

95005425

Elizabeth P. Strand, Esq.
Boyarth, Shaw, Fairweather
& Geraldson
Suite 4200
55 East Monroe Street

North of North Avenue
and East of Throop Street

Address of Premises:

14-32-311-007

This instrument prepared by and
to be returned after recording
to:

Permanent Tax Index Number:

(v) Indemnity Agreement dated as of October 1, 1991, from the Mortgagee, the Original Borrowers and Anderson to the Bank; and

(1v) Assignment of Rents and Leases dated as of October 1, 1992, from the Mortgagee to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 30, 1992, as Document No. 92060022;

(111) Mortgage and Security Agreement dated as of October 1, 1991, from the Mortgagee to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 30, 1992, as Document No. 92060021;

(11) Secured Note dated as of October 1, 1991 (the "Note"), from the Original Borrowers and Anderson to the Bank in the principal amount of \$500,000;

(1) Line of Credit Letter dated as of October 1, 1991 (the "Letter Agreement") from the Bank to the Original Borrowers and Anderson;

(1) "Letter Agreement" from the Bank to the Original Borrowers and Anderson, the Original Borrowers, Daniel G. Anderson ("Anderson"), the Mortgagee and the Bank heretofore entered into the following documents (collectively, the "Documents"):

M I T N E S S E S :

THIS THIRD MODIFICATION AGREEMENT dated as of November 15, 1994, by and between DENNIS J. HIRMAN, JOHN E. SHAFER and RICHARD E. HULINA ("Hulina"), THE THROOP GROUP LIMITED PARTNERSHIP, an Illinois limited partnership (the "Mortgagee") and LEBALTE NATIONAL BANK, a national banking association (the "Bank")

THIRD MODIFICATION AGREEMENT

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COOK COUNTY, ILLINOIS

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Section 2. Extension of Maturity Date. The maturity date of the line of credit which is evidenced and secured by the Documents (the "Line"), is hereby extended from October 31, 1994, to December 30, 1994, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "October 31, 1994" is

Section 1. Recitals Part of Agreement. References to Documents. The foregoing recitals are hereby incorporated into and made a part of this Agreement. Except as otherwise stated herein, all references in this Agreement to any one or more of the Documents shall be deemed to include the previous modifications and amendments to the Documents provided for in the previous modifications, whether or not express reference is made to such previous modifications and amendments.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as previously modified and amended by the previous modifications, as more fully provided for herein;

WHEREAS, the Documents, as modified and amended by the previous modifications, encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, the Documents were previously modified and amended by the Modification Agreement dated as of October 1, 1992 (the "First Modification") by and among the Original Borrowers, Anderson, the Mortgagee and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 19, 1992, as Document No. 92868166, and by the Second Modification Agreement dated as of October 31, 1993 (the "Second Modification"), by and among the Original Borrowers, Hullins, the Mortgagee and the Bank, recorded in the Office of said Recorder of Deeds on December 7, 1993, as Document No. 93999539 (the First Modification and the Second Modification being sometimes referred to herein collectively as the "Previous Modifications"); and

(v) Security Agreement (Partnership Interests) dated as of October 1, 1991, from the Original Borrowers and Anderson to the Bank; and

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Section 5. Documents to Remain in Effect. Confirmation of Optional Retention. The documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the previous modifications and as expressly modified and amended herein. The Original Borrowers, Mullins and the Mortgagee hereby (1) confirm and reaffirm all of their obligations under the documents, as previously modified and amended by the previous modifications and as modified and amended herein; (11) acknowledge and agree that the Bank, by entering into this agreement, does not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (111) acknowledge and agree that the Bank has not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; or any rights or remedies under any of the Documents;

Section 4. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.

Section 3. (b) The Documents are hereby modified and amended to the extent necessary to incorporate the foregoing provisions of this

Section 3. Expiry Date of Letters of Credit. (a) Notwithstanding any provision of the Documents to the contrary, the Bank agrees that it shall be permissible for the expiry date of any Letter of Credit (as defined in the Letter Agreement) issued under the Line to be a date which is up to 90 days subsequent to the December 30, 1994, maturity date of the Line. In the event any such Letter of Credit has an expiry date subsequent to the maturity date of the Line, the parties agree that any amount drawn under any such Letter of Credit after the December 30, 1994, maturity date of the Line shall be deemed an amount outstanding under the Note and shall be immediately due and payable pursuant to the terms of the Note at the default rate of interest specified in the Note. The Bank shall have no obligation to release its security interest in any collateral securing the Line until such time as all amounts outstanding under the Line, including amounts drawn under any Letter of Credit, have been repaid to the Bank and each Letter of Credit issued under the Line is returned to the Bank or has expired.

hereby changed to "December 30, 1994" each time it appears in the Documents.

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and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents, as previously modified and amended by the previous Modifications and as modified and amended herein. In addition, the Original Borrowers and Hultins hereby acknowledge and agree that their respective obligations under the Documents shall continue in full force and effect notwithstanding the fact that, pursuant to the provisions of the second Modification, Anderson was previously released from liability under the Letter Agreement and the Note. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified and amended by the previous Modifications and as modified and amended by this Agreement.

Section 5. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Original Borrowers, Hultins and the Mortgagee hereby certify, represent and warrant to the Bank that all certifications, representations and warranties contained in the Documents and in all certifications heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 7. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 8. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 9. Governing Law. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

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Richard S. Hulins
[Signature]

H. Thomas Collins, Jr.
[Signature]

John S. Shaffer
[Signature]

Debra J. Hoffman
[Signature]

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

Section 13. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 12. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

Section 11. Construction.

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Property of Cook County Clerk's Office

By [Signature] Date: 11/15/11
LASALLE NATIONAL BANK

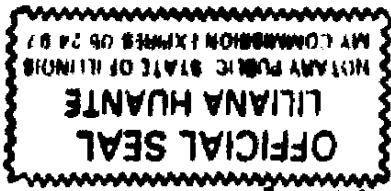
By [Signature]
E. Thomas Collins, Jr., General Partner

By [Signature]
John E. Shaffer, General Partner

By [Signature]
Dennis J. Hefman, General Partner

THE TRICOP GROUP LIMITED PARTNERSHIP

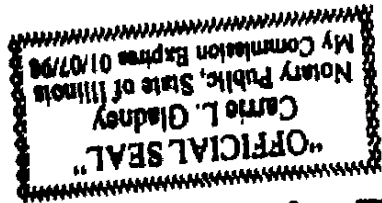
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Notary Public

Liliana Huante
The foregoing instrument was acknowledged before me this day of November, 1994, by Lisa J. Cunningham, Vice President, of Laballe National Bank, a national banking association, on behalf of the association.

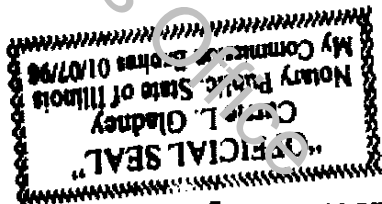
STATE OF ILLINOIS)
COUNTY OF COOK) SS



Notary Public

Carrie L. Gladney
The foregoing instrument was acknowledged before me this day of November, 1994, by Richard E. Hulins.

STATE OF ILLINOIS)
COUNTY OF COOK) SS



Notary Public

Carrie L. Gladney
The foregoing instrument was acknowledged before me this day of November, 1994, by Dennis J. Hittman, John E. Shaffer and E. Thomas Collins, Jr., individually and as all of the general partners on behalf of The Troop Group Limited Partnership, an Illinois limited partnership.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

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BASEMENT FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 10, 1988 AND KNOWN AS TRUST NUMBER 106192-03 TO THE CITY OF CHICAGO DATED JANUARY 25, 1991 AND RECORDED JANUARY 31, 1991 AS DOCUMENT 91047847 FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THOSE PORTIONS OF EXHIBIT A ATTACHED HERETO, REASONABLY REQUIRED BY THE GRANTEE TO PROVIDE ACCESS WITH A MINIMUM WIDTH OF 25 FEET FOR MOTOR VEHICLE AND PEDESTRIAN TRAFFIC TO AND FROM PARCEL 1 AND THE PUBLIC ROADWAY COMMONLY KNOWN AS NORTH THROOP STREET IN COOK COUNTY, ILLINOIS.

PARCEL 2:

COUNTY, ILLINOIS.
FEET TO THE HERINA ABOVE DESIGNATED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.
MINUTES, 31 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 372.60 DEGREES, 37 MINUTES, 31 SECONDS EAST; THENCE SOUTH 62 DEGREES, 37 HERINA ABOVE DESIGNATED POINT OF BEGINNING AND BEARING NORTH 62 LINE, TO A POINT OF INTERSECTION WITH A LINE PASSING THROUGH THE CHICAGO RIVER, THENCE SOUTHERLY AND EASTERLY ALONG SAID DOCK POINT ON THE WESTERLY DOCK LINE OF THE NORTH BRANCH OF THE NORTH 18 DEGREES, 19 MINUTES, 57 SECONDS EAST, 324.53 FEET TO A 27 DEGREES, 25 MINUTES, 36 SECONDS WEST, 110.00 FEET; THENCE 62 DEGREES, 35 MINUTES, 30 SECONDS EAST, 13.68 FEET; THENCE NORTH 27 DEGREES, 24 MINUTES, 20 SECONDS WEST, 9.65 FEET; THENCE NORTH DEGREES, 38 MINUTES, 53 SECONDS EAST, 170.29 FEET; THENCE NORTH 62 DEGREES, 30 MINUTES, 24 SECONDS WEST, 96.19 FEET; THENCE NORTH 27 BEGINNING OF THE FOLLOWING DESCRIBED TRACT; THENCE NORTH 27 SECONDS EAST, 66.29 FEET; TO THE HERINAFTER DESIGNATED POINT OF EAST, 267.30 FEET; THENCE SOUTH 27 DEGREES, 30 MINUTES, 24 1 AFORESAID; THENCE NORTH 62 DEGREES, 38 MINUTES, 53 SECONDS BEING ALSO THE EASTERLY LINE OF NORTH THROOP STREET, SAID POINT COMMENTING AT A POINT ON THE WESTERLY LINE OF BLOCK 1 AFORESAID, THAT PART OF BLOCK 1 IN ILLINOIS STREET COMPANY'S NORTH WORKS ADDITION TO CHICAGO IN THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL 1:

LEGAL DESCRIPTION

EXHIBIT A