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#18,000 441848

FOURTH AMENDMENT TO LOAN DOCUMENTS

THIS FOURTH AMENDMENT TO LOAN DOCUMENTS (the "Fourth Amendment") is made as of the 31st day of December, 1993, by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as Trustee under a Trust Agreement dated June 14, 1989 and known as Trust No. 108597-00 (the "Trustee"), SPECTRUM-MENARD LIMITED PARTNERSHIP, an Illinois limited partnership (the "Beneficiary" and, together with Trustee, "Borrower"), and LASALLE NATIONAL BANK, a national banking association (the "Lender").

DEPT-01 RECORDING 449.00
 185535 TRAN 6504 04/15/94 16:08:00
 9441 L.C. # 94-341745
 COOK COUNTY RECORDER

Recitals

A. Lender has made a loan to the Borrower in the principal amount of \$170,000 (the "Loan").

B. The Loan is evidenced by a Note dated May 30, 1991, executed by Borrower in favor of Lender, as amended by the Amendments, as hereinafter defined (the "Note").

C. The Loan is secured by: (i) a Junior Mortgage dated May 30, 1991, and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on June 6, 1991, as Document No. 91272941, as amended by a First Amendment Agreement recorded with the Recorder on January 31, 1992 as Document No. 92064898 (the "First Amendment"), by a Second Amendment Agreement recorded with the Recorder on April 12, 1993, as Document No. 93266333, (the "Second Amendment") and by a Third Amendment to Loan Documents recorded with the Recorder on July 30, 1993 as Document No. 93595074 (the "Third Amendment," with the Junior Mortgage, as amended by the First Amendment, the Second Amendment and the Third Amendment, being referred to herein as the "Mortgage"). The First Amendment, Second Amendment and Third Amendment are collectively referred to herein as the "Amendments." The Mortgage encumbers the real estate legally described on Exhibit A attached hereto (the "Property"). The Property is also encumbered by a Junior Assignment of Rents and Leases dated May 30, 1991, and recorded with the Recorder on June 6, 1991, as Document No. 91272942, as amended by the Amendments (the "Assignment of Rents and Leases"). In addition, Borrower executed and delivered, or caused to be executed and delivered, to Lender in connection with the Loan, other documents, including the following: (1) a Security Agreement dated May 30, 1991, by and between Borrower and Lender; (2) an Environmental Indemnity Agreement dated May 30, 1991, by and among Borrower, William O. Brachman, Stephen S. Barron and Donald Gianone and Lender; (3) a Pledge Agreement dated May 30, 1991, by and between Borrower and Lender; and (4) UCC-1 and UCC-2 financing statements executed by Borrower in favor of Lender, all of which have been amended by the Amendments.

D. All of the foregoing documents and all other documents and instruments evidencing, securing or otherwise executed or delivered in connection with the Loan, as amended by the Amendments, are hereinafter referred to collectively as the "Loan Documents."

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E. Borrower and Lender desire to extend the maturity date of the Note and to make other amendments to the Loan Documents as set forth in this Fourth Amendment.

Agreements

NOW, THEREFORE, for and in consideration of extending the maturity date of the Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into the body of this Fourth Amendment and made a part hereof by this reference.

2. Extension of Maturity Date.

(a) Note. The maturity date of the Note is hereby extended from December 31, 1993 to May 31, 1994. Any references in the Note to the "Due Date" or the maturity date of the Note or the Loan shall be deemed to refer to May 31, 1994.

(b) Other Loan Documents. Any specific references in the Loan Documents to December 31, 1993 as the maturity date of the Loan or Note shall be deemed to refer to "May 31, 1994." Any general references in the Loan Documents to the maturity date of the Loan or the Note or the Due Date of the Loan or Note shall be deemed to refer to May 31, 1994.

3. Amendment to Payments Due Under the Note. The Note is hereby amended to provide that commencing February 1, 1994, the monthly installment payment of principal due under the Note shall be reduced by Seven Hundred Fifty Dollars (\$750), so that commencing on February 1, 1994 and on the first day of each month thereafter through the maturity date of the Note, Borrower shall pay to Lender, in addition to and not in lieu of the amounts that would otherwise be due under the Note, a principal installment payment in the amount of One Thousand and 00/100 Dollars (\$1,000).

4. Reaffirmation of Representations and Warranties. The Borrower hereby certifies and confirms to Lender that all of the representations and warranties set forth in the Loan Documents, as amended hereby, remain true and correct in all respects as of the date hereof.

5. No Default. Borrower hereby certifies and confirms to Lender that no event has occurred and currently exists that constitutes an event of default under any of the Loan Documents, as amended hereby, or that would constitute such an event of default, but for the passage of time or the giving of note, or both.

6. Condition of Title. The Borrower hereby certifies and confirms to Lender that there has been no change to the title of the Property subsequent to the date of the recordation of the Mortgage.

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7. Reference to Loan Documents. All references to the Loan Documents, or any of them, shall be deemed to refer to the Loan Documents, as amended hereby, and to all subsequent amendments and modifications of the respective Loan Documents, as amended hereby.

8. Ratification of Amended Loan Documents. The Borrower hereby ratifies and reaffirms the Loan Documents, as amended hereby, and the obligations, liabilities, liens, encumbrances and security interests created thereby. The Borrower hereby acknowledges that neither the Borrower nor any person or entity claiming by, through or under the Borrower has any defense or claim for setoff against the enforcement by Lender of any of the Loan Documents, as amended hereby.

9. Full Force and Effect. The Loan Documents, as amended hereby, shall remain in full force and effect in accordance with their respective terms and provisions.

10. Binding Obligation. This Fourth Amendment and the Loan Documents, as amended hereby, are and shall continue to be binding on Trustee and Beneficiary and their respective successors, assigns, estates, heirs and legal representatives, and inure and shall continue to inure to the benefit of Lender and its successors, assigns and legal representatives.

11. Payment of Costs. Borrower shall pay all of Lender's costs and expenses incurred by Lender in connection with this Fourth Amendment, including without limitation all legal fees of Lender's counsel in connection herewith, and the enforceability of this Fourth Amendment against Lender is conditioned upon payment of said costs and expenses.

12. Defined Terms. Initially capitalized terms used but not defined herein have the same meanings given them in the Loan Documents, as amended hereby, unless otherwise defined herein.

13. Trustee Execution. This Fourth Amendment is executed by Trustee, not personally, but as trustee under the Trust Agreement described above, and all of the terms, provisions and conditions to be performed hereunder by the Trustee are undertaken solely as Trustee and not individually and no personal liability shall be enforceable against said Trustee by reason thereof; provided, however, nothing herein shall modify or discharge the personal liability and responsibility of Beneficiary or any Guarantor or any other person or entity in connection herewith.

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IN WITNESS WHEREOF, the Borrower and Lender have executed this Fourth Amendment as of the day and year first written above.

LENDER:

LASALLE NATIONAL BANK, a national banking association

By: James Thompson
Senior Vice President

BORROWER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee of record

By: Gregory S. Kasprzak
David W.

SPECTRUM-MENARD LIMITED PARTNERSHIP, an Illinois limited partnership

By: Spectrum-Menard Management Company, an Illinois corporation
Its General Partner

By: [Signature]

Property of Cook County Clerk's Office

This document prepared by, and after reviewing sent to:

Wanda Ruby
Bill Boyd + Lloyd
Three First National Plaza
75 W. Madison St.
Suite 3100
Chicago, Ill. 60602

Box 136

FOR DEPOSIT IN THE CITY
OFFICE OF RECORDS CONTROL

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STATE OF ILLINOIS

SS

COUNTY OF COOK

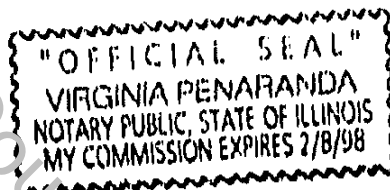
I, Virginia Penaranda, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that James D. Thompson the Senior Vice President of LASALLE NATIONAL BANK, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and deed and as the free and voluntary act and deed and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of March, 1994.

Virginia Penaranda
Notary Public

My Commission Expires:

2/8/98



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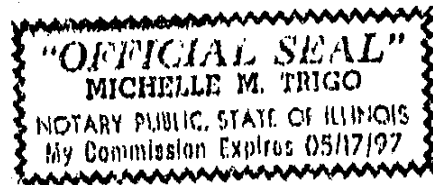
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Gregory S. Kasprzyk, the and Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as and Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and deed and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of FEB 24 1994, 1994.

Michelle M. Trigo
Notary Public

My Commission Expires:



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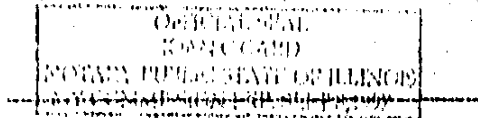
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Michael C. Quinn, duly authorized signatory of Spectrum-Menard Limited Partnership, an Illinois corporation, the general partner of SPECTRUM-MENARD LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such duly authorized signatory of said limited partnership, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and deed and as the free and voluntary act and deed of said corporation and limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of February, 1994.

James C. Quinn
Notary Public

My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

The Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, except that part thereof lying Easterly of the Westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeastly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of Company's right of way; thence Northwestly along said curved line to its intersection and parallel with the South line of the Baltimore and Ohio Chicago Terminal Railroad with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warron, Jr.'s Resubdivision of part of Warron Park in said Section 17.

Parcel 2:

That part of Block 9 in Andrew Warron, Jr.'s Resubdivision of part of Warron Park, a Subdivision in Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, lying East of the center line of the Southeast 1/4 of said Section 17 and lying Westerly of the Westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeastly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of and parallel with the South line of the Baltimore and Ohio Chicago Terminal Railroad Company's right of way; thence Northwestly along said curved line to its intersection with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warron, Jr.'s Resubdivision of part of Warron Park in said Section 17.

Parcel 3:

Non-exclusive easement for the benefit of Parcels 1 and 2 for ingress and egress for the purpose of repairing, maintaining and replacing the structures located on Parcels 1 and 2 as created by the Grant of Easement recorded August 17, 1987 as Document No. 87-453,540 over a 4 foot wide strip of land lying Easterly of and

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16-17-408-013

adjacent to Parcels 1 and 2 and lying Northerly of the South line of Parcel 2 extended East to the East line of said 4 foot wide strip of land.

Permanent Tax Numbers: 16-17-400-014 Volume: 566
(Affects Parcel 1)

16-17-413-023 *OK*
(Affects Parcel 2) *PK*

Property Address: 905 S. Menard
Chicago, IL

Parcel 4:

Lots 1 and 2 in Block 8 in William F. Higgins Park Addition, being a Subdivision of that part of the West 1/2 of the Southeast 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, lying South of the South line of the right of way of the Baltimore and Ohio Chicago Terminal Railroad, in Cook County, Illinois.

Permanent Tax Number: 16-17-408-013 Volume: 566
(Affects Lot 1)

16-17-408-014 *OK*
(Affects Lot 2) *PK*

Property Address: Southwest corner of Menard & Arthington
Chicago, IL

Property of Cook County Clerk's Office

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