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#2367 # DC #-96-522898  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

MODIFICATION AGREEMENT

RE: CC86102

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1/1/2018

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05-28-96

(1)

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of May 31, 1996, by and among LASALLE NATIONAL TRUST, N.A., a national banking association, as Trustee under a Trust Agreement dated August 1, 1995, and known as Trust No. 119730 (the "Mortgagor"), DAYTON, L.L.C., an Illinois limited liability company (the "Beneficiary"), FITIGUES, INC., an Illinois corporation (the "Guarantor"), and LASALLE NATIONAL BANK, a national banking association (the "Bank");

### W I T N E S S E T H:

WHEREAS, the Mortgagor, the Beneficiary and the Bank heretofore entered into the following documents (collectively, the "Documents"):

- (i) Loan Agreement dated as of August 1, 1995 (the "Loan Agreement"), by and among the Mortgagor, the Beneficiary and the Bank;
- (ii) Mortgage Note dated August 1, 1995 (the "Note"), from the Mortgagor and the Beneficiary to the Bank in the principal amount of \$1,400,000;
- (iii) Mortgage and Security Agreement dated as of August 1, 1995 (the "Mortgage"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 7, 1995, as Document No. 95598370;
- (iv) Assignment of Rents and Leases dated as of August 1, 1995, from the Mortgagor and the Beneficiary to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on

Permanent Tax Index Numbers:

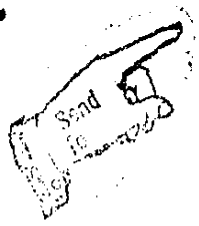
17-1-05-215-002, 003, 004,  
005, 006 and 007

Address of Premises:

1535 North Dayton  
Chicago, Illinois

This Instrument Prepared By and  
to be Returned After Recording to:

Alvin L. Kruse  
Elizabeth Pfeiler Strand  
Seyfarth, Shaw, Fairweather &  
Geraldson  
Suite 1200  
55 East Monroe Street  
Chicago, Illinois 60603



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FIRST-AMERICAN TITLE INSURANCE COMPANY RE: CC86102 - JAY W. REED

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September 7, 1995, as Document No. 95598371;

(v) Security Agreement dated as of August 1, 1995, from the Beneficiary to the Bank;

(vi) Collateral Assignment of Beneficial Interest dated as of August 1, 1995, from the Beneficiary to the Bank;

(vii) Assignment of Plans, Permits and Contracts dated as of August 1, 1995, from the Mortgagor and the Beneficiary to the Bank;

(viii) Indemnity Agreement dated as of August 1, 1995, from the Beneficiary and the Guarantor to the Bank;

(ix) Guaranty of Payment and Performance dated as of August 1, 1995, from the Beneficiary and the Guarantor to the Bank; and

WHEREAS, the Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

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:

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Increase in Loan. The amount of the loan evidenced and secured by the Documents (the "Loan") is hereby increased by the amount of \$200,000, from \$1,400,000 to \$1,600,000, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the amount "\$1,400,000" is hereby changed to "\$1,600,000" each time it appears in the Documents, and the amount "One Million Four Hundred Thousand" is hereby changed to "One Million Six Hundred Thousand" each time it appears in the Documents. The amount of the increase in the Loan shall be disbursed on the terms provided in the Loan Agreement with respect to the disbursement of the proceeds of the Loan, as defined in the Loan Agreement, including, without limitation, Sections 2(a) and 4 through 7 of the Loan Agreement.

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Section 3. Extension of Maturity. The maturity date of the Loan is hereby extended from December 1, 2005, to June 1, 2006, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing provisions of this Section 3, the date "December 1, 2005" is hereby changed to "June 1, 2006" each time it appears in the Documents.

Section 4. Change in Commencement of Amortization. Interest only on the Loan shall be payable in arrears on the first day of each month during the period ending on the earlier of the date of the final disbursement of the proceeds of the Loan and May 31, 1996, rather than February 29, 1996, as provided in the Documents, and thereafter monthly payments shall be due on the Loan at the times and in the amounts provided in the Documents, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing provisions of this Section 4, the date "February 29, 1996" is hereby changed to "May 31, 1996" each time it appears in (i) Section 1(a) of the Loan Agreement, (ii) the third grammatical paragraph of the Note, and (iii) Section 2.1 of the Mortgage.

Section 5. Extension of Maturity Date of Related Loans. The maturity dates under the Catalog Loan Documents, the Fitigues Loan Documents and the FLE Loan Documents (each as defined in the Mortgage), which maturity dates are referred to in Section 2.1 of the Mortgage, have been extended from June 1, 1996, to July 1, 1996.

Section 6. Financing Fee. In consideration of the agreements of the Bank contained in this Agreement, and the Mortgagor and the Beneficiary shall pay a non-refundable financing fee to the Bank in the amount of \$3,500 on the date of the execution and delivery of this Agreement.

Section 7. 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 Note making reference to the fact that such attachment has been made.

Section 8. Documents to Remain in Effect: Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Mortgagor, the Beneficiary and the Guarantor hereby (i) confirm and reaffirm all of their obligations under the Documents, as modified and amended herein; (ii) 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,

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except as expressly provided herein; (iii) 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; 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 modified and amended herein. 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 modified and amended by this Agreement.

Section 9. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies and represents, and the Beneficiary and the Guarantor hereby certify, represent and warrant, to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby renounced and made to speak as of the date of this Agreement.

Section 10. 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 11. 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 12. Severability. 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 13. 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.

Section 14. Construction.

(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.

(b) References to Sections and other subdivisions of

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this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

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

(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.

(e) Each party to this Agreement and legal counsel to each party have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

Section 15. 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.

Section 16. 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 17. Execution by Mortgagor. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Mortgagor, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LaSalle National Bank in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against LaSalle National Bank on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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

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LASALLE NATIONAL TRUST, N.A., as Trustee  
as aforesaid and not personally

By *Jerry Cullen*  
Title: ASSISTANT VICE PRESIDENT

(SEAL)

Attest:

*Nancy A. Stack*  
Title: ASSISTANT SECRETARY

DAYTON, L.L.C.

By SRRF, L.L.C., Manager  
General Partner

By *[Signature]*  
Duly Authorized Manager

FITICONS, INC.

By *[Signature]* President  
Title:

LASALLE NATIONAL BANK

By *Deise L. Maple*  
Title: Assistant Vice President

FOR INTERNAL BANK USE ONLY

<u><i>[Signature]</i></u>	<u><i>[Signature]</i></u>
OFFICER	CONTROL

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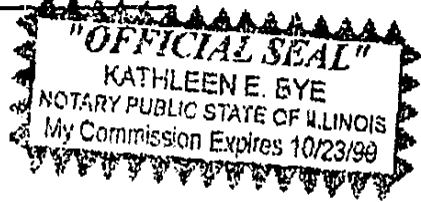
1312861220058 SEYFARTH, SHAW

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 3 day of May, 1996, by Rosemary Collins and NANCY A. STACK, ASST. VICE PRESIDENT and SECRETARY, respectively, of LaSalle National Trust, N.A., Trustee under a Trust Agreement dated August 1, 1995, and known as Trust No. 119730, on behalf of said Trustee.

*Kathleen E. Eye*  
Notary Public

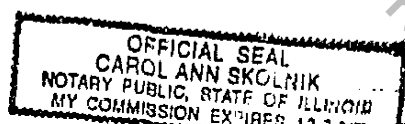


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 30th day of May, 1996, by Steven Rosenster, manager of SRRP, L.L.C., an Illinois limited liability company, manager of Dayton, L.L.C., an Illinois limited liability company, on behalf of said limited liability companies.

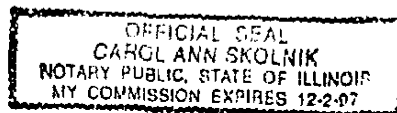
*Carol Ann Skolnik*  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )



The foregoing instrument was acknowledged before me this 30th day of May, 1996, by Steven Rosenster, President of Pitigues, Inc., an Illinois corporation, on behalf of the corporation.

*Carol Ann Skolnik*  
Notary Public



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STATE OF ILLINOIS )

) 88

COUNTY OF COOK )

The foregoing instrument was acknowledged before me  
this 31st day of May, 1996, by Dennis L. Maple  
with Vice President of LaSalle National  
Bank, a national banking association, on behalf of the  
association.

Laine B. Drogos  
Notary Public

OFFICIAL SEAL  
LAINE B. DROGOS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11-1-98

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EXHIBIT A

LEGAL DESCRIPTION

LOT 3 (EXCEPT THE NORTH 0.64 FEET THEREOF) AND LOTS 6, 7, 10, 11, 14, 15, 18, 19, 22, 23, 26, 27 AND 30 IN BLOCK 43 IN JOHN A. YALE'S SECOND RESUBDIVISION OF BLOCK 43 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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