

# UNOFFICIAL COPY

When Recorded Return to:  
The Money Store Commercial Mortgage Inc.  
P.O. Box 162247  
Sacramento, CA 95816  
Attn: Internal Support  
TMSCMI Loan # 570-106-00001020-7  
"Construction involved"

96606501



DEPT-01 RECORDING \$43.50  
T#0014 TRAN 7941 08/08/96 08:59:00  
#7316 \$ JW \* - 98 - 606501  
COOK COUNTY RECORDER

## MODIFICATION TO MORTGAGE

S1433744 I (mlr)

This AGREEMENT is made as of July 26, 1996, by and between THE MONEY STORE COMMERCIAL MORTGAGE INC. ("Lender") and Midwest Trust Services, Inc., successor Trustee to THE MIDWEST BANK AND TRUST COMPANY of Elmwood Park, not personally, but as Trustee under Trust Agreement dated December 31, 1991 and known as Trust # 91-6252; RIVER WEST BREWING CORP.; Udo Hartung, and Marguerite Hartung ("Borrower").

4/3/96

## RECITALS

- A. Lender has made a Loan (the "Loan") to Midwest Trust Services, Inc., successor Trustee to THE MIDWEST BANK AND TRUST COMPANY of Elmwood Park, not personally, but as Trustee under Trust Agreement dated December 31, 1991 and known as Trust # 91-6252.; RIVER WEST BREWING CORP.; Udo Hartung, and Marguerite Hartung, pursuant to that certain Commercial Loan and Security Agreement dated November 30, 1995, including any amendments thereto, ("the Loan Agreement").
- B. The Loan is evidenced by a promissory note ("Note") dated November 30, 1995, in the original amount of \$1,300,000.00, executed by Midwest Trust Services, Inc., successor Trustee to THE MIDWEST BANK AND TRUST COMPANY of Elmwood Park, not personally, but as Trustee under Trust Agreement dated December 31, 1991 and known as Trust # 91-6252.; RIVER WEST BREWING CORP.; Udo Hartung, and Marguerite Hartung, and payable to Lender.
- C. The Note is secured by a mortgage ("Mortgage") dated November 30, 1995, recorded as Instrument No. R95-172332, in the office of the Recorder of Dupage County, State of Illinois, executed by Midwest Trust Services, Inc., successor Trustee to THE MIDWEST BANK AND TRUST COMPANY of Elmwood Park, not personally, but as Trustee under Trust Agreement dated December 31, 1991 and known as Trust # 91-6252, in favor of Lender.

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The Note is also secured by a mortgage ("Mortgage") dated November 30, 1995, recorded as Instrument No. 95844633, in the office of the Recorder of Cook County, State of Illinois, executed by Midwest Trust Services, Inc., successor Trustee to THE MIDWEST BANK AND TRUST COMPANY of Elmwood Park, not personally, but as Trustee under Trust Agreement dated December 31, 1991 and known as Trust # 91-6252, in favor of Lender.

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- D. As additional support for the Loan, Lender has accepted a guaranty ("Guaranty") dated November 30, 1995, from Udo Harttung Inc. ("Guarantor").

Also, as additional support for the Loan, Lender has accepted a guaranty ("Guaranty") dated November 30, 1995, from Weinkeller Brew Pub, LTD. ("Guarantor").

- E. Borrower has also executed other loan documents (collectively the "other Loan Documents") in support of the Loan.
- F. Borrower now desires to modify the terms of the Note, including any reference to such terms in the Commercial Loan and Security Agreement, Mortgages, Guaranties, and other Loan Documents, and to provide that any additional funds advanced pursuant to said Note modifications are secured accordingly.

NOW THEREFORE, in consideration of the mutual covenants herein contained, Lender and Borrower agree as follows:

## AGREEMENT

1. The terms of the Note are modified as set forth in the Amendment to Note, a copy of which is attached hereto and incorporated herein by this reference.
2. Any reference to the terms of the Note in the Commercial Loan and Security Agreement, Mortgages, Guaranties, and other Loan Documents is hereby amended to conform to the modifications set forth in the Amendment to Note and any additional funds advanced pursuant to said Note modifications are secured by the Mortgages, Guaranties, Commercial Loan and Security Agreement, and applicable other Loan Documents.
3. This Agreement is a modification only and not a novation.
4. Lender hereby agrees to the modification of the terms of the Note only to the extent specifically set forth in the Amendment to Note on the condition that such modification shall not prejudice any other existing or future rights, remedies, benefits, or powers belonging or accruing to Lender under the terms of the Note as therein modified or of the Commercial Loan and Security Agreement, Mortgages, or other Loan Documents.
5. Except as otherwise provided in this Agreement and the Amendment to Note, the terms of the Note shall remain in full force and effect, and the Commercial Loan and Security Agreement, Mortgages, and other Loan Documents shall otherwise remain unaffected, unchanged and unimpaired.

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6. This Agreement may be executed in any number of counterparts, all of which taken together, shall constitute one agreement and any party hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

LENDER:

The Money Store Commercial Mortgage Inc.

By: Jackie DeSiano

~~Casey A. Pendlay~~ Jackie DeSiano

Title: Processing Manager

BORROWER:

Udo Hartung  
Udo Hartung

Marguerite Hartung  
Marguerite Hartung

Attest: Marguerite Hartung

Marguerite Hartung, Secretary

River West Brewing Corp.

By: Udo Hartung

Udo Hartung, President

Midwest Trust Services, Inc., successor Trustee to  
THE MIDWEST BANK AND TRUST COMPANY  
of Elmwood Park, not personally, but as Trustee under  
Trust Agreement dated December 31, 1991 and known  
as Trust # 91-6252.

By: Kimberly A. Much

Attest: Kimberly A. Much

SEE EXCULPATORY RIDER  
ATTACHED TO AND  
MADE PART HEREOF.

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## APPROVAL OF GUARANTORS

Attest: Marguerite Harttung  
Marguerite Harttung

Udo Harttung Inc.  
By: Udo Harttung  
Udo Harttung, President

Attest: Udo Harttung  
Udo Harttung

Weinkeller Brew Pub, LTD.  
By: Marguerite Harttung  
Marguerite Harttung, President

ALL SIGNATURES MUST BE NOTARIZED

"THIS AGREEMENT HAS BEEN EXECUTED IN DUPLICATE TO FACILITATE RECORDATION IN DIFFERENT COUNTRIES."

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# UNOFFICIAL COPY

STATE OF ILLINOIS)

COUNTY OF Cook )  
SS:

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that on this day personally appeared before me, Udo Harttung and Marguerite Harttung personally known to be the same persons whose name are subscribed to the foregoing instrument, and personally known to me to be the President and Secretary, respectively of River West Brewing Corp., and acknowledge that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation by the authority of their stockholders and board of directors as the free and voluntary act of said corporation for the uses and purposes set forth, in and by virtue of the homestead exemption laws.

GIVEN under my hand and official seal this 6<sup>th</sup> day of August, 19 96

My commission expires:

Mary Ellen Richter  
Notary Public

STATE OF ILLINOIS)

COUNTY OF Cook )  
SS:

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that on this day personally appeared before me, Udo Harttung and Marguerite Harttung personally known to be the same persons whose name are subscribed to the foregoing instrument, and personally known to me to be the President and Secretary, respectively of Udo Harttung Inc., and acknowledge that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation by the authority of their stockholders and board of directors as the free and voluntary act of said corporation for the uses and purposes set forth, in and by virtue of the homestead exemption laws.

GIVEN under my hand and official seal this 6<sup>th</sup> day of August, 19 96

My commission expires:

Mary Ellen Richter  
Notary Public

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STATE OF ILLINOIS)

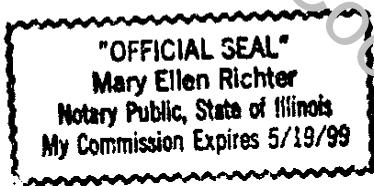
) ss:  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that on this day personally appeared before me, Marguerite Harttung and Udo Harttung personally known to be the same persons whose name are subscribed to the foregoing instrument, and personally known to me to be the President and Secretary, respectively of Weinkeller Brew Pub, LTD., and acknowledge that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation by the authority of their stockholders and board of directors as the free and voluntary act of said corporation for the uses and purposes set forth, in and by virtue of the homestead exemption laws.

GIVEN under my hand and official seal this 6<sup>th</sup> day of August, 1996

My commission expires:

Mary Ellen Richter  
Notary Public



STATE OF ILLINOIS)

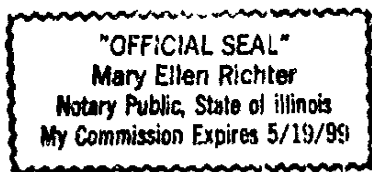
) ss:  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify that on this day personally appeared before me, Udo Harttung and Marguerite Harttung, personally known to me or has satisfactorily proven to be the persons subscribed to the foregoing instrument, and acknowledge that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws.

GIVEN under my hand and notarial seal on this 6<sup>th</sup> day of August, 1996.

My commission expires:

Mary Ellen Richter  
Notary Public



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# UNOFFICIAL COPY

THIS RIDER IS ATTACHED TO AND MADE PART OF A CERTAIN  
Modification to Mortgage DATED July 26, 1995 AND  
EXECUTED BY **MIDWEST TRUST SERVICES, INC. AS SUCCESSOR**  
**TRUSTEE TO MIDWEST BANK AND TRUST COMPANY UNDER TRUST**  
AGREEMENT NUMBER 82-12-4008:

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of **Midwest Trust Services, Inc. as successor trustee to Midwest Bank and Trust Company**, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said **Midwest Trust Services Inc. as successor trustee to Midwest Bank and Trust Company**, not in its' own rights, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against **Midwest Trust Services, Inc. as successor trustee to Midwest Bank and Trust Company** on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

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State of California )  
 ) ss.  
County of Sacramento )

On August 1, 1996, before me, Charlene Harrison, a  
Notary Public, personally appeared Jackie DeSimone  
and XXXXXXXXXXXXXXXXXXXXXXXXXXXX, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s) or the entity upon  
behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

Charlene Harrison  
Signature



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PARCEL 1: ALL OF LOTS 1, 2, 3, 4 AND THAT PART OF LOTS 5, 6 AND 7 LYING SOUTHWEST OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 5, 44.03 FEET SOUTH FROM THE NORTH LINE OF SAID LOT TO A POINT IN THE SOUTH LINE OF SAID LOT 7, 1.16 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 7, ALL IN BLOCK 6 IN RIDGELY'S ADDITION TO CHICAGO, IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT NUMBER 194914, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 5 IN BLOCK 6 IN RIDGELY'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF, RECORDED, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT 5, A DISTANCE OF 44.03 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE DRAWN TO A POINT ON THE SOUTH LINE OF LOT 7 IN SAID BLOCK 6 DISTANT 1.16 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 7, A DISTANCE OF 5.15 FEET; THENCE NORTHERLY ALONG A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 5, DISTANT 3.10 FEET EASTERLY FROM POINT OF BEGINNING; THENCE WESTERLY ALONG SAID NORTH LINE OF SAID LOT 7, A DISTANCE OF 3.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Recorder's Office

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**THE MONEY STORE**

COMMERCIAL MORTGAGE INC.

## AMENDMENT TO NOTE

This AMENDMENT TO NOTE is made as of July 26, 1996, and modifies a promissory note ("Note") dated December 1, 1995, and in the original amount of \$1,300,000.00, executed by Midwest Trust Services, Inc., successor Trustee to The Midwest Bank and Trust Company, as Trustee, under Trust Agreement dated December 31, 1991 and known as Trust Number 91-6252, Udo Hartung, Marguerite Hartung, and River West Brewing Corp., as Co-Borrowers, and payable to THE MONEY STORE COMMERCIAL MORTGAGE INC. The Note evidences Loan #570-106-00001020-7.

### RECITALS

1. A portion of the loan proceeds were used to construct improvements on real property.
2. The portion of the loan proceeds to fund construction is being increased to the actual amount expended for that purpose.
3. The maturity date of the loan is being amended to reflect the increased number of interim interest payments during construction.
4. The payment amount is being amended to reflect the actual initial payment amount based on the increased principal balance of loan.

In consideration of the foregoing and of mutual benefits derived, the parties hereto agree to amend the Note as follows:

1. The amount of the Note is amended to One Million Four Hundred Ten Thousand and no/100's (\$1,410,000.00).
2. The second paragraph of the Note is hereby deleted and replaced with the following:

Nine Installments of interest only, payable monthly, beginning on the first day of the month following first disbursement, followed by installments of principal and interest each in the initial amount of \$14,076.00, and continuing due and payable monthly thereafter until Twenty Five years and nine months from date of first disbursement. Each payment will be credited first to interest accrued to the date of receipt and application of the payment and the remainder, at Lender's option, first to any accrued unpaid late charges and second to the outstanding principal balance.

Except as otherwise provided herein, all terms of the Note shall remain unchanged.

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page two  
Amendment to Note  
\$1,300,000.00 to 1,410,000.00

THE MONEY STORE INVESTMENT  
CORPORATION/THE MONEY STORE COMMERCIAL MORTGAGE INC.

By: Shereen Baker  
Shereen Baker

Title: Loan Processing Specialist

Acknowledged and Agreed: SEE EXCULPATORY RIDER  
ATTACHED TO AND  
MADE PART HEREOF.

Midwest Trust Services, Inc., successor Trustee  
to THE MIDWEST BANK AND TRUST  
COMPANY of Elmwood Park, not personally,  
but as Trustee under Trust Agreement dated  
December 31, 1991 and known as Trust # 91- 6252.

Attest: Marguerite Hartung

By: Kevin A. Munn

Udo Hartung  
Udo Hartung

Marguerite Hartung  
Marguerite Hartung

Attest: Marguerite Hartung

Marguerite Hartung, Secretary

By: Udo Hartung

Udo Hartung, President

RIVER WEST BREWING CO.

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THIS RIDER IS ATTACHED TO AND MADE PART OF A CERTAIN  
Amendment to Note DATED July 26, 1995 AND  
EXECUTED BY **MIDWEST TRUST SERVICES, INC.** AS SUCCESSOR  
TRUSTEE TO **MIDWEST BANK AND TRUST COMPANY** UNDER TRUST  
AGREEMENT NUMBER 82-12-4008:

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of **Midwest Trust Services, Inc.** as **successor trustee to Midwest Bank and Trust Company**, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said **Midwest Trust Services Inc.** as **successor trustee to Midwest Bank and Trust Company**, not in its' own rights, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against **Midwest Trust Services, Inc.** as **successor trustee to Midwest Bank and Trust Company** on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

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