

*[Handwritten signature]*

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SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT made and entered into as of the 7th of July, -1995, by and among DuPAGE NATIONAL BANK, not personally or individually, but as Trustee under Trust Agreement dated December 4, 1989 and known as Trust No. 1560 (herein called "Borrower"), LUTHERAN BROTHERHOOD, a Minnesota corporation (herein called "Lender"), NVS VENTURE, an Illinois general partnership (herein called "Beneficiary") and GEORGE CIBULA, TIMOTHY GALLAGHER and BRIAN LISTON (hereinafter collectively referred to as the "General Partners").

30/19  
*[Handwritten mark]*

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WITNESSETH, That:

WHEREAS, General Partners are the general partners of Beneficiary, along with the Estate of Irvin Lewandowski (herein called the "Estate"); and

WHEREAS, Beneficiary is the owner of One Hundred Percent (100%) of all of the beneficial interest in, and is the sole beneficiary of, Borrower; and

WHEREAS, Borrower has heretofore executed and delivered to Lender Borrower's Promissory Note (herein called the "Original Note" or the "Note") dated November 20, 1990, in the original stated principal sum of SIX MILLION EIGHT HUNDRED THOUSAND AND NO/100 (\$6,800,000.00) DOLLARS, payable to the order of Lender and more fully described in the Original Mortgage hereinafter referred to; and

WHEREAS, to secure amounts described in the Original Loan Documents (hereinafter defined) including the indebtedness evidenced by the Original Note (all herein generally called the "Loan"), the following instruments (among others) were executed and delivered to Lender each dated as of November 20, 1990, unless otherwise stated:

(a) Combination Mortgage, Security Agreement and Fixture Financing Statement (herein called the "Original Mortgage"), executed by Borrower, encumbering the real property commonly known as 600-666 S. Wheeling Road, Wheeling, Illinois, more fully described as follows:

The South Four Hundred (400) feet of Block Three (3) (except the West Four Hundred Ninety Five (495) feet thereof, and except the East 15.25 feet thereof) in Herzog's 1st Industrial Subdivision of part of the East Half (1/2) of Section 10, Township 42 North, Range 11 East of the Third Principal Meridian, and part of the West Half (1/2) of Section 11, Township 42 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on December 13, 1955 as Document Number LR 1639763 and Certificate of Correction thereof registered December 14, 1956 as Document Number LR 1713481, in Cook County, Illinois.

*[Handwritten notes: SA 50/78, 500/10]*

PIN NO.: 03-10-400-007

And (ii) 425 Meyer Road, Sensenville, Illinois, more fully described as follows:

Lots 2 and 3 in Beeline Resubdivision in the Southeast 1/4 of Section 11, Township 40 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded April 20, 1964 as Document Number R64-12685, in DuPage County, Illinois.

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AND

Easement for the benefit of Parcel 2 as set forth in Declaration and Grant of Easement dated August 6, 1985 and recorded December 12, 1985 as Document Number R85-109444, over the following described property:

That part of the Southeast 1/4 of Section 11, Township 40 North, Range 11 East of the Third Principal Meridian, described by beginning at the Southwest corner of Lot 3, Beeline Resubdivision, in the Southeast 1/4 of Section 11, Township 40 North, Range 11 East of the Third Principal Meridian, and running thence Southeasterly along the East line of Meyer Road to a point 9 feet South of the South line of said Lot 3; thence East 230 feet on a line 9 feet South of and parallel to the South line of Lot 3; thence South 4 feet; thence East on a line 13 feet South of and parallel to the South line of said Lot 3 to its intersection with a line drawn from the Southeast corner of said Lot 3 to the Northeast corner of Lot 1, Bensenville Industrial Subdivision Unit Five, in the Southeast 1/4 of Section 11, Township 40 North, Range 11 East of the Third Principal Meridian; thence North on that line between the Southeast corner of said Lot 3 and said Northeast corner of said Lot 1; thence West along the South line of said Lot 3 to the place of beginning, all in DuPage County, Illinois.

PIN NOS. 03-11-404-001  
03-11-404-002

and the improvements thereon and certain other property and assets therein described (all herein collectively called the "Premises"), which Original Mortgage was (a) duly filed for record and recorded in the office of the Recorder of Deeds, DuPage County, Illinois (herein called the "DuPage County Recorder's Office") as Document No. R90-165229, (b) duly filed for record with the Registrar of Titles of Cook County, Illinois (herein called the "Registrar") as Document Number LR 3930730 and (c) duly filed for record in the Recorder's office of Cook County, Illinois (herein called the "Cook County Recorder") as Document No. 90591146; and

(b) Assignment of Rents and Leases joined in by Beneficiary (herein called the "Original Assignment") wherein Borrower and Beneficiary have assigned to Lender all of the rents, issues, profits, avails and leases of and from the Premises; which Assignment was (i) duly filed for record and recorded in the DuPage County Recorder's Office as Document No. R90-165230, (ii) duly filed for record with the Registrar as Document No. LR-3930731, and (iii) duly filed for record with the Cook County Recorder's Office as Document No. 90591265;

(c) Limited Recourse Agreement (herein called the "Limited Recourse Agreement") wherein the General Partners and Irvin Lewandowski, predecessor in interest to the Estate, agreed to be personally liable to the Lender for the matters set forth therein;

which Original Note, Original Mortgage and Original Assignment, together with all other instruments heretofore delivered evidencing and securing the Loan are herein generally called the "Original Loan Documents"; and

WHEREAS, the Original Loan Documents were amended pursuant to a First Amending Agreement (herein called the "First Amending Agreement"), dated as of October 1, 1994, by and between the parties hereto, whereby, among other things: the terms of the Original Note were amended and restated and an Amended and Restated Promissory Note was executed and delivered by Borrower; a Letter of Credit Agreement was executed and delivered by Beneficiary; a Letter of Credit

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was issued in accordance therewith; and certain Original Loan Documents were amended to exclude any personal liability of the Estate; and

WHEREAS, the Original Loan Documents, as amended by the First Amending Agreement, together with the Letter of Credit Agreement, and as hereby amended, are herein generally called the "Loan Documents"; and

WHEREAS, as of July 7, 1995, there is outstanding upon the Loan a principal balance of SIX MILLION FIVE HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED FIFTY-ONE AND 53/100 (\$6,521,551.53) DOLLARS;

WHEREAS, Borrower and Beneficiary have requested Lender to consent to the sale of the part of the Premises located at 425 Meyer Road, Bensenville, Illinois, as more fully described above (herein called the "Bensenville Premises"), and to release the lien of the Loan Documents as to the Bensenville Premises, and Lender has agreed so to do, subject to compliance by Borrower and Beneficiary with all of the terms, provisions, conditions and agreements set forth herein, including, without limitation, the payment to Lender of all net proceeds of said sale of the Bensenville Premises to reduce the principal amount of the Note, and the payment to Lender of the Reinvestment Fee (hereinafter defined) and the payment of other costs and expenses incurred in connection with such sale transaction;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and for Ten (\$10.00) Dollars and other good and valuable considerations in hand paid by each party hereto to the others, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Incorporation of Preambles. The preambles hereto are hereby incorporated herein as part of this Agreement as the mutual acknowledgments and agreements of the parties.

2. Amendments Generally. Subject to compliance by Borrower and Beneficiary on or before the Compliance Date (hereinafter defined) with all of the terms and conditions herein on the part of Borrower and/or Beneficiary to be performed and observed, including (but not limited to) satisfaction of the Conditions Precedent hereinafter referred to, it is agreed that effective on and as of the Revision Date (hereinafter defined) the Loan shall be modified in the following manner and to the following extent:

(a) The principal sum of the Original Note, as amended, shall be THREE MILLION ONE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED NINETY-FOUR AND 82/100 (\$3,126,594.82) DOLLARS.

(b) From and after the Revision Date, interest shall accrue upon the Loan prior to default or maturity at the following rates:

(i) During the period July 7, 1995 through September 30, 1995, interest shall be computed at the rate of 8.5% per annum (herein called the "Interim Rate");

(ii) For the period October 1, 1995 through January 1, 2001, interest shall be computed at the rate of 9.0% per annum (herein called the "Final Rate");

(c) From and after the Revision Date, monthly payments of principal and interest payments upon the Loan (herein called the "Monthly Payments"), as applicable, shall be required as follows:

(i) on August 1, 1995, there shall be paid interest only, in arrears, covering the time period of July 7, 1995 through

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July 31, 1995, on the outstanding balance of the Loan at the Interim Rate, in the amount of SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTEEN AND 37/100 (\$17,717.37) DOLLARS; and

(ii) On September 1, 1995 and on October 1, 1995, there shall be paid Monthly Payments of interest only, in arrears, on outstanding balances of the Loan at the Interim Rate, each in the amount of TWENTY-TWO THOUSAND ONE HUNDRED FORTY-SIX AND 71/100 (\$22,146.71) DOLLARS; and

(iii) Commencing on November 1, 1995 and on the first (1st) day of each and every month thereafter to and including January 1, 2001, there shall be paid Monthly Payments on account of principal and interest at the Final Rate, based upon a twenty (20) year amortization, each in the amount of TWENTY-EIGHT THOUSAND SIX AND 85/100 (\$28,006.85) DOLLARS;

(iv) On the Maturity Date (as defined in the Original Note), all outstanding principal and interest upon the Loan shall be due and payable.

(v) From and after the Revision Date, the Loan shall be open to prepayment, in whole or in part, provided any such prepayment is accompanied by a reinvestment charge equal to one (1%) percent of the principal balance of the loan so prepaid.

3. Amendment to Original Loan Documents. Subject to compliance with and satisfaction of the Conditions Precedent on or prior to the Compliance Date, the Original Loan Documents, as amended by the First Amending Agreement, shall be and be deemed to be modified and amended in the following manner and to the following extent effective as of the Revision Date:

(a) The Original Note, as amended, shall be and is hereby deemed to be amended and restated in its entirety as set forth in Exhibit "A" attached hereto and made a part hereof.

(b) The Original Mortgage, as amended, shall be and be deemed to be amended in the following manner and to the following extent:

(i) Wherever in the Original Mortgage, as amended, reference is made to the "Note", such reference shall be deemed to refer to the Original Note as hereby amended and restated;

(c) The Original Assignment shall be and be deemed to be amended in the following manner and to the following extent:

(i) The instrument described as the "Note" in the first (1st) Recital of the Original Assignment, and referred to elsewhere in the Original Assignment, shall for all purposes be deemed to be the Original Note as hereby amended and restated; and

(ii) Wherever in the Original Assignment the Original Mortgage is referred to or the term "Mortgage" is used, such reference shall be deemed to refer to the Original Mortgage as hereby amended.

(d) Wherever in any instrument evidencing, securing or relating to the Loan, any of the Loan Documents is referred to, such reference shall be deemed to refer to the specified Loan Documents, as each such instrument is hereby amended; and

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(e) Wherever herein or in any instrument evidencing, securing or relating to the Loan the term "Loan Documents" is used or referred to, the same shall be deemed references to the Loan Documents (or any instrument which is a component thereof) as hereby modified and amended.

4. Partial Release of Loan Documents as to Bensenville Premises. Subject to compliance by Borrower and Beneficiary on or before the Compliance Date (hereinafter defined) with all of the terms and conditions herein on the part of Borrower and/or Beneficiary to be performed and observed, including (but not limited to) satisfaction of the Conditions Precedent hereinafter referred to, concurrent herewith, Lender hereby agrees to execute and deliver to Borrower a partial release of the Original Mortgage, as amended (herein called the "Partial Release"), as it pertains to the portion of the Bensenville Premises. It is acknowledged and agreed by the parties hereto that the first priority lien of the Original Mortgage, as amended, as it applies to the part of the Premises located at 600-666 S. Wheeling Road, Wheeling, Illinois, as more fully described above (herein called the "Wheeling Premises"), shall be not be affected or impaired in any way by the Partial Release.

5. Revision Date. Subject to compliance and satisfaction of all of the Conditions Precedent on or before the Compliance Date, this Agreement and the provisions hereof and the amendments effected hereby shall take effect as of July 7, 1995 (herein called the "Revision Date") as fully and with the same effect as if this Agreement and the amendments and modifications made herein were executed, delivered and recorded and all of the Conditions Precedent complied with and satisfied on that date.

6. Conditions Precedent. The following conditions (herein called "Conditions Precedent") shall be Conditions Precedent to the effectiveness of this Agreement; and unless all such Conditions Precedent shall have been complied with or satisfied on or before July 7, 1995, or such later date as Lender may in its sole discretion permit (herein called the "Compliance Date") this Agreement and all of the amendments provided for herein shall be null and void and of no further force and effect for any purpose whatsoever (whether or not this Agreement shall have been recorded), except that Beneficiary shall be and remain liable for payment of the costs and expenses as specified in Section 11 hereof:

(a) On or before the Compliance Date, Beneficiary shall have delivered to Lender, or shall have caused the delivery to Lender, of the net proceeds of the sale of the Bensenville Premises in the amount of THREE MILLION THREE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED FIFTY-SIX AND 71/100 (\$3,388,456.71) DOLLARS for application in reduction of the principal amount of the Note as provided herein by wire transfer of funds;

(b) On or before the Compliance Date, Beneficiary shall have delivered to Lender's servicing agent the amount of NINE THOUSAND TWO HUNDRED THIRTY-EIGHT AND 86/100 (\$9,238.86) DOLLARS representing the interest accrued under the Original Note, as amended by the First Amendatory Agreement, for the period July 1, 1995 through July 6, 1995;

(c) On or before the Compliance Date, Borrower and/or Beneficiary shall pay all sums payable as provided in Section 11 hereof, including, without limitation, the Reinvestment Fee, by wire transfer of funds;

(d) On before the Compliance Date, Borrower shall cause to be executed the Amended and Restated Note in the form attached hereto as Exhibit "A", and on the Compliance Date Beneficiary shall deliver the same to Lender to evidence the Loan;

(e) On or before the Compliance Date, Escrowee shall commit to cause this Second Amendatory Agreement to be duly recorded in the DuPage County Recorder's Office and Cook County Recorder's Office; and

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(f) On or before the Compliance Date, there shall have occurred no Event of Default and no event or condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default under the Loan Documents.

7. Continued Priority. In the event that by virtue of any of the terms, provisions and conditions of this Agreement or the recordation thereof a lien or other property or security interest in the Premises otherwise junior in priority to the liens created by the Original Loan Documents, as amended, shall gain superiority or priority over the liens created by the Original Loan Documents, as amended, this Agreement shall, nunc pro tunc be null and void without further action of the parties hereto, to the fullest extent as if this Agreement had never been executed to the end that the priority of the Original Loan Documents, as amended, shall not be impeded; provided that in such case the provisions of Section 11 hereof shall remain in effect as a separate agreement and Beneficiary shall remain liable thereon.

8. Failure of Compliance. Whether or not this Agreement shall have been previously recorded (subject to the proviso hereto):

(a) This Agreement shall be of no force or effect for any purpose until the Conditions Precedent shall have been satisfied; and

(b) If on or before the Compliance Date all of the Conditions Precedent shall not have been satisfied, this Agreement shall, at the election of Lender, be null and void and of no effect;

provided that in any such case the provisions of Section 11 shall remain in effect as a separate agreement and Beneficiary shall remain liable thereon.

9. Continuation of Representations. All of the warranties and representations made by Borrower, Beneficiary and General Partners, as applicable, in the Original Loan Documents, as amended, and the Letter of Credit Agreement, are hereby restated as at the date hereof as the present representations, covenants and agreements of Borrower, Beneficiary and General Partners, as applicable; provided, however, that the Estate hereby specifically disclaims any liability with respect to any representations, covenants and agreements made by Irvin Lewandowski in his individual capacity in the Original Loan Documents, as amended.

10. Escrow Closing. At the election of Lender, the transactions contemplated herein, including the recordation hereof, may be effected through an escrow (herein called the "Closing Escrow") pursuant to escrow instructions satisfactory to Lender and its counsel in which Lawyer's Title Insurance Company shall act as escrowee (herein called the "Escrowee").

11. Costs and Expenses. On or before the Compliance Date, Beneficiary shall pay: (a) to Lender, a reinvestment fee in the amount of THIRTY-EIGHT THOUSAND ONE HUNDRED AND NO/100 (\$38,100.00) DOLLARS (herein called the "Reinvestment Fee"); and (b) to Messrs. Katz Randall & Weinberg, Chicago, Illinois, Special Counsel for Lender, all costs, fees and expenses of such counsel related to the preparation and negotiation of this Agreement and the effectuation and implementation of the matters set forth herein; and (c) to the party as directed by Lender, any and all other costs or expenses involved in the effectuation and implementation of the matters set forth herein, including, but not limited to, escrow charges and title insurance premiums.

12. Impounds. All waivers of monthly tax and insurance escrow payments required by the Original Mortgage, as amended, if any, are hereby withdrawn and acknowledged to be withdrawn; and all such tax and insurance payments shall be made in accordance with the requirements of the Original Mortgage, as amended.

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13. Ratification. The Loan Documents, as hereby amended, are hereby ratified, confirmed and approved and shall remain in full force and effect.

14. Limited Recourse Agreement. The General Partners, individually, jointly and severally, hereby join in the execution of this Agreement to (among other things) reaffirm their respective obligations and covenants contained in the Limited Recourse Agreement as though fully restated herein; provided, however, that the Estate shall not assume any of the obligations or covenants of Irvin Lewandowski in the Limited Recourse Agreement, said obligations and covenants being fully assumed by the General Partners, individually, and jointly and severally.

15. Offsets and Defenses. Borrower, Beneficiary and General Partners hereby acknowledge and agree that: (i) as of the date of this Agreement, there are no offsets, defenses or counterclaims against Lender arising out of or in any way relating to the Loan Documents, (ii) they release and forever discharge Lender, its agents, servants, employees, successors and assigns and all persons, firms, corporations and organizations acting or who have acted in its behalf or and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which they or any of them may now have or claim to have against Lender or any of the other persons or entities described in this clause, (iii) whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon the Loan Documents, and (iv) Lender is not in default under the Loan Documents.

16. Full Force and Effect; Inconsistency. Except as herein modified, the terms, conditions and covenants of the Loan Documents shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this Agreement and the Loan Documents, the terms herein shall control.

17. Laws of Illinois. This Agreement shall be governed and construed under the laws of the State of Illinois.

18. Counterparts. This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a single instrument.

19. Exculpation. This Agreement is executed by DUPAGE NATIONAL BANK, as Trustee, solely in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in the Loan Documents contained, either express or implied; all such liability, if any, being expressly waived and released by the holder or holders of the Loan Documents and by all persons claiming by, through or under the Loan Documents or the holder or holders, owner or owners thereof and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that Trustee shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.

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IN WITNESS WHEREOF the parties hereto have caused this Amendatory Agreement to be duly executed all on and as of the day, month and year first above written.

BORROWER:

DUPAGE NATIONAL BANK, not personally but as Trustee aforesaid

By: [Signature]  
Its: ATO

ATTEST:

[Signature]  
Assistant Secretary

LENDER:

LUTHERAN BROTHERHOOD, a Minnesota corporation

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

- . DEPT-01 RECORDING \$58.50
- . T#0010 TRAN 3731 01/02/96 16:06:00
- . #3037 # CJ \*-96-000988
- . COOK COUNTY RECORDER

\_\_\_\_\_  
Assistant Secretary

BENEFICIARY:

NVS VENTURE, an Illinois general partnership

By: \_\_\_\_\_  
George Cibula, a general partner

- . DEPT-01 RECORDING \$1.00
- . T#0010 TRAN 3731 01/02/96 16:06:00
- . #3038 # CJ \*-96-000988
- . DEPT-10 PENALTY \$56.00

By: \_\_\_\_\_  
Timothy Gallagher, a general partner

By: \_\_\_\_\_  
Brian Liston, a general partner

The Estate of Irvin Lewandowski,  
a general partner

By: \_\_\_\_\_

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IN WITNESS WHEREOF the parties hereto have caused this Amendatory Agreement to be duly executed all on and as of the day, month and year first above written.

BORROWER: DuPAGE NATIONAL BANK, not personally but as Trustee aforesaid

ATTEST: By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Assistant Secretary

LENDER: LUTHERAN BROTHERHOOD, a Minnesota corporation

ATTEST: *[Signature]*  
Assistant Secretary

By: *[Signature]*  
Its: Vice President

BENEFICIARY: N/S VENTURE, an Illinois general partnership

By: \_\_\_\_\_  
George Cibula, a general partner

By: \_\_\_\_\_  
Timothy Gallagher, a general partner

By: \_\_\_\_\_  
Brian Liston, a general partner

The Estate of Irvin Lewandowski,  
a general partner

By: \_\_\_\_\_

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IN WITNESS WHEREOF the parties hereto have caused this Amandatory Agreement to be duly executed all on and as of the day, month and year first above written.

**BORROWER:** DUPAGE NATIONAL BANK, not personally but as Trustee aforesaid

**ATTEST:**  
\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Its:

**LENDER:** LUTHERAN BROTHERHOOD, a Minnesota corporation

**ATTEST:**  
\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Its:

**BENEFICIARY:** NYS VENTURE, an Illinois general partnership

By: [Signature]  
George Cibula, a general partner

By: [Signature]  
Timothy Gallagher, a general partner

By: [Signature]  
Brian Liston, a general partner

The Estate of Irvin Lewandowski, a general partner

By: [Signature]

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GENERAL PARTNERS:

*George J. Cibula*

George Cibula

*Timothy E. Gallagher*

Timothy Gallagher

*Brian M. Liston*

Brian Liston

THIS INSTRUMENT WAS DRAFTED BY  
AND RETURN TO:

Mark S. Richmond  
Katz Randall & Weinberg  
200 North LaSalle  
Chicago, Illinois 60601  
(312) 807-3600

*LAWYERS  
T+L  
PLU.*

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STATE OF ILLINOIS )  
 )  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that RA WELSH, as ATO President and DENNIS HORTON, as ASST Secretary of DUPAGE NATIONAL BANK, not personally or individually, but as Trustee under Trust Agreement dated December 4, 1989, and known as Trust No. 1560, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the 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 then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as his 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 hand and notarial seal this 7th day of July, 1995.

[Signature]  
Notary Public

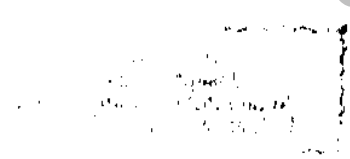


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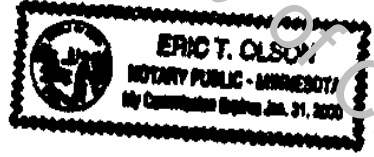


STATE OF MINNESOTA )  
COUNTY OF HENNEPIN )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Gary J. Kallsenas Vice President and Otis F. Hilbert as Assistant Secretary of LUTHERAN BROTHERHOOD, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary of said corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of July, 1995.

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

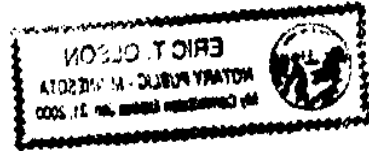


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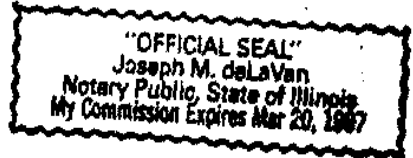


STATE OF ILL )  
COUNTY OF COOK )

I, Joseph de laVan, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that GEORGE CIBULA, TIMOTHY GALLAGHER, and BRIAN LISTON, individually and as General Partners of NVS Venture, an Illinois general partnership, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such individuals and as General Partners of NVS VENTURE, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of July, 1995.

Joseph de laVan



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STATE OF ILL )  
COUNTY OF COOK )

I, Joseph de laVan, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that GEORGE J Cibulka as EXECUTOR of the ESTATE OF IRVIN LEWANDOWSKI, as a general partner of NVS Venture, an Illinois general partnership, who is personally known to me to be the same person whose names is subscribed to the foregoing instrument as such general partner of NVS VENTURE, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as HIS own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of July, 1995.

[Signature]

"OFFICIAL SEAL"  
Joseph M. deLaVan  
Notary Public, State of Illinois  
My Commission Expires Mar 20, 1997

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2025/10/27

EXHIBIT A

Form of Amended and Restated Note

THIS NOTE AMENDS AND RESTATES IN ITS ENTIRETY A CERTAIN PROMISSORY NOTE DATED NOVEMBER 20, 1990 MADE BY DUPAGE NATIONAL BANK, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 4, 1989 AND KNOWN AS TRUST NO. 1560 PAYABLE TO THE ORDER OF LUTHERAN BROTHERHOOD, PREVIOUSLY AMENDED AND RESTATED UNDER AN AMENDED AND RESTATED PROMISSORY NOTE OF THE SAME DATE.

AMENDED AND RESTATED PROMISSORY NOTE

\$3,126,594.82

Chicago, Illinois  
July 7, 1995

FOR VALUE RECEIVED. DUPAGE NATIONAL BANK, not personally or individually, but as Trustee under Trust Agreement dated December 4, 1989 and known as Trust No. 1560 (hereinafter called the "Maker") promises to pay to the order of LUTHERAN BROTHERHOOD, a Minnesota corporation (hereinafter sometimes called "Lender"), or its assigns, at its office at 625 Fourth Avenue South, Minneapolis, Minnesota 55415, Attention: Investment Division, or at such other place as the holder or holders hereof may from time to time designate in writing, the principal sum of THREE MILLION ONE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED NINETY-FOUR AND 82/100 (\$3,126,594.82) DOLLARS, or so much thereof as remains unpaid from time to time (hereinafter called "Principal Balance"), together with interest on the Principal Balance at the rate hereinafter specified, in coin or currency, which, at the time or times of payment, is legal tender for payment of public and private debts in the United States of America, all in accordance with the terms hereinafter set forth.

From and after the date hereof, and until September 30, 1995, interest on the Principal Balance shall be computed at the rate of eight and one-half (8.5%) percent per annum (hereinafter referred to as the "Interim Rate"). For the period commencing as of October 1, 1995 through the Maturity Date (hereinafter defined), interest on the Principal Balance shall be computed at the rate of nine (9.0%) percent per annum (hereinafter referred to as the "Final Rate"). Installments of interest only at the Interim Rate shall be due and payable on August 1, 1995 and on the first (1st) day of each month thereafter to and including October 1, 1995, each in the amount of TWENTY TWO THOUSAND ONE HUNDRED FORTY-SIX AND 71/100 (\$22,146.71) DOLLARS; provided, however, that on August 1, 1995 only, the installment of interest only shall be in the amount of SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTEEN AND 37/100 (\$17,717.37) DOLLARS, representing interest accrued during the partial month of July 1995. Installments of principal and interest at the Final Rate shall thereafter be due and payable in sixty-two (62) equal monthly payments of TWENTY-EIGHT THOUSAND SIX AND 85/100 (\$28,006.85) DOLLARS, commencing November 1, 1995, and continuing thereafter on the first day of each and every calendar month through and including January 1, 2001. The entire Principal Balance, and all unpaid, accrued interest thereon, shall be due and payable in full on January 1, 2001 (hereinafter called "Maturity Date"). The aforesaid regular, monthly payments of principal and interest shall be applied first to accrued interest and the remainder thereof shall be applied to the Principal Balance; provided, however, that, if the holder hereof has made any advance of monies under the terms of any instrument securing this Note, which the Maker has not repaid, the holder hereof may, at its option, first apply any monies received from the Maker to repayment of any such advance, plus interest thereon at the rate of twelve (12%) percent per annum, or at the maximum lawful rate upon the indebtedness evidenced hereby, if any, whichever is less (hereinafter called "Default Rate"), from the date of such advance, in such order as said holder may elect, and the balance, if any,

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shall be applied to any regularly scheduled, required, monthly payment of principal and interest then due, in the manner above provided. The Default Rate shall apply only during a period of uncured default. All interest payable hereunder shall be computed on the basis of a 360-day year, but shall be charged for the actual number of days principal is unpaid.

Upon sixty (60) days' prior written notice, the Maker may make payments upon this Note in excess of the regularly scheduled, required monthly payments of principal and/or interest on any regularly scheduled, required monthly payment date. Except when to the contrary expressly permitted by the Mortgage, any such prepayment shall be accompanied by a reinvestment charge equal to one (1%) percent of the Principal Balance so prepaid. No reinvestment charge shall be required to accompany payment in full of this Note on the Maturity Date or during the ninety (90) day period preceding the Maturity Date. Except when to the contrary expressly provided by the Mortgage, in the event that the indebtedness evidenced hereby becomes due as a result of the exercise by the holder hereof of any right to declare all indebtedness evidenced hereby to be due and payable in full, payment of said indebtedness shall be accompanied by payment of the reinvestment charge specified above which would be applicable to a voluntary prepayment then made. All prepayments may, at the option of Lender, be applied to advances made by Lender under the terms of any instrument which secures or refers to this Note, together with interest thereon at the Default Rate, to accrued interest, and to the Principal Balance in such order as Lender may elect. If Lender elects to apply any such prepayments to unpaid installments of the Principal Balance in the inverse order of their maturity, said application shall not postpone, excuse or reduce the amount of the other regularly scheduled, required monthly payments of principal and/or interest payable hereunder.

In the event that any required payment of principal and/or interest is not made within ten (10) days of the due date thereof, a late payment charge of two (\$.02) cents for each dollar (\$1.00) so overdue may be charged by the holder hereof for the purpose of defraying a portion of the expense incident to handling such overdue payment. In the event that any such overdue payment is not made within one (1) month of the due date thereof, an additional late payment charge of two (\$.02) cents for each dollar (\$1.00) so overdue may be charged by the holder thereof for such purpose, and said holder may charge an additional four (\$.04) cents for each dollar (\$1.00) so overdue for each additional month, or fraction thereof, during which any such payment remains past due. The foregoing late payment charges apply individually to each required payment of principal and interest, which is past due, and once imposed will not be adjusted pro rata on a daily basis.

Notwithstanding any provisions herein or in any instrument securing or referring to this Note contained, the total liability of the Maker for payments in the nature of interest hereunder or thereunder shall not exceed interest at the maximum rate permitted by the laws of the State of Illinois, if any, and any amount paid as interest in excess of said maximum rate shall not be deemed to be a payment of interest and shall be refunded to the Maker.

Time is of the essence hereof. Notwithstanding any provision herein which may be construed to provide to the contrary, in the event of any default in the payment of any payment of principal and/or interest, or any part thereof, when due hereunder, in the event of any default in the payment of any other sum of money required to be paid hereunder, under the Mortgage (hereinafter defined) or under any other instrument which secures or refers to this Note (hereinafter called "Other Loan Documents"), or in the event of any default in the performance of or compliance with any other covenant or condition of this Note or any other covenant or condition of the Mortgage or of any Other Loan Document, then, in any such case, the entire Principal Balance, with all accrued interest, any late payment charges and any applicable reinvestment charge, shall, at the option of the holder hereof, become immediately due and payable, without notice, at the place of payment aforesaid. Failure to exercise this option, however often, shall not constitute a waiver of the right to exercise it thereafter; provided,

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however, that such option may not be exercised as to any given default subsequent to the correction of that default. From and after the date of occurrence of any such default, and from and after the Maturity Date, interest shall accrue on the Principal Balance at the Default Rate and shall be due and payable on the first day of each calendar month or on demand, at Lender's option; provided, however, that if all defaults are corrected and the indebtedness secured hereby is fully reinstated in accordance with Illinois law, the interest payable thereon shall again be computed at the rate provided on Page 1 of this Note, unless and until another default shall occur. Except as hereinafter expressly provided, no modification or amendment of the terms of this Note shall be effective unless made in a writing signed by the parties hereto.

Each Maker, co-maker, endorser, surety and guarantor hereby guaranties payment of this Note, waives demand, presentment, notice of nonpayment, protest, notice of protest, notice of dishonor and diligence in collection and agrees that without any notice the holder hereof, alone or together with any present or future owner or owners of any property covered by the Mortgage or by any Other Loan Document (herein called "Mortgaged Property"), may from time to time extend, renew or otherwise modify the date or dates or amount or amounts of payment above recited, or the holder hereof may from time to time waive any right it has hereunder, under the Mortgage or under any Other Loan Document and may release any part or parts of the Mortgaged Property from such Mortgage or Other Loan Document, with or without consideration, and that, in any such case, each maker, co-maker, endorser, surety and guarantor shall continue liable to pay the unpaid balance of the indebtedness evidenced hereby as so extended, renewed or modified, and notwithstanding any such waiver or release; and further agrees to pay all costs of collection, including court costs and a reasonable amount for attorneys' fees (including, but not limited to, court costs and reasonable attorneys' fees on appeal), in case any payment shall not be made when due, and all costs and expenses, including court costs and reasonable attorneys' fees (including court costs and reasonable attorneys' fees on appeal), incurred in protecting the security for this Note or in preserving the Mortgaged Property, or in exercising or defending, or in obtaining the right to exercise, the rights and remedies of Lender hereunder, under the Mortgage or under any Other Loan Document, whether suit be brought or not, and in probate, bankruptcy, insolvency, arrangement, reorganization, receivership and other debtor-relief proceedings, whether or not the holder hereof prevails therein, together with interest thereon at the Default Rate from and after the date of payment of any such costs, expenses and/or fees by said holder.

Notwithstanding anything to the contrary hereinabove set forth, and except as provided hereinafter, the Maker shall have no personal liability for payment of the indebtedness evidenced hereby or for performance of the covenants set forth in this Note, in the Mortgage or in any Other Loan Document, and Lender agrees not to assert or claim a deficiency or other personal judgment against the Maker, but rather to look solely to the Mortgaged Property, and to the obligations under and proceeds of any separate guaranty of the payment of such indebtedness and/or the performance of any such covenants (hereinafter called "Guaranty"), for payment of any such indebtedness or for performance of any such covenants. The foregoing shall not be deemed or construed to be a release of the indebtedness evidenced hereby or to in any way impair, limit or otherwise affect this Note, the Mortgage or any Other Loan Document, including, but not limited to, any Guaranty, or any liens created thereby on the Mortgaged Property as security for the payment of the indebtedness evidenced or secured thereby and for the performance of the covenants in this Note, in the Mortgage or in any Other Loan Document contained, or prevent Lender from naming the Maker, its partners, its permitted successors and assigns, as a defendant in any action to enforce any remedy for a default, so long as no personal or deficiency judgment is sought or entered therein against the Maker, the beneficiary of Maker, its partners, successors and assigns, for payment of any such indebtedness or performance of any such covenants, except to the extent that it or they have guarantied such payment and/or performance by executing a Guaranty. However, it is expressly understood and agreed that the aforesaid limitation on liability shall in no way

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affect or apply to the Maker's continued personal liability for the payment to Lender of (i) any rents, issues, profits and/or income collected by the Maker from the Mortgaged Property after a default hereunder, under the Mortgage or under any Other Loan Document; (ii) security deposits made by tenants of the Mortgaged Property; (iii) payment of Impositions (as that term is defined in the Mortgage) and insurance premiums required to be paid by the Maker under the Mortgage; (iv) attorneys' fees as provided for herein, in the Mortgage and in any Other Loan Document; (v) insurance proceeds and condemnation awards, payments and consideration which the Maker receives and to which Lender is entitled pursuant to the Mortgage or under any Other Loan Document; (vi) damage to the Mortgaged Property from waste committed or permitted by the Maker or from a failure by the Maker to maintain or repair the same as required by the Mortgage or under any Other Loan Document; (vii) any liabilities, costs or expenses incurred by Lender by reason of the failure of the Maker to observe its covenants in the Mortgage or in any Other Loan Document with respect to Hazardous Wastes (as that term is defined in the Mortgage); and (viii) damages suffered by the Lender as a result of the failure of Maker to pay any of the foregoing.

This Note is secured by a Combination Mortgage, Security Agreement and Fixture Financing Statement, and other loan documents, dated November 20, 1990, as amended by First Amending Agreement dated as of October 1, 1994, and as further amended by a Second Amending Agreement of even date herewith (herein, as amended, called the "Mortgage") covering the Mortgaged Property, which is located in Cook County, Illinois.

This Note is made with reference to and shall be construed in accordance with and governed by the laws of the State of Illinois.

This Agreement is executed by DUPAGE NATIONAL BANK, not personally or individually, but as Trustee under Trust Agreement dated December 4, 1989 and known as Trust No. 1560 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by DUPAGE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against DUPAGE NATIONAL BANK, as Trustee under Trust Agreement dated December 4, 1989 and known as Trust No. 1560 by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

DUPAGE NATIONAL BANK, not personally or individually, but as Trustee under Trust Agreement dated December 4, 1989 and known as Trust No. 1560

By: \_\_\_\_\_  
Its:

ATTEST:

By: \_\_\_\_\_  
Its:

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