

These Documents were prepared by
and when recorded should be
returned to:

Jeffrey Raider
LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60674

Permanent Index Numbers:

17-16-224-007-0000
17-16-224-009-0000
17-16-224-010-0000

Address:

15-29 W. Adams Street
Chicago, Illinois

TICOR TITLE INSURANCE

RETURN TO: Box 15

TICOR TITLE INSURANCE
203 N. LaSALLE, STE. 1400
CHICAGO, IL 60601
PE 407494 (S10)

FIFTH AMENDMENT TO MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES

This Amendment to Mortgage and Assignment of Rents and Leases (this "Amendment") is made and entered into as of August 1, 1997 by and between LASALLE NATIONAL BANK (as successor trustee to LaSalle National Trust, N.A.), not personally but solely as trustee under Trust Agreement dated May 10, 1977 and known as Trust No. 10-22450-08 (hereinafter referred to as "Mortgagor"), the sole beneficiary of Mortgagor being BERGHOF RESTAURANT COMPANY OF DELAWARE, a Delaware corporation (hereinafter individually referred to as the "Company" and collectively referred to with Mortgagor as "Assignor") and LASALLE NATIONAL BANK, a national banking association (herein, together with its successors and assigns, including each and every holder from time to time of the Notes hereinafter referred to, collectively the "Bank").

WHEREAS, Bank has previously extended to Company certain loans (the "Existing Loans") pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of August 31, 1989, as amended from time to time, between Company and Bank (the "Loan Agreement").

WHEREAS, the Existing Loans consist of (i) a term loan (the "Term Loan"), evidenced by a modification term note dated August 1, 1995 in the original principal amount of One Million Two Hundred Thousand Dollars (\$1,200,000), executed by Company and made payable to the order of Bank (the "Existing Term Note") and (ii) a revolving line of credit loan (the "RLC"), evidenced by a

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modification revolving credit promissory note dated August 1, 1996 in the original principal amount of Six Hundred Thousand Dollars (\$600,000), as extended from time to time, executed by Company and payable to the order of Bank (the "Existing Revolving Credit Note" and together with the Existing Term Note sometimes referred to collectively hereinafter as the "Existing Notes").

WHEREAS, Mortgagor has executed and delivered to Bank that certain Mortgage dated as of January 17, 1986, and recorded February 14, 1986 in the office of the Cook County Recorder of Deeds as Document No. 86-065505, as amended by that certain First Amendment to Mortgage and Assignment of Rents and Leases dated as of August 31, 1989 and recorded on September 14, 1989 in the office of the Cook County Recorder of Deeds as Document No. 89-433962, a certain Second Amendment to Mortgage and Assignment of Rents and Leases dated as of July 12, 1990 and recorded on August 10, 1990 as Document No. 90-391026, a Third Amendment to Mortgage and Assignment of Rents and Leases dated as of August 1, 1995 and recorded on September 1, 1995 as Document No. 95588040, and a Fourth Amendment to Mortgage and Assignment of Rents and Leases dated as of August 1, 1996 and recorded on September 9, 1996 as Document No. 96689106 (collectively the "Mortgage"). The Mortgage grants to Bank a first lien and encumbrance on the real property described on Exhibit A attached hereto and made part hereof (the "Premises").

WHEREAS, Assignor has executed and delivered to Bank an Assignment of Rents and Leases dated as of January 17, 1986 and recorded March 12, 1986 in the office of the Cook County Recorder of Deeds as Document No. 86-098215, as amended by that certain First Amendment to Mortgage and Assignment of Rents and Leases dated as of August 31, 1989 and recorded September 14, 1989 in the office of the Cook County Recorder of Deeds as Document No. 89-433962, a certain Second Amendment to Mortgage and Assignment of Rents and Leases dated as of July 12, 1990 and recorded on August 10, 1990 as Document No. 90-391026, a Third Amendment to Mortgage and Assignment of Rents and Leases dated as of August 1, 1995 and recorded on September 1, 1995 as Document No. 95588040, and a Fourth Amendment to Mortgage and Assignment of Rents and Leases dated as of August 1, 1996 and recorded on September 9, 1996 as Document No. 96689106 (collectively the "Assignment"). The Assignment grants, transfers, assigns and sets over to Bank all of Assignor's right, title and interest, in and to all rents, issues and profits of and from the Premises and in and to all leases now or hereafter existing on all or any part of the Premises (collectively the "Rents and Leases").

WHEREAS, Company has entered into that Eighth Amendment to Amended and Restated Revolving Credit and Term Loan Agreement of even date herewith (the "Eighth Amendment") with Bank amending the Loan Agreement (the Loan Agreement, as amended from time to

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time is hereinafter referred to as the "Amended Loan Agreement") so as to increase the amount of the RLC from \$600,000 to \$800,000 and extend the time for repayment.

WHEREAS, the RLC, as amended by the Amended Loan Agreement, shall be evidenced by a Revolving Note in the original principal amount of \$800,000 (the "Revolving Note") of even date herewith and executed by Company and payable to the order of Bank.

WHEREAS, the Company has directed the Trustee to execute and deliver this Amendment.

NOW WHEREFORE, in consideration of \$10.00, the mutual covenants contained herein, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Mortgage and Assignment are amended as follows:

1. Unless otherwise defined or redefined herein, all capitalized terms shall have the meaning given to them in the Mortgage and/or Assignment.

2. The term "Indebtedness Secured Hereby" is hereby defined as, and where used in the Mortgage is hereby amended to include: (i) all existing indebtedness under the Existing Loans as extended and modified from time to time pursuant to the Amended Loan Agreement; (ii) any and all new funds advanced pursuant to the Amended Loan Agreement; (iii) any and all other sums or obligations which may at any time due or owing or required to be paid herein, the Amended Loan Agreement, and any extensions and renewals thereof; and (iv) the combined maximum principal amount of Two Million Dollars (\$2,000,000), of which the sum of One Million Two Hundred Thousand Dollars (\$1,200,000), is evidenced by the Existing Term Note and of which the sum of Eight Hundred Thousand Dollars (\$800,000) is evidenced by the Revolving Note. To the fullest extent necessary to secure any new advances or obligations pursuant to the Amended Loan Agreement, Mortgagor does hereby GRANT, RELEASE, REMISE, ALIEN, MORTGAGE and COVEY unto Bank the Premises and Assignor hereby grants, transfers, assigns and sets over to Bank the Rents and Leases to secure in addition to any and all amounts previously secured by the Mortgage and/or the Assignment the Indebtedness Secured Hereby.

3. All references to the term "Mortgage" as referred to in the Mortgage shall mean the Mortgage, as amended hereby.

4. All references to the term "Assignment" as referred to in the Assignment shall mean the Assignment, as amended hereby.

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5. All references in the Mortgage or the Assignment to "Notes" shall hereafter be deemed to mean the Existing Term Note and the Revolving Note (collectively, the "Notes") issued in connection with the Amended Loan Agreement, together with any and all amendments, extensions, renewals, replacements or substitutions of said Notes.

6. All references to the term "Bank" as used herein shall also mean and shall be used interchangeably with the term "Mortgagee" in the Mortgage and "Assignee" in the Assignment.

7. All references to the term "Agreement" as referred to in the Mortgage or Assignment shall refer to the Amended Loan Agreement.

8. The Premises described in the Mortgage and the Rents and Leases described in the Assignment shall remain in all respects subject to the lien, charge, and encumbrance of the respective security document, and nothing contained herein and nothing done pursuant hereto, shall effect or be construed to effect the lien, charge or encumbrance of the Mortgage and/or Assignment or the priority thereof over other liens, charges or encumbrances, if any, or to release or effect the liability of any party or parties which may now or hereafter be liable thereunder. No subordination of Bank's interest in the Premises or of the lien and security interest of the Mortgage and Assignment is intended or to be implied hereby.

9. Mortgagor reaffirms all representations and warranties made by Mortgagor to Bank in the Mortgage and Assignor reaffirms all representations and warranties made by Assignor to Bank in the Assignment.

10. Except as herein and expressly amended, the Mortgage and Assignment shall continue in full force and effect unmodified in any way, and is herein amended, the Mortgage and Assignment are in all respects ratified, confirmed and approved.

11. This Amendment to Mortgage and Assignment of Rents and Leases is executed by LaSalle National Bank, not personally but as Trustee under trust No. 10-22450-08 in the exercise of the power and authority confirmed upon and vested in it as such Trustee (and said LaSalle National Bank hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the Notes, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as to create any liability on the part of said LaSalle National Bank personally to pay said Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant, either express or implied, herein contained. All

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such liability, if any being hereby expressly waived by the Bank, the legal owners or holders of the Notes, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagor, Assignor and said LaSalle National Bank personally are concerned, the legal holders of the Notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the Premises hereby mortgaged or assigned, by the enforcement of the liens created in the manner therein and herein, or from any action to enforce other security given for repayment of the Notes and Indebtedness Hereby Secured. This waiver and exculpation shall in no way be construed to effect the personal liability of Company and any co-maker, endorser, or guarantor of the Notes and Indebtedness Secured Hereby.

IN WITNESS WHEREOF, this Amendment to Mortgage and Assignment of Rents and Leases has been executed on the day, month and year first above written.

BERGHOFF RESTAURANT COMPANY
OF DELAWARE

By: Peter W. Berghoff
Its: President

Attest: Jamie C. Berghoff
Its: SECRETARY

LASALLE NATIONAL BANK,
as Trustee as aforesaid

By: [Signature]
Its: VICE PRESIDENT

Attest: Nancy A. Carlen
Its: Assistant Secretary

LASALLE NATIONAL BANK

By: [Signature]
Its: First Vice President

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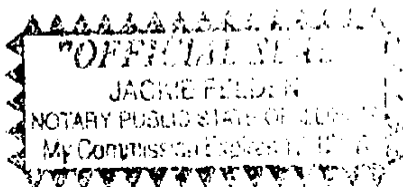
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bob personally known to me to be the VICE PRESIDENT of LaSalle National Bank, not individually but as Trustee, and Nancy A Carlin, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VICE PRESIDENT and Assistant Secretary, they signed and delivered the said instrument, pursuant to the authority given thereby as their free and voluntary act and as a free and voluntary act and deed of said LaSalle National Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 5th day of Sept., 1998.

Jackie Felder
Notary Public

My commission expires:



Notary Public of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

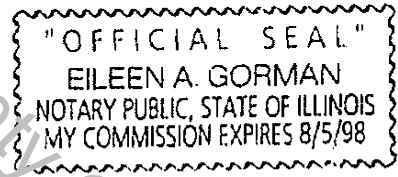
I, EILEEN GORMAN, a
Notary Public in and for said County in the State aforesaid, do
hereby certify that PETER BERGHOFF and
JANICE BERGHOFF, personally known to me and known
by me to be the _____ President and _____
Secretary, respectively, of BERGHOFF RESTAURANT COMPANY OF
DELAWARE, in whose name the above and foregoing instrument is
executed, appeared before me this day in person and acknowledged
that they signed and delivered the said instrument as their 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 26 day
of August, 1997.

Eileen A. Gorman
Notary Public

My Commission Expires:

8/5/98



Notary Public, State of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

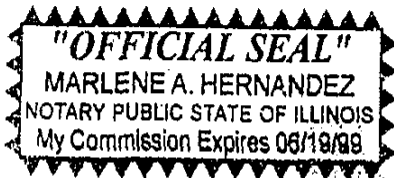
I, MARLENE A. HERNANDEZ, a
Notary Public in and for said County in the State aforesaid, do
hereby certify that JEFFREY RAIDER, personally known to
me and known by me to be the FIRST VICE PRESIDENT of
LASALLE NATIONAL BANK, in whose name the above and foregoing
instrument is executed, appeared before me this day in person and
acknowledged that he/she signed and delivered the said instrument
as his/hers 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 26th day
of August, 1998.

Marlene A. Hernandez
Notary Public

My Commission Expires:

6-19-99



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EXHIBIT A - LEGAL DESCRIPTION

Parcel 1:

Sub-lots 1, 2, 3, 4, and 5 in Stone's Subdivision of Lots 3 and 4 in Block 140 in School Section Addition to Chicago, of the Northeast Quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PARCEL 2:

The North 75.50 feet of the East half of the original Lot 5 in Block 140 in School Section Addition to Chicago, of the Northeast Quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

That part of the 15 foot alley that is South of and appurtenant to Parcel 2 in Block 140 in School Section Addition to Chicago, of the Northeast Quarter of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT TAX NO.

(VOLUME: 511)

17-16-224-010

17-16-224-009

17-16-224-007

ADDRESS:

15-29 W. Adams Street
Chicago, Illinois

70606-1

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