications thereof, and any
additional notes are hereinafter collectively referred to as the
"\$2,000,000 Note") and the Mortgagor is justly indebted to the
Mortgagee upon a Time Revolving Note dated June 15, 1988 in the
principal sum of One Million Dollars (\$1,000,000), as previously
modified, amended and extended (said note, all renewals,
extensions and modifications thereof, and any additional

This instrument prepared by
and to be returned to:

Laura A. Lipinski
Schwartz, Cooper, Kolb & Gaynor
20 South Clark Street
Suite 1100
Chicago, IL 60603

Recorder's Box 365

71-65-740 D1 10A

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notes are hereinafter collectively referred to as the "\$1,000,000 Note") (the \$2,000,000 Note and the \$1,000,000 Note are hereinafter collectively referred to as the "Notes"), payable to the order of and delivered to NBD Bank, assignee of NBD Skokie Bank, N.A., and all of said principal and interest are made payable at the office of the Mortgagee in Skokie, Illinois; and

WHEREAS, the Notes are secured by a Mortgage dated May 25, 1988 and recorded with the Cook County, Illinois Recorder of Deeds on June 1, 1988 as document no. 88233025 from Mortgagor to Mortgagee, encumbering certain real estate in Cook County, Illinois, legally described on Exhibit A attached hereto and made a part hereof (the "Mortgage"); and

WHEREAS, the Notes and the Mortgage and all other documents and instruments securing or modifying the Notes or entered into in connection with the loan evidenced by the Notes (the "Loan") are hereinafter referred to as the "Loan Documents"; and

WHEREAS, Borrower entered into a Loan and Security Agreement dated June 15, 1988, setting forth the terms under which the Mortgagee would receive funds from the Mortgagor under the Loan;

WHEREAS, Strang Corporation executed a Continuing Guaranty of the Loan under which the right to recovery was limited to the sum of \$300,000 plus interest thereon and all reasonable expenses and fees of collection; and

WHEREAS, the Mortgagor has requested the Mortgagee to increase the principal amount of the \$1,000,000 Note and extend the maturity date of Notes.

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NOW, THEREFORE, the parties hereby agree:

1. The terms of the \$1,000,000 Note are modified as follows:

(a) The principal amount of the note is increased to One Million One Hundred Fifty Thousand Dollars (\$1,150,000).

(b) The maturity date of the note is extended to August 30, 1995.

(c) Any and all statements providing that "the interest rate hereunder shall never be less than 7 1/2% or greater than 12% per annum" are deleted.

2. The terms of the \$2,000,000 Note are modified as follows:

(a) Monthly payments of principal in the amount of \$10,000, plus interest, shall be due and payable commencing December 1, 1993, and continuing on the 1st day of each calendar month thereafter, to and including September 1, 1998. A final installment equal to the entire outstanding principal balance due under the Note, together with all accrued and unpaid interest thereon, shall be due and payable on September 30, 1998, the "maturity date", unless earlier due and payable by reason of the acceleration of the maturity of the note in accordance with the terms of any of the Loan Documents.

(b) Any and all statements providing that "the interest rate hereunder shall never be less than 7 1/2% or greater than 12% per annum" are deleted.

3. The terms of the Mortgage dated May 25, 1988 and recorded with the Cook County, Illinois Recorder of Deeds on June 1, 1988 as document no. 88233025 from the Mortgagor to the Mortgagee, encumbering certain real estate in Cook County, Illinois, legally

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described on Exhibit A attached hereto and made a part hereof, are modified:

(a) To reflect the increase in the principal amount of the \$1,000,000 Note to One Million One Hundred Fifty-Thousand Dollars (\$1,150,000), the extension of the maturity dates of the Notes and the deletion of the floor and ceiling on the rates at which interest shall accrue under the Notes; and

(b) To delete the "NOW, THEREFORE,..." paragraph on page one of the Mortgage and substitute the following:

"NOW, THEREFORE, Mortgagor, in consideration of said debt and (a) to secure the payment of both principal and interest thereof, in accordance with the terms and provisions of the Notes and in accordance with the terms, provisions and limitations of this Mortgage; (b) to secure not only the existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee or otherwise, as are made within twenty years from the date thereof, to the same extent as if such future advances were made on the date of the execution of this mortgage, although there may be no advance made at the time of execution of this mortgage, and although there may be no indebtedness outstanding at the time any advance is made; and (c) to secure the performance of the covenants and agreements herein and in the Notes contained, to be performed by Mortgagor does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto Mortgagee, its successors and assigns, the real estate described in Exhibit A attached hereto and made a part hereof and all of its estate, right, title and interest therein, situate,

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lying and being in the Village of Skokie, County of Cook, and State of Illinois which, with the property hereinafter described, is referred to as the "premises". The lien of this Mortgage, as to third persons without actual notice thereof, shall be valid as to all such indebtedness and future advances from the time this mortgage is filed for record in the Office of the Recorder of Deeds of Cook County where the property described herein is located. The total amount of indebtedness that may be so secured may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of \$4,000,000, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on said premises, with interest on such disbursements."

4. The terms of the Loan and Security Agreement are modified as follows:

The first sentence of Paragraph 1.1 is deleted in its entirety and the following is substituted therefor: "1.1 Loans. Subject to the terms and conditions of this Agreement, the Borrower, so long as Borrower is not in default under this Agreement, from time to time, but not later than August 30, 1995 (the "Due Date"), may borrow up to an aggregate of One Million One Hundred Fifty Thousand Dollars (\$1,150,000) during the term of this Agreement, which may be repaid and reborrowed during the term of this Agreement (the borrowings are hereinafter referred to as the "Revolving Loan")."

5. As of September 30, 1993, the principal amount outstanding under the \$2,000,000 Note is \$1,685,000.00.

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6. The Guarantor shall, contemporaneous with the delivery to Mortgagor of the signed original of this Modification, execute a new unlimited Continuing Guaranty of the Loan.

7. The Mortgagor hereby affirms all of the warranties, covenants, undertakings, pledges, and representations it made in the Loan Documents. The Mortgagor hereby renews all of said warranties, covenants, undertakings, pledges and representations in favor of the Mortgagee and remakes the same as of the date hereof as fully and with the same force and effect as if repeated herein at length and dated the date hereof.

8. In consideration of this Modification, the Mortgagor hereby waives, releases and forever discharges, and by these presents, does, for itself, its successors and assigns, release and forever waive as against the Mortgagee, and its successors and assigns, and each of them, from and against all manner of actions, causes of action, suits, debts, accounts, promises, warranties, damages and consequential damages, demands, agreements, costs, expenses, claims, defenses or demands whatsoever, in law or in equity, whether presently known to the Mortgagor, or not known, by reason of any matter, cause or thing whatsoever, on or at any time prior to the date of these presents, pertaining to the Loan Documents and the transaction involving the Loan Documents, except as a result of any action or inaction of the Mortgagee. The Mortgagor has read this release, waiver of claims and defenses and executed the same, understanding that the Mortgagee is relying upon the same as an inducement to increase the principal amount of the \$1,000,000 Note and extend the maturity date of the Notes, to and for the benefit of the Mortgagor, free from any claims and

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defenses which may be raised by the Mortgagor against the Mortgagee as of the date hereof.

9. In consideration of the modification of the \$2,000,000 Note, the Mortgagor shall, upon execution of this Modification, pay to the Mortgagee a fee of \$8,450.00.

10. This Modification is supplementary to the Loan Documents. All provisions thereof, including the right to declare principal and accrued interest due for any cause specified in the Loan Documents, shall remain in full force and effect except, as herein expressly modified. The Mortgagor hereby ratifies and confirms the Loan Documents as though the same were set forth at length herein. The provisions of this indenture shall inure to the benefit of any holder of the Note and shall bind the personal representatives, successors and assigns of the Mortgagor.

11. This Modification is agreed and consented to by the Guarantor. The Guarantor also agrees to enter into an unlimited Continuing Guaranty of even date herewith of the indebtedness of Mortgagee to Mortgagor, simultaneous with the execution of this Modification.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this indenture as of the day and year first above written.

MORTGAGEE:

NBD BANK, assignee of
NBD Skokie Bank, N.A.

By: 

Printed Name: FREDERICK E. THOMPSON
Title: Vice President

MORTGAGOR:

DON'S HOSPITALITY CORPORATION

By: 

Printed Name: DAVID A. STRANG
Title: VICE PRESIDENT

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STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

I, ROBERTA KASHI a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that DAVID E. STRANG VICE President of Don's Hospitality Corporation, an Illinois corporation, and RAMELA MADDEN ASST Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and ASST 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 corporation, for the uses and purposes therein set forth; and the said ASST Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of December, 1993.

Roberta Kashi
Notary Public

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

ROBERTA KASHI
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 12-08-97

I, ROBERTA KASHI a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that DAVID E. STRANG, VICE President of Strang Corporation, an Ohio corporation, and RAMELA MADDEN ASST Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and ASST 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 corporation, for the uses and purposes therein set forth; and the said ASST Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of December, 1993.

Roberta Kashi
Notary Public

ROBERTA KASHI
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 12-08-97

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Exhibit A

That part of the North Half of Lot 2 lying West of the West line of Gross Point Road, except the West 50 feet thereof and that part of Lot 1 lying West of the West line of Gross Point Road, except the West 50 feet thereof and except that part of said Lot 1 lying Northerly of a line described as follows: Beginning at a point on a line 50 feet East of and parallel with the West line of Lot 1, said point being 27.0 feet South of the North line of Lot 1 (being also the South line of Emerson Street); thence Northeast a distance of 14.24 feet to a point on a line 17.0 feet South of the North line of said Lot 1, said point being 60.0 feet East of the West line of said Lot; thence Easterly 185.0 feet to a point 7.50 feet South of the North line of Lot 1; thence East along a line 7.50 feet South of and parallel to the North line of said Lot 1, 244.12 feet, more or less, to a point of curve, said point being 102.96 feet West of the Westerly line of Gross Point Road (as measured on a line 7.50 feet South of and parallel to the North line of Lot 1); thence Easterly along said curve, convex to the Northeast and having a radius of 84.0 feet, a distance of 63.33 feet to a point of tangency; thence Southeast along the tangent to the last described point, 17.55 feet to a point on the Westerly line of Gross Point Road, said point being 58.0 feet Southwest of the Northeast corner of said property (as measured on the Westerly line of said Road); all in Partition between the Heirs' of Michael Diederich of the Southwest Quarter of the Northwest Quarter of Section 15, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Address: 9333 Skokie Boulevard, Skokie, Illinois

P.I.N.: 10-15-115-020; 10-15-115-017