

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:

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. COOK COUNTY RECORDER

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**AMENDMENT TO NOTES, MORTGAGE AND SECURITY AGREEMENT,
ASSIGNMENT OF RENTS, LEASE SUBORDINATION AGREEMENT,
WHOLESALE SECURITY AGREEMENT,
COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST,
GUARANTY, ASSIGNMENT OF OPEN ACCOUNTS, AND
CERTAIN OTHER LOAN DOCUMENTS**

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This Amendment to Notes, Mortgage And Security Agreement, Assignment of Rents, Lease Subordination Agreement, Wholesale Security Agreement, Collateral Assignment of Beneficial Interest, Guaranty, Assignment of Open Accounts and Certain Other Loan Documents (this "Amendment") is entered into as of this 21st day of December, 1995, by and among GREATBANC TRUST COMPANY, as Successor Trustee to First National Bank in Chicago Heights, not individually, but Solely as Trustee Under Trust Agreement Dated October 1, 1985 and known as Trust No. 6040 (the "Trust"), and DAVID L. MILLER (together with the foregoing entities hereinafter sometimes referred collectively as the "Obligors" or individually as "Obligor"), and GENERAL MOTORS ACCEPTANCE CORPORATION, a New York corporation ("GMAC") and GENERAL MOTORS CORPORATION ("GMC" and together with GMAC hereinafter referred to as "Lender").

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RECITALS:

WHEREAS, DAVID L. MILLER and Trust have executed and delivered to Lender certain Substitute Notes dated as of March 6, 1992 in the original principal amounts of \$9,859,007.52 ("Note 1") and \$3,404,916.05 ("Note 2") (jointly hereinafter referred to as the "Notes");

WHEREAS, the Notes were secured by, among other things, that certain Mortgage and Security Agreement dated as of February 1, 1988 in favor of GMAC and recorded as Document No. 88066886 on February 16, 1988 with the Cook County Recorder's Office (the "GMAC Mortgage");

WHEREAS, the Notes were further secured by that certain Mortgage and Security Agreement dated as of February 1, 1988 in favor of GMC and recorded as Document No. 88066888 on February 16, 1988 with the Cook County Recorder's office (the "GMC Mortgage" together with the GMAC Mortgage, each as subsequently amended, are hereinafter referred to as the Mortgage);

WHEREAS, the Mortgage was amended on October 31, 1990 and recorded as Document No. 91040019 on January 25, 1991 with the Cook County Recorder's Office;

WHEREAS, the Mortgage was further amended on March 6, 1992 and recorded as Document No. 92242860 on April 9, 1992 with the Cook County Recorder's office;

WHEREAS, the Trust is the owner of certain real property located in the County of Cook, State of Illinois, commonly known as 915 West Dundee Road, Buffalo Grove, Illinois, and legally described on Exhibit A attached hereto (the "Property");

WHEREAS, the Notes were also secured by certain other loan documents, including without limitation, Assignments of Rents, Lease Subordination Agreements, Collateral Assignments of Beneficial Interest, Assignments of Open Account, Security Agreements and Guaranties (such documents along with the Mortgage hereinafter referred to as the "Loan Documents");

WHEREAS, at Obligors sole request, Lender has agreed, subject to the terms and conditions contained herein, to amend and modify the Loan Documents in order to extend the maturity date of the Notes from November 1, 1995 to November 1, 2000, (the "Maturity Date");

WHEREAS, Lender has further agreed to reduce the annual interest rate to the prime rate (as defined in the Notes) plus ONE PERCENT (1.00%);

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NOW, THEREFORE, in order to induce Lender to extend the Maturity Date and amend the rate of interest as aforesaid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. The recitals set forth above are hereby incorporated as though fully set forth herein and this Amendment shall be construed in light thereof. Each of the Obligors represents and warrants to Lender that the foregoing recitals are true and correct and contain no material misrepresentation or omit such information or facts that, but for such information or facts, would render the foregoing misleading.

2. Any and all security heretofore given GMAC and GMC, including but not limited to the Loan Documents, as may be amended from time to time, shall continue in full force and effect as security for the Indebtedness as defined in the Mortgage.

3. This Amendment is not intended to release the Mortgage or other security heretofore given GMAC and GMC or to discharge the lien thereof.

4. Any other documents, agreements, obligations or contracts of any and every kind that refer to the Mortgage in any way shall incorporate the amendments made herein.

5. Each of the Obligors hereby confirms and certifies to Lender that each of their respective representations and warranties contained in the Loan Documents is true, complete and correct in all respects.

6. The Notes are hereby amended by deleting all references to a Maturity Date of November 1, 1995 and replacing such Maturity Date with November 1, 2000.

7. The parties acknowledge and agree that the outstanding principal amount owing under Note 1 as of the date of this Amendment is \$6,297,897.57. Note 1 is therefore amended hereby by deleting the words and numbers "NINE MILLION EIGHT HUNDRED FIFTY-NINE THOUSAND SEVEN and 52/100 DOLLARS (\$9,859,007.52)" contained in Note 1 and substituting "SIX MILLION TWO HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED NINETY-SEVEN and 57/100 DOLLARS (\$6,297,897.57)" therefor. Nothing contained in the foregoing Amendment shall be construed to deem to have repaid or forgiven the unpaid principal amount of, or unpaid accrued interest on, Note 1.

8. The parties further acknowledge and agree that the outstanding principal amount owing under Note 2 as of the date of this Amendment is \$2,906,650.16. Note 2 is therefore amended hereby by deleting the words and numbers "THREE MILLION FOUR HUNDRED FOUR THOUSAND NINE HUNDRED SIXTEEN and 05/100 DOLLARS (\$3,404,916.05)" and substituting "TWO MILLION NINE HUNDRED SIX THOUSAND SIX HUNDRED FIFTY and 16/100 DOLLARS (\$2,906,650.16)" therefor. Nothing contained in

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the foregoing Amendment shall be construed to deem to have repaid or forgiven the unpaid principal amount of, or unpaid accrued interest on Note 2.

9. Each of Note 1 and Note 2 is hereby further amended by deleting the first, second and third lines of the second paragraph on page 1 and substituting the following therefor:

"Interest shall be paid at a rate per annum equal to the prime rate (as hereinafter defined) from time to time in effect plus ONE PERCENT (1.00%). Installments shall be applied first to payment of interest then to principal."

10. The obligations of Lender to agree to the modifications contained in this Amendment shall be subject to each Obligor, as applicable, having delivered or caused to be delivered to Lender, the following, all of which shall be in the form and substance acceptable to Lender: (i) this Amendment; (ii) recording of this Amendment; (iii) Corporate Resolutions of Corporate Obligor authorizing this Amendment and the execution and delivery of any and all documents reasonably necessary to effectuate this Agreement or reasonably required by Lender in connection herewith; (iv) Consents of all Guarantors; (v) Certificates of Good Standing for the Corporate Obligor, as applicable, from the Secretary of State of Illinois; and (vi) such other documents as Lender may reasonably require.

11. Obligors hereby agree to pay all expenses, charges, costs and fees (including, but not limited to, reasonable attorneys' fees and expenses) in connection with the documentation of this Amendment, all recording fees and charges, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this Amendment (collectively, the "Additional Loan Expenses"). In the event the Additional Loan Expenses are not paid to Lender within five (5) days after written demand therefore by Lender, the Additional Loan Expenses shall bear interest from the date so incurred until paid at the highest rate allowable by law.

12. Except as expressly modified hereby, all other terms of any prior Loan Documents shall remain unchanged and confirmed hereby.

13. Each Obligor and the Trust hereby ratify and confirm its, his or her respective liabilities and obligations under the Note and Loan Documents and each other instrument or agreement delivered in connection with the Notes, each as amended by this Amendment, and the liens and security interest created by the Loan Documents and acknowledges and represents that it, he or she has no defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of Obligor thereunder. Each Obligor, for themselves and for their successors, assigns, heirs, families, and agents, as applicable do hereby fully, unconditionally and absolutely forever release and discharge Lender, its successors, assigns, administrators, officers, shareholders and agents of and from any and all claims, judgments,

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demands or causes of action of whatsoever nature, whether known or unknown, which he, she or it may have against Lender for, or on account of, by reason of, or arising in connection with the Notes or the Loan Documents, this Amendment, or any matters relating to the provision or denial of credit, now or hereafter, to any Obligor by Lender.

14. Except as expressly provided herein, each of the Notes, the Loan Documents, and each other instrument or agreement delivered in connection with the Notes shall remain in full force and effect in accordance with their respective terms. The parties agree that the execution and delivery of this Amendment shall not operate to waive any remedies that Lender may have with respect to the Notes and the Loan Documents, or any other instrument or agreement delivered in connection with the Notes, or obligate Lender to make any further extensions of credit.

15. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original provided, however, that all such counterparts shall together constitute but one and the same Amendment.

16. This Amendment is executed by **GREATBANC TRUST COMPANY**, not personally but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing in this Amendment shall be construed as creating any liability on such trustee personally to perform any express or implied covenant, condition or obligation under this Amendment. All such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Amendment; provided, however, that the foregoing exculpation of the trustee shall not impair or otherwise affect any of Lender's rights or remedies against the assets held by the Obligors or other collateral now or hereafter pledged to Lender as security of the obligations of the Obligors or against any of the Obligors or any other person or entity liable for the obligations of the Obligors.

17. Each of the Obligors and the Trust, represents and warrants to Lender that each has fully power and authority to execute and deliver this Amendment and to perform their respective obligations hereunder. Upon the execution and delivery hereof, this Amendment will be valid, binding and enforceable against Obligors in accordance with its terms. Execution and delivery of this Amendment do not and will not contravene, conflict with, violate or constitute a default under: (i) as applicable, the trust agreement governing the Trust or the Articles of Incorporation and By-Laws as applicable; or (ii) any applicable law, rules regulation, judgment, decree or order or any agreement, indenture or instrument to which Obligor or the Trust, is a party or is bound or which is binding upon or applicable to the "Property" or any portion thereof.

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18. Each of Obligors and the Trust, represents and warrants to Lender that no default or event or condition which could become a default with the giving of notice or passage of time, or both, exists under the Notes or the Loan Documents all as amended by this Amendment.

19. There is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Obligors from complying with or performing his or its respective obligations under the Notes and the Loan Documents or any other instrument or agreement delivered in connection with the Notes all as amended by the Amendment, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

20. Each of Obligors and the Trust, hereby ratifies and confirms its or his respective liabilities and obligations under the Notes, the Loan Documents, and each other instrument or agreement delivered in connection with the Notes each as amended by this Amendment, and the liens and security interests created by the Loan Documents, and acknowledge that it or he has no defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of Obligor or, the Trust, thereunder. Each of Obligors and the Trust, represents and warrants that it has not materially amended by agreement or trust which alters or otherwise affects the obligations of any party hereunder.

21. This Amendment shall be binding on the Trust, and their respective heirs, legatees, administrators, personal representatives, successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns. The obligations and liabilities of Obligors and the Trust, under this Amendment shall be joint and several.

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IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

LENDER:

GENERAL MOTORS
ACCEPTANCE CORPORATION,
a New York corporation

By: _____
Its: _____

GENERAL MOTORS CORPORATION,
a New York corporation

By: _____
Its: _____

BORROWER:

GREATBANC TRUST COMPANY,
But Solely as Trustee as Aforesaid

By: Angela Bianchetti
Its: SENIOR LIAISON TRUST OFFICER

David L. Miller
DAVID L. MILLER, Individually

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EXHIBIT A

PARCEL 1: LOT 2 IN THE RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT NUMBER 25344703 BEING A RESUBDIVISION OF LOT 1 IN GRAND-SPALDING DODGE SUBDIVISION, RECORDED DECEMBER 17, 1976 AS DOCUMENT NO. 23752075, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 03-08-101-021

Street Address: 915 W. Dundee Road
Buffalo Grove, IL 60089

Prepared by:

William A. O'Connor, Esq.
Sachnoff & Weaver, Ltd.
30 S. Wacker Drive
Suite 2900
Chicago, Illinois 60606

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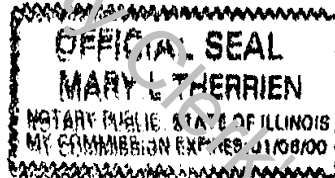
STATE OF ILLINOIS)
)
COUNTY OF it) SS:

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 21 day of December, 1995, personally appeared before me Louise M. Miller, the Assistant Secretary of GENERAL MOTORS ACCEPTANCE CORPORATION, which person is to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he/she is the Assistant Secretary of said corporation, and that he/she signed and delivered the same in behalf of said corporation acting as general partner of said partnership, with authority, as his/her and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Louise M. Miller
Notary Public

My commission expires: 1/6/00



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STATE OF ILLINOIS)

COUNTY OF Cook)

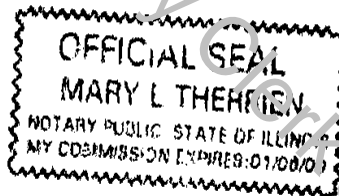
SS:

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 21 day of December, 1995, personally appeared before me Mary L. Therrien, the Assistant Secretary of GENERAL MOTORS CORPORATION, which person is to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he/she is the Assistant Secretary of said corporation, and that he/she signed and delivered the same in behalf of said corporation acting as general partner of said partnership, with authority, as his/her and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Mary L. Therrien
Notary Public

My commission expires: 1/6/98



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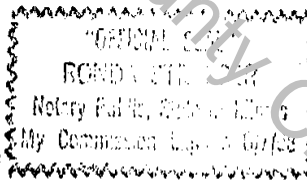
STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

The Undersigned, a Notary Public within and for said County, in the State
aforesaid, duly commissioned and acting, do hereby certify that on this 17 day of
~~December, 1995~~ ^{January, 1996}, personally appeared before me Angela Giannetti, the
Sr. Land Trust Officer of **GREATBANC TRUST COMPANY**, as Trustee, which person is
to me personally well known and known to be the person who signed the foregoing
instrument, and who, being by me duly sworn, stated and acknowledged that he/she is the
Sr. Land Trust Officer of said corporation, and that he/she signed and delivered the same in
behalf of said corporation, with authority, as his/her and its free and voluntary act and deed
for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day
and year in this certificate above written.

Angela Giannetti
Notary Public

My commission expires: _____



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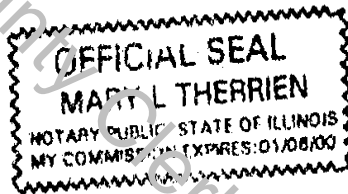
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 27 day of ~~November~~, 1995, personally appeared before me DAVID L. MILLER, which person is to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he/she signed and delivered the same in his/her own free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

M. L. Therrien
Notary Public

My commission expires: 1/2000



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