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This Instrument Prepared by And
After Recording Please Return To:

David P. DeYoe
McDermott, Will & Emery
227 West Monroe Street
Chicago, Illinois 60606

- . DEPT-01 RECORDING \$41.00
- . T#0012 TRAN 2138 01/31/95 11:17:00
- . #2694 # SK #-95-070119
- . COOK COUNTY RECORDER
- . DEPT-01 RECORDING \$41.00
- . T#0012 TRAN 2399 02/09/95 14:09:00
- . #6517 # JJ #-95-098979

MODIFICATION OF MORTGAGE
 FIXTURE FILING AND SECURITY AGREEMENT
 WITH ASSIGNMENT OF CASH COLLATERAL

This Modification of Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral (the "Modification") is entered into as of the 30th day of December, 1994, by LaSalle National Trust, N.A., ~~formerly known as LaSalle National Bank~~, not personally or individually, but as Trustee under Trust Agreement dated June 3, 1987, and known as Trust No. 112357 ("Mortgagor"), and KFC Portfolio Corp. ("Mortgagee").

WITNESSETH:

WHEREAS, on or about September 22, 1988, Mortgagor executed and delivered that certain Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral (the "Mortgage") to Kemper Investors Life Insurance Company ("Kemper"), which Original Mortgage was recorded by the Recorder of Deeds of Cook County, Illinois (the "Recorder") on September 23, 1988, as Document No. 88437191. The Original Mortgage was modified by that certain Modification Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral 1992 Modification dated as of May 8, 1992, which Modification was recorded by the Recorder on May 14, 1992 as Document 92333830 (the Original Mortgage, 1992 Modification, and all other modifications and amendments to or affecting the Original Mortgage are collectively referred to herein as the "Mortgage"). The Mortgage grants and conveys a security interest in favor of Kemper in certain real property in Arlington Heights, Illinois which is described in Exhibit A to the Mortgage. Kemper assigned its interest in the Mortgage to Mortgagee pursuant to that certain Assignment of Mortgage dated as of the 30th day of December, 1994 and recorded by the Recorder on JANUARY 30, 1995 as document No. 95069728. The lien of the Mortgage has been released as to certain

2 BE 81A DZ
 ADD 4840 DZ
 BEING RECORDED TO SUBJECT DATE AND DOCUMENT NUMBER

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December 30, 1994

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parcels of the real property described in Exhibit A to the Mortgage, and currently only the real property described in Exhibit A to this Modification is encumbered by the line of the Mortgage (the "Real Estate"). The Mortgage was given by Mortgagor to Kemper to evidence and secure a loan made by Kemper to Hoffman Homes, Inc., a Delaware corporation ("Hoffman"), in the original principal amount of \$6,300,000 (the "Loan"). The Loan is evidenced by a Promissory Note dated September 22, 1988, made by Mortgagor and Hoffman payable to the order of Mortgagee in the stated principal amount of \$6,300,000 (the "Original Note");

WHEREAS, the Original Note and Mortgage were amended and modified pursuant to the terms and conditions of that certain First Amendment and Modification of Loan Agreement, Note, Mortgages and other Loan Documents by and among Trustee, Hoffman and Mortgagee dated October 15, 1991, and the Mortgage was expressly amended by that certain First Amendment to Mortgage dated as of October 15, 1991, recorded by the Recorder on November 13, 1991 as Document No. R91-151877 (the "First Amendment");

WHEREAS, at the time it executed the Original Mortgage the Mortgagor was a subsidiary corporation of The Hassinger Companies, Inc., an Illinois corporation ("Hassinger Cos.") but Mortgagor, Hassinger Cos., and other affiliated entities recently merged with Mortgagor being the surviving corporation following the mergers;

WHEREAS, Mortgagor and Mortgagee have contemporaneously with the execution of this Modification, executed that certain Exchange Agreement (the "Exchange Agreement") pursuant to which Mortgagee agreed to accept a new promissory note in the amount of \$5,200,000.00 and with a maturity date of December 31, 1995 (the "1994 Note"), and certain common stock of Mortgagor in exchange for the Existing Note (as defined in the Exchange Agreement), including the New Notes (as defined in the 1992 Modification), which New Notes were issued in replacement of the Original Note and certain other indebtedness of Mortgagor and to evidence a new loan to Mortgagor, all as more particularly set forth in the First Modification. Mortgagor acknowledges that the New Notes are unpaid and that Mortgagor is in default thereunder and that the 1994 Note is being executed and delivered in consideration for, among other things, the restructuring of the repayment terms of the New Notes;

WHEREAS, in accordance with the Exchange Agreement, all properties, rights and interests heretofore conveyed, mortgaged, assigned, granted or pledged by Mortgagor as collateral security for all or any portion of the debt to Mortgagee which is being restructured and is evidenced by the 1994 Note (including, without limitation, the Mortgage), are intended to continue to secure the debt and shall constitute security for the indebtedness evidenced by the 1994 Note;

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WHEREAS, Mortgagor and Mortgagee desire to modify and amend the Mortgage in accordance with the terms of the Exchange Agreement, to provide, among other things, that the Mortgage shall continue to secure the 1994 Note; and

WHEREAS, the execution and delivery of this Modification by Mortgagor to Mortgagee is a condition precedent to Mortgagee's agreement to enter into the Exchange Agreement and to accept the 1994 Note in replacement for the Existing Notes.

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

1. Unless otherwise defined herein to the contrary, all defined terms in this Modification shall have the respective meanings ascribed to them in the Mortgage.

2. The Mortgage is hereby amended and modified as of the date hereof as follows:

(a) The definitions of "Loan Agreement" and "Note" in Section 1.1 of the Mortgage are hereby deleted and the following definitions for such terms are substituted in lieu thereof:

(i) "Loan Agreement" - that certain Loan Agreement dated as of September 22, 1988, by and among Mortgagor, Trustee and Mortgagee, as modified and amended by that certain First Amendment and Modification of Loan Agreement, Note, Mortgages and Other Loan Documents dated as of October 15, 1991, by and among Mortgagor, Trustee and Mortgagee, as further modified and amended by that certain Second Amendment and Modification of Loan Agreement, Note, Mortgages and Other Loan Documents dated as of May 8, 1992, by and among Mortgagor, Trustee and Mortgagee, that certain Restructuring Agreement by and among The Hassinger Companies, Inc. and its subsidiaries, and Mortgagee, dated as of May 8, 1992, and the Exchange Agreement; and

(ii) "Note" - that certain Promissory Note dated December 30, 1994 made by Mortgagor, payable to the order of Mortgagee in the stated principal amount of \$5,200,000.00, and any and all amendments,

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modifications, renewals, supplements and replacements thereof.

(b) Section 1.1(y) of the Mortgage is hereby amended to provide that the total principal portion of the indebtedness secured by the Mortgage shall not exceed \$5,200,000.00.

(c) The following is hereby added as Section 1.1(ad) of the Mortgage:

"(ad) Exchange Agreement: That certain Exchange Agreement dated December 30, 1994 by and between Mortgagor and Mortgagee."

(d) The following is hereby added as Section 8.1 (s) of the Mortgage:

"(s) Default under Exchange Agreement: If any Event of Default shall occur under the Exchange Agreement."

(e) The following is hereby substituted as Section 8.9 of the Mortgage:

"8.9 Remedies under Security Documents. Mortgagor hereby acknowledges and agrees that the Note is secured by those certain existing security documents listed on Schedule II to the Exchange Agreement (including, without limitation, the Mortgage) and certain Additional Collateral Documents (as defined in the Restructuring Agreement) [collectively, the "Security Documents"]. The Security Documents encumber certain properties, rights and interest of the Mortgagor in the State of Illinois. Each and all of the properties, rights and interests now or at any time hereafter conveyed, mortgaged, assigned, granted or pledged pursuant to the Security Documents are intended to and shall constitute security for the indebtedness evidenced by the 1994 Note without allocation of any one or more of the properties, rights or interests or portions thereof to any portion of the indebtedness less than the whole amount thereof. It is specifically covenanted and agreed that the Mortgagee may proceed, at the same or at different times, to foreclose or otherwise realize upon and exercise its rights and remedies under the Security Documents, or any of them, by any proceedings appropriate in the State of Illinois, and that no event of enforcement taking place in any state (including, without limiting the generality of the

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foregoing, any pending foreclosure, judgment or decree of foreclosure, foreclosure sale, rents received, set-off, possession taken, deficiency judgment or decree, or judgment taken on the 1994 Note or any part or all of the indebtedness evidenced by the 1994 Note) shall in any wise stay, preclude or bar enforcement of the Security Documents, or any of them, in any other state, and that the Mortgagee may pursuant any or all of its rights and remedies to the maximum extent permitted by law until all the indebtedness now or hereafter secured by any or all of the Security Documents has been paid and discharged in full."

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

3. Mortgagor hereby acknowledges and agrees that the Mortgage remains in full force and effect, as modified by this Modification. In the event of any conflict between the provisions of the Mortgage and this Modification, this Modification shall be controlling.

4. This Modification may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement of the parties.

5. This Modification is executed by LaSalle National Trust, N.A., not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the part of said Trustee personally to pay the indebtedness evidenced by the New Notes or any interest that may accrue thereon, or to perform any covenant, whether express or implied, therein or herein contained, all such personal liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right hereunder, and that so far as said Trustee is personally concerned, the legal holder or holders of the New Notes and the owner or owners of any indebtedness accruing thereunder or hereunder shall look to the property encumbered by the Mortgage or any other collateral securing the New Notes for the payment thereof.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Modification to Mortgage, Fixture Filing and Security Agreement with

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Assignment of Cash Collateral as of the day and year first above written.

MORTGAGOR:

LaSalle National Trust, N.A., not individually but solely as Trustee as aforesaid

By: Rosemary Collins

Title: Rosemary Collins

Assistant Vice President

Attest: Nancy A. Stack

Title: SECRETARY

NANCY A. STACK

MORTGAGEE:

KFC Portfolio Corp.

By: John A. Neal

Its: President

By: [Signature]

Its: Auth. Signatory

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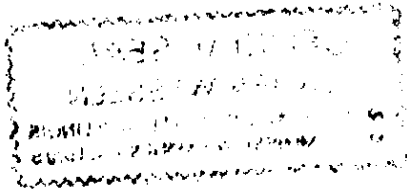
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

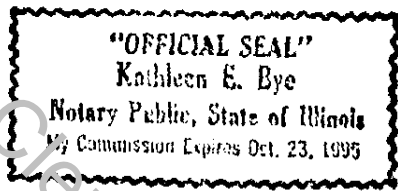
I, KATHLEEN E. BYE, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Rosemary Collins, Assistant Vice President of LA SALLE NATIONAL TRUST, N.A., and NANCY A. STACK, Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person 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 bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my name and notarial seal this 26th day of January, 1995

Kathleen E. Bye
NOTARY PUBLIC

My Commission Expires: 10-23-95

Form XX0135



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EXHIBIT A

Legal Description

THAT PART OF LOT 5 IN GEORGE KIRCHOFF ESTATE SUBDIVISION OF PARTS OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTIONS 7 AND 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF SAID SECTION 7 THAT IS DISTANT 17.82 FEET NORTH OF THE SOUTH WEST CORNER OF SAID SECTION 7 AND THE SOUTH WEST CORNER OF SAID LOT 5, SAID POINT BEING THE NORTH EAST CORNER OF SAID SECTION 15; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 7, BEING ALSO THE WEST LINE OF SAID LOT 5, FOR A DISTANCE OF 1,649.08 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF RAND ROAD AS THE SAME IS NOW LOCATED AND ESTABLISHED; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF RAND ROAD FOR A DISTANCE OF 265.92 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 28.28 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID CENTER LINE OF RAND ROAD FROM A POINT THEREON THAT IS DISTANT 298.00 FEET SOUTHEASTERLY OF THE WEST LINE OF SAID SECTION 7 (AS MEASURED ALONG SAID CENTER LINE), SAID POINT ON THE PERPENDICULAR LINE BEING DISTANT 70.00 FEET SOUTHWESTERLY OF SAID CENTER LINE OF RAND ROAD (AS MEASURED ALONG SAID PERPENDICULAR LINE); THENCE SOUTHWESTERLY ALONG SAID LINE DRAWN PERPENDICULAR TO THE CENTER LINE OF RAND ROAD, FOR A DISTANCE OF 83.02 FEET TO A POINT THAT IS DISTANT 96.00 FEET EAST OF THE WEST LINE OF SAID SECTION 7, AS MEASURED PERPENDICULAR TO SAID WEST LINE FROM A POINT THEREON THAT IS 320.94 FEET SOUTH OF SAID CENTER LINE OF RAND ROAD; THENCE SOUTH ALONG A LINE PARALLEL TO AND 96.00 FEET EAST OF THE WEST LINE OF SAID SECTION 7 FOR A DISTANCE OF 195.06 FEET; THENCE SOUTH 04 DEGREES, 19 MINUTES, 11 SECONDS WEST, 6.94 FEET TO A POINT FOR A PLACE OF BEGINNING, A SOUTHERLY EXTENSION OF SAID LAST DESCRIBED LINE BEARING SOUTH 04 DEGREES, 19 MINUTES, 11 SECONDS WEST IS DRAWN THROUGH A POINT 669.21 FEET NORTH AND 55.00 FEET EAST OF THE NORTH EAST CORNER OF SAID SECTION 13, AS MEASURED ALONG THE WEST LINE OF SAID SECTION 7 AND ALONG A LINE AT RIGHT ANGLES THERETO, SAID PLACE OF BEGINNING BEING ON A SOUTHEASTERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. 87L50249 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE CONTINUING ALONG THE AFOREDESCRIBED LINE BEARING SOUTH 04 DEGREES, 19 MINUTES, 11 SECONDS WEST, 326.32 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF WOODS DRIVE (FORMERLY RANDHAVEN LANE) ACCORDING TO THE PLAT OF DEDICATION RECORDED JULY 30, 1974 AS DOCUMENT NO. 22797785; THENCE SOUTH 85 DEGREES, 40 MINUTES, 49 SECONDS EAST ALONG SAID NORTHERLY LINE OF WOODS DRIVE, 8.63 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. 87L50249 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THE FOLLOWING TWO COURSES ARE ALONG THE NORTHERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. 87L50249, AFORESAID; THENCE NORTH 81 DEGREES, 05 MINUTES, 37 SECONDS EAST, 122.37 FEET; THENCE NORTH 66 DEGREES, 08 MINUTES, 30 SECONDS EAST, 405.01 FEET; TO AN

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INTERSECTION WITH THE SOUTHWESTERLY LINE OF RAND ROAD AS WIDENED BY INSTRUMENT RECORDED DECEMBER 10, 1940 AS DOCUMENT NO. 12592033; THENCE NORTH 43 DEGREES, 54 MINUTES, 03 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD AS WIDENED, 458.87 FEET TO THE SOUTHEASTERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. 87L50249 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE SOUTH 39 DEGREES, 59 MINUTES, 19 SECONDS WEST ALONG SAID LAST DESCRIBED SOUTHEASTERLY LINE, 244.53 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 03-07-501-003 TO 005

Address: Wilke and Rand, Arlington Heights, Illinois

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