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**NOTE AND
MORTGAGE
ASSUMPTION
AGREEMENT**

DEPT-01 RECORDING 153.00
T00012 TRAN 8270 12/21/95 08:53:00
45083 CG *-95-888685
COOK COUNTY RECORDER

**THIS NOTE AND MORTGAGE
ASSUMPTION AGREEMENT**

(hereinafter the "Agreement") is made and entered into this 15th day of December, 1995, to be effective December 19, 1995, by and between JOHN F. WELZENBACH, JR. and AMY WELZENBACH, his wife, individually and as Trustees under the AMY H. WELZENBACH LOVING TRUST dated August 16, 1990 (the "Borrower"); AMERICAN NATIONAL BANK and TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under a Trust Agreement dated December 11, 1995, and known as Trust No. 121132-05 (the "Purchaser"); and NBD BANK, an Illinois banking corporation, successor to NBD SKOKIE BANK, N.A., a national banking association, having its principal office at 8001 Lincoln Avenue, Skokie, Illinois (the "Lender").

530

WITNESSETH:

WHEREAS, Borrower previously executed and delivered to Lender a certain Note dated August 1, 1988 (the "First Note") in the original principal amount of Four Hundred Thousand Dollars (\$400,000); and

WHEREAS, to secure the First Note, Borrower previously executed and delivered to Lender a certain Mortgage dated August 1, 1988 (the "Mortgage") encumbering real property in Cook County, Illinois; legally described on Exhibit A attached hereto and by this reference incorporated herein (the "Premises"), which Mortgage was recorded with the Recorder of Deeds of Cook County, Illinois on August 3, 1988 as Document No. 88346793; and

WHEREAS, to further secure the First Note, Borrower previously executed and delivered to Lender a certain Collateral Assignment of Leases and Rents dated August 1,

This document prepared by
and return to:
Scott L. David, Esq.
Kamensky & Rubinstein
7250 North Cicero Avenue
Lincolnwood, Illinois 60646

BOX 333-CTI

Handwritten signature

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11/11/2011 10:11:11 AM

COOK COUNTY CLERK'S OFFICE
11/11/2011 10:11:11 AM
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11/11/2011

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1988 (the "Assignment of Rents") assigning to Lender all of the rents, issues, profits and leases of and from the Premises, which Assignment of Rents was recorded with the Recorder of Deeds of Cook County, Illinois on August 3, 1988 as Document No. 88346794; and

WHEREAS, the Borrower requested and Lender granted an additional loan to Borrower in the amount of Fifty Thousand Dollars (\$50,000), which loan is evidenced by a Mortgage Note dated July 10, 1989 (the "Second Note") which additional loan was memorialized by a Loan Modification Agreement dated July 10, 1989 and recorded as Document No. 89348506 with the Cook County Record of Deeds; and

WHEREAS, Lender is the owner and holder of the First and Second Notes, the Mortgage and the Assignment of Rents; and

WHEREAS, on or about August 1, 1993, the Borrower and Lender entered into a Loan Modification Agreement ("Second Loan Modification Agreement") modifying certain terms of the First and Second Notes. The Second Loan Modification Agreement is attached hereto as Exhibit B and by this reference incorporated herein; and

WHEREAS on or about August 1, 1993, Borrower and Lender entered into that certain Term Loan Agreement ("Term Loan Agreement") which is attached hereto as Exhibit C and by this reference incorporated herein; and

WHEREAS, the Purchaser has entered into a Real Estate Sales Contract with Borrower to purchase the Premises; and

WHEREAS, Borrower and Purchaser have requested that Lender allow Purchaser to assume the obligations under the First and Second Notes, as modified.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Purchaser and Lender do hereby agree as follows:

1. The recitals set forth above are accurate and are hereby incorporated herein and made a part hereof.

958866685

J.W.
A.M.W.

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10/10/2011

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2. All terms defined herein shall have the same meanings ascribed thereto in the First and Second Notes, Mortgage and Assignment of Rents, except as otherwise set forth herein.

3. Effective December 19, 1995 (the "Effective Date"), Purchaser agrees to be bound by and assumes all of Borrower's obligations under the First and Second Notes, the Mortgage and Assignment of Rents and all other loan documents, as such term is defined in the First and Second Notes (hereinafter the "Loan Documents"), including but not limited to the repayment of the present unpaid principal amount of the loan evidenced by the First and Second Notes as if Purchaser had originally executed each of the Loan Documents. Purchaser agrees to execute any and all documents reasonably requested by Lender in connection with this Agreement.

4. As a condition to the assumption of the obligations by Purchaser, the Lender requires that the Purchaser's obligations be jointly and severally guaranteed by Debra A. Wolf, individually and the Debra Wolf Living Trust dated April 12, 1995 pursuant to the Guaranty of even date herewith.

5. Upon the full and complete assumption of the Borrower's obligations under the Loan Documents by Purchaser, as evidenced by Purchaser's execution of this Agreement, Borrower shall be released from any and all obligations under the Loan Documents arising on or after the Effective Date.

6. The outstanding unpaid principal balance of the loan evidenced by the First and Second Notes is Three Hundred Eighty-One Thousand Four Hundred Ten and 39/100 Dollars (\$381,410.39) as of the Effective Date. The current accrued interest of Four Thousand Seventy-Seven and 65/100 Dollars (\$4,077.65) shall be paid by Borrower to Lender upon execution of this Agreement.

7. To induce Lender to enter into this Agreement, Borrower and Purchaser each hereby represent, acknowledge and agree that neither Borrower nor Purchaser now have or hold any defense to the performance of any of its obligations under the First and Second Notes, Mortgage, or Assignment of Rents or any of the Loan Documents nor now have or hold any claim against Lender which might be set off or credited against any payments due under the First or Second Notes or any of the Loan Documents.

J. W.
Carter

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8. Except as expressly amended hereby, the First and Second Notes, the Mortgage, the Assignment of Rents and all other Loan Documents shall be and remain in full force and effect and Borrower, Purchaser and Lender do hereby ratify and confirm the content thereof.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

10. This Note and Mortgage Assumption Agreement is executed by American National Bank and Trust Company of Chicago, not personally, but solely as trustee aforesaid. All of the covenants and conditions to be performed by American National Bank are undertaken by it solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against American National Bank by reason of any covenants, statements (representations or warranties contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Note and Mortgage Assumption Agreement the day and year first above written.

PURCHASER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee aforesaid

By: _____
Its: _____

ATTEST: _____
Its: _____

LENDER:

NBD BANK, an Illinois banking corporation

By: _____
Its: _____

ATTEST: _____
Its: _____

BORROWER:

John F. Welzenbach, Jr.
JOHN F. WELZENBACH, JR.

Amy Welzenbach
AMY WELZENBACH

AMY H. WELZENBACH LOVING TRUST
dated August 16, 1990

By: Amy Welzenbach
Trustee

By: John F. Welzenbach, Jr.
Trustee

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8. Except as expressly amended hereby, the First and Second Notes, the Mortgage, the Assignment of Rents and all other Loan Documents shall be and remain in full force and effect and Borrower, Purchaser and Lender do hereby ratify and confirm the content thereof.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

10. This Note and Mortgage Assumption Agreement is executed by American National Bank and Trust Company of Chicago, not personally, but solely as trustee aforesaid. All of the covenants and conditions to be performed by American National Bank are undertaken by it solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against American National Bank by reason of any covenants, statements, representations or warranties contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Note and Mortgage Assumption Agreement the day and year first above written.

PURCHASER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee aforesaid

By: _____
Its: _____

ATTEST: _____
Its: _____

LENDER:

NBD BANK, an Illinois banking corporation

By: _____
Its: _____

ATTEST: _____
Its: _____

BORROWER:

JOHN F. WELZENBACH, JR.

AMY WELZENBACH

AMY H. WELZENBACH LOVING TRUST
dated August 16, 1990

By: _____
Trustee

By: _____
Trustee

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8. Except as expressly amended hereby, the First and Second Notes, the Mortgage, the Assignment of Rents and all other Loan Documents shall be and remain in full force and effect and Borrower, Purchaser and Lender do hereby ratify and confirm the content thereof.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

10. This Note and Mortgage Assumption Agreement is executed by American National Bank and Trust Company of Chicago, not personally, but solely as trustee aforesaid. All of the covenants and conditions to be performed by American National Bank are undertaken by it solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against American National Bank by reason of any covenants, statements, representations or warranties contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Note and Mortgage Assumption Agreement the day and year first above written.

PURCHASER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee aforesaid

By: _____
Its: _____

ATTEST: _____
Its: _____

LENDER:

NBD BANK, an Illinois banking corporation

By: [Signature] S. L. Thomas, Jr.
Its: [Signature]

ATTEST: [Signature]
Its: [Signature]

BORROWER:

JOHN F. WELZENBACH, JR.

AMY WELZENBACH

AMY H. WELZENBACH LOVING TRUST
dated August 16, 1990

By: _____
Trustee

By: _____
Trustee

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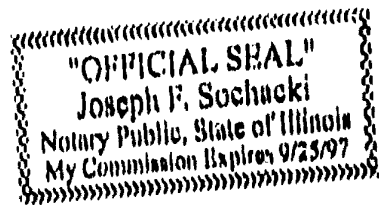
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Joseph F. Sochucki a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS F. THOMPSON and Gregory J. Benson respectively, the Vice President and Asst. Vice President Secretary of NBD BANK, an Illinois banking corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, respectively, appeared before me this day and acknowledged that they signed and delivered 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; and said Asst. Vice President Secretary of said corporation then and there acknowledged that he, as custodian of the corporate seal to said instrument did affix the corporate seal of said corporation to said instrument as his 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 14 day of December, 1995.

Joseph F. Sochucki
Notary Public

My Commission Expires: 9/25/97



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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of the Court

[Name]

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FILED
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CLERK OF THE COURT
CHICAGO, ILL.

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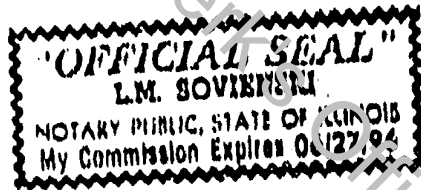
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO
HEREBY CERTIFY that P. JOHANSEN President President of American
National Bank and Trust Company of Chicago and J. WHELAN ASST
Secretary thereof personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such President President and such
ASST Secretary, respectively, appeared before me this day in person and
acknowledged that they signed, sealed and delivered the said instrument as their free and
voluntary act, and the free and voluntary act of American National Bank and Trust
Company of Chicago for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of December, 1995.

L.M. Sovinski
Notary Public

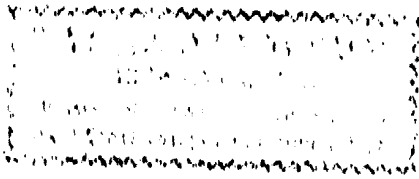
My Commission expires:



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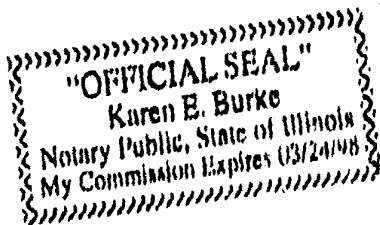
STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO
 HEREBY CERTIFY that John F. Welzenbach, Jr., Amy Welzenbach, and Amy Welzenbach
 and John F. Welzenbach Trustees of the Amy H. Welzenbach Loving Trust dated August 16,
 1990 are subscribed to the foregoing instrument and appeared before me this day in person
 and acknowledged that they signed, sealed and delivered the said instrument as their free
 and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of December, 1995.

Karen E. Burke
 Notary Public

My Commission expires:



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EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5 and 6 in Block 1 in Vincent, a Subdivision of the North East 1/4 of the North West 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

P.I.N.: 14-31-110-004 / 14-31-110-005 / 14-31-110-006 / 14-31-110-007 / 14-31-110-008

Common Address: 2001 and 2011 W. Fullerton, Chicago, Illinois

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~~LOAN MODIFICATION AGREEMENT~~
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Loan # _____

This Agreement made this 1st day of August, 1989 by and between John Welsenbach, Jr. and Amy Welsenbach and John P. Welsenbach Jr. or Amy M. Welsenbach, Trustees or their successors in trust under the Amy M. Welsenbach Loving Trust dated 8/16/80 ("MORTGAGE") and HBB Bank ("MORTGAGE")

WITNESSETH:

WHEREAS, Mortgagee has heretofore made, executed and delivered the following:

- A. Mortgage Note dated August 1, 1988 in the original principal sum of Four Hundred Thousand Dollars (\$400,000.00) made by Mortgagee to Mortgage ("Mortgage Note"); Mortgage Note dated July 10, 1989 in the original principal sum of Fifty Thousand Dollars (\$50,000.00) made by Mortgagee to Mortgagee (hereafter referred to collectively as Mortgage Note);
- B. Mortgage (hereinafter referred to as "Mortgage") of even date with and securing the Mortgage Note executed, acknowledged and delivered by Mortgagee to Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 3, 1988 as Document Number 09346793 (Mortgage) which was subsequently modified by Loan Modification Agreement dated July 10, 1989 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 31, 1989 as Document Number 09346806.

WHEREAS, the Mortgage constitutes a first lien upon certain real estate situated in Chicago, Illinois and legally described as follows:

See Legal Attached.

WHEREAS, on the date Mortgagee executed this Agreement, Mortgagee is the owner and holder of record of Mortgage Note and Mortgage; and

WHEREAS, on the date Mortgagee executes this Agreement, Mortgagee continues to be the owner of the premises described above and acknowledges that said Mortgage is a valid and subsisting first lien securing an indebtedness in the principal sum of Four Hundred Fourteen Thousand One Hundred Fifty Three and 39/100 Dollars (\$414,153.39) with interest thereon as set forth in Mortgage Note, all in accordance with the terms, covenants, conditions and warranties of said Mortgage, and that there are no defenses or offsets to said Mortgage or to the Mortgage Note and that all of the other provisions thereof are in full force and effect; and

WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter;

THEREFORE, it is hereby agreed that the remaining and unpaid balance of the Mortgage Note, as of the date of this agreement, is Four Hundred Fourteen Thousand One Hundred Fifty Three Dollars and 39/100 (\$414,153.39) and Mortgagee agrees to make monthly payments of \$1,950 on 8/1/89 and on the 1st day of each month thereafter until 8/1/90 at which time all unpaid principal and accrued and unpaid interest shall be immediately due and payable. So long as Mortgagee is not in default of any terms of the Mortgage Note, the Mortgage and this Loan Modification Agreement, such monthly payments shall be applied first to interest accrued at 8 1/2 per annum (calculated on the basis of a 360 day year). Mortgagee and Mortgagee further agree that the terms of the notes are further modified and amended by the terms and conditions of a Certain Term Loan Agreement dated as of 8/1/89 and executed by Mortgagee and Mortgagee and incorporated into this Loan Modification Agreement by reference.

Exhibit B

Handwritten initials

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Page 1 of 1

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 2001.

Clerk of the Court

Deputy Clerk

Notary Public

Witness

Witness

Witness

Witness

Witness

Witness

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Except as herein expressly modified, all of the terms, covenants, conditions and warranties of the Mortgage Note and Mortgage shall continue to remain in full force and effect.

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

NOTORAUORI

The Amy H. Walsenbach Living Trust dated 11/16/90

Amy H. Walsenbach, Trustee
Amy H. Walsenbach, Trustee

John F. Walsenbach, Jr., Trustee
John F. Walsenbach, Jr., Trustee

John Walsenbach

Amy H. Walsenbach

NOTORAUORI

Title Trustee

ATTEND:

Title _____

STATE OF ILLINOIS
COOK COUNTY



I Kelly Brown, a Notary Public in and for the County and State aforesaid, do hereby certify that on the 27th day of September, 1993, Amy & John Walsenbach, personally known to me to be the individual described in the above instrument, appeared before me in person and acknowledged that she/he executed the above document as his/her free and voluntary will.

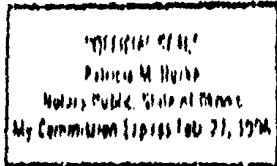
My commission expires: 12/19/94 Kelly Brown
Notary Public

STATE OF ILLINOIS
COOK COUNTY

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that REDEEMER & ASSOCIATES and USA SAVINGS personally known to me to be the REDEEMER & ASSOCIATES and USA SAVINGS of NBB Bank, each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and delivered the said document in their respective capacities as REDEEMER & ASSOCIATES and USA SAVINGS of NBB Bank, as their free and voluntary act and as the free and voluntary act and deed of said REDEEMER & ASSOCIATES for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27th day of September, 1993.

My commission expires: _____ John Walsenbach
Notary Public



This document prepared by:

M. Brown
with Bank
5555 Lincoln Ave
Chicago, IL 60632

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NBD Bank

(Bank Name)

(the "Bank")

whose address is 211 S. Wagon Wheel, Houston, Texas 77002

agrees to extend the term loan(s) described below (whether one or more, the "Loans") to

John Weizenbach, Jr. and Amy Weizenbach, Individually and * (the "Borrower"),
(Borrower's Name)

whose address is

under the terms and conditions set forth in this agreement.

1.0 Loans. The Bank agrees to extend the following Loans to the Borrower.

- A. A Loan in the amount of _____, maturing _____, the proceeds of which will be used for the following purpose: pay similar amount owing on NBD Bank Loans #8256212-152104 and 8256212-152914
- B. A Loan in the amount of _____, maturing _____, the proceeds of which will be used for the following purpose: _____, and _____
- C. A Loan in the amount of _____, maturing _____, the proceeds of which will be used for the following purpose: _____

Each Loan shall be evidenced by a Term Note executed concurrently with this agreement (referred to in this agreement both singularly and together with any other promissory notes referenced in this section 1 as the "Notes")

2.0 Conditions Precedent (complete if applicable)

The Borrower shall satisfy the following conditions prior to the extension of any Loan:

3.0 Fees and Expenses. (complete if applicable)

3.1 Fees. Upon execution of this agreement, the Borrower shall pay the Bank the following fees, all of which the Borrower acknowledges have been earned by the Bank: \$2,067.00

3.2 Out-of-Pocket Expenses. In addition to any fee set forth in Section 3.1 above, the Borrower shall reimburse the Bank for its out-of-pocket expenses, including reasonable attorneys' fees allocated to the Loans.

4.0 Loan Compensation Balance. (Check and complete if applicable)

4.1 The Borrower agrees to maintain a loan compensation balance ("LCB") in the amount of _____% of the unpaid balance outstanding under: (check applicable clauses)

The Loans

computed on an average daily basis for each calendar quarter

4.2 The LCB shall be determined by taking the aggregate average balance of collected funds (U.S. Dollar Amount) of all of the Borrower's noninterest bearing demand deposit accounts with the Bank computed on a daily basis for each calendar quarter and subtracting both the amount which would eliminate all activity charges on all of those accounts during that calendar quarter and the amount of any LCB required by any other agreement between the Borrower and the Bank.

4.3 If the LCB is insufficient: (check applicable clause)

A. The Borrower shall pay the Bank a fee computed as follows: The required LCB minus the actual LCB times one hundred per cent (100%) of the daily average rate of interest the Loans referenced in Section 4.1 above would have borne during that calendar quarter. The Bank shall submit a billing for the fee to the Borrower within thirty (30) days after any calendar quarter for which it is due; or

B. The Borrower shall have the option of either paying the fee in accordance with Section 4.3A or maintaining an additional LCB in the next calendar quarter in an amount sufficient to have eliminated the fee provided for in Section 4.3A.

5.0 Security

5.1 Payment of the Loans shall be secured by a first security interest and/or real estate mortgage, as the case may be, covering the following property and all its additions, substitutions, increments, proceeds and products, whether now owned or later acquired ("Collateral") New Trustee under the Amy H. Weizenbach Living Trust dated 8/16/90

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(check and complete applicable clauses)

A. Accounts Receivable. All of the Borrower's accounts, chattel paper, general intangibles, instruments, and documents (as those terms are defined in the Illinois Uniform Commercial Code) rights to refunds of taxes paid at any time in any governmental entity, and any letters of credit and drafts under them given in support of the foregoing, wherever located. The Borrower shall deliver to the Bank executed security agreements and financing statements in form and substance satisfactory to the Bank.

B. Inventory. All of the Borrower's inventory wherever located. The Borrower shall deliver to the Bank executed security agreements and financing statements in form and substance satisfactory to the Bank.

C. Equipment. All of the Borrower's equipment, wherever located. The Borrower shall deliver to the Bank executed security agreements and financing statements in form and substance satisfactory to the Bank.

D. Real Estate. The real property, including improvements, located at 2001-11th Fullerton, Chicago, Illinois. The real estate mortgage shall be supported by an assignment of rents, subordinations of leases, and/or collateral assignments of land contracts, if applicable. The Borrower shall deliver to the Bank an executed mortgage, ALTA mortgage title insurance policy without exceptions, mortgage survey certified to the Bank and, where applicable, an assignment of rents, subordinations of leases, and/or collateral assignments of land contracts, all in form and substance satisfactory to the Bank.

E. _____

3.2 No forbearance nor extension of time granted any subsequent owner of the Collateral shall release the Borrower from liability.

3.3 Additional Collateral/Setoff. To further secure payment of the Loans and all of the Borrower's other liabilities to the Bank, the Borrower grants to the Bank a continuing security interest in: (i) all securities and other property of the Borrower in the custody, possession or control of the Bank (other than property held by the Bank solely in a fiduciary capacity) and (ii) all balances of deposit accounts of the Borrower with the Bank. The Bank shall have the right at any time to apply its own debt or liability to the Borrower, or to any other party liable for payment of the Loans, in whole or partial payment of such Loans or other present or future liabilities, without any requirement of mutual maturity.

3.4 Cross Lien. Any of the Borrower's other property in which the Bank has a security interest to secure payment of any other debt, whether absolute, contingent direct or indirect, including the Borrower's guarantees of the debts of others, shall also secure payment of and be part of the Collateral for the Loans.

6.0 Guaranties. (check and complete if applicable)
Payment of the Loans shall be guaranteed by _____ by execution of the Bank's form of guaranty agreement. The liability of the guarantors, if more than one, shall be joint and several.

7.0 Subordination. (check and complete if applicable)
The Loans shall be supported by the subordination of debt in the amount of \$ _____ owing to _____ in number and by agreement satisfactory to the Bank.

8.0 Affirmative Covenants. So long as any debt remains outstanding from the Borrower to the Bank, the Borrower, and each of its subsidiaries, if any, will:

8.1 Insurance. Maintain insurance with financially sound and reputable insurers covering its properties and business against those casualties and contingencies and in the types and amounts as shall be in accordance with sound business and industry practices.

8.2 Existence. Maintain its existence and business operations as presently in effect in accordance with all applicable laws and regulations, pay its debts and obligations when due under normal terms, and pay on or before their due date, all taxes, assessments, fees and other governmental monetary obligations, except as they may be contested in good faith if they have been properly reflected on its books and, at the Bank's request, adequate funds or security has been pledged to insure payment.

8.3 Financial Records. Maintain proper books and records of account, in accordance with generally accepted accounting principles where applicable, and consistent with financial statements previously submitted to the Bank.

8.4 Collateral Audits. (complete if applicable) Permit the Bank or its agents to perform _____ audits of the Collateral. The Borrower shall compensate the Bank for such audits in accordance with the Bank's schedule of fees as may be amended from time to time. Whether or not this section has been completed, the Bank shall retain the right to inspect the Collateral and business records related to it at such times and at such intervals as the Bank may reasonably require.

8.5 Management. (complete if applicable) Maintain _____

8.6 Financial Reports. Furnish to the Bank whatever information, books and records the Bank may reasonably request, including at a minimum: (check and complete applicable clauses) If the Borrower has subsidiaries, all financial statements required will be provided on a consolidated and/or a separate basis.

A. Within _____ days after each _____ period, a balance sheet as of the end of that period and a statement of profit, loss and surplus from the beginning of that fiscal year to the end of that period, certified as correct by one of its authorized agents.

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B. Within 90 days after, and as of the end of ~~each~~ calendar fiscal year, a detailed financial statement, including a balance sheet and statement of profit, loss and surplus, compiled ~~(reviewed/audit)~~ by an independent certified public accountant of recognized standing.

C. Within 90 days after and as of the end of each calendar year, the signed personal financial statement of John (Jr) and Amy Wolzenbach

D. Within 5 days after filing, a signed copy of the annual tax return, with exhibits, of John and Amy Wolzenbach, Jr.

E. An Environmental Certificate on the Bank's form on and as of the date of this agreement and annually thereafter within 20 days after and as of each "Anniversary Date" (as defined in the Environmental Certificate)

F. _____

9.0 Negative Covenants

9.1 Definitions. As used in this agreement, the following terms shall have the following respective meanings:

A. "Subordinated Debt" shall mean debt subordinated to the Bank in manner and by agreement satisfactory to the Bank.
B. "Tangible Net Worth" shall mean total assets less intangible assets and total liabilities. Intangible assets include goodwill, patents, copyrights, mailing lists, catalogs, trademarks, bond discount and underwriting expenses, organization expenses, and all other intangibles.

9.2 Unless otherwise noted, the financial requirements set forth in this Section 9 shall be computed in accordance with generally accepted accounting principles applied on a basis consistent with financial statements previously submitted by the Borrower to the Bank.

9.3 Without the written consent of the Bank, so long as any debt remains outstanding from the Borrower to the Bank, the Borrower will not (check and complete applicable clauses - where appropriate, covenants shall apply on a consolidated basis)

A. Working Capital. Permit the difference between its current assets (less all sums owing from stockholders or partners, as the case may be, and from officers and directors) and current liabilities (plus all sums (other than Subordinated Debt) owing to stockholders or partners, as the case may be, and to officers and directors) to be less than \$_____. (Strike bracketed words if not applicable)

B. Tangible Net Worth (plus Subordinated Debt). Permit its Tangible Net Worth (plus Subordinated Debt) to be less than \$_____. (Strike bracketed words if not applicable)

C. Current Ratio. Permit the ratio of its current assets to its current liabilities to be less than _____ to 1.00

D. Total Ratio. Permit the ratio of its total liabilities to its tangible net worth (plus subordinated debt) to exceed _____ to 1.00 (Strike bracketed words if not applicable)

E. Dividends. Acquire or retire any of its shares of capital stock, or declare or pay dividends or make any other distributions upon any of its shares of capital stock, except dividends payable in its capital stock.

F. Sale of Shares. Issue, sell or otherwise dispose of any shares of its capital stock or other securities, or rights, warrants or options to purchase or acquire any such shares or securities.

G. Debt. Incur or permit to remain outstanding, debt for borrowed money or installment obligations, except debt reflected in the latest financial statement of the Borrower furnished to the Bank prior to execution of this agreement and not to be paid with proceeds of the Loans. For purposes of this covenant, the sale of any accounts receivable shall be deemed the incurring of debt for borrowed money.

H. Guaranties. Guarantee or otherwise become or remain secondarily liable on the undertaking of another, except for endorsement of drafts for deposit and collection in the ordinary course of business.

I. Liens. Create or permit to exist any lien on any of its property, real or personal, except existing liens known to the Bank, liens to the Bank; liens incurred in the ordinary course of business securing current nondefunct liabilities for taxes, worker's compensation, unemployment insurance, social security and pension liabilities, and liens for taxes being contested in good faith.

J. Advances and Investments. Purchase or acquire any securities of, or make any loans or advances to, or investments in, any person, firm or corporation, except obligations of the United States Government, open market commercial paper rated one of the top two ratings by a rating agency of recognized standing, or certificates of deposit or insured financial institutions.

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- K. Fixed Assets. Expend for, contract for, lease, rent, or otherwise acquire fixed assets, if the expense to the Borrower and all subsidiaries, if any, shall exceed \$_____ in the aggregate in any one fiscal year.
- L. Leases. Contract for or assume in any manner lease obligations if the aggregate of all payments shall exceed \$_____ in any one fiscal year.
- M. Compensation. Pay, or award compensation of any kind, in any one fiscal year to _____ exceeding \$_____.
- N. _____

10.0 Representation. If the Borrower is a corporation, it represents that it is a corporation duly organized, existing and in good standing under the laws of its state of incorporation, and that the execution and delivery of this agreement and the Notes, and the performance of the obligations they impose, are within its corporate powers, have been duly authorized by all necessary action of its board of directors and do not contravene the terms of its articles of incorporation or bylaws. If the Borrower is a general or limited partnership, it represents that it is duly organized and existing and that the execution and delivery of this agreement and the Notes, and the performance of the obligations they impose, do not conflict with any provision of its partnership agreement and have been duly authorized by all necessary action of its partners. Each Borrower represents that the execution and delivery of this agreement and the Notes, and the performance of the obligations they impose, do not violate any law and do not conflict with any agreement by which it is bound, and that no consent or approval of any governmental authority or any third party is required in connection with the execution or delivery of this agreement or the Notes, or the performance of the obligations they impose, and that this agreement and the Notes are valid and binding agreements, enforceable in accordance with their terms. Each Borrower further represents that all balance sheets, profit and loss statements, and other financial statements, if any, furnished to the Bank are accurate and fairly reflect the financial condition of the organization, and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates.

11.0 Acceleration/Default.

11.1 Events of Acceleration/Default. If any of the following events occurs

A. The Borrower or any guarantor of any of the Loans ("Guarantor") fails to pay when due any amount payable under the Loans or under any agreement or instrument evidencing debt to any creditor.

B. The Borrower or any Guarantor (a) fails to observe or perform any other term of this agreement or the Notes; or (b) makes any materially incorrect or misleading representation, warranty, or certificate to the Bank, or (c) makes any materially incorrect or misleading representation in any financial statement or other information delivered to the Bank; or (d) defaults under the terms of any agreement or instrument relating to any debt for borrowed money (other than the Loans) such that the creditor declares the debt due before its maturity.

C. The Borrower or any Guarantor defaults under the terms of any loan agreement, mortgage security agreement or any other document executed in connection with the Loans or any subsidiary of the Loans is revoked or becomes unenforceable in whole or in part, or any Guarantor fails to promptly perform under such a guaranty.

D. A "reportable event" (as defined in the Employee Retirement Income Security Act of 1974 as amended) occurs that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of the Borrower or any affiliate of the Borrower.

E. The Borrower or any Guarantor becomes insolvent or unable to pay its debts as they become due.

F. The Borrower or any Guarantor (a) makes an assignment for the benefit of creditors; (b) consents to the appointment of a custodian, receiver or trustee for a or a substantial part of its assets, or (c) commences any proceeding under any bankruptcy, reorganization, liquidation or similar laws of any jurisdiction.

G. A custodian, receiver or trustee is appointed for the Borrower or any Guarantor or for a substantial part of its assets, without the consent of the party against which the appointment is made and is not removed within 60 days after such appointment.

H. Proceedings are commenced against the Borrower or any Guarantor under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction, and such proceedings remain undismissed for 60 days after commencement, or the Borrower or Guarantor consents to the commencement of such proceedings.

I. Any judgment is entered against the Borrower or any Guarantor, or any attachment, levy or garnishment is issued against any property of the Borrower or any Guarantor.

J. The Borrower or any Guarantor dies.

K. The Borrower or any Guarantor, without the Bank's written consent, (a) is dissolved, (b) merges or consolidates with any third party, (c) leases, sells or otherwise conveys a material part of its assets or business outside the ordinary course of business, (d) leases, purchases, or otherwise acquires a material part of the assets of any other corporation or business entity, except in the ordinary course of business, or (e) agrees to or any of the foregoing notwithstanding the foregoing, any subsidiary may merge or consolidate with any other subsidiary, or with the Borrower, so long as the Borrower is the survivor.

L. The loan to value ratio of any pledged securities at any time exceeds the Bank's limit for securities of the type pledged and such excess continues for five (5) days after notice from the Bank to the Borrower.

M. There is a substantial change in the existing or prospective financial condition of the Borrower or any Guarantor which the Bank in good faith determines to be materially adverse, or

N. The Bank in good faith shall deem itself insecure.

then, whether or not the Bank has made demand, the Loans shall become due immediately, without notice, at the Bank's option.

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11.2 Remedies. If the Loans are not paid at maturity, whether by acceleration or otherwise, the Bank shall have all of the rights and remedies provided by any law or agreement. Any requirement of reasonable notice shall be met if the Bank sends the notice to the Borrower at least seven (7) days prior to the date of sale, disposition or other event giving rise to the required notice. The Bank is authorized to cause all or any part of the Collateral to be transferred to or registered in its name or in the name of any other person, firm or corporation, with or without designation of the capacity of such nominee. The Borrower shall be liable for any deficiency remaining after disposition of any Collateral. The Borrower is liable to the Bank for all reasonable costs and expenses of every kind incurred in the making or collection of the Loans, including, without limitation, reasonable attorneys' fees and court costs. These costs and expenses shall include, without limitation, any costs or expenses incurred by the Bank in any bankruptcy, reorganization, insolvency or other similar proceeding.

12.0 Miscellaneous.

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12.1 Notice from one party to another relating to this agreement shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, tele x number or facsimile number set forth under its name below by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid, with return receipt requested, (c) first class or express mail, postage prepaid, (d) Federal Express, Parolator Courier or like overnight courier service or (e) facsimile, telex or other wire transmission with request for assurance of receipt in a manner typical with respect to communication of that type. Notice made in accordance with this section shall be deemed delivered upon receipt if delivered by hand or wire transmission, 3 business days after mailing if mailed by first class, registered or certified mail or one business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier.

12.2 No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver. No single or partial exercise by the Bank of any right or remedy shall preclude any other future exercise of it or the exercise of any other right or remedy. No waiver or indulgence by the Bank of any default shall be effective unless in writing and signed by the Bank, nor shall a waiver on one occasion be construed as a bar to or waiver of that right on any future occasion.

12.3 This agreement, the Notes and any related loan documents embody the entire agreement and understanding between the Borrower and the Bank and supersede all prior agreements and understandings relating to their subject matter. If any one or more of the obligations of the Borrower under this agreement or the Notes shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining obligations of the Borrower shall not in any way be affected or impaired, and such validity, illegality or unenforceability in one jurisdiction shall not affect the validity, legality or enforceability of the obligations of the Borrower under this agreement or the Notes in any other jurisdiction.

12.4 The Borrower, if more than one, shall be jointly and severally liable.

12.5 This agreement is delivered in the State of Illinois and governed by Illinois law. This agreement is binding on the Borrower and its successors, and shall inure to the benefit of the Bank, its successors and assigns.

12.6 Section headings are for convenience of reference only and shall not affect the interpretation of this agreement.

13.0 Waiver of Jury Trial: The Bank and the Borrower, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this agreement or any related instrument or agreement or any of the transactions contemplated by this agreement or any course of conduct, dealing, statements (whether oral or written), or actions of either of them. Neither the Bank nor the Borrower shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Borrower except by a written instrument executed by both of them.

Executed by the parties on August 1, 1993

"BANK":

SBD Bank

BY:

Fredrick E. Thompson
Vice President

ADDRESS FOR NOTICES

8001 Lincoln Avenue

Skokie, Illinois 60077

Facsimile/Telex No

"BORROWER":

*Each individually and as Trustee under Amy H. Wulzenbach
"Loving Trust dated 8/16/90"

Amy Wulzenbach

Amy Wulzenbach

ADDRESS FOR NOTICES

222 W. Lincoln Ave. Skokie, IL 60077

630.433.55

Facsimile/Telex No

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