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NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

AGREEMENT made as of the 1st day of November, 1994, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated August 1, 1985 and known as Trust Number 65260, a corporation duly organized and existing as a national banking association under the laws of the United States of America, having an office at 33 North LaSalle Street, Chicago, Illinois ("Borrower") and BANK LEUMI TRUST COMPANY OF NEW YORK, a New York banking corporation having an office at 579 Fifth Avenue, New York, New York ("Bank").

DEPT-01 RECORDING \$45.50

W I T N E S S E T H:

WHEREAS:

T49999 TRAN 6817 01/17/95 14:59:00
 4275 DW 4-95-037256
 COOK COUNTY RECORDER

(A) The Borrower is indebted to the Bank pursuant to that certain \$1,400,000 Mortgage Note, dated December 22, 1987, made by the Borrower to the Bank, as modified by Note and Mortgage Modification Agreements dated as of June 1, 1991, as of May 1, 1993 and as of September 1, 1993, (collectively, "Note").

(B) The Note is secured by that certain \$1,400,000 mortgage, dated December 22, 1987, made by the Borrower to the Bank recorded on December 23, 1987 in the real estate records of Cook County, Illinois as Document Number 87673232, as

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First American Title Order # ACCO.

4/5/95

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modified by Note and Mortgage Modification Agreements dated as of June 1, 1991, as of May 1, 1993 and as of September 1, 1993, (collectively, "Mortgage") encumbering premises bounded and described on Exhibit A annexed hereto ("Premises").

(C) The Borrower has requested that the Bank modify the terms of payment of the Note and the Mortgage and the Bank has agreed to do so subject to and in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto hereby agree as follows:

1. The time for payment of the principal sum evidenced by the Note and secured by the Mortgage is hereby extended to January 5, 1996, provided that the Borrower shall continue to comply with all the terms, covenants and conditions of the Note and the Mortgage, as modified hereby. Accordingly, on January 5, 1996, the entire principal balance of the Note and Mortgage, and accrued interest thereon, shall be due and payable. (All references hereinafter to the Note or to the Mortgage shall be deemed to refer to the Note and the Mortgage as modified by this Agreement.)

2. The Note shall continue to bear interest at a rate per annum of one (1%) percent above the rate of interest designated by the Bank, and in effect from time to time, as its Reference Rate ("Reference Rate"), adjusted when the

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Reference Rate changes. Notwithstanding the foregoing, in no event at any time shall the Note bear interest at a rate in excess of the maximum rate of interest permitted to be charged to the Borrower under applicable law. Such interest shall be computed on the basis of a 360-day year for the actual number of days elapsed and shall be payable on the first day of December, 1994 and on the first day of each and every month thereafter until the entire principal balance of the Note and Mortgage, and accrued interest thereon, is paid in full. The Borrower acknowledges that the Reference Rate may not necessarily represent the lowest rate of interest charged by the Bank to customers. As of the date hereof (i.e. - November 1, 1994), the Reference Rate is eight and one-half (8-1/2%) percent per annum.

3. From and after the maturity of the Note and Mortgage, whether by acceleration or otherwise, the Note shall bear interest at the default rate set forth in Article 4 of the Mortgage.

4. In addition to the monthly interest payments provided for in the Note, the Borrower shall make the following monthly principal amortization payments:

(a) \$5,000.00 on the first day of December, 1994 and on the first day of each and every month thereafter through and including the first day of May 1995; and

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(b) \$10,000 on the first day of June, 1995 and on the first day of each and every month thereafter until January 5, 1996, when the entire outstanding principal balance of the Note and Mortgage, and accrued interest thereon, shall be due and payable.

5. (a) The Borrower shall have the option ("Option") to extend the maturity of the Note and Mortgage to January 5, 1997 subject to the following terms and conditions:

(i) The Borrower shall notify the Bank of the exercise of the Option by written notice ("Notice") given not later than December 1, 1995 (time being of the essence).

(ii) The Notice shall be accompanied by a check payable to the Bank in the amount of \$5,000.00 as an extension fee.

(iii) The Borrower shall not be in default under the Note or Mortgage upon the giving of the Notice and on January 5, 1996.

(b) In the event the Borrower effectively exercises the Option, then from and after January 5, 1996 the Borrower shall continue to make the monthly interest payments provided for in Article 2 of this Agreement and shall make the following principal amortization payments:

(a) \$10,000.00 on the first day of February, 1996 and on the first day of each and every month thereafter through and including the first day of May 1996; and

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(b) \$15,000.00 on the first day of June, 1996 and on the first day of each and every month thereafter until January 5, 1997, when the entire outstanding principal balance of the Note and Mortgage, and accrued interest thereon, shall be due and payable.

(c) The exercise of the Option shall not relieve the Borrower of the consequences of any then existing or thereafter arising default under the Note or Mortgage.

6. In consideration of the Bank's extension of the maturity of the Note and Mortgage, the Borrower shall pay to the Bank simultaneously herewith a loan extension fee of \$5,000.00.

7. The Borrower acknowledges that the principal sum of \$1,042,500.00 is currently outstanding under the Note and the Mortgage, together with accrued interest thereon, and that there are no offsets, defenses or counterclaims to the Note or to the Mortgage.

8. Except as expressly modified in this Agreement, the terms, covenants and conditions of the Note and the Mortgage shall remain in full force and effect in accordance with their respective terms.

9. This Agreement may not be modified or terminated orally and shall be binding upon and inure to the benefit of the Borrower and the Bank and their respective heirs, successors and assigns.

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10. This Agreement is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago hereby warrants that it possesses full power and authority to execute this Agreement), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said American National Bank and Trust Company of Chicago personally to pay the Note, as modified hereby, or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as the said American National Bank and Trust Company of Chicago personally is concerned, the legal holder or holders of the Note, as modified hereby, and the owner or owners of any indebtedness accruing thereunder shall look solely to the Premises for the payment thereof by the enforcement of the lien created by the Mortgage, as modified hereby, in the manner therein and in the Note, as modified hereby, provided or by action to enforce the personal liability of any guarantor of the indebtedness evidenced by

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Note, as modified hereby, or by exercising its rights under the Assignment (as defined in the Mortgage).


IN WITNESS WHEREOF, the Borrower and the Bank have duly executed this Agreement as of the day and year first above written.

AMERICAN NATIONAL BANK
AND TRUST COMPANY

ATTEST:

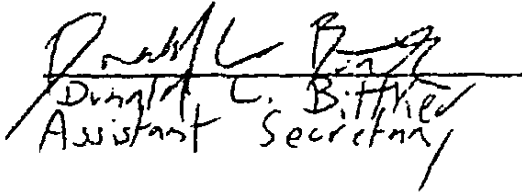

ASSISTANT SECRETARY

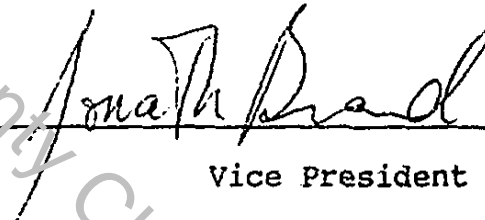


By: 
Vice President

BANK LEUMI TRUST COMPANY
OF NEW YORK

ATTEST:


Douglas L. Bittner
Assistant Secretary

By: 
Vice President

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BENEFICIARY'S CONSENT

The undersigned, the beneficiary under Trust Number 65260 in favor of American National Bank Trust Company of Chicago, as Trustee, hereby consents to the foregoing and acknowledges that the Note and Mortgage, as modified by the foregoing Agreement, are in full force and effect in accordance with their respective terms and no offsets, defenses or counterclaims exist in connection therewith.

DICKINSON ASSOCIATES

By: _____

General Partner

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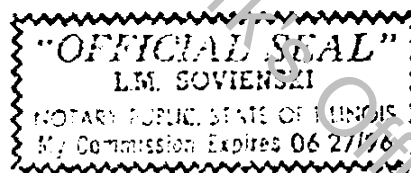
STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

I, L. M. SOVIENSKI, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that P. JOHANSEN, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and L. Michael Whelan, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21st day of December, 1994.

L. M. Soviencki

Notary Public



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STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

I, Cynthia Lumming Webster, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Jonathan Brand, Vice President of BANK LEUMI TRUST COMPANY OF NEW YORK, and David L. Bittker, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 11th day of December, 1994.

CYNTHIA LUMMING WEBSTER
Notary Public, State of New York
No. 24765182
Qualified in Kings County
Commission Expires 9/26/96

Cynthia Lumming Webster
Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this ___ day of December, 1994 by _____, partner, on behalf of DICKINSON ASSOCIATES, a partnership.

Notary Public

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EXHIBIT "A"

ATTACHED TO AND MADE A PART OF COMMITMENT NO. CN:9097JL:

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH; THENCE WEST ALONG THE NORTH LINE OF SAID WEST 35TH STREET 1126.76 FEET FOR A POINT OF BEGINNING; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID WEST 35TH STREET, 250 FEET; THENCE IN A NORTHEASTERLY DIRECTION FORMING AN ANGLE OF 56 DEGREES 06 MINUTES 50 SECONDS DEFLECTING TO THE RIGHT WITH THE LAST DESCRIBED LINE, 54.15 FEET; THENCE NORTH ALONG A LINE FORMING AN ANGLE OF 56 DEGREES 06 MINUTES 50 SECONDS DEFLECTING TO THE LEFT WITH THE LAST DESCRIBED LINE, 106 FEET; THENCE WEST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 23 FEET, THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 94 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 56 MINUTES 10 SECONDS WITH THE LAST DESCRIBED LINE, MEASURED FROM SOUTH TO WEST, 127.97 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 368.50 FEET TO THE SOUTHERLY LINE OF THE SOUTHERLY CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF THE SOUTHERLY CANAL RESERVE OF ILLINOIS AND MICHIGAN CANAL TO ITS INTERSECTION WITH THE EAST LINE OF SOUTH CALIFORNIA AVENUE, BEING 33 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 36; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST 1/4, 170 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4, 625.32 FEET TO THE NORTH LINE OF WEST 35TH STREET AFORESAID, BEING 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 36; THENCE EAST ALONG THE NORTH LINE OF WEST 35TH STREET, 504.86 FEET TO THE POINT OF BEGINNING, PART OF WHICH IS NOW KNOWN AS LOTS 1 AND 3 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL EASEMENT FOR INGRESS AND EGRESS FOR ROADWAY PURPOSES FOR THE BENEFIT OF PARCEL 1, CREATED BY GRANT OF EASEMENT FROM CORNER REALTY COMPANY, INC., A CORPORATION OF ILLINOIS TO MIDWEST INDUSTRIAL PROPERTIES COMPANY, A LIMITED PARTNERSHIP OF NEW YORK BY THE INSTRUMENT DATED DECEMBER 10, 1957 AND RECORDED MARCH 13, 1958 AS DOCUMENT 17154966 OVER A PARCEL OF LAND SHOWN AS "EASEMENT 1" ON THE PLAT ATTACHED TO THE AFORESAID INSTRUMENT AND

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EXHIBIT A PAGE 2

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MADE A PART THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE SOUTHERLY CANAL RESERVE OF ILLINOIS AND MICHIGAN CANAL AND THE EAST LINE OF SOUTH CALIFORNIA AVENUE (BEING A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTH EAST QUARTER OF SAID SECTION 36); THENCE SOUTH ALONG THE EAST LINE OF SOUTH CALIFORNIA AVENUE, A DISTANCE OF 26.93 FEET; THENCE NORTH EASTERLY ALONG A LINE 25 FEET SOUTH EASTERLY OF (MEASURED AT ANGLES TO) AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SOUTHERLY CANAL RESERVE TO ITS INTERSECTION WITH A LINE 625.32 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 35TH STREET (BEING A LINE 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH EAST QUARTER OF SAID SECTION 36); THENCE WEST ALONG SAID LAST MENTIONED PARALLEL LINE TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

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NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

between

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS
TRUSTEE,

and

BANK LEUMI TRUST COMPANY OF NEW YORK

Premises: 2750 West 35th Street
Chicago, Illinois

Tax ID No's:

RECORD AND RETURN TO:

Marvin J. Fortgang, Esq.
Warshaw Burstein Cohen Schlesinger & Kuh
555 Fifth Avenue
New York, New York 10017

TAX# 16-36-200-039/034/032

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