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This instrument prepared /
by and after recording /
return to: /
Sherry Bird /
American National Bank /
One N. Dunton Avenue /
Arlington Hts., IL 60005 /

97653632

DEPT-01 RECORDING \$29.00
T#0012 TRAN 6573 09/05/97 12:05:00
#5154 # CG #-97-653632
COOK COUNTY RECORDER

Property of Cook County Clerk

75686513①

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

MODIFICATION AGREEMENT (Mortgage and Assignment of Rents and Assignment of Rents, Leases and Contracts)

This Modification Agreement is effective as of this 31st day of May, 1997, between Itasca Bank & Trust Co., as Trustee under Trust Agreement dated August 25, 1987 and known as Trust Number 10502 (hereinafter referred to as "Mortgagor") and American National Bank and Trust Company of Chicago (hereinafter referred to as "Lender").

WITNESSETH

WHEREAS, on October 25, 1995, Mortgagor executed in favor of NBD Bank ("NBD"), a Mortgage and Assignment of Rents (the "Mortgage") and Assignment of Rents, Leases and Contracts (the "Assignment") subsequently recorded on November 13, 1995 in Cook County, Illinois as document numbers 95782242 and 95782243, respectively, concerning real estate, legally described in Exhibit "A" attached hereto and incorporated herein. The Mortgage and Assignment were given by Mortgagor to secure payment to NBD of two notes as follows: the first, a Secured Promissory Note dated October 25, 1995 in the principal sum of SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00) ("Note 1"), executed by Mortgagor; and the second, a Revolving Business Credit Note dated October 25, 1995 in the principal sum of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) ("Note 2") executed by Active Graphics, Inc., an Illinois corporation ("Active"); and

WHEREAS, Active has executed a new note in favor of Lender dated as of May 31, 1997 in the principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00) which replaces Note 2; and

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BOX 333-CTI

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WHEREAS, Note 1 and Note 2 are collectively referred to hereinafter as the "Note", with such other amendments, modifications, extensions, renewals or replacements thereof; and

WHEREAS, on July 19, 1996, pursuant to that certain Agreement to Purchase Assets and Assume Liabilities between NBD and Lender, NBD sold and transferred all related interest in the Note, Mortgage, Assignment and all other related documents to Lender; and

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage and Assignment as herein set forth; and

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree to modify the Mortgage and Assignment as follows:

1. The "Revolving Note" as defined in the Mortgage shall hereby mean that certain Promissory Note (Secured) dated May 31, 1997 in the principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00), and any and all amendments, modifications, extensions, renewals or replacements thereof.
2. The following subparagraph is hereby added to the Assignment:

"(d) the payment of any and all obligations of Active Graphics, Inc., including but not limited to that certain Promissory Note (Secured) dated May 31, 1997 in the principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00), and any and all amendments, modifications, extensions, renewals or replacements thereof."
3. The sentence of the Assignment which reads, "The obligations described in the foregoing subparagraphs (a), (b), and (c) are hereinafter sometimes collectively called the "Obligations"." is hereby deleted in its entirety and replaced with the following:

"The obligations described in the foregoing subparagraphs (a), (b), (c), and (d) are hereinafter sometimes collectively called the "Obligations"."
4. The Mortgage and Assignment securing the Note are valid and subsisting liens on the premises described in the Mortgage and Assignment.

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5. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Note, Mortgage and Assignment.
6. This Modification shall be incorporated into and made a part of the Mortgage, the Assignment and Note, as amended, and all other related loan documents executed by Mortgagor.
7. Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to Lender such additional documentation as Lender shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to Lender by or on behalf of Mortgagor.
8. This Modification shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.
9. This Modification shall inure to the benefit of Lender's successors and assigns, and shall be binding upon the successors and assigns of Mortgagor.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above.

"MORTGAGOR"

ITASCA BANK & TRUST CO., solely as Trustee as aforesaid, and not personally

BY: *Barbara Love*

ITS: Vice Pres & Sr. Tr. Offs.

STATE OF ILLINOIS)
)SS.
COUNTY OF DuPage)

This instrument was acknowledged before me on 8/19/97 by Barbara Love as V.P. & Sr. Tr. Off. of Itasca Bank & Trust Co.

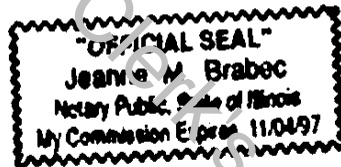
Jeanne M. Brabec
Notary Public

"LENDER"

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY: *Kreg J. Jackson*

ITS: ASSISTANT VICE PRESIDENT

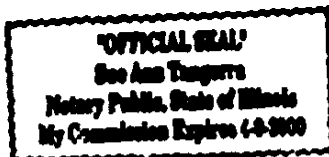


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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

This instrument was acknowledged before me on 5-31-97 by Kreg J. Jackson as A.V.P. of American National Bank and Trust Company of Chicago.

Jeanne M. Brabec
Notary Public



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EXHIBIT "A"
TO
MODIFICATION AGREEMENT
DATED MAY 31, 1997

LEGAL DESCRIPTION:

PARCEL 1:

THE EAST 9.28 FEET OF LOT 2 AND LOTS 3 AND 4 IN SUBDIVISION OF THE EAST 75 FEET OF THE SOUTHWEST 1/4 OF BLOCK 15 IN UNION PARK SECOND ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 7 BOTH INCLUSIVE IN COUNTY CLERKS DIVISION OF THE SOUTH 1/2 OF BLOCK 15 IN UNION PARK SECOND ADDITION IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1532 West Fulton Street, Chicago, Illinois 60607

PIN NUMBER (S): 17-08-308-028-0000
17-08-308-029-0000
17-08-308-030-0000
17-08-308-031-0000
17-08-308-032-0000
17-08-308-033-0000
17-08-308-034-0000
17-08-308-038-0000

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