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. COOK COUNTY RECORDER

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AMENDMENT TO LEASEHOLD MORTGAGE

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CDR Associates, Inc.,
as Mortgagor

to

American National Bank and Trust Company of Chicago,
as Mortgagee

Permanent Index Number: 17-03-213-001

Dated: November 1, 1995

D1 7544678 JBJ DJ

This instrument was prepared by:

Michael P. Cannon
Davidson Goldstein Mandell & Menkes
303 West Madison Street - Suite 1900
Chicago, Illinois 60606

Record And Return By Mail To:

Michael P. Cannon
Davidson Goldstein Mandell & Menkes
303 West Madison Street - Suite 1900
Chicago, Illinois 60606

BOX 333-CT1

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AMENDMENT TO LEASEHOLD MORTGAGE

THIS AMENDMENT TO LEASEHOLD MORTGAGE ("Amendment") is made this 1st day of November, 1995, by CDR ASSOCIATES, INC., an Illinois corporation having an address at 919 North Michigan Avenue, Suite 1600, Chicago, Illinois 60611 (the "Mortgagor"), to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association organized under the laws of the United States of America, having an address at 33 North LaSalle Street, Chicago, Illinois 60690 (the "Mortgagee").

RECITALS

A. On April 28, 1995, Mortgagor and Mortgagee entered into a Letter of Credit and Loan Agreement (the "Loan Agreement") pursuant to which Mortgagee agreed to lend to Mortgagor a sum or sums of money not to exceed \$180,000 (the "Original Loan"), and to furnish for the benefit of Mortgagor a letter of credit in the face amount of \$193,000 (the "Letter of Credit") at the request of the Mortgagor in accordance with, and subject to, the terms, covenants and conditions contained in the Loan Agreement. The Original Loan is evidenced by a Note (the "Original Note") made by Mortgagor to Mortgagee in the initial principal amount of \$180,000.

B. In connection with the transactions contemplated by the Loan Agreement, and to secure Mortgagor's obligations as borrower thereunder, Mortgagor executed and delivered to Mortgagee a Leasehold Mortgage (the "Leasehold Mortgage"), which was recorded on May 2, 1995, as Document No. 95289366, in the Cook County Records, covering all of Mortgagor's right, title and interest in and to the leasehold estate demised by that certain Lease between Mortgagor and Palmolive Venture, dated March 8, 1995 (the "Lease"), covering the space in the building located on that certain lot, piece or parcel of land more particularly described in Schedule "A" attached hereto which is made a part hereof, together with all of Mortgagor's right, title, interest, options and privileges created in and by virtue of the Lease (all of the foregoing referred to collectively as the "Real Property"), as well as Mortgagor's interest in certain other property related to the Real Property (the Real Property and such other of Mortgagor's property constituting the "Premises" as defined in the Leasehold Mortgage).

C. Mortgagor has requested that Mortgagee amend the Loan Agreement to extend the maturity of the Original Loan until October 1, 1996, and that Mortgagee make an additional loan to Borrower in the principal amount of up to \$95,000 (such additional loan constituting the "New Loan"), with such New Loan to be evidenced by a new Note (the "New Note") dated of even date herewith issued by Mortgagor to Mortgagee in the principal amount of \$95,000 and having a maturity date of October 1, 1996.

D. Mortgagee is willing to amend the Loan Agreement as set forth above, and to this end has entered into an Amendment to Loan and Letter of Credit Agreement dated of even date

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herewith with Mortgagor, pursuant to which Mortgagee has, among other things, agreed to make the New Loan and to extend the maturity of the Original Loan (including the New Loan) to October 1, 1996.

E. Terms initially capitalized but not otherwise defined herein shall have the meanings given to them in the Leasehold Mortgage.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee hereby amend the Leasehold Mortgage as follows:

1. New Loan. Effective on the date hereof, the principal amount of loan indebtedness of Mortgagor to Mortgagee secured by the Leasehold Mortgage (the "Loan Indebtedness") is increased from an amount not to exceed \$180,000 to an amount not to exceed \$275,000, and the aggregate principal amount of all indebtedness secured by the Leasehold Mortgage (including indebtedness of Mortgagor to Mortgagee under a Letter of Credit issued by Mortgagee pursuant to the Loan Agreement for the benefit of Mortgagor) is increased from an amount not to exceed \$373,000 to an amount not to exceed \$468,000. Consequently, (i) reference to the amount of "\$180,000" in the second line of the second paragraph of the Leasehold Mortgage is hereby changed to a reference to the amount of "\$275,000" and (ii) reference to the amount of "\$373,000" in the both the last line of the second paragraph and the third line of the fourth paragraph of the Leasehold Mortgage is hereby changed to a reference to the amount of "\$468,000." The New Loan is evidenced by the New Note in the initial principal amount of \$95,000.

2. Maturity. The principal amount of the Loan Indebtedness, together with all accrued and unpaid interest thereon, shall be due and payable by Mortgagor to Mortgagee on October 1, 1996. Mortgagor has marked the Original Note to evidence this extension of the maturity date of the Original Loan.

3. Representations and Warranties. Mortgagor hereby represents and warrants to Mortgagee as follows:

A. Priority of Lien. The lien of the Leasehold Mortgage, as modified by this Amendment, is a valid, first and subsisting lien on the Premises securing the repayment of all of the Indebtedness (including, without limitation, the Original Loan and the New Loan) and all of the other Obligations. There is no second mortgage or other subsequent lien now outstanding against the Premises other than as disclosed by this Amendment.

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B. Representations and Warranties. All of Mortgagor's representations and warranties contained in the Leasehold Mortgage are true and correct on the date hereof.

C. No Default. No Event of Default (as defined in the Leasehold Mortgage) has occurred, nor has any event occurred that with notice, the passage of time, or both, would constitute such an Event of Default.

4. Continued Validity. Nothing contained in this Amendment shall in any manner impair the Original Note and the Leasehold Mortgage as a valid, first and subsisting lien on the Premises as security for repayment of the Original Loan, all interest thereon, and all other Obligations as described in the Leasehold Mortgage prior to the date hereof.

5. Guaranty. The term "Guaranty" as used in the Leasehold Mortgage shall mean the Unconditional and Continuing Guaranty dated April 28, 1995 made by Chicago Dental Restorative Associates, P.C., Steven A. Fishman and Robert Lowe for the benefit of Mortgagee, as amended by the Amendment to Unconditional and Continuing Guarantee of even date herewith made by such guarantors for the benefit of Mortgagee.

6. Governing Law. This Amendment shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Illinois.

7. Captions. The captions of the Sections of this Amendment are for the purpose of convenience only and are not intended to be a part of this Amendment and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

8. Amendments. This Amendment may not be altered, amended or modified orally, and no executory agreement shall be effective to modify or amend it in whole or in part, unless it is in writing and signed by the party against whom enforcement of the modification, alteration or amendment is sought.

9. Recitals Incorporated. The Recitals are made a part of this Amendment Agreement.

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10. WAIVER TO RIGHT TO TRIAL BY JURY. MORTGAGOR AND MORTGAGEE EACH HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR CROSS-CLAIM ARISING IN CONNECTION WITH, OUT OF OR RELATING TO THE LEASEHOLD MORTGAGE OR THIS AMENDMENT.

IN WITNESS WHEREOF, the undersigned Mortgagor and Mortgagee have executed and delivered this Amendment to Leasehold Mortgage as of the date first above written.

MORTGAGOR:

CDR ASSOCIATES, INC.

By: *Steven A. Fishman*
Steven A. Fishman, President

MORTGAGEE:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

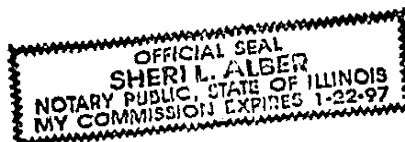
By: *Peter F. C. Conner* 7392
Peter F. C. Conner, Second Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me appeared Steven A. Fishman, personally known to me to be the person whose name is subscribed to the foregoing instrument, who did acknowledge that he is the President of CDR Associates, Inc., and that in his capacity as such he did sign the foregoing instrument as his free act and deed, and as the free act and deed of such corporation, for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have set my hand and seal as of this 1st day of November, 1995.

Sheri L. Alber
Notary Public



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11/15/2011 10:00 AM

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

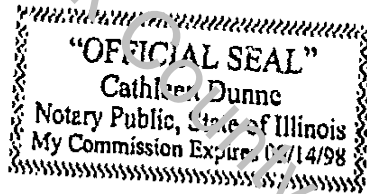
Before me appeared Peter F. O'Conner, personally known to me to be the person whose name is subscribed to the foregoing instrument, who did acknowledge that he is a Second Vice President of American National Bank and Trust Company of Chicago, and that in his capacity as such he did sign the foregoing instrument as his free act and deed, and as the free act and deed of such corporation, for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have set my hand and seal as of this 9th day of November, 1995.

Cathleen Dunne

Notary Public

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SCHEDULE A

PARCEL 1:

THE NORTH 1/2 OF THAT CERTAIN TRACT OF LAND DESCRIBED AS FOLLOWS:

LOTS 23 TO 31, BOTH INCLUSIVE, IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 13 IN CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR LIGHT, AIR AND VIEW FOR THE BENEFIT OF PARCEL 1 IN, OVER, ABOVE AND ACROSS THE FOLLOWING DESCRIBED AREA:

COMMENCING AT A HORIZONTAL PLANE PARALLEL TO AND 63 FEET ABOVE CHICAGO CITY DATUM AND EXTENDING VERTICALLY UPWARDS TO THE ZENITH BEGINNING AT A POINT ON THE SOUTH LINE OF PARCEL 1, 62 FEET EAST OF THE WESTERLY LINE OF SAID PARCEL 1; THENCE SOUTH ALONG A LINE PARALLEL TO AND 62 FEET EAST OF THE WESTERLY LINE OF LOTS 26 AND 27 IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO AFORESAID (SAID WESTERLY LINE OF LOTS 26 AND 27 AFORESAID BEING A CONTINUATION OF THE WESTERLY LINE OF PARCEL 1 EXTENDED SOUTH), A DISTANCE OF 25 FEET TO A POINT IN SAID LOT 26; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF PARCEL 1, A DISTANCE OF 88 FEET EAST TO A POINT IN LOT 24, IN SAID ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO AFORESAID; THENCE NORTH ALONG A LINE PARALLEL TO THE WESTERLY LINE OF LOTS 26 AND 27 AFORESAID, A DISTANCE OF 25 FEET TO THE SOUTH LINE OF PARCEL 1; THENCE WEST ALONG THE SOUTH LINE OF PARCEL 1, A DISTANCE OF 88 FEET TO THE PLACE OF BEGINNING, AS CREATED BY AGREEMENT BETWEEN THE PALMOLIVE FEET COMPANY, A CORPORATION OF DELAWARE, AND CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 25, 1927 AND KNOWN AS TRUST NUMBER 19104, DATED MARCH 31, 1928 AND RECORDED APRIL 30, 1928 AS DOCUMENT 10005790, AND ALSO RECORDED JUNE 21, 1932 AS DOCUMENT 11106014, AND AS CONTINUED AND PRESERVED BY INSTRUMENT DATED DECEMBER 26, 1958 AND RECORDED DECEMBER 26, 1958 AS DOCUMENT 17413316, IN COOK COUNTY, ILLINOIS.

17 03 213 001

Commonly known as 919 N. Michigan Ave
Chicago

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