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LOAN MODIFICATION AGREEMENT

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This Loan Modification Agreement dated March 24, 1995 (the "Loan Agreement") by and between Car-Lene Research, Inc. ("Car-Lene"), an Illinois corporation, Columbia National Bank of Chicago, not personally but as Trustee under trust agreement dated July 31, 1986 and known as Trust No. 2379 and as Trustee under trust agreement dated July 13, 1987 and known as Trust No. 2608 (collectively the "Trustee") (collectively Car-Lene and Trustee are collectively referred to as the "BORROWER") and Plaza Bank, an Illinois banking corporation, is the understanding and agreement of the parties hereto to modify the terms and conditions of the indebtedness of the Borrowers to Plaza Bank by the execution and delivery of a promissory note to evidence all indebtedness as of this date secured by the same collateral as the prior promissory notes with an effective date of February 25, 1995 and a repayment schedule of monthly interest payments only for a period of six (6) months and a balloon payment of any and all principal, interest, fees and costs thereto due and payable on August 25, 1995.

Re-Key 36225857

Re-Key 93282043

Re-Key 92081097 CAPITALS

WHEREAS, on or about November 18, 1991, the Borrower executed and delivered a promissory note in the original principal amount of \$571,000.00 ("Note 9346") to Plaza Bank;

WHEREAS, on or about November 18, 1991, the Borrower executed and delivered a promissory note in the original principal amount of \$500,000.00 ("Note 9347"), including the Allonge to Promissory Note dated January 28, 1993, Second Allonge to Promissory Note dated December 31, 1993 and Third Allonge to Promissory Note dated January 30, 1995, to Plaza Bank;

WHEREAS, on or about November 18, 1991, the Borrower executed and delivered a promissory note in the original principal amount of \$382,000.00 ("Note 9348") to Plaza Bank;

WHEREAS, on or about June 28, 1993, the Borrower executed and delivered a promissory note in the original principal amount of \$225,000.00 ("Note 10048") to Plaza Bank;

WHEREAS, on or about November 23, 1993, the Borrower executed and delivered a promissory note in the original principal amount of \$150,000.00 ("Note 10234") to Plaza Bank;

WHEREAS, on or about January 25, 1995, the Borrower executed and delivered a promissory note in the original principal amount of \$300,000.00 ("Note 10740") to Plaza Bank;

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WHEREAS, the security for Notes 9346, 9347, 9348, 10048, 10234 and 10740 is the following:

1. The Continuing Guaranty Agreement executed and delivered on or about November 18, 1991 by Karen Canzoneri to secure any and all obligations of Borrower to Plaza Bank;
2. Mortgage on real property commonly known as 2436 Tennyson Lane, Highland Park, Illinois recorded as Document No. 3086002 with the Recorder of Deeds of Lake County, Illinois to Plaza Bank;
3. Mortgage on real property commonly known as 16021 Fairway Lane, Ft. Lauderdale, Florida filed on November 20, 1991 in Book 18929 at Page 341 of the Official Records of Broward County, Florida and Assignment of Rents to Plaza Bank;
4. Mortgage on real property commonly known as 6640 NW 24th Terrace, Boca Raton, Florida filed on July 9, 1993 in Book No. 7791, Page 193 and known as Document No. 93-215357 in the Public Records of Palm Beach County, Florida and Assignment of Rents to Plaza Bank;
5. Collateral Assignments of Beneficial Interest dated November 18, 1991 executed and delivered by Karen Canzoneri in the trusts held by the Trustee hereto with assignments filed with the Secretary of State of Illinois on November 25, 1991 as Document No. 2919840 to Plaza Bank;
6. Security Agreement dated November 18, 1991 executed and delivered by Car-Lene, including the amendment by rider dated January 17, 1995 filed with the Secretary of State of Illinois on November 25, 1991 as Document No. 2919825 to Plaza Bank;
7. Revolving Loan Security Agreement dated November 18, 1991 executed and delivered by Car-Lene filed with the Secretary of State of Illinois on November 25, 1991 as Document No. 2919825 to Plaza Bank;
8. Collateral Assignment of Minnesota Mutual Life Ins. Co. Policy No. 1-790-699 and Policy No. 1-645-632 V executed and delivered by Karen Canzoneri to Plaza Bank;
10. Assignment of Certificate of Deposit No. 3400640724 at Devon Bank to Plaza Bank; and
11. Mortgage on real property commonly known as 1220 Rudolph, Northbrook, Illinois recorded as Document No. 91608451 with the Recorder of Deeds of Cook County, Illinois;

(Collectively, all of the above described collateral referred to by and through the security documents shall be referred to as the "Collateral Documents").

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NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby incorporate by reference all of the above recitals as though fully set forth herein and are specifically made a part of this Loan Agreement and do hereby mutually agree as follows:

SECTION 1. AMOUNT OF INDEBTEDNESS OF BORROWER

(a) As of February 25, 1995, the parties hereby agree the outstanding principal balances due and owing from Borrower to Plaza Bank were as follows:

1.	Note 9346:	\$ 204,573.50
2.	Note 9347	500,000.00
3.	Note 9348:	221,259.50
4.	Note 10248:	180,552.44
5.	Note 10234:	130,000.00
6.	Note 10740:	300,000.00

TOTAL INDEBTEDNESS: \$ 1,536,385.52

(b) The parties hereto agree that all interest payments due and owing on and since February 25, 1995 under the above Notes in the amount of \$ 11,233.62 shall be remitted to Plaza Bank upon the execution of this Loan Agreement and further agree to prepay the April 1995 interest payment on Note 10740 in the amount of \$12,094.04 upon the execution of this Loan Agreement. The total payment of interest upon execution shall be \$ 23,332.66.

SECTION 2. CONSOLIDATION OF THE NOTES

(a) It is the express understanding and agreement of the parties hereto that the above Notes shall be amended, extended and renewed by the execution and delivery of a promissory note in the original principal amount of \$ 1,536,385.52 dated February 25, 1995 by the Trustee and Car-Lene to Plaza Bank ("Consolidated Note"), a copy of which is attached hereto as Exhibit A. The Consolidated Note shall require monthly payments of interest only for a period of six (6) months commencing on February 25, 1995 to and including August 25, 1995 at which time any and all amounts due and owing under the Consolidated Note shall be due in full.

(b) The parties hereto expressly agree, acknowledge and reaffirm that the Collateral Documents which secures the Notes described herein shall secure the obligations of the Borrower to Plaza Bank under the Consolidated Note.

(c) The parties hereto expressly agree, acknowledge and

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reaffirm the terms and conditions of the Collateral Documents described herein which secure the Borrower's obligations to Plaza Bank except as modified by this Loan Agreement and the Consolidated Note and reaffirm that these Collateral Documents shall govern the parties rights, claims and interests under the Consolidated Note except as specifically provided in the Consolidated Note.

(d) Nothing contained herein shall in any manner whatsoever impair the Collateral Documents as modified hereby or any other documents executed herewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above Collateral Documents, except as expressly modified by this Loan Agreement and Consolidated Note, and all other terms and conditions of the Collateral Documents shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

(e) As part of the consideration for this Loan Agreement and the Consolidated Note, the parties hereto have agreed to revoke, rescind and abolish any and all obligations of Plaza Bank to release the mortgage on 1220 Rudolph, Northbrook, Illinois pursuant to the terms and conditions of the Substitution of Collateral Agreement dated July 29, 1994 by and between Car-Lene, Karen Canzoneri and Plaza Bank and specifically allow and reaffirm the pledge of collateral to Plaza Bank in accordance with the agreement.

SECTION 3. COVENANTS

(a) The Borrowers hereby represent and warrant that the Collateral described above has not been pledged, assigned, conveyed, transferred and/or otherwise encumbered since the granting of the security interest to Plaza Bank on the applicable dates.

(b) Car-Lene represents and warrants that it has and will continue to provide Plaza Bank with its financial information and that the financial information provided shall be true and correct reflection of Car-Lene's financial status and/or situation at that given time. Car-Lene shall also allow Plaza Bank access to its financial records upon request and mutual agreement of time and place.

(c) Car-Lene agrees to execute and deliver any other documents necessary and as required to complete the transaction described herein, including but not limited to the execution of a letter of direction to the Trustee and obtain the written consent of Karen Canzoneri as the guarantor of the obligations described herein.

(d) Car-Lene agrees to pay any and all costs incurred by

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Plaza Bank related to this Loan Agreement, including but not limited to attorneys' fees, title policy(s) charges and recording fees thereto.

This modification agreement is executed by Columbia National Bank of Chicago, not personally but as Trustee u/t/a dated July 31, 1986 and known as Trust No. 2379 and as Trustee u/t/a dated July 13, 1987 and known as Trust No. 2608, in the exercise of the power and authority conferred upon and vested in it as Trustee with full power to execute same, and no personal liability shall exist or be asserted or enforceable against the Trustee generally or in any capacity other than as Trustee, it being the understanding that the Trustee's liability shall be limited and enforceable only against the property held in trust. This limitation of liability as to the Trustee shall not inure to the beneficiaries of the trusts whose liability is with full recourse regardless of the value of the property held in the trusts.

IN WITNESS WHEREOF, the parties hereto have caused this Loan Modification Agreement to be executed as of the date first above written.

COLUMBIA NATIONAL BANK OF CHICAGO,
not personally but as Trustee u/t/a
dated July 31, 1986 and known as
Trust No. 2379 and u/t/a dated July
13, 1987 and known as Trust No. 2606

Attest: [Signature]
Its: _____

By: [Signature]
Its: _____

CAR-LENE RESEARCH, INC.

Attest: _____
Its: Secretary

By: [Signature]
Its: President

The undersigned hereby consents to this Loan Agreement and all the provisions contained herein, including the terms and conditions of the Consolidated Note, and hereby acknowledges and agrees that all obligations under the Continuing Guaranty delivered in connection with the obligations described herein shall remain in full force and effect and subject to the modifications contained herein.

[Signature]
Karen Canzoneri, Guarantor

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Barbara J. Wulf, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY, that the above named [Redacted] and [Redacted] of the CARLENE RESEARCH, INC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [Redacted] and [Redacted] 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.

GIVEN under my hand and Notarial Seal this 24th day of September, 1995.

OFFICIAL SEAL
BARBARA J. WULF
Notary Public, State of Illinois
My Commission Expires 2-8-99

[Signature]
NOTARY PUBLIC

My Commission Expires: 2-8-99

THIS INSTRUMENT PREPARED BY:

Gary E. Green, Esq.
Martin & Karcazes, Ltd.
30 N. LaSalle
Suite 4020
Chicago, Illinois 60602-2507

Cook County Clerk's Office

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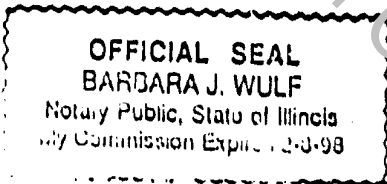
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, [Signature], Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, **KAREN CANZONERI**, personally known to be the same person whose name is subscribed to the foregoing instrument, and personally known to me, and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth, and the said instrument signed, sealed and delivered as the free and voluntary act and purpose set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws.

GIVEN under my hand and Notarial Seal this 24th day of September, 1995.



[Signature]
NOTARY PUBLIC
My Commission Expires: 2-3-98

THIS INSTRUMENT PREPARED BY:

Gary E. Green, Esq.
Martin & Karcazes, Ltd.
30 N. LaSalle
Suite 4020
Chicago, Illinois 60602-2507

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, LAURA L. KELLEY, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY, that the above named _____ and MICHAEL MURPHY of the COLUMBIA NATIONAL BANK OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and Treas. 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 Bank for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____, as custodian of the corporate seal of said Bank, cause the corporate seal of said Bank to be affixed to said instrument as said _____ own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes set forth.

GIVEN under my hand and Notarial Seal this 3 day of October, 1995.

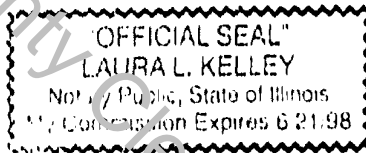
Laura L. Kelley

NOTARY PUBLIC

My Commission Expires: _____

THIS INSTRUMENT WAS PREPARED BY:

Gary E. Green, Esq.
Martin & Karczas, Ltd.
30 North LaSalle
Suite 4020
Chicago, Illinois 60602-2507



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Description of property:

TRUST NO. 2379:

1: LOT 31 IN BLOCK "B" IN HIGH RIDGE ACRES UNIT 5, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 43 NORTH, RANGE 12, AND THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1984 AS DOCUMENT 2278811, IN LAKE COUNTY, ILLINOIS.

PIN: 16-17-403-011

Common Address: 2436 Tennyson, Highland Park, IL 60035

TRUST NO. 2678:

PARCEL 1: UNIT 1M, IN THE CONDOMINIUMS OF NORTHBROOK COURT CONDOMINIUM I, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE NORTH EAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25415821 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE CONDOMINIUMS OF NORTHBROOK COURT COMMUNITY ASSOCIATION RECORDED AS DOCUMENT NUMBER 25415820 AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME IN COOK COUNTY, ILLINOIS.

PARCEL 3: PERPETUAL NON EXCLUSIVE EASEMENT OF USE FOR THE PURPOSE OF 2-WAY VEHICULAR TRAFFIC (PASSENGER VEHICLES AND TRUCKS) AND PEDESTRIAN ACCESS TO AND BETWEEN THE ABOVE DESCRIBED PARCEL OF LAND KNOWN AS RUDOLPH ROAD IN COOK COUNTY, ILLINOIS.

PIN: 04-03-200-022-1012

Common Address: Unit 1-M, 1220 Rudolph Road, Northbrook, IL 60062

