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JOSEPH FRED A. Assoc.
92428881-9001

LOAN DOCUMENT MODIFICATION AND EXTENSION AGREEMENT

THIS LOAN DOCUMENT MODIFICATION AND EXTENSION AGREEMENT (this "Agreement") made effective the 5th day of January, 1994, by and among LA SALLE NATIONAL BANK, not personally, but solely as Trustee under a Trust Agreement dated February 18, 1987 and known as Trust Number 112044 (the "Trustee"), WHEELING PROPERTY PARTNERSHIP, an Illinois limited partnership and sole beneficiary of the Trustee ("Wheeling"), JOSEPH J. FRED AND ASSOCIATES, INC., an Illinois corporation ("JFA") (the Trustee, Wheeling and JFA are sometimes hereinafter referred to collectively as "Borrowers" and each, singly, sometimes hereinafter referred to as a "Borrower"), JOSEPH J. FRED a resident of Illinois (the "Guarantor") and FIRST MIDWEST BANK, N.A., a national banking association, said bank together with its successors and assigns, including each and every holder, from time to time, of the Note (as hereinafter defined) being referred to as the "Bank", is premised upon the following circumstances:

The Bank has heretofore loaned to the Borrowers the principal sum of TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS in lawful money of the United States (the "Loan"), to be paid with interest thereon according to a certain Note and Guaranty made by the Borrowers and guaranteed by the Guarantor dated January 5, 1991 in the principal amount of TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS (the "Note");

The Trustee is the Mortgagor pursuant to the terms of a certain MORTGAGE dated January 5, 1991 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 6, 1991 as document number 91099499 (the "Mortgage") pursuant to which the Trustee has mortgaged and conveyed to the Bank a first mortgage lien on the real property legally described on Exhibit A attached hereto and made a part hereof (the "Property") as collateral security for, inter alia, the repayment of the Note.

Wheeling is the Assignor pursuant to the terms of a certain COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST dated January 5, 1991 (the "Collateral ABI") pursuant to which Wheeling has collaterally assigned to Bank 100% of the beneficial interest in the land trust under which Borrower is acting as security for, inter alia, the repayment of the Note.

Borrowers and Guarantor, jointly and severally, desire to modify extend the payment terms of the Note and the Bank is willing to allow such modification and extension provided that the principal balance of the Note is paid down and upon the terms and conditions as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing, in consideration of the mutual covenants, conditions and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby jointly and severally acknowledged by the Borrowers and Guarantor,

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the parties hereto do hereby agree as follows:

1. Wherever used herein the term "Loan Documents" shall be construed as meaning all of and the term "Loan Document" shall be taken to refer to any one of the Note, the Mortgage, the Collateral ABI, all other documents and instruments defined as "Loan Documents" in the Note and all other letters, financing statements, assignments, indemnity agreements, affidavits, documents or instruments executed by any one or more of the parties hereto, directly or indirectly in connection with the Loan and/or the obligations contained in this Agreement.

2. The parties hereto agree that the heading of the Note prior to the beginning of Article I thereof is hereby modified and amended by the deletion of said heading in its entirety and the substitution in lieu thereof of the following:

"NOTE AND GUARANTY

\$1,708,655.89

State of Illinois
January 8, 1994

3. The parties hereto agree that the Note is hereby modified and amended by the deletion of the first eight lines of Article II, Paragraph 2.1 thereof in their entirety and the substitution in lieu thereof of the following:

"2.1 FOR VALUE RECEIVED, the Makers, jointly and severally, promise to pay to the order of the Payee, in legal tender of the United States of America, the principal sum of ONE MILLION SEVEN HUNDRED EIGHT THOUSAND SIX HUNDRED FIFTY-FIVE AND 89/100 (\$1,708,655.89) DOLLARS (the "Principal Sum"), together with interest on the balance of the Principal Sum and any other monetary obligation due hereunder or under any one or more of the Loan Documents remaining from time to time unpaid (the "Principal Balance") payable as follows:"

4. The parties hereto agree that the Note is hereby modified and amended by the deletion of Paragraph 2.1 (A) thereof in its entirety and the substitution in lieu thereof of the following:

"(A) Payments Before Maturity Date: Except as otherwise herein set forth, the Principal Balance of this Note shall bear interest at the Reference Rate (as defined herein) in effect from time to time plus one (1%) percent per annum from and after the date of initial funding hereunder. Payments on the Principal Balance plus accrued interest shall be payable in installments as follows: NINETEEN THOUSAND THREE HUNDRED SEVENTY-ONE AND 35/100 (\$19,371.35) DOLLARS commencing on the 1st day of February, 1994; NINETEEN THOUSAND THREE HUNDRED SEVENTY-ONE AND 35/100 (\$19,371.35) DOLLARS on the 1st day of each month thereafter for thirty-four consecutive months with a final payment of the entire Principal Balance plus all accrued and unpaid interest on the Maturity Date

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(as defined herein). Notwithstanding the foregoing, in the event the Reference Rate exceeds eleven and three-quarters (11.75%) percent per annum at any time during the term hereof, the aforesaid monthly payments shall be adjusted by the Payee in its sole discretion in order to avoid a negative amortization (i.e. one in which the monthly payment of \$19,371.35 is insufficient to cover the amount of accrued interest on the Principal Balance required to be paid a part of such monthly payment. The Makers, jointly and severally, agree to pay such adjusted monthly payment from and after the effective date of written notice to Makers from Payee of such adjustment for the remainder of the term of this Note or until further adjustment by the Payee as set forth above."

5. The parties hereto agree that the Note is hereby modified and amended by the deletion of Article II, Paragraph 2.1 (B) thereof in its entirety and the substitution in lieu of said original Article II, Paragraph 2.1 (B) of the following:

"(B) Maturity Date. The entire outstanding Principal Balance, all interest accrued thereon and any other amounts due hereunder and/or under any one or more of the Loan Documents, unless sooner paid, shall be due and payable in full on the 5th day of January, 1997 (the "Maturity Date")."

6. The parties hereto agree that the Note is hereby modified and amended by the deletion of Article II, Paragraph 2.2 (A) thereof in its entirety and the substitution in lieu of said original Article II, Paragraph 2.2 (A) of the following:

"(A) Reference Rate Defined. The "Reference Rate" as used herein shall mean at any time the interest rate per annum as announced from time to time by Continental Bank N.A. and/or any successor to the business of Continental Bank N.A. as its Reference Rate notwithstanding that any other rate or rates may actually be charged by the Continental Bank N.A., its successor in interest and/or Payee and the Payee shall have no liability on account of any such discrepancy. The written statement or notice from the Payee as to what the Reference Rate was on any given date shall be conclusive."

7. The parties hereto agree that the Note is hereby modified and amended by the deletion of Article II, Paragraph 2.2 (B) thereof in its entirety and the substitution in lieu of said original Article II, Paragraph 2.2 (B) of the following:

"(B) Default Rate Defined. The "Default Rate" as used herein shall mean the Reference Rate plus five (5%) percent per annum and shall be charged on any amount payable hereunder unless paid when due."

8. The parties hereto agree that the Mortgage is hereby modified and amended by the deletion of the second full paragraph

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of page 1 thereof in its entirety and the substitution in lieu thereof of the following:

"WITNESSETH, that to secure the payment of an indebtedness in the principal amount of ONE MILLION SEVEN HUNDRED EIGHT THOUSAND SIX HUNDRED FIFTY-FIVE AND 89/100 (\$1,708,655.89) DOLLARS in lawful money of the United States, to be paid with interest thereon according to a certain Note and Guaranty originally bearing even date herewith and as hereafter modified, and any amendments, modifications, renewals or replacements thereof (hereinafter referred to as the "Note"), and pursuant to authority heretofore granted by its duly elected and acting board of directors and pursuant to authority given by the Beneficiary (as defined below) in accordance with a duly executed letter of direction, the Mortgagor hereby mortgages, conveys, transfers and grants a security interest in the Mortgaged Premises (as defined herein) to the Mortgagee."

9. The parties hereto agree that the Mortgage is hereby modified and amended by the deletion of the Paragraph 1.1 B thereof in its entirety and the substitution in lieu thereof of the following:

"B. "Default Rate" shall mean the Reference Rate plus five (5%) percent per annum and shall be charged on any amount payable herein unless promptly paid and shall constitute additional indebtedness secured by this Mortgage and shall be immediately due and payable."

10. The parties hereto agree that the Mortgage is hereby modified and amended by the deletion of the Paragraph 1.1 N thereof in its entirety and the substitution in lieu thereof of the following:

"N. "Reference Rate" shall mean the per annum rate of interest announced or published publicly from time to time by Continental Bank N.A. and/or any successor to the business of Continental Bank N.A. as its Reference rate of interest notwithstanding that any other rate or rates may actually be charged by Continental Bank N.A., its successor in interest and/or Mortgagee and the Mortgagee shall have no liability on account of any such discrepancy. The written statement or notice from the Mortgagee as to what the Reference Rate was on any given date shall be conclusive."

11. The parties hereto agree that the Mortgage is hereby modified and amended by the deletion of Exhibit A attached thereto and made a part thereof in its entirety and the substitution in lieu thereof of the following:

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"EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

PART OF LOT 1 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES, 59 MINUTES, 43 SECONDS EAST ALONG THE NORTHERLY LINE OF LOT 1, A DISTANCE OF 327.50 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 00 DEGREES, 00 MINUTES, 17 SECONDS WEST ALONG THE EASTERLY LINE OF LOT 1, A DISTANCE OF 263.49 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 1, BEING A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 241.00 FEET, AN ARC DISTANCE OF 107.28 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 106.39 FEET AND A BEARING OF NORTH 77 DEGREES, 16 MINUTES, 03 SECONDS WEST; THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 1, A DISTANCE OF 192.30 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 1 BEING A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 241.00 FEET, AN ARC DISTANCE OF 189.28 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 184.45 FEET AND A BEARING OF SOUTH 67 DEGREES, 28 MINUTES, 49 SECONDS WEST; THENCE SOUTH 44 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 1, A DISTANCE OF 76.20 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 1, BEING A CURVE CONCAVE TO THE SOUTH EAST HAVING A RADIUS OF 241.00 FEET, AN ARC DISTANCE OF 43.13 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 43.07 FEET AND A BEARING OF SOUTH 39 DEGREES, 51 MINUTES, 12 SECONDS WEST; THENCE NORTH 45 DEGREES, 01 MINUTES, 11 SECONDS WEST 395.20 FEET TO A POINT ON THE WEST LINE OF LOT 1; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 118.43 FEET ALONG SAID WEST LINE OF LOT 1 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2, 3 AND 5 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

LOT 4 IN FREED AND GRAIS SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

PART OF LOT 4 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY SOUTH EAST CORNER OF SAID LOT 4; THENCE SOUTH 89 DEGREES, 59 MINUTES, 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 4, A DISTANCE OF 200.00 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 4 A DISTANCE OF 2.83 FEET; THENCE NORTH 45 DEGREES, 01 MINUTES, 11 SECONDS WEST A DISTANCE OF 209.86 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT 4; THENCE NORTH 44 DEGREES 58 MINUTES 49 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF LOT 4, A DISTANCE OF 39.32 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 4, BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 241.00 FEET, AN ARC DISTANCE OF 189.28 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 184.45 FEET AND A BEARING OF NORTH 22 DEGREES, 28 MINUTES, 49 SECONDS EAST; THENCE NORTH 00 DEGREES, 01 MINUTES, 11 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 38.20 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 4, BEING A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 10.00 FEET, AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 14.14 FEET AND A BEARING OF NORTH 44 DEGREES, 58 MINUTES, 49 SECONDS EAST; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 4, A DISTANCE OF 230.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 4, BEING A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET, AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 14.14 FEET AND A BEARING OF SOUTH 45 DEGREES, 01 MINUTES, 11 SECONDS EAST; THENCE SOUTH 00 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 4, A DISTANCE OF 382.04 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

PART OF LOT 4 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 89 DEGREES, 59 MINUTES, 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 4, A DISTANCE OF 105.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 10 SECONDS WEST, A DISTANCE OF 130.00 FEET;

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THENCE NORTH 89 DEGREES, 59 MINUTES, 50 SECONDS EAST, A DISTANCE OF 77.56 FEET; THENCE NORTH 44 DEGREES, 58 MINUTES, 49 SECONDS EAST, A DISTANCE OF 38.75 FEET TO THE EASTERLY LINE OF SAID LOT 4 BEING ALSO THE WEST LINE OF LOT 1 IN BOWE'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1956 AS DOCUMENT 16694699; THENCE SOUTH 00 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 4, A DISTANCE OF 157.41 FEET TO A PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT 1 IN BOWE'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1956 AS DOCUMENT NO. 16694699 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 2.83 FEET TO THE POINT OF BEGINNING; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 00 MINUTES WITH THE WEST LINE OF LOT 1, A DISTANCE OF 40.14 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE WHICH IS AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE A DISTANCE OF 40.14 FEET TO THE WEST LINE OF LOT 1; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 56.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 03-14-403-043 (Parcel 1)
03-14-403-019 (Parcel 1)
03-14-403-009 (Parcel 2)
03-14-403-010 (Parcel 2)
03-14-403-012 (Parcel 2)
03-14-403-046 (Parcel 3)
03-14-403-035 (Parcel 4)"

12. The parties hereto agree that the Collateral ABI is hereby modified and amended by the deletion of the second full paragraph on page 1 thereof in its entirety and the substitution in lieu thereof of the following:

"WHEREAS, the Assignor and the Trustee, acting pursuant to the direction of the Assignor, among others, are indebted to Assignee pursuant to the terms of a certain Note and Guaranty (hereinafter referred to as the "Note") originally dated January 5, 1991 and as hereafter modified, executed by the Assignor, the Trustee and JOSEPH J. FREED AND ASSOCIATES, INC., an Illinois corporation ("JFA") and personally guaranteed by JOSEPH J. FREED, a resident of Illinois (the "Guarantor") in the Principal Sum of ONE MILLION SEVEN HUNDRED EIGHT THOUSAND SIX HUNDRED FIFTY AND 89/100 (\$1,708,655.89) DOLLARS;"

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13. The parties hereto agree that wherever there is a provision in any one or more of the Loan Documents for the sending of a copy of any notice thereunder to Chandler & Greenswag, P.C. and/or Richard A. Greenswag, Esq., the proper address for the sending of such copies shall hereafter be:

Richard A. Greenswag, Esq.
Richard A. Greenswag, P.C.
181 Waukegan Road
Northfield, Illinois 60093

14. Borrowers and Guarantor, jointly and severally, covenant and agree that, concurrently with the execution of this Agreement, they will execute and/or cause to be executed by the appropriate parties, a Collateral Assignment of Rents and Leases relating to the Property, in favor of the Bank, which Collateral Assignment of Rents and Leases shall be satisfactory to Bank in form and substance. The Bank shall be entitled to record such Collateral Assignment of Rents and Leases against title to the Property and the costs of such recording and all attendant fees (including reasonable attorneys' fees) shall be borne by the Borrowers and Guarantor, jointly and severally and shall be payable in full upon demand therefor by the Bank.

15. All references in any one or more of the Loan Documents to the Note, the Mortgage and/or the Collateral ABI shall hereafter be deemed to refer to the Note, the Mortgage and/or the Collateral ABI as herein modified.

16. All references in the Note, the Mortgage and/or the Collateral ABI to any one or more of the other Loan Documents shall hereafter be deemed to refer to the Loan Documents as herein modified.

17. Except as specifically modified by this Agreement, the Note, the Mortgage and the other Loan Documents and all of the terms, conditions and provisions thereof shall in all respects remain unmodified and unchanged and shall continue to serve as evidence of the indebtedness or as security for the indebtedness described therein. Without limiting the generality of the foregoing, except as hereinabove modified and amended, all provisions of the Note, the Mortgage and each and every one of the other Loan Documents as modified hereby, relating to the defaults in payment of principal, interest or other amounts, with respect to other defaults, with respect to obligations of any one or more of the Borrowers and/or the Guarantor and with respect to the remedies of the Bank, shall continue to be as provided in the Note, the Mortgage and/or each and every one of the other Loan Documents as modified hereby, without change or modification. Notwithstanding the foregoing, in the event of any conflict between the terms and provisions of any one or more of the Loan Documents and the terms and provisions of this Agreement, the terms and provisions of this

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Agreement shall be deemed to govern and control the relationship between the parties hereto.

18. It is the express intention and agreement of the parties hereto that neither the modification of the Note and/or any one or more of the other Loan Documents or any modification of the terms of any one or more of the foregoing as provided aforesaid is intended nor shall be construed as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations under the Note and/or any one or more of the other Loan Documents except as otherwise herein provided. Any remedy of the Bank accruing prior to the date of this Agreement shall be unaffected hereby and nothing herein contained shall be construed as modifying any obligation of any party hereto arising prior to the date hereof. The execution of this Agreement by the Bank shall not be deemed to be an agreement to further extend or modify the Note and/or any one or more of the other Loan Documents at a later time and/or disburse any other funds under any one or more of the foregoing and shall not be deemed to be a waiver of its rights under any other agreement, note, mortgage, trust deed, security agreement, assignment instrument, guaranty or other document on the part of the Bank in exercising any right nor shall operate as a waiver of such right or any other rights. Any waiver and revocation shall not be construed as a bar or waiver of any right or remedy on any future occasion. All of the Bank's rights and remedies whether evidenced by the Note as hereby modified and/or by any one or more of the other Loan Documents or any other document or instrument shall be cumulative and in addition to all other rights and remedies granted to the Bank at law or in equity and may be exercised from time to time as often as deemed expedient by the Bank. The obligations of any one or more of the Borrowers and/or Guarantor hereunder and under each and every one of the Loan Documents shall be joint and several.

19. Notwithstanding anything herein contained or contained in any one or more of the Loan Documents to the contrary, the parties hereto agree that the Bank shall have no further obligation to extend the Loan or otherwise lend sums or advance credit to any other party hereto except as specifically anticipated by this Agreement.

20. The parties hereto hereby expressly agree to the recording of this Agreement and the aforementioned Collateral Assignment of Rents and Leases in the Office of the Recorder of Cook County, Illinois. Borrowers and Guarantor, jointly and severally, further agree that the Bank shall be entitled to obtain new and/or down-dated title information concerning the Property and agree to fully cooperate with the Bank in connection therewith. The costs recording this Agreement, the aforementioned Collateral Assignment of Rents and Leases, the costs of all such new and/or down-dated title information and the costs of the Bank in connection with the drafting of this Agreement, including

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attorneys' fees, shall be borne by the Borrowers and Guarantor, jointly and severally.

21. The parties hereto acknowledge that the recitals to this Agreement are true and correct and shall be deemed a part of the agreement contained herein.

22. The Borrowers and Guarantor, jointly and severally, hereby restate and reaffirm each and every representation, warranty, covenant and agreement contained in the Note, the Mortgage, the Collateral ABI and the other Loan Documents taking into account the modifications made hereby as fully as if such representations, warranties, covenants and agreements were set forth herein.

23. The execution and delivery of this Agreement has been duly authorized by the duly elected and acting Board of Directors and the shareholders of JFA and has been duly authorized by all necessary actions of the partners of Wheeling and does not violate any provision of any party's organizational documentation or any other agreement to which any party hereto is a party.

24. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

25. This Agreement is executed by La Salle National Bank, not personally, but solely as Land Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against the Trustee, because or in respect of this Agreement or its making, issue or transfer, all such liability, if any, being expressly assumed by Wheeling, JFA and Guarantor and the Bank accepts the same upon the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the sale, lease or other disposition of the Property.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on the day and date first above written.

Borrowers:

LA SALLE NATIONAL BANK, not personally but solely as Trustee of a Trust created pursuant to the provisions of a Trust Agreement dated February 18, 1987 and known as Land Trust No. 112044.

BY:

Joseph M. Ryan
Title: SR VICE PRESIDENT

ATTEST:

Nancy A. Allen
Title: Assistant Secretary

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Joseph J. Freed and Associates, Inc.,
an Illinois corporation

BY: _____
Title: _____

ATTEST: Ellen J. [Signature]
Title: COMMERCIAL LOAN OFFICER

Wheeling Property Partnership, an Illinois
limited partnership

BY: [Signature]
Joseph J. Freed, a general partner

[Signature]
Joseph J. Freed, Individually

Bank:

FIRST MIDWEST BANK, N.A.

BY: [Signature]
Title: President

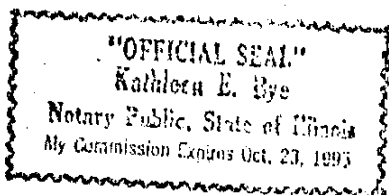
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JOSEPH W. LANG personally known to me to be the SR. VICE PRESIDENT of LABALLE NATIONAL BANK, a national banking association, not personally, but solely as trustee under trust number 112044 and LEON S. STARK, personally known to me to be the ASSOCIATED SECRETARY of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such SR. VICE PRESIDENT and ASSOCIATED SECRETARY they signed and delivered the said instrument as SR. VICE PRESIDENT and ASSOCIATED SECRETARY of said corporation, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

LABALLE NATIONAL BANK, N.A. Successor Trustee to
Given under my hand and official seal this 23rd day of Feb.,
1994.



Kathleen E. Bye
Notary Public
My Commission Expires:
10-23-95

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

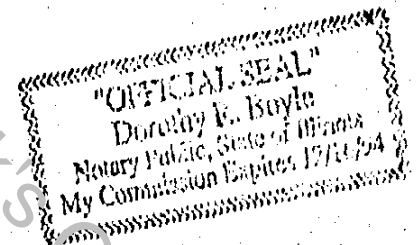
I, the undersigned, a Notary Public, in and for the State aforesaid, DO HEREBY CERTIFY, that SCOTT STERNFIELD personally known to me to be the VICE PRESIDENT of JOSEPH J. FREED AND ASSOCIATES, INC., an Illinois corporation and LAWRENCE H. FLEED, personally known to me to be the VICE PRESIDENT of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such VICE PRESIDENT and VICE PRESIDENT they signed and delivered the said instrument as VICE PRESIDENT and VICE PRESIDENT of said corporation pursuant to authority duly given by the Board of Directors and Shareholders of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 22nd day of FEBRUARY, 1994.

Dorothy E. Boyle
Notary Public

My Commission Expires:

12-16-94



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

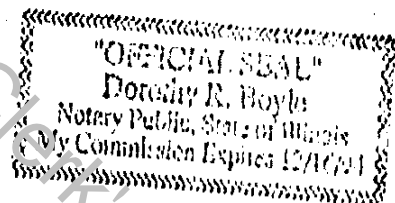
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that JOSEPH J. FREED, personally known to me to be a general partner of WHEELING PROPERTY PARTNERSHIP, an Illinois limited partnership and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such general partner he signed and delivered the said instrument as a general partner of said partnership, pursuant to authority given in accordance with the provisions of said partnership's organizational documentation as his free and voluntary act and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of FEBRUARY, 1994.

Dorothy R. Boyle
Notary Public

My Commission Expires:

12-16-94



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STATE OF ILLINOIS)
COUNTY OF Cook) SS.

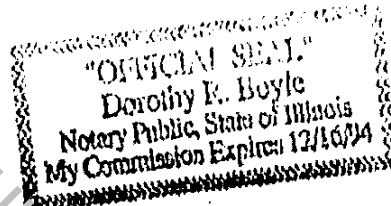
I, the undersigned, a Notary Public in and for and residing in the State aforesaid, DO HEREBY CERTIFY that JOSEPH J. FREED personally known to me to be the same person whose name is subscribed to the foregoing instrument personally appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of FEBRUARY, 1994.

Dorothy R. Boyle
Notary Public

My Commission Expires:

12-16-94



DEPT-01 RECORDING \$57.50
742388 TRAN 0621 04/07/94 11.09.00
#5367 # 15 * -94 -313068
COOK COUNTY RECORDER

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STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT EDWARD M. MELTON, the Vice President of First Midwest Bank, National Association and Ellen Topel, the Commercial Loan Officer of the aforesaid corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth and that the delivery of this Modification and Extension Agreement has been duly authorized and constitutes a valid and binding act of the corporation.

1994 GIVEN under my hand and Notarial Seal, this 23rd day of February, A.D.



Carol Fuerst
Notary Public

PREPARED BY:

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EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOT 1 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

PART OF LOT 1 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES, 59 MINUTES, 43 SECONDS EAST ALONG THE NORTHERLY LINE OF LOT 1, A DISTANCE OF 827.50 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 00 DEGREES, 00 MINUTES, 17 SECONDS WEST ALONG THE EASTERLY LINE OF LOT 1, A DISTANCE OF 263.49 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 1, BEING A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 241.00 FEET, AN ARC DISTANCE OF 107.28 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 106.39 FEET AND A BEARING OF NORTH 77 DEGREES, 16 MINUTES, 03 SECONDS WEST; THENCE SOUTH 89 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 1, A DISTANCE OF 192.30 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 1 BEING A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 241.00 FEET, AN ARC DISTANCE OF 189.28 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 184.45 FEET AND A BEARING OF SOUTH 67 DEGREES, 28 MINUTES, 49 SECONDS WEST; THENCE SOUTH 44 DEGREES, 58 MINUTES, 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 1, A DISTANCE OF 76.20 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 1, BEING A CURVE CONCAVE TO THE SOUTH EAST HAVING A RADIUS OF 241.00 FEET, AN ARC DISTANCE OF 43.13 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 43.07 FEET AND A BEARING OF SOUTH 39 DEGREES, 51 MINUTES, 12 SECONDS WEST; THENCE NORTH 45 DEGREES, 01 MINUTES, 11 SECONDS WEST 395.20 FEET TO A POINT ON THE WEST LINE OF LOT 1; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 118.43 FEET ALONG SAID WEST LINE OF LOT 1 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2, 3 AND 5 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 4 IN FREED AND GRAIS SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42

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NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

PART OF LOT 4 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY SOUTH EAST CORNER OF SAID LOT 4; THENCE SOUTH 89 DEGREES, 59 MINUTES, 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 4, A DISTANCE OF 200.00 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 4 A DISTANCE OF 2.83 FEET; THENCE NORTH 45 DEGREES, 01 MINUTES, 11 SECONDS WEST A DISTANCE OF 209.86 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT 4; THENCE NORTH 44 DEGREES 58 MINUTES 49 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF LOT 4, A DISTANCE OF 39.32 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 4, BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 241.00 FEET, AN ARC DISTANCE OF 189.28 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 184.45 FEET AND A BEARING OF NORTH 22 DEGREES, 28 MINUTES, 49 SECONDS EAST; THENCE NORTH 00 DEGREES, 01 MINUTES, 11 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 38.20 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 4, BEING A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 10.00 FEET, AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 14.14 FEET AND A BEARING OF NORTH 44 DEGREES, 58 MINUTES, 49 SECONDS EAST; THENCE NORTH 89 DEGREES, 58 MINUTES, 49 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 4, A DISTANCE OF 230.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 4, BEING A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET, AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 14.14 FEET AND A BEARING OF SOUTH 45 DEGREES, 01 MINUTES, 11 SECONDS EAST; THENCE SOUTH 00 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 4, A DISTANCE OF 382.04 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

PART OF LOT 4 IN FREED AND GRAIS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 89 DEGREES, 59 MINUTES, 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 4, A DISTANCE OF 105.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 10 SECONDS WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 50 SECONDS EAST, A DISTANCE OF 77.56 FEET; THENCE NORTH 44 DEGREES, 58 MINUTES, 49 SECONDS EAST, A DISTANCE OF 38.75 FEET TO THE EASTERLY LINE OF SAID LOT 4 BEING ALSO THE WEST LINE OF LOT 1 IN BOWE'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL

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MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1956 AS DOCUMENT 16694699; THENCE SOUTH 00 DEGREES, 01 MINUTES, 11 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 4, A DISTANCE OF 157.41 FEET TO A PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT 1 IN BOWE'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1956 AS DOCUMENT NO. 16694699 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 2.83 FEET TO THE POINT OF BEGINNING; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 00 MINUTES WITH THE WEST LINE OF LOT 1, A DISTANCE OF 40.14 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE WHICH IS AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE A DISTANCE OF 40.14 FEET TO THE WEST LINE OF LOT 1; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 56.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 03-14-403-043 (Parcel 1)
03-14-403-019 (Parcel 1)
03-14-403-009 (Parcel 2)
03-14-403-010 (Parcel 2)
03-14-403-012 (Parcel 2)
03-14-403-046 (Parcel 3)
03-14-403-035 (Parcel 4)

THIS INSTRUMENT PREPARED BY:

Richard A. Greenswag, Esq.
Richard A. Greenswag, P.C.
181 Waukegan Road, Suite 205
Northfield, IL 60093

RETURN TO:
FIRST MIDWEST BANK, N.A.
P.O. BOX 686
MUNDLEIN, ILLINOIS 60060



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