

# UNOFFICIAL COPY

PREPARED BY AND  
AFTER RECORDING MAIL TO

GREAT WESTERN MORTGAGE CORPORATION  
P.O. BOX 92356  
Los Angeles, CA 90009-2356

96944371

DEPT-01 RECORDING 125.00  
120013 TRAN 3368 12/13/96 11:31:00  
47973 + CG \* -96-944371  
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Assignment of Mortgage

Loan No.: 1-753769-9

KNOW ALL MEN BY THESE PRESENTS:

**GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION**

whose address is

**9451 CORBIN AVENUE, NORTHRIDGE, CA 91324**

(hereinafter referred to as "Assignor"), in consideration of the sum of Ten and No/100 (U.S. \$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges from **GREAT WESTERN BANK, A FEDERAL SAVINGS BANK**, whose address is **9451 CORBIN AVENUE, NORTHRIDGE, CA. 91324** (hereinafter referred to as "Assignee"), does hereby bargain, sell, transfer, assign, convey, set over, and deliver unto Assignee all of Assignor's right, title and interest in and to that certain Mortgage, given by

**C PHILIP SMILEY, MARGARET JANE SMILEY, HUSBAND AND WIFE**

dated **12/06/96**, and recorded simultaneously herewith in the Recorder's Office of **COOK** County, in the State of Illinois, which Mortgage encumbers the property described as follows:

**AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART  
HEREOF KNOWN AS SCHEDULE 'A'.**

**3470 LAKE SHORE DRIVE, UNIT # 5A, CHICAGO, IL 60657  
PIN/TAX ID#: 14-21-306-038-1004**

TOGETHER WITH the Note and other obligations described in said Mortgage, and the money due and to become due thereon, with interest accrued and owing and to become accrued and owing thereon, and all documents executed and delivered in connection with said Mortgage and Note.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever.

The Assignor hereby warrants that it is the sole owner and holder of the Mortgage, Note and other documents and matters hereby assigned, subject only to the rights of Assignee hereunder.

**BOX 333-CT1**

96944371

7634298 / Home

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IN WITNESS WHEREOF, I have herunto set my hand this 6th day of December, 1996 in the capacity stated herein.

GREAT WESTERN MORTGAGE CORPORATION,  
A Delaware Corporation

BY: Kevin J Young  
Name: KEVIN J YOUNG  
Its: ASSISTANT SECRETARY

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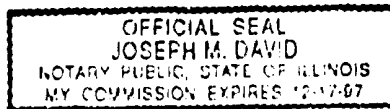
STATE OF ILLINOIS  
County of COOK

The foregoing instrument was acknowledged before me this 6th day of December, 1996, by  
KEVIN J YOUNG, ASSISTANT SECRETARY, of  
GREAT WESTERN MORTGAGE CORPORATION, A Delaware Corporation  
on behalf of the corporation.

Joseph M. David  
(Signature of person taking acknowledgment)

Notary Public, State of Illinois  
(Title or rank)

(Serial number, if any)



126941371

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GREAT WESTERN 

LEGAL DESCRIPTION ATTACHMENT

LOAN NUMBER: 1-753769-9

SCHEDULE "A"

UNIT 5A AS DELINEATED ON SCHEDULE OF THE FOLLOWING PARCELS OF REAL ESTATE  
THEREAFTER REFERRED TO COLLECTIVELY AS "PARCEL": THAT PART OF THE SOUTHERLY 40  
FEET OF LOT 37 LYING SOUTHWESTERLY OF THE WEST LINE OF SHERIDAN ROAD (EXCEPTING  
THEREFROM THE WESTERLY 54.75 FEET) IN BLOCK 13 IN HUNDLEY'S SUBDIVISION OF LOTS 3  
TO 21, BOTH INCLUSIVE, AND 33 TO 37, BOTH INCLUSIVE, IN PINE GROVE, A SUBDIVISION  
OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN.

THE NORTHERLY 25 FEET AT RIGHT ANGLES WITH NORTHERLY LINE THEREOF OF THE  
FOLLOWING DESCRIBED TRACT OF LAND; THAT PART OF LOT 1 IN THE SUBDIVISION OF BLOCK  
16 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, BOTH INCLUSIVE AND 33 TO 37, BOTH  
INCLUSIVE, IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE  
THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF  
THE NORTHERLY LINE OF SAID LOT WITH THE WESTERLY LINE OF SHERIDAN ROAD; THENCE  
WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 150 FEET; THENCE SOUTHERLY TO A  
POINT IN THE SOUTH LINE OF SAID LOT A DISTANCE OF 190 FEET EASTERLY FROM THE  
WESTERLY LINE OF SAID LOT AND BEING ON THE NORTHERLY LINE OF HAVESBORNE PLACE;  
THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 150.84 FEET TO THE WESTERLY  
LINE OF SHERIDAN ROAD; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SHERIDAN ROAD,  
298.96 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY  
IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY COSMOPOLITAN  
NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 15666 RECORDED IN THE  
OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 20446824 AND  
REGISTERED IN THE OFFICE OF THE REGISTRAR OF TORRENS TITLES OF COOK COUNTY,  
ILLINOIS, AS DOCUMENT LR 2360325 ON APRIL 1, 1968; TOGETHER WITH ITS UNDIVIDED  
PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 14-21-306-038-1004

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daily on the basis of a 360 day year for each day all or any part of the principal balance of the Loan shall remain unpaid:

- (a) Prior to November 1, 2000 (the "Rate Adjustment Date") the balance of principal remaining from time to time unpaid under the Loan prior to maturity or default shall bear interest at the rate (hereinafter sometimes called the "Initial Regular Rate") of EIGHT AND SIX HUNDREDTHS PER CENT (8.06%) per annum;
- (b) From and after the Rate Adjustment Date, the balance of principal remaining from time unpaid under the Loan shall bear interest prior to maturity or default at a fixed rate (hereinafter sometimes called the "Adjusted Regular Rate") equal to TWO AND ONE-QUARTER PERCENT (2.25%) in excess of the yield as of the Rate Adjustment Date of SIXTY (60) month U. S. Treasury notes or bonds as reported by the Wall Street Journal.
- (c) In the event there shall occur (i) any default hereunder or any default or Event of Default under the terms of any instrument given to secure the payment hereof, or (ii) maturity of the indebtedness evidenced hereby, whether by lapse of time, acceleration, declaration or otherwise, then in any such event, the entire principal balance hereof shall thereafter bear interest at an annual rate (hereinafter sometimes called the "Default Rate") equal to FOUR PERCENT (4.0%) in excess of the Initial Regular Rate or the Adjusted Regular Rate (whichever rate is in effect at the time of such occurrence).

In no contingency or event whatsoever, shall the interest rate charged pursuant to the terms of this Agreement exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that such a court determines that Lender has received interest hereunder in excess of the highest applicable rate, Lender shall promptly refund such excess interest to Borrower.

2. Payments. Section 5.1 of the Term Loan, as last amended by the Second Amendment, shall be amended to read as follows:

5.1 Payments. Principal and Interest upon the Loan shall be paid in installments (including interest, and the balance of such payment in principal) as follows:

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- (a) Principal and Interest at the Initial Regular Rate shall be payable in monthly installments commencing on the first (1st) day of December, 1995, and continuing on the first day of each consecutive month thereafter until and including November 1, 2000, in an amount equal to SEVEN THOUSAND EIGHT HUNDRED EIGHTY-NINE AND 92/100S DOLLARS (\$7,889.92) or more;
- (b) Principal and Interest at the Adjusted Regular Rate shall be payable in monthly installments commencing on the first (1st) day of December, 2000, and continuing on the first (1st) day of each consecutive month thereafter until and including October 1, 2005, in an amount calculated as of the Rate Adjustment Date to fully amortize the then remaining principal balance of the Loan, together with interest at the Adjusted Regular Rate, over a period of SIXTY (60) months.
- (c) On November 1, 2005, the remaining principal balance, together with all accrued but theretofore unpaid interest, shall be due and payable.

3. Restatement of the Note. The Loan as hereby modified shall be evidenced by an Amended and Restated Promissory Note in the form shown in Exhibit "B" attached hereto (the "Restated Note"). The Restated Note shall be in substitution for the Note referred to in Section 3 of the Term Loan. The Restated Note shall provide that it shall be due and payable no later than November 1, 2005.

4. Modification to Mortgage. The Mortgage is hereby modified to reflect the extension of the maturity date of the Note to November 1, 2005.

5. Modification to Assignment of Rents. The Assignment of Rents is hereby modified to reflect the extension of the maturity date of the Note to November 1, 2005.

6. Modification of the Leasehold Mortgage. The Leasehold Mortgage is hereby modified to reflect the extension of the maturity date of the Note to November 1, 2005.

7. Reaffirmation of Covenants and Warranties. The Guarantor and the Mortgagor by execution of this Agreement, hereby reaffirm, ratify and remake the covenants, warranties and representations contained in the Loan Documents. Further, the Borrower represents and warrants that to date no "Event of Default" (as defined in the Term Loan) has occurred or is occurring and the Borrower is not aware of any events which with the lapse of time would lead to the occurrence of an Event of Default.

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## 8. General.

- (a) Expenses. The Borrower agrees, whether or not any Advance is made hereunder, to pay the Lender upon demand for all reasonable expenses, including reasonable fees of attorneys for the Lender, incurred by the Lender in connection with the enforcement of the Borrower's obligations hereunder or under the Term Loan and the Note. The Borrower also agrees to indemnify and hold the Lender harmless from any loss or expense which may arise or be created by the acceptance of telephonic or other instructions for making Advances and to pay, and save the Lender harmless from all liability for, any stamp or other taxes which may be payable with respect to the execution or delivery of this Agreement or of any other instruments or documents provided for herein or to be delivered hereunder or in connection herewith. The Borrower's foregoing obligations shall survive any termination of this Agreement.
- (b) Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement.
- (c) Amendments. No amendment or waiver of any provision of this Agreement or the Loan Documents, nor consent to any departure therefrom by Borrower shall be effective unless the same shall be in writing and signed by Borrower and Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- (d) Waiver of Claims. Borrower and Guarantor each represent to the Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against the Lender in connection with the Loan Documents or any amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to the Assets (as defined in the Term Loan) or the property described on Exhibit A attached hereto. Without limiting the generality of the foregoing, Borrower and Guarantor hereby release and forever discharge the Lender, their affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), from and against any and all liabilities, rights, claims, losses, expenses, or causes of action, known or unknown, arising out of any action or inaction by any of the Released

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Parties to the date hereof with respect to the said documents, amendments to the documents the said property or the Assets, or any matter in any way related thereto or arising in conjunction therewith. Borrower also waives, releases, and forever discharges the Released Parties and each of them from and against any and all known or unknown rights to setoff, defenses, claims, counterclaims, causes of action and any other bar to the enforcement of the Note existing as of the date hereof.

- (e) Disclaimer of Reliance/Forbearance. Borrower and Guarantor expressly disclaim any reliance on any oral representation made by the Released Parties or any of them with respect to the subject matter of this Agreement. Borrower acknowledges and agrees that the Lender is specifically relying upon the representations, warranties, releases and agreements contained herein, and that this Agreement is being executed by Borrower and delivered to the Lender as an inducement to the Lender to extend further funds to the Borrower.
- (f) Original Documents. Except as otherwise specifically modified or amended by the terms of this Agreement, the Loan Documents and all provisions contained therein, respectively, shall continue in full force and effect and the liens and security interests pursuant to these documents have the same priority as of the original date of recordation, filing and delivery.

{INTENTIONALLY LEFT BLANK}

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed personally or by their respective officers thereunto duly authorized as of the date first written above.

LENDER:

OLD KENT BANK

By: [Signature]  
TED: 1997.4.2

BORROWER:

FOOD MOVERS TWO LIMITED  
PARTNERSHIP, an Illinois  
limited partnership

(a) By: [Signature]  
Name: Sheldon Friedman  
Title: General Partner

(b) Kayangee Enterprises Two, Inc.,  
an Illinois Corporation, a  
general partner

By: [Signature]  
Title: President

MORTGAGOR:

~~POP-UPS, INC., an Illinois  
corporation~~

~~By: \_\_\_\_\_  
Title: President~~

GUARANTOR:

[Signature]  
Sheldon Friedman

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STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF DuPAGE    )

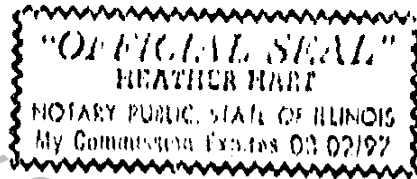
I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Mark H. Connelly, personally known to me to be the Vice President of Old Kent Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 28 day of December, 1995.

Heather Hart

Notary Public

Commission expires: 8/24/97



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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF DuPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Sheldon Friedman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, for the uses and purposes therein set forth and, as general partner, the free and voluntary act of Food Movers Two Limited Partnership for the uses and purposes therein set forth.

Given under my hand and official seal this 23 day of December, 1998.

Notary Public, State of Illinois  
My Commission Expires 5/3/99

*Valentin*  
Notary Public

Commission expires: \_\_\_\_\_

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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that \_\_\_\_\_ personally known to me to be the President of Pop-Ups, Inc., an Illinois corporation personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 23 day of December, 1995.

NOTARY PUBLIC STATE OF ILLINOIS  
D. GILBERTINE  
Notary Public, State of Illinois  
My Commission Expires 5/9/99

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

Commission expires \_\_\_\_\_

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# UNOFFICIAL COPY

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF DUPAGE    )

On this, the 23 day of December, 1995, before me, the undersigned officer personally appeared \_\_\_\_\_ who acknowledged himself to be the President of Kayangee Enterprises, Inc., an Illinois Corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunder set by hand and official seal.

Kathleen D. Goldstein

Notary Public

My Commission Expires:

"OFFICIAL SEAL"  
KATHLEEN D. GOLDSTEIN  
Notary Public, State of Illinois  
My Commission Expires 12/31/99

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## EXHIBIT A-1

### Legal Description

PARCEL 1: THAT PART OF THE SOUTH 173 FEET OF PART OF THE SOUTH 1/2 OF GOVERNMENT LOT 1 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF THE NORTH EAST 1/4 OF SAID SECTION 6; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH EAST 1/4, 40 FEET; THENCE NORTH 0 DEGREES 10 MINUTES 55 SECONDS EAST, 60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 25.01 FEET; THENCE NORTH 82 DEGREES 24 MINUTES 19 SECONDS WEST, 45.40 FEET; THENCE NORTH 60 DEGREES 35 MINUTES 42 SECONDS WEST, 28.63 FEET; THENCE NORTH 35 DEGREES 32 MINUTES 49 SECONDS WEST, 30.65 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 44 SECONDS WEST, 43.95 FEET; THENCE NORTH 12 DEGREES 07 MINUTES 25 SECONDS WEST, 27.82 FEET TO THE NORTH LINE OF THE SOUTH 173 FEET OF SAID NORTH EAST 1/4; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE, 135.30 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 53 SECONDS WEST, 113 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THAT PORTION OF DUGDALE ROAD IN THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF 22ND STREET AND LYING SOUTH OF A LINE DRAWN PARALLEL TO AND 170 FEET NORTH OF THE CENTER LINE OF 22ND STREET AS PER PLAT OF VACATION RECORDED AS DOCUMENT 1355152, IN LAKE COUNTY, ILLINOIS.

P.I.N. 12-06-200-005

COMMON ADDRESS: 2146 N. GREEN BAY ROAD  
NORTH CHICAGO, ILLINOIS

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EXHIBIT A-2

(INTENTIONALLY OMITTED)

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## EXHIBIT A-3

### Legal Description

#### PARCEL 1:

THE SOUTH 100 FEET OF LOTS 36, 37 AND 38 IN BLOCK 1 IN N. T. WRIGHT'S SUBDIVISION OF LOT 4 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AN EASEMENT AGREEMENT BY AND BETWEEN LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1986 AND KNOWN AS TRUST NUMBER 111394, AND POP-UPS, INC., DATED MAY 17, 1989 AND RECORDED MAY 17, 1989 AS DOCUMENT NUMBER 89223232, FOR VEHICULAR INGRESS AND EGRESS AND PARKING OVER, UPON AND ALONG THE LAND AS SHOWN ON EXHIBIT "C" ATTACHED TO SAID EASEMENT AGREEMENT, IN COOK COUNTY, ILLINOIS.

F.I.N. 16-02-431-01

COMMON ADDRESS: 3202 W. CHICAGO AVENUE  
CHICAGO, ILLINOIS

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## EXHIBIT A-4

### Legal Description

#### PARCEL 1:

LOT 3 IN STRATFORD DEVELOPMENT PARCEL NO. IV - SOUTH, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1981 AS DOCUMENT R81-24174, AND CERTIFICATE OF CORRECTION RECORDED JULY 6, 1982 AS DOCUMENT R82-28203, IN DUPAGE COUNTY, ILLINOIS

#### PARCEL 2:

PERPETUAL NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE GRANT OF EASEMENT DATED MAY 8, 1983 AND RECORDED JUNE 23, 1983 AS DOCUMENT R83-39341, ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND IN ST. ISIDORE CATHOLIC CHURCH PROPERTY (RECORDED AS PER DOCUMENT NO. 812795) IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 20 WITH THE CENTERLINE OF ARMY TRAIL ROAD, SAID POINT BEING 370.25 FEET NORTH 00 DEGREES 09 MINUTES WEST OF THE CENTER OF SAID SECTION 20; THENCE SOUTH 88 DEGREES 39 MINUTES 40 SECONDS EAST ALONG THE CENTERLINE OF ARMY TRAIL ROAD, A DISTANCE OF 1070.21 FEET TO THE EAST LINE OF THE PROPERTY OF ST. ISIDORE'S CATHOLIC CHURCH EXTENDED SOUTH TO SAID CENTERLINE OF ARMY TRAIL ROAD, THENCE NORTH 00 DEGREES 08 MINUTES 10 SECONDS WEST, ALONG SAID EAST LINE EXTENDED SOUTH, A DISTANCE OF 40.01 FEET TO THE NORTH LINE OF ARMY TRAIL ROAD RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 39 MINUTES 40 SECONDS WEST ALONG SAID NORTH LINE OF ARMY TRAIL ROAD RIGHT OF WAY, A DISTANCE OF 50.02 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 10 SECONDS WEST, A DISTANCE OF 90.00 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 50 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE EAST LINE OF ST. ISIDORE CATHOLIC CHURCH PROPERTY; THENCE SOUTH 00 DEGREES 08 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 91.29 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

#### PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE GRANT OF EASEMENT DATED DECEMBER 18, 1973 AND RECORDED JUNE 19, 1981, ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 15 FEET OF THE SOUTH 290 FEET OF LOT 1 IN STRATFORD DEVELOPMENT PARCEL NO. IV - SOUTH, BEING A SUBDIVISION IN THE NORTH

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EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
MAY 11, 1981 AS DOCUMENT R81-24174, IN DUPAGE COUNTY, ILLINOIS

Permanent Tax No.: 02-20-205-009

Commonly known as: 405 W. Army Trail Road  
Bloomingdale, IL

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## EXHIBIT "B"

### AMENDED AND RESTATED PROMISSORY NOTE

\$648,631.00

November 1, 1995

FOR VALUE RECEIVED, FOOD MOVERS TWO LIMITED PARTNERSHIP, an Illinois limited partnership, its successors and assigns, ("Maker") promise to pay to the order of OLD KENT BANK, an Illinois banking corporation, its successors and assigns ("Lender") at its principal office at 105 South York Street, Elmhurst, Illinois 60126, or such other place as the holder hereof may from time to time appoint in writing, in lawful money of the United States of America, the principal sum of SIX HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED THIRTY-ONE AND NO/100S DOLLARS (\$648,631.00), together with interest from and after the date of disbursement on the balance of principal remaining from time to time unpaid at the following rates per annum, in each case computed daily on the basis of a 360 day year for each day all or any part of the principal balance hereof shall remain unpaid:

- (a) Prior to November 1, 2000 (the "Rate Adjustment Date") the balance of principal remaining from time to time unpaid under the Loan prior to maturity or default shall bear interest at the rate (hereinafter sometimes called the "Initial Regular Rate") of EIGHT AND SIX HUNDREDTHS PER CENT (8.06%) per annum;
- (b) From and after the Rate Adjustment Date, the balance of principal remaining from time to time unpaid under the Loan shall bear interest prior to maturity or default at a fixed rate (hereinafter sometimes called the "Adjusted Regular Rate") equal to TWO AND ONE-QUARTER PERCENT (2.25%) in excess of the yield as of the Rate Adjustment Date of SIXTY (60) month U. S. Treasury notes or bonds as reported by the Wall Street Journal.
- (c) In the event there shall occur (i) any default hereunder or any default or Event of Default under the terms of any instrument given to secure the payment hereof, or (ii) maturity of the indebtedness evidenced hereby, whether by lapse of time, acceleration, declaration or otherwise, then in any such event, the entire principal balance hereof shall thereafter bear interest at an annual rate (hereinafter sometimes called the "Default Rate") equal to FOUR PERCENT (4.0%) in excess of the Initial Regular Rate or the Adjusted Regular Rate (whichever rate is in effect at the time of such occurrence).

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Principal and interest upon this Note shall be paid in installments (including interest, and the balance of such payment in principal) as follows:

- (a) Principal and Interest at the Initial Regular Rate shall be payable in monthly installments commencing on the first (1st) day of December, 1995, and continuing on the first day of each consecutive month thereafter until and including November 1, 2000, in an amount equal to SEVEN THOUSAND EIGHT HUNDRED EIGHTY-NINE AND 92/100S DOLLARS (\$7,889.92) or more;
- (b) Principal and Interest at the Adjusted Regular Rate shall be payable in monthly installments commencing on the first (1st) day of December, 2000, and continuing on the first (1st) day of each consecutive month thereafter until and including October 1, 2005, in an amount calculated as of the Rate Adjustment Date to fully amortize the then remaining principal balance of the Loan, together with interest at the Adjusted Regular Rate, over a period of SIXTY (60) months.
- (c) On November 1, 2005, the remaining principal balance, together with all accrued but theretofore unpaid interest, shall be due and payable.

If any interest payment, installment or mandatory prepayment of principal is not paid when due, Maker shall be in default upon ten (10) days after written notice by Lender to Maker. All payments made hereon shall be applied first to any additional advances made by the holder hereof pursuant to the Term Loan Agreement or any lien instruments securing this Note, then to accrued and unpaid delinquency charges, then to accrued and unpaid interest, the remainder to unpaid principal.

This Note may be partially or fully prepaid, without penalty or premium, upon a thirty (30) day written notice to Lender. Any prepayment shall include accrued and unpaid interest and late charges, if any.

This Note is payable in accordance with and is secured by the Security Documents (as defined in the Term Loan Agreement dated as of March 2, 1990, by and between Maker, as Borrower, and Lender, as Lender, as the same may have been, and may hereafter be, modified, extended or supplemented) which encumbers certain collateral described therein (hereinafter referred to as the "Collateral") of even date herewith made by Maker in favor of Lender. This Note, the Security Documents, and any and all other agreements presently existing or hereafter entered into which evidence and/or secure any indebtedness from Maker to Lender shall hereinafter be collectively referred to as the "Loan Documents." The terms, covenants, conditions, provisions, stipulations and agreements of the Loan Documents are hereby made a part of this Note, to the same extent

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and with the same effect as if they were fully set forth herein. Maker does hereby covenant to abide by and comply with each and every term, covenant, provision, stipulation, promise, agreement and condition set forth in the Loan Documents.

Maker shall remain liable for the payment of this Note, including interest, notwithstanding any extensions of time of payment or any indulgence of any kind or nature that Lender may grant to Maker or any subsequent owner of the Collateral, whether with or without notice to Maker, and Maker hereby expressly waives such notice. No release or any or all of the security given for this obligation shall release any other maker, co-maker, surety, guarantor, or other party hereto in any capacity. Lender shall not be required to look first to the Collateral for payment of this Note, but may proceed against Maker in such manner as it deems desirable.

The occurrence of an Event of Default under the Term Loan Agreement shall constitute an Event of Default under this Note. Upon the occurrence of an Event of Default, this Note shall become immediately due and payable and Lender shall have all of the rights and remedies provided in the Loan Documents, as well as those rights and remedies provided by any other applicable law, rule or regulation.

To compensate Lender for additional unreimbursed costs resulting from an occurrence of an Event of Default, including, without limitation, costs associated with the uncertainty of future funding and additional supervisory and administrative efforts, upon and after an Event of Default, the outstanding principal balance due hereunder shall continue to bear interest, calculated daily, on the basis of a 360-day year at the Default Rate, payable on demand, until all principal, interest and other sums due are cured hereunder or are paid in full.

In the event that Lender institutes legal proceedings to enforce the Loan Documents, Maker agrees to pay to Lender, in addition to any indebtedness due and unpaid, all costs and expenses of such proceedings, including reasonable attorneys' fees.

Lender shall not by any act of omission or commission be deemed to waive any of its rights or remedies hereunder unless such waiver be in writing and signed by an authorized officer of Lender and then only to the extent specifically set forth therein. A waiver on one occasion shall not be construed as continuing or as a bar to or waiver of such right or remedy on any other occasion. All remedies conferred upon Lender by the Loan Documents shall be cumulative and none is exclusive, and such remedies may be exercised concurrently or consecutively at Lender's option.

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Except as expressly provided for in this Note or any other Loan Document, every person at any time liable for the payment of the debt evidenced hereby waives presentment for payment, demand, notice of nonpayment of this Note, protest and notice of protest, arising out of, relating to, or connected with this Note or any instrument given as security herefor, all exemptions and homestead laws and all rights thereunder and consent that Lender may extend the time of payment of any part or the whole of the debt, or grant any other modifications or indulgence pertaining to payment of this Note at any time, at the request of any other person liable for said debt.

This Note is hereby expressly limited so that in no contingency or event whatsoever, whether by acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to Lender from the use, forbearance or detention of the money advanced or to be advanced hereunder exceed the highest lawful rate permissible under the laws of the State of Illinois as applicable to Maker. If, from any circumstances whatsoever, fulfillment of any provision of this Note or of any of the other Loan Document shall, at the time performance of such provisions shall be due, involve the payment of interest in excess of that authorized by law, the obligation to be fulfilled shall be reduced to the limit so authorized by law, and if, from any circumstances, Lender shall ever receive as interest an amount which would exceed the highest lawful rate applicable to Maker, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the indebtedness evidenced hereby and not to the payment of interest.

All covenants, agreements, representations and warranties made herein and in the other Loan Documents are deemed to have been relied upon by Lender, notwithstanding any investigation by Lender on its behalf. All provisions contained in this Note which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this Note and shall not invalidate the remaining provisions hereof.

This Note is given and accepted as evidence of indebtedness only and not in payment or satisfaction of any indebtedness or obligation.

The form and essential validity of this Note shall be governed by the laws of the State of Illinois. If any provision of this Note is prohibited by, or is unlawful or unenforceable under, any applicable law or any jurisdiction, such provisions shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof; provided that where the provisions of any such applicable law may be waived, they hereby are waived by Maker to the full extent permitted by law in

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order that this Note shall be deemed to be a valid and binding Note in accordance with its terms.

Time is of the essence with respect to all Maker's obligations and agreements under this Note.

THE MAKER OR ANY PERSON AT ANY TIME LIABLE FOR THE PAYMENT OF THE DEBT EVIDENCED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF MAKER AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ACCEPTING THIS NOTE.

This Note and all the provisions, conditions, promises and covenants hereof shall inure to the benefit of Lender, its successors and assigns, and shall be binding in accordance with the terms hereof upon Maker, its successors and assigns, provided nothing herein shall be deemed consent to any assignment restricted or prohibited by the terms of the Loan Documents.

All notices required hereunder shall be given in accordance with the Terms Loan Agreement.

IN WITNESS WHEREOF, this Note has been duly executed by Maker as of the date and year first set forth above.

FOOD MOVERS TWO LIMITED PARTNERSHIP

(a) By: Sheldon Friedman  
Name: Sheldon Friedman  
Title: Partner

(b) Kayangee Enterprises Two, Inc.  
an Illinois corporation, general  
partner

By: Theodore H. Baird  
Name: Theodore H. Baird  
Title: President

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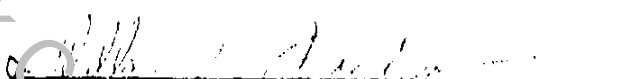
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## JOINDER

The undersigned, being the owners of the real property (excluding the real property improvements, including the building located thereon) described in the foregoing Third Amendment to Term Loan Agreement, hereby consent to and join in the foregoing Third Amendment to Term Loan Agreement, intending hereby to bind any interest they and their respective representatives, administrators, successors or assigns may have in the real property therein described, or in any fixtures, personal property, proceeds of insurance or condemnation or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Mortgagor in said Third Amendment to Term Loan Agreement. The foregoing notwithstanding, this Joinder shall not be deemed nor construed as creating any liability personally upon the undersigned to keep and perform the covenants of Mortgagor to be kept and performed as provided in the Mortgage, as amended, the note thereby secured, or any other document given to secure payment of such Note.

DATE: November 1, 1995

  
Sheldon T. Friedman

EVEREN CLEARING CORP., f/k/a KEMPER  
CLEARING CORP., a Delaware  
corporation, custodian for the  
EARL I. GOLDBERG IRA ACCOUNT NO.  
NB22-2716-2353

By:   
Its: Vice President

EVEREN CLEARING CORP., f/k/a KEMPER  
CLEARING CORP., a Delaware  
corporation, custodian for the  
IRVING KUPFERBERG IRA ACCOUNT NO.  
NB22-2716-2417

By:   
Its: Vice President

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Whe )

On this, the 17th day of April, 1996, before me, the undersigned officer, Sheldon T. Friedman personally appeared who executed the foregoing instrument for the purposes therein contained, as his free and voluntary act by signing his name.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

My commission expires:

Notary Seal  
NOTARY PUBLIC  
STATE OF ILLINOIS  
MY COMMISSION EXPIRES 01/17/96

[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

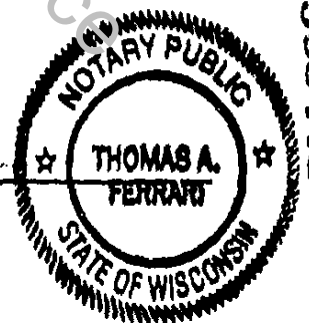
On this, the 29 day of April, 1996, before me, the undersigned officer, personally appeared Raymond Thurston, who acknowledged himself/herself to be the Vice President of EVEREN CLEARING CORP., I/K/A KEMPER CLEARING CORP., a Delaware corporation, and the custodian of the EARL I. GOLDBERG IRA ACCOUNT NO. NB22-2716-2353 and that as (s)he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, as the free and voluntary act of said corporation, as the custodian as aforesaid, by signing the name of the corporation, by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

My commission expires:

11-11-99

[Signature]  
Notary Public



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

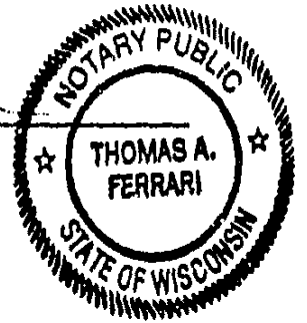
On this, the 24 day of NOV, 1996, before me, the undersigned officer, personally appeared Raymond Maraton, who acknowledged himself/herself to be the Vice President of EVEREN CLEARING CORP., f/k/a KEMPER CLEARING CORP., a Delaware corporation, and the custodian of the IRVING KUPFERBERG IRA ACCOUNT NO. NB22-2716-2417 and that as (s)he as such \_\_\_\_\_ President being authorized to do so, executed the foregoing instrument for the purposes therein contained, as the free and voluntary act of said corporation, as the custodian as aforesaid, by signing the name of the corporation, by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

My commission expires:

11-11-00

Thomas A. Ferrari  
Notary Public



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