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THIRD AMENDMENT TO MORTGAGE

DEPT-01 RECORDING \$35.00
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9592 # MH *-95-824283
COOK COUNTY RECORDER

Box 22

Space Above This Line For Recording Date

This THIRD AMENDMENT TO MORTGAGE (hereinafter referred to as this "Amendment") is made as of August 21, 1995 by and between PIONEER BANK & TRUST COMPANY, an Illinois state banking association ("Mortgagee"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but as trustee under a Trust Agreement dated January 17, 1983, and known as Land Trust No. 56673 ("Mortgagor"). All capitalized terms which are not defined hereunder shall have the same meanings herein as set forth in the Mortgage (as defined below).

WITNESSETH:

WHEREAS, Mortgagor conveyed to Mortgagee a mortgage lien in the real estate in Cook County, Illinois described in Exhibit A attached hereto and made a part hereof (the "Real Estate") pursuant to a mortgage dated September 26, 1990 and recorded with the Cook County Recorder of Deeds as document number 90573288 (as amended pursuant to an Amendment to Mortgage dated November 23, 1992 and recorded with the Cook County Recorder of Deeds as document number 92930613, and as further amended pursuant to a Second Amendment to Mortgage dated June 30, 1993 and recorded with the Cook County Recorder of Deeds as document number 93532981, the "Mortgage"); and

WHEREAS, such Mortgage was executed and delivered pursuant to a Loan and Security Agreement dated as of September 30, 1990, as amended (the "Loan Agreement"), by and among Mortgagor, Mortgagee, American National Bank and Trust Company of Chicago, not individually but as trustee under a Trust Agreement dated March 26, 1974, and known as Land Trust No. 32716, Triton Industries, Inc., an Illinois Corporation ("Triton"), and Marvin R. Wortell, the owner of 100% of

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the beneficial interest of Mortgagor ("Wortell"); and

WHEREAS, Triton and Wortell have requested Mortgagee to amend the Loan Agreement to increase, extend, and/or restructure certain of the credit facilities set forth therein, and to extend the maturity date of that certain Term Loan Promissory Note (the "Wortell Term Note") executed by Wortell dated as of September 30, 1990 in the original principal amount of Four Hundred Seventy-Five Thousand and No/100 Dollars (\$475,000.00) and Mortgagee is unwilling to do so without this Amendment

NOW THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. AFFIRMATION OF RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Amendment of the Mortgage. The Mortgage is hereby amended as follows:

(a) The second recital clause of the Mortgage is hereby amended and restated in its entirety to read as follows:

WHEREAS, pursuant to the Loan Agreement, (i) Wortell has, among other things, executed and delivered to Mortgagee, and Wortell is justly indebted to Mortgagee upon, a term loan promissory note dated September 30, 1990 (as amended by that certain Note Modification Allonge dated August 31, 1995) referred to in the Loan Agreement as the Wortell Term Loan Promissory Note (the "Wortell Term Note"), in the original principal amount of Four Hundred Seventy-Five Thousand and No/100 Dollars (\$475,000), which Wortell Term Note is incorporated herein by reference, evidencing a portion of the "Obligations" (as defined in the Loan Agreement), payable in installments as provided therein, with a final payment of the unpaid principal amount thereof due on August 31, 2000, and (ii) Triton (together with certain co-signers) has, among other things, executed and delivered to Mortgagee, and Triton and such co-signers are justly indebted to Mortgagee upon, (a) a replacement term promissory Note dated June 30, 1993 referred to in the Loan Agreement as the "Triton Term Note" in the original principal amount of One Million Two Hundred Sixty-Five Thousand and No/100 Dollars (\$1,265,000), which Triton Term Note is incorporated herein by reference, evidencing a portion of the Obligations, payable in installments as provided therein, with a final payment of the unpaid principal amount thereof due on June 30, 1996, (b) a replacement revolving credit promissory note dated June 30, 1993 referred to in the Loan Agreement as the "Revolving Note" in the original principal amount of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000), which Revolving Note is incorporated herein by reference, evidencing a

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portion of the Obligations, and (c) Triton may execute and deliver to Mortgagee additional Term Notes pursuant to and in accordance with the terms set forth in Section 2.1 (e) of the Loan agreement and pursuant to and in accordance with the terms of the Multi Credit Facility set forth in Section 2.1 (f) of the Loan Agreement provided that the total indebtedness of Triton and Wortell to Lender shall not exceed the limits set forth in Paragraph 33 hereof;"

(b) The second paragraph on page 2 of the Mortgage is hereby amended and restated in its entirety as follows.

"NOW, THEREFORE, to secure the payment of the indebtedness evidenced by the Wortell Term Note, the Triton Term Note, the Revolving Note, any additional Term Notes executed pursuant to and in accordance with the terms of Section 2.1 (e) of the Loan Agreement, and any additional indebtedness under the Multi Credit Facility set forth in Section 2.1 (f) of the Loan Agreement (together with any and all amendments or supplements to such promissory notes, extensions thereof and notes which may be taken in whole or partial renewal, replacement, substitution or extension thereof), including interest thereon, and the payment and performance of all other Obligations, including, without limitation, the payment and performance of all obligations of Mortgagor under this Mortgage, whether by acceleration or otherwise, and in consideration of One Dollar (\$1.00) in hand paid, Mortgagor does hereby CONVEY, MORTGAGE and WARRANT to Mortgagee, its successors and assigns, the real estate in Cook County, Illinois described in Exhibit A attached hereto and made a part hereof as if set forth here in full (the "Real Estate" and, collectively with the property described in the next following paragraph, the "Premises")."

(c) All references in the Mortgage to a maturity date of the Wortell Term Note of "August 31, 1995" are hereby deleted, and substituted in Lieu thereof are corresponding references to a date of "August 31, 2000."

(d) Except as specifically set forth to the contrary hereinabove, the Mortgage remains unmodified and in full force and effect.

3. Relation Back. This Amendment constitutes an amendment to the Mortgage only and shall not be deemed to constitute a new security interest or lien or otherwise effect the priority of the mortgage lien granted by the Mortgage. Except as specifically set forth herein, the Mortgage as recorded shall retain its priority position and shall remain in full force and effect and its provisions shall continue to be binding on the parties hereto.

4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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5. This Section Intentionally Deleted.

6. ADDITIONAL PROVISIONS. This Amendment shall be effective only upon:

(a) Payment by Mortgagor to Mortgagee, immediately upon the submission of bills and invoices therefor, of all amounts incurred by or on behalf of Mortgagee for attorneys' fees, recording expenses, and all other costs incurred or to be incurred by or on behalf of Mortgagee by reason of the matters specified herein and the preparation of this Amendment and all other documents necessary and required to effectuate the provisions hereof, including, without limitation, all costs and expenses with respect to compliance by the Mortgagor with the terms and conditions hereof and Mortgagee's enforcement thereof.

(b) The recording of a counterpart of this Amendment in the Recorder's Office.

(c) Payment by Mortgagor to Mortgagee of a closing fee in the amount of \$ N/A.

7. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

8. RATIFICATION; AUTHORITY. Except as herein amended, the Mortgage shall remain in full force and effect, and all of the terms and provisions of the Mortgage, as herein amended, are hereby ratified and reaffirmed. Mortgagor represents to Lender that there is no other ownership interest, mortgage lien, trust deed, or other interest, now outstanding against the Mortgaged Property, other than the lien of the Mortgage; and that the lien of the Mortgage is previously subsisting and, as herein amended, has been, is and shall remain a valid first, prior and paramount lien on the Mortgaged Property, as described on Exhibit A attached hereto, enjoying the same or superior priority with respect to other claims upon the Mortgaged Property as prevailed prior to the execution of this Agreement. Mortgagor has duly authorized, executed and delivered this Agreement, and acknowledges that the Loan Documents are valid and enforceable in accordance with their terms against Mortgagee.

9. EXECUTION BY TRUSTEE. This Agreement is executed and delivered by American

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National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated January 17, 1983 and known as Trust No. 56673 as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, provided that said Trustee hereby personally warrants that it has such power and authority. No personal liability shall be asserted or be enforceable against said Trustee because or in respect of this Agreement or the making, issuance, or transfer hereof, all such liability, if any, being expressly waived by each taker and holder hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.

MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated January 17, 1983 and known as Trust No. 56673

ATTEST:

By: _____

Title: _____

By: [Signature]

Title: Second Vice President

MORTGAGEE:

PIONEER BANK & TRUST COMPANY

By: [Signature]

Title: Vice President

This Document Prepared By
and Return To:

Pioneer Bank & Trust Company
4000 W. North Avenue
Chicago, Illinois 60639

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

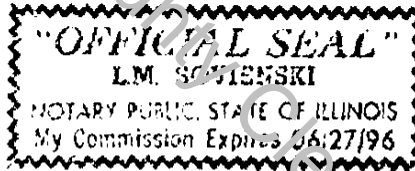
OCT 16 1995

On this _____ day of _____, 1995, before me, a Notary Public in and for said County and State, appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated January 27, 1983 and known as Trust No. 56673, and that the foregoing instrument was signed and sealed on behalf of said Trust by authority of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO and that he/she acknowledged the foregoing instrument to be the free and voluntary act and deed and as the free and voluntary act and deed of said corporation, as Trustee, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, this _____ day and year first above written.

L. M. Szwiencki
NOTARY PUBLIC

My Commission Expires



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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

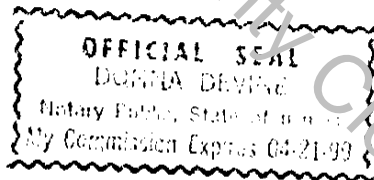
On this 14th day of October, 1995, before me, a Notary Public in and for said County and State, appeared William C. Lindquist, to me known to be the person who subscribed the name of PIONEER BANK & TRUST COMPANY, an Illinois state banking association, to the foregoing instrument as its Vice Pres. who, being by me duly sworn, did state that he/she is the Vice President of said state banking association and that said instrument was signed and delivered by him/her on behalf of said state banking association by authority of its Board of Directors, and said Vice President acknowledged to me that he/she executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as the free and voluntary act and deed of said state banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Dorota Devine
 NOTARY PUBLIC

My Commission Expires:

4/21/99



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EXHIBIT A

PARCEL 1: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10 AND THE VACATED ALLEYS IN GEORGE A. SPRINGER'S SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 7 ACRES (EXCEPT THE WEST 200 FEET THEREOF) OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2; THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF CHICAGO, COUNTY OF COOK, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF A LINE PARALLEL TO AND 200 FEET EAST OF THE WEST LINE WITH LINE PARALLEL TO AND 147 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 6 AFORESAID; THENCE EAST ON LAST DESCRIBED LINE 233 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON CURVE TANGENT TO LAST DESCRIBED LINE AND CONVEX TO THE NORTHEAST WITH A RADIUS OF 230 FEET A DISTANCE OF 286.77 FEET TO THE INTERSECTION WITH A LINE PARALLEL TO AND 15 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6 AFORESAID; THENCE SOUTH ON LAST DESCRIBED LINE 138.21 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE DEFLECTING 4 DEGREES 58 MINUTES 40 SECONDS WEST FROM LAST DESCRIBED LINE A DISTANCE OF 85.4 FEET TO A POINT 22.41 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6 AND 357 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6 AFORESAID; THENCE NORTHWESTERLY ON A CURVE TANGENT TO THE LAST MENTIONED STRAIGHT LINE AND CONVEX TO NORTHEAST WITH A RADIUS OF 212 FEET A DISTANCE OF 119.92 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 247 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 6; THENCE WEST ON LAST DESCRIBED LINE 399.7 FEET TO A LINE PARALLEL TO AND 200 FEET EAST OF THE WEST LINE OF SECTION 6 AFORESAID, SAID LINE BEING ALSO THE EAST LINE OF SOUTH WESTERN AVENUE BOULEVARD; THENCE NORTH ALONG LAST MENTIONED LINE 100 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4311 South Western Avenue
Chicago, Illinois

4259 South Western Avenue
Chicago, Illinois

PIN: 20-06-105-001
20-06-300-002

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