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03/22/96

**SECOND
NOTE, MORTGAGE
AND LOAN DOCUMENT
MODIFICATION AGREEMENT**

DEPT-01 RECORDING \$41.00
T40012 TRAN 0312 04/25/96 12:10:00
4379 CG *-96-312623
COOK COUNTY RECORDER

THIS SECOND NOTE,
MORTGAGE AND LOAN
DOCUMENT MODIFICATION
AGREEMENT, effective as
of the 15th day of
February, 1996 but

executed as of this 5th day of April, 1996 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated August 1, 1985 and known as Trust No. 65170 ("Mortgagor"), DIV/CLARK BUILDING PARTNERSHIP, an Illinois partnership ("Beneficiary") and RICHARD ZISOOK and MICHAEL SUPERA ("Partners" and collectively with Mortgagor and Beneficiary, the "Borrower") and LASALLE BANK NI, formerly known as LaSalle Bank Lake View, a state bank ("Mortgagee").

RECITALS.

A. Borrower executed and delivered to Mortgagee that certain Mortgage Note payable to Mortgagee dated August 19, 1992 in the principal amount of \$4,752,453.00 (said note and any and all extensions and renewals thereof, amendments thereto and or substitutions or replacements thereof is referred to herein as the "Note") pursuant to which Maker promised to pay said principal sum (or as so much thereof as was disbursed), together

This instrument prepared by
and after recording should
be returned to:

Michael S. Kurtzon
Miller, Shakman, Hamilton,
Kurtzon & Schlifke
208 South LaSalle Street
Chicago, Illinois 60604
(312) 263-3700

Permanent Index Nos.:

17-04-223-053
17-04-223-034

Address of Property:

1201 North Clark Street
Chicago, Illinois

BOX 333-CTI

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1701
738447
L40483L
H1

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2025
District 1

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with interest on the balance of principal from time to time outstanding and unpaid thereon at the rate and at the times specified in the Note. The Note is secured by (i) a certain Mortgage dated as of August 19, 1992 and recorded in the Office of the Cook County Recorder of Deeds on August 31, 1992 as Document No. 92644637 (the "Mortgage") upon the property legally described on Exhibit "A" attached hereto and commonly known as 1201 North Clark Street, Chicago, Illinois, (ii) a certain Collateral Assignment of Leases and Rents dated August 19, 1992 and recorded in the Office of the Cook County Recorder of Deeds on August 31, 1992 as Document No. 92644638, and (iii) certain other instruments and documents (collectively referred to herein as the "Loan Documents").

B. The Note, Mortgage and Loan Documents heretofore were amended pursuant to a Mortgage and Loan Document Modification Agreement dated June 14, 1994 and recorded June 17, 1994 in the Office of the Cook County Recorder of Deeds as Document No. 94535906 (the "Modification Agreement") whereby the Note, Mortgage and Loan Documents were cross-defaulted and cross-collateralized with the "Acquisition Note", "TI Note" and "1165 Loan Documents" (as defined in the Modification Agreement).

C. Mortgagee and Mortgagor are entering into this Agreement for the purpose of modifying the Note, Mortgage and other Loan Documents to provide for (i) a change in the interest rate of the Note to 7.02% per year, (ii) a change in the amortization schedule for the Note, and (iii) an increase in the principal amount of the indebtedness evidenced by the Note reflecting the capitalization of an extension fee in the amount of \$22,644.00 and a loan fee in the amount of \$23,281.00 which, when added to the current outstanding principal balance of the indebtedness evidenced by the Note will result in a new stated principal amount of the Note in the amount of \$4,574,658.43.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. The recitals hereinabove set forth are true and correct and are hereby incorporated into this Agreement by this reference. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Mortgage.

2. The Note is amended as follows:

(a) The stated principal amount of the Note is hereby changed from \$4,752,453.00 to \$4,574,658.43.

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(b) The Borrower hereby exercises its one time option to convert the Interest Rate on the Note to a fixed rate. The Interest Rate set forth in the Note is hereby changed to 7.02% per annum effective February 15, 1996.

(c) The date each month on which payments of principal and interest are due on the Note is changed from the first to the fifteenth day of each month effective with the payment due March 15, 1996. Commencing with the monthly payment due on March 15, 1996 and on the fifteenth day of each month thereafter, Maker shall pay the indebtedness evidenced by the Note in equal monthly installments of \$12,931.12 which includes principal and interest at the Interest Rate, through and including the 15th day of January, 2002 with a final balloon payment of the remaining outstanding principal balance and all accrued unpaid interest due and payable on February 1, 2002.

(d) Interest shall be computed on the basis of a three hundred sixty (360) day year consisting of twelve thirty (30) day months.

3. The Mortgage and other Loan Documents hereby are amended by (a) changing the stated principal balance of the indebtedness thereby secured from \$4,752,453.00 to \$4,574,658.43, and (b) the maturity date of the Note as set forth in the Mortgage and other Loan Documents is extended to February 1, 2002.

4. The Mortgagor hereby consents to the modifications to the Acquisition Note, TI Note and Other 1165 Loan Documents (as defined in the Modification Agreement) as set forth in that certain Note, Mortgage and Loan Document Modification Agreement of even date herewith by and among LaSalle National Trust, N.A., as Trustee under a Trust Agreement dated June 1, 1994 and known as Trust No. 118796, 1165 North Clark, L.L.C. an Illinois limited liability company and Mortgagee.

5. Borrower acknowledges that no defenses, offsets or counterclaims are, as of the date hereof, available to Borrower under the Loan Agreement, Mortgage, Note or any of the Loan Documents. Borrower hereby remakes and ratifies all representations, warranties and agreements made by either of them in and upon the execution and delivery of the Note, Mortgage and other Loan Documents.

6. Nothing herein contained shall impair the Note, Mortgage or Loan Documents in any way nor alter, waive, annul, vary nor affect any provision, condition or covenant herein contained except as expressly herein provided nor affect or impair any right, power or remedy of Mortgagee, it being the intention of the parties hereto that the terms and provisions of

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the Note, Mortgage and Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.

7. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

8. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Agreement shall be made or claimed by Borrower and no notice of any extension, change, modification or amendment, made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

9. Borrower shall deliver to Mortgagee the following concurrently herewith (or later as specified below):

(a) An endorsement (dated as of the date of the recording of this Agreement) from Chicago Title Insurance Company ("Title Insurer") to the ALTA Loan Policy previously issued to Mortgagee pursuant to which the Title Insurer shall insure Mortgagee that the Mortgage, as amended hereby, constitutes a valid first lien on real estate, subject only to exceptions acceptable to Mortgagee;

(b) An opinion of counsel for Borrower satisfactory to Mortgagee;

(c) A Reaffirmation of Guaranty executed by the Guarantors of the Note in form and content satisfactory to Mortgagee;

(d) Payment of all costs, fees and expenses incurred by Mortgagee in respect to the transactions described herein, including, without limitation, the fees of Mortgagee's attorneys; and

(e) Such other documents, instruments and certificates as Mortgagee may reasonably request.

10. This Instrument is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or

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hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note and the owners or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the liens thereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of any Guarantors or Beneficiary of the indebtedness hereby secured or by proceeding against any other collateral security therefor.

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

ATTEST:

By: 
Its: _____

MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally
but as Trustee as aforesaid

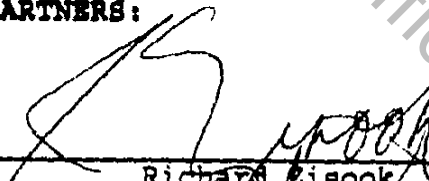
By: 
Its: _____

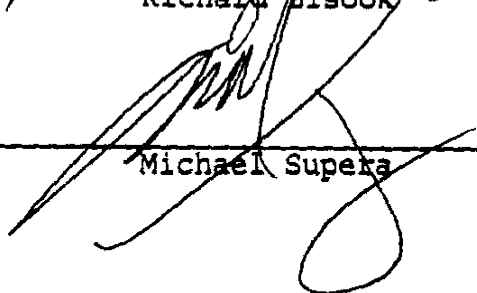
BENEFICIARY:

DIV/CLARK BUILDING PARTNERSHIP, an
Illinois partnership

By: 
a General Partner

PARTNERS:


Richard Lisook


Michael Supera

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MORTGAGEE:

LASALLE BANK NI

ATTEST:

By: *James B. Lewis*
Its: Clerk

By: *John J. [Signature]*
Its: *John J. [Signature]*

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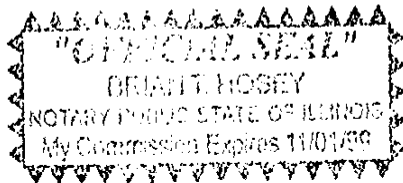
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that J. MICHAEL WHELAN and GREGORY S. KASPRZYK, the VICE PRESIDENT and ASSISTANT SECRETARY of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustees as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY 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 of said corporation for the uses and purposes therein set forth; and the said GREGORY S. KASPRZYK then and there acknowledged that said ASSISTANT SECRETARY, as custodian of the corporate seal of said corporation, caused the corporate seal of said corporation to be affixed to said instrument as said as 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 APR 17 1996 day of _____, 1996.

(NOTARY SEAL)



Signature of Brian T. Hooley
Notary Public
My Commission Expires: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, SUNNY PERRI, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that RICHARD ZISOOK, a General Partner of DIV/CLARK BUILDING PARTNERSHIP, an Illinois partnership, whose name is subscribed to the foregoing instrument as such General Partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of April, 1996.

(NOTARY SEAL)

Sunny Perri
Notary Public

My Commission Expires:
SUNNY PERRI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-29-98

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 15th day of April, 1996 before me personally appeared RICHARD ZISOOK personally known to me to be the same person whose name is subscribed to the foregoing instrument and severally acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Chicago in the County of Cook and State of Illinois the day and year last aforesaid.

OFFICIAL SEAL
SUNNY PERRI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-20-98

Sunny Perri
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 15th day of April, 1996 before me personally appeared MICHAEL SUPERA personally known to me to be the same person whose name is subscribed to the foregoing instrument and severally acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Chicago in the County of Cook and State of Illinois the day and year last aforesaid.

OFFICIAL SEAL
SUNNY PERRI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-20-98

Sunny Perri
Notary Public

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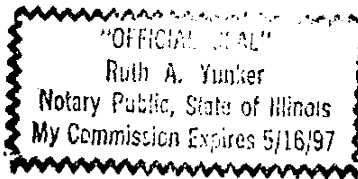
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STATE OF ILLINOIS)) SS.
COUNTY OF COOK))

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that TONI STANER, VICE President and TREVOR CAIN, LOAN OFFICER Secretary of LASALLE BANK NI personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and VICE Secretary 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 of said Company for the uses and purposes therein set forth 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 17th day of April, 1996.

(NOTARY SEAL)



Ruth A. Yunker
Notary Public

My Commission Expires: _____

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOTS 17, 18 AND 19 AND LOT 20 (EXCEPT THE SOUTH 3 FEET OF SAID LOT 20) IN SOPHRER'S SUBDIVISION OF LOT 30 IN BRONSON'S ADDITION TO CHICAGO, IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 23 FEET OF LOT 18 IN CHICAGO LAND CLEARANCE COMMISSION NO 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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