

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED  
BY, AND AFTER RECORDING,  
MAIL TO:

Bruce A. Salk, Esq.  
Cohen, Cohen & Salk, P.C.  
630 Dundee Rd, Rm 120  
Northbrook, IL 60062

95612458

DEPT-01 RECORDING \$29.50  
T20001 TRAN 9595 09/13/95 09:10:00  
49798 JIM \*-95-612458  
COOK COUNTY RECORDER

## SECOND MODIFICATION AGREEMENT

This Modification Agreement (this "Agreement") is entered into as of the 1st day of August, 1995 by and among COLUMBIA NATIONAL BANK OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated February 15, 1994 and known as Trust Number 4574 ("Mortgagor") and COLUMBIA NATIONAL BANK OF CHICAGO ("Mortgagee").

WHEREAS, Mortgagor executed a certain Mortgage and Security Agreement dated April 1, 1994, as modified by Modification Agreement dated as of May 1, 1995 (the "Mortgage"), mortgaging, granting, and conveying to Mortgagee the real estate situated in the County of Cook, State of Illinois, described in Exhibit "A" attached hereto, to secure the following described loans: (1) an \$850,000.00 mortgage loan (the "Mortgage Loan") made by Mortgagee to the Mortgagor evidenced by the Mortgagor's Mortgage Note dated April 1, 1994 in the principal sum of \$850,000.00 payable to the order of Mortgagee in installments of principal and interest as therein recited (the "First Note"), and (2) a \$250,000.00 term loan made by Mortgagee to Midland Foods, Inc. (the "Term Loan"), evidenced by Midland Food, Inc.'s Term Note dated May 1, 1995 in the principal sum of \$250,000.00 payable to the order of Mortgagee in installments of principal and interest as therein recited (the "Second Note"); and

WHEREAS, the Mortgage was recorded on May 5, 1994, in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 94406049; and

WHEREAS, the aforesaid Modification was recorded on July 14, 1995, in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 95459566; and

WHEREAS, the Mortgage Loan was disbursed to the extent of \$550,000.00, and Mortgagor and its beneficiaries desire to convert the unpaid balance of the Mortgage Loan to a term loan;

WHEREAS, Mortgagee has agreed to such conversion, on condition that Mortgagor executes and delivers this Agreement to Mortgagee, and such other documents and instruments required by Mortgagee;

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RE TITLE SERVICES #  
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NOW THEREFORE, in consideration of the premises and for good and valuable consideration, Mortgagor and Mortgagee hereby agree that the Mortgage shall be and is hereby modified and amended as follows:

1. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Mortgage.

2. In the first "WHEREAS" clause on page 1 of the Mortgage, subsection (i) thereof is amended in its entirety to read as follows: "(ii) Amended and Restated Mortgage Note dated August 1, 1995 in the principal amount of Five Hundred Fifty Thousand and 00/100 (\$550,000.00) Dollars bearing interest at the rate specified therein (the "First Note"), due in the manner as provided therein and in any event on the 1st day of August, 2000, payable to the order of Mortgagee, the terms and provisions of which First Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length."

The term "First Note" as used in the Mortgage and hereinbelow, shall refer to the \$550,000.00 Amended and Restated Mortgage Note dated August 1, 1995 described in the preceding paragraph.

3. Mortgagor acknowledges and agrees that the Mortgage is and as amended hereby shall remain in full force and effect, and that the Premises are and shall remain subject to the lien granted and provided for by the Mortgage as amended hereby, for the benefit and security of all Indebtedness Hereby Secured, including, without limitation, the indebtedness evidenced by the First Note and the Second Note.

Without limiting the foregoing, the Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof: (i) all rights and remedies of the Mortgagee under the Mortgage, the First Note, the Second Note, and all other documents and instruments executed in connection therewith (hereinafter collectively the "Mortgage Documents"), (ii) all obligations and indebtedness of the Mortgagor thereunder, and (iii) the lien granted and provided for thereby, are and as amended hereby shall remain in full force and effect for the benefit and security of the Indebtedness Hereby Secured, including, without limitation, the indebtedness evidenced by the First Note and the Second Note, it being specifically understood and agreed that this Agreement shall constitute and be an acknowledgment and continuation of the rights, remedies, and lien in favor of the Mortgagee, and the obligations and indebtedness of the Mortgagor to the Mortgagee, which exist under the Mortgage Documents, as amended hereby, each and all of which are and shall remain applicable to the Premises.

This Agreement confirms and assures a continuing lien against the Premises heretofore granted in favor of the Mortgagee under the Mortgage, and nothing contained herein shall in any manner impair the priority of such lien.

4. Nothing contained in this Agreement shall in any manner impair

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the Mortgage, as modified hereby, or the priority of the lien created by the Mortgage, or any other Mortgage Documents, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect or impair any rights, powers, or remedies of Mortgagee under any of the foregoing documents.

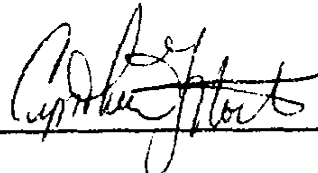
5. In order to induce the Mortgagee to enter into this Agreement, the Mortgagor hereby represents and warrants to the Mortgagee that as of the date hereof, each of the representations and warranties set forth in the Mortgage Documents as amended hereby are true and correct and the Mortgagor is in full compliance with all of the terms and conditions of the Mortgage Documents as amended hereby and no event of default as defined in the Mortgage Documents as amended hereby, or any other event which with the lapse of time, the giving of notice or both would constitute such an event of default, has occurred and is continuing.

6. Except as specifically amended and modified hereby, all of the terms and conditions of the Mortgage Documents shall stand and remain unchanged and in full force and effect. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

7. This Agreement shall be binding upon Mortgagor, its successors and assigns, and shall inure to the benefit of the Mortgagee, its successors and assigns.

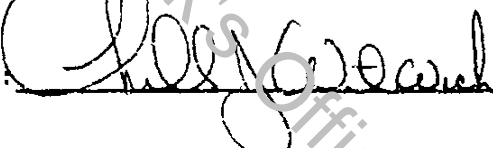
IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Second Modification Agreement as of the day and year first above written.

ATTEST: (SEAL)

By:   
Title: SECRETARY


MORTGAGOR:

COLUMBIA NATIONAL BANK OF CHICAGO, as Trustee aforesaid

By:   
Title: VICE PRESIDENT TRUST OFFICER

MORTGAGEE:

COLUMBIA NATIONAL BANK OF CHICAGO

By:   
Title: Ass't. Vice President

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## MORTGAGOR'S ACKNOWLEDGMENT

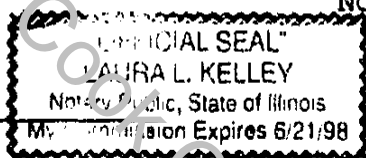
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Laura Kelley, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that PHILLIS J. WITWICK and CYNTHIA NORTON, the VICE PRESIDENT and CONTROLLER respectively of Columbia National Bank of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, 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 Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of ~~August~~ <sup>Sept</sup>, 1995.

Laura Kelley  
Notary Public

My Commission expires:



## MORTGAGEE'S ACKNOWLEDGMENT

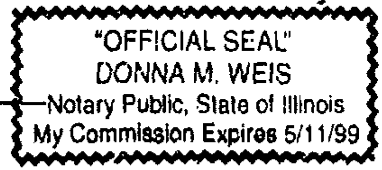
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Donna M. Weis, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that Mark Gordon, Asst Vice President of Columbia National Bank of Chicago, 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 he or she signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7<sup>th</sup> day of ~~August~~ <sup>September</sup>, 1995.

Donna M. Weis  
Notary Public

My Commission expires:



"midlmgtm"

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## EXHIBIT "A"

Parcel 1: That part of the Northwest Quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: commencing at the Northeast corner of Lot 1 in Block 19 in Bickerdike's Addition to Chicago; Running Thence East along the South line of Austin Avenue (formerly Hubbard Street) 112.2 feet more or less to the West line of Lot 5 in the Subdivision of the East 1 acre of 2 acres East of and adjoining Block 19 aforesaid; Thence South along the West line of said Lot 5, 128 feet; Thence West to the East line of Block 19 aforesaid and Thence North along the East line of said Block 19 to the point of beginning, in Cook County, Illinois.

Parcel 2: Lots 6, 7 and 8 in Block 19 in Bickerdike's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: That part of the Northwest Quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: commencing at the Southeast corner of Lot 8 in Block 19 aforesaid; Running Thence East along the North line of Kinzie Street 112.2 feet, more or less, to the West line of Lot 6 in the Subdivision of the East 1 acre of 2 acres East of and adjoining said Block 19; Thence North along the West line of said last described subdivision to a point on the West line of Lot 5 in said Subdivision, 128 feet South of the South line of Austin Avenue (formerly Hubbard Street); Thence West to a point on the East line of said Block 19 which is 128 feet South of the South line of Austin Avenue (formerly Hubbard Street); Thence South along the East line of said Block 19 to the point of beginning, in Cook County, Illinois.

Parcel 4: Lots 1 to 5, 9, 10 and 11 in George Bickerdike's Subdivision of Lots 1 to 5 inclusive of Block 19 of Bickerdike's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5: All that part of the East-West 16 foot public alley lying North of the North line of Lots 6, 7 and 8 in Block 19 in George Bickerdike's Addition to Chicago, being the West Half of the Northwest Quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, lying South of the South line of Lot 9 in Subdivision of Lots 1 to 5 in Block 19 of Bickerdike's Addition to Chicago, being the West Half of the Northwest Quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian; lying West of a line drawn from the Northeast corner of Lot 8 in Subdivision of Lot 1 to 5 aforementioned to the Southeast corner of Lot 9 in Subdivision of Lots 1 to 5 aforementioned; and lying East of a line drawn from the Northwest corner of Lot 6 in Block 19 in George Bickerdike's Addition to Chicago aforementioned to the Southwest corner of Lot 9 in Subdivision of Lots 1 to 5 aforementioned

(except from the above described 5 parcels, taken as a tract, that part lying East

and South of the following described lines: beginning at a point on the South line of said tract 170.24 feet South 89° 32' 40" East from the Southwest corner thereof; Thence North 00° 08' 33" West along the Southerly extension of and the East face of a brick building and its Northerly extension for a distance of 78.50 feet to the North face of a brick building; Thence South 88° 46' 33" East along said North face 9.44 feet to the West face of a brick building; Thence North 01° 13' 27" East along said West face 5.05 feet to the North face of a brick building; Thence South 88° 44' 57" East along said North face 5.30 feet; Thence North 00° 00' 26" East 240.39 feet to a point in the North line of said tract 184.86 feet East of the Northwest corner of said tract), all in Cook County, Illinois.

401 N. Armour  
Chicago, IL.

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