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#6374 RC *-95-650184-
COOK COUNTY RECORDER

FIFTH LOAN MODIFICATION AGREEMENT

This Fifth Modification Agreement ("Agreement") is made as of this 31st day of July, 1995 (the "Effective Date"), by and among the Reiter Family Partnership, an Illinois general partnership (the "Partnership"), Reiters, Inc., an Illinois corporation ("Reiters"), American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated February 1, 1982 and known as Trust Number 54745 (the "Land Trust"), David Reiter, Esther Reiter and American National Bank and Trust Company of Chicago ("Lender").

RECITALS

A. By that certain Loan Modification Agreement dated as of April 27, 1994 and recorded in the Office of the Cook County Recorder of Deeds on May 10, 1994 as Document No. 94419086 ("First Loan Modification Agreement"), the parties modified the terms of certain notes, mortgages encumbering the real property legally described in Exhibit A attached hereto and made part hereof, and other instruments as more specifically set forth therein (collectively the "Loan Documents"). The Recitals set forth on the First Loan Modification Agreement are incorporated herein by this reference as though fully set forth herein. All recorded instruments modified by this Agreement are described in Exhibit B attached hereto and made a part hereof, and all capitalized terms not defined in this Agreement shall have the same meanings as set forth in the First Loan Modification Agreement.

B. Concurrently with the First Loan Modification Agreement, Lender and Reiters entered into that certain Loan and Security Agreement (the "New Line of Credit") dated as of April 27, 1994 and Reiters delivered to Lender that certain Secured Revolving Promissory Note of even date therewith in the amount of \$500,000 (the "Line of Credit Note").

C. By that certain Second Loan Modification Agreement dated as of July 29, 1994, recorded August 15, 1994 as Document No. 94723330 in the Office of the Cook County Recorder of Deeds (the "Second Loan Modification Agreement"), the parties modified the Loan Documents and the Line of Credit Note to extend the maturity dates thereunder.

D. By that certain Third Loan Modification Agreement dated as of October 31, 1994, recorded November 18, 1994 as Document No. 94979336 in the Office of the Cook County

PREPARED BY AND RETURN TO:
Thomas R. Brashler, Esq.
Schwartz & Freeman
401 N. Michigan Avenue, Suite 1900
Chicago, Illinois 60611

COMMON ADDRESSES/PINS:
2432-60 W. George, Chicago, IL
PIN: 13-25-222-008

4637 S. Ashland, Chicago, IL
PINS: 20-05-307-029; 20-05-307-031

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Recorder of Deeds (the "Third Loan Modification Agreement"), the parties modified the Loan Documents and the Line of Credit Note to extend the maturity dates thereunder.

E. By that certain Fourth Loan Modification Agreement dated as of April 30, 1995, recorded May 12, 1995 as Document No. 95311891 in the Office of the Cook County Recorder of Deeds (the "Fourth Loan Modification"), the parties modified the Loan Documents and the Line of Credit Note to extend the maturity dates thereunder.

F. Concurrently with this Agreement, Reiters has delivered to Bank an Installment Note (Secured) in the amount of \$50,000 (the "Second Reiters Term Note), which obligation is secured by the pledge of common stock by Esther Reiter as more fully described in the Stock Pledge Agreement executed by Esther Reiter in connection therewith.

G. The parties desire to extend further the maturity dates of certain notes described in the First Loan Modification Agreement, Second Loan Modification Agreement, Third Loan Modification Agreement and Fourth Loan Modification, and to increase the maximum principal amount of the Line of Credit Note to \$550,000.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Adoption of Recitals. The parties acknowledge that the Recitals are true and correct and are incorporated in this Agreement as though fully set forth herein.

2. Acknowledgements.

a. Lender, Partnership and Land Trust acknowledge and agree that the outstanding balance of principal and unpaid interest on the Partnership Term Note as of July 31, 1995 is \$241,901.02 (principal) plus accrued interest.

b. Lender and Reiters acknowledge and agree that the outstanding balance of principal and unpaid interest on the Reiters Term Note as of July 31, 1995 is \$ 343,398.90 plus accrued interest, and that the outstanding balance of principal on the New Line of Credit as of July 31, 1995 is \$500,000 plus accrued interest.

c. Partnership, Land Trust, Reiters, Esther Reiter and David Reiter acknowledge and confirm to Lender that all sums due Lender under the Partnership Term Note, the Reiters Term Note and the Line of Credit Note, as stated above, are due and payable in accordance with their terms without any defense or right of setoff or reduction by Partnership, Land Trust or Reiters existing as of the date hereof, that the security interests and liens granted Lender under the Mortgage, Assignment of Rents, Junior Mortgage, New Line of Credit and related security documents are valid, binding and enforceable in accordance with their terms, and that Lender has fully performed all of its obligations with respect to such loans which were required to be performed prior to date hereof.

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3. Modification of Partnership Term Note, Mortgage and Assignments of Rents. Lender, Land Trust and Partnership agree that the Partnership Term Note is hereby modified to provide that "Maturity Date" as defined in paragraph 1(h) of the Partnership Term Note shall be November 30, 1995.

In all other respects the terms of the Partnership Term Note, Mortgage and Assignment of Rents shall remain unmodified and in full force and effect. All additional collateral documents securing repayment of the indebtedness evidenced by the Partnership Term Note are hereby modified to the extent necessary to conform to the foregoing modification.

4. Modification of New Line of Credit and Line of Credit Note. Lender and Reiters hereby agrees that:

a. the Line of Credit Note is hereby modified to provide that the Maturity Date (as defined thereon) shall be November 30, 1995 and that the principal amount thereof shall be Five Hundred Fifty Thousand Dollars (\$550,000);

b. paragraph 1.23 of the New Line of Credit is hereby modified to provide that the amount thereof shall be \$550,000;

c. paragraph 2.4 of the New Line of Credit is hereby modified to provide that the final payment of all outstanding principal and all accrued and unpaid interest shall be made on November 30, 1995; and

d. an Event of Default under the Second Reiters Term Note, the Stock Pledge Agreement, or both shall be an Event of Default under the Line of Credit Note.

In all other respects the terms of the Line of Credit Note and the New Line of Credit shall remain unmodified and in full force and effect. All additional collateral documents securing repayment of the Line of Credit Note, the Reiters Term Note, or both of them are hereby modified to the extent necessary to conform to the foregoing modifications.

The Reiters Term Note and the Junior Mortgage are not modified by this Agreement.

5. Guarantor's Consent. David Reiter and Esther Reiter, as Guarantors of the indebtedness to Lender as described herein pursuant to that certain Continuing Guaranty dated as of April 27, 1994 ("Guaranty"), hereby consent to the extensions of maturity as set forth in this Agreement and the increase in the principal amount of the New Line of Credit, affirm and restate their obligations thereunder, and waive all claims, defenses and rights of setoff, if any, arising in connections with such modifications.

6. Security for Second Reiters Term Note: Lender and Reiters hereby acknowledge and agree, notwithstanding anything to the contrary contained in the Guaranty or in any other documents executed in connection with this Agreement or in connection with the transactions described in the Recitals, that Reiter's obligation under the Second Reiters Term Note is secured solely by the pledge of common stock by ^{Esther}Reiter as more fully described in the Stock Pledge Agreement executed by ^{Esther}Reiter. The parties further acknowledge and agree that the Pledged Stock (as defined in the Stock Pledge Agreement) shall not secure any

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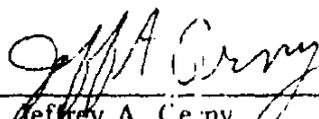
other obligation to Lender under any other document executed in connection with this Agreement or in connection with the transactions described in the Recitals.

7. Waiver and Release of all Claims and Defenses. Reiters, Partnership, Land Trust, David Reiter and Esther Reiter (the "Releasing Parties") hereby waive, discharge and forever release Lender and its employees, officers, directors, attorneys, stockholders and successors and assigns of each of them, from and of any and all claims, causes of action, allegations or assertions that any one or more of the Releasing Parties has, had, or may have had at any time up through and including the date of this Agreement, against any or all of the foregoing, regardless of whether any of such claims, causes of action, allegations or assertions arose as a result of Lender's actions or omissions in connection with the Reiters Term Note, the New Line of Credit, the Partnership Term Note, or any other indebtedness of any one or more of the Releasing Parties to Lender.

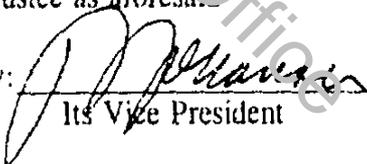
8. Land Trustee Exculpation. This Agreement is executed by American National Bank and Trust Company of Chicago (hereinafter called "Bank"), not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Trustee (and said Bank hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Bank personally to perform any covenant, either express or implied hereinafter contained, except the warranty contained in this exculpatory paragraph, all such liability, if any being expressly waived by Borrower and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of the Mortgage or the Junior Mortgage or Lender's right to foreclose same, or construed in any way so as to limit any of the rights and remedies of Lender in any such foreclosure proceedings or other enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Fifth Loan Modification Agreement as of the date first above written.

American National Bank and
Trust Company of Chicago

By: 
Jeffrey A. Cerny
Second Vice President

American National Bank and
Trust Company of Chicago, as
Trustee as aforesaid

By: 
Its Vice President

Asst. Secretary

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Reiter Family Partnership

By: David Reiter partner
David Reiter, partner

By: Esther Reiter partner
Esther Reiter, partner

Reiters, Inc.

By: David Reiter President
David Reiter, President

Attest: Esther Reiter Secy
Esther Reiter, Secretary

David Reiter
David Reiter, individually

Esther Reiter
Esther Reiter, individually

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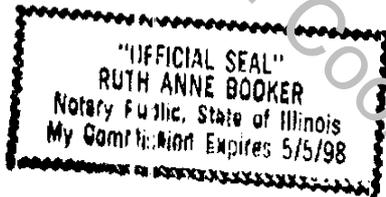
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, RUTH ANNE BOOKER, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT E. JOHANSEN and _____ personally known to me and known by me to be the Vice-President and ~~Assistant Secretary~~ Secretary, respectively, of American National Bank and Trust Company of Chicago, in whose name, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said American National Bank and Trust Company of Chicago, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of SEP 13 1995, 1995.

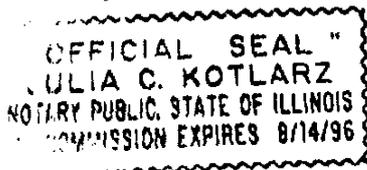


Ruth Anne Booker
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF COCK)

I, Julia C. Kotlarz, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Jeffrey A. Cerny, personally known to me and known by me to be the Second Vice-President of American National Bank and Trust Company of Chicago, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said American National Bank and Trust Company of Chicago, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of September, 1995



Julia C. Kotlarz
NOTARY PUBLIC

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 12 TO 22 BOTH INCLUSIVE (EXCEPT THE NORTHEASTERLY 4 FEET OF LOT 12 AND EXCEPT THE NORTHEASTERLY 16 FEET OF LOT 20 MEASURED ON THE EAST LINE OF SAID LOT 20, DEDICATED FOR ALLEY), ALSO LOTS 28 TO 31 BOTH INCLUSIVE (EXCEPT THAT PART OF SAID LOTS 28 TO 31 INCLUSIVE LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5) ALSO THE VACATED ALLEY LYING NORTHWESTERLY AND SOUTHWESTERLY OF SAID LOT 20 AND LYING SOUTHERLY OF A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 20, 17 FEET 8 INCHES SOUTHWESTERLY OF THE NORTHWESTERLY CORNER THEREOF TO THE NORTHEASTERLY CORNER OF SAID LOT 30 VACATED BY ORDINANCE OF THE CITY OF CHICAGO, PASSED ON JUNE 29, 1922 AND RECORDED AS DOCUMENT 7623:77 ALL IN BLOCK 5 IN S.E. GROSS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4637 S. Ashland, Chicago, Illinois
PIN 20-05-307-019; 20-05-307-031

PARCEL 2:

LOT "A" IN OWNERS DIVISION OF THE SOUTH 237 FEET (EXCEPT THE EAST 338 FEET AND EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR GEORGE STREET) OF LOT 20 IN SNOW ESTATE PARTITION BY SUPERIOR COURT IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common known as: 2432-60 W. George, Chicago, Illinois
PIN 13-25-222-008

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EXHIBIT B

RECORDED DOCUMENTS

1. Mortgage dated August 1, 1988, made by the Partnership and the Land Trustee in favor of Lender and recorded in the Office of the Cook County Recorder of Deeds as Document Number 88444689, and re-recorded to correct the legal description as Document Number 88594699;
2. Assignment of Rents and Leases, dated August 1, 1988, and recorded in the Office of the Cook County Recorder of Deeds as Document No. 88444690;
3. Junior Mortgage, Security Agreement and Assignment of Rents dated September 3, 1991 made by Land Trust and Partnership with respect to the Property and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 20, 1991 as Document Number 91488619;
4. Loan Agreement dated September 3, 1991 by and among Partnership, Land Trust, Reiters and Lender, recorded October 15, 1991 in the Office of the Cook County Recorder of Deeds as Document No. 91537028; and
5. Loan Modification Agreement dated as of April 27, 1994 recorded May 10, 1994 in the Office of the Cook County Recorder of Deeds as Document No. 94419086.
6. Second Loan Modification Agreement dated as of July 29, 1994, recorded August 15, 1994 in the Office of the Cook County Recorder of Deeds as Document No. 94723330.
7. Third Loan Modification Agreement dated as of October 31, 1994, recorded November 18, 1994 in the Office of the Cook County Recorder of Deeds as Document No. 94979336.
8. Fourth Loan Modification Agreement dated as of April 30, 1994, recorded May 12, 1995 in the Office of the Cook County Recorder of Deeds as Document No. 95311891.

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