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This Document Prepared By
and After Recording Return To:

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111 West Monroe Street
Chicago, Illinois 60603

Box 211

OFFICE OF RECORDING
CLERK OF COOK COUNTY
111 WEST MONROE STREET
CHICAGO, ILLINOIS 60603
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SUPPLEMENT TO MORTGAGES

This Supplement to Mortgages dated as of September 30, 1997 (the "Supplement") is being entered into between Candlelight Dinner Playhouse Summit, Inc., an Illinois corporation with its principal place of business and mailing address at 5620 South Harlem Avenue, Summit, Illinois 60501 (the "Borrower"), Independent Trust Company, not personally but as trustee under that certain Trust Agreement dated October 1, 1993 and known as Trust No. 20340 (the "Trustee") (the Borrower and the Trustee being hereinafter referred to collectively as "Mortgagor") and Harris Bank Argo, an Illinois banking corporation with its mailing address at 7549 West 63rd Street, Summit, Illinois 60501 (hereinafter referred to as "Mortgagee");

WITNESSETH THAT:

WHEREAS, the Borrower did heretofore execute and deliver to Mortgagee that certain Mortgage dated as of April 30, 1993 and recorded with the office of the Recorder's Office of Cook County, Illinois as Document No. 93352441, as supplemented by that certain Loan Modification Agreement dated as of April 30, 1994 and recorded in the Recorder's Office of Cook County, Illinois on June 1, 1994 as Document No. 94484670, as further supplemented by that certain Loan Modification Agreement dated as of April 30, 1995 and recorded in the Recorder's Office of Cook County, Illinois on July 7, 1995 as Document No. 95441371, as further supplemented by that certain Modification of Mortgage dated as of April 30, 1996 and recorded in the Recorder's Office of Cook County, Illinois on May 22, 1996 as Document No. 96387817, as further supplemented by that certain Modification of Mortgage dated as of July 30, 1996 and recorded in the Recorder's Office of Cook County, Illinois on October 17, 1996 as Document No. 96793012 (as so supplemented, the "First Mortgage"), encumbering the property described on Schedule I attached hereto, in order to

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secure certain indebtedness of the Borrower now or from time to time owing to Mortgagee; and

WHEREAS, the First Mortgage currently secures, among other things, the payment of principal of and interest on that certain Promissory Note and Security Agreement of the Borrower dated as of April 30, 1993 and payable to the order of the Mortgagee in the original principal amount of \$150,000 (the "*First Note*"); and

WHEREAS, Borrower did heretofore execute and deliver to Mortgagee that certain Mortgage dated as of August 16, 1993 and recorded with the office of the Recorder's Office of Cook County, Illinois on September 7, 1993 as Document No. 93712063 (the "*Second Mortgage*"), encumbering the property described on Schedule I attached hereto, in order to secure certain indebtedness of Borrower now or from time to time owing to Mortgagee; and

WHEREAS, the Second Mortgage currently secures, among other things, the payment of principal of and interest on that certain Promissory Note of the Borrower dated as of August 16, 1993 and payable to the order of the Mortgagee in the original principal amount of \$1,500,000 (the "*Second Note*"); and

WHEREAS, Mortgagor did heretofore execute and deliver to Mortgagee that certain Mortgage dated as of November 25, 1995 and recorded with the office of the Recorder's Office of Cook County, Illinois on January 8, 1997 as Document No. 97016328 (the "*Third Mortgage*"); the First Mortgage, the Second Mortgage and the Third Mortgage being hereinafter referred to collectively as the "*Mortgages*" and individually as a "*Mortgage*"), encumbering the property described on Schedule I attached hereto, in order to secure certain indebtedness of Borrower now or from time to time owing to Mortgagee; and

WHEREAS, the Third Mortgage currently secures, among other things, the payment of principal of and interest on that certain Promissory Note of the Borrower dated as of November 25, 1996 and payable to the order of the Mortgagee in the original principal amount of \$150,000 (the "*Third Note*"); and

WHEREAS, the Mortgagee issued its renewed Stand-By Letter of Credit No. 450 dated as of April 6, 1997 in the amount of \$25,320 for the account of the Borrower (the "*Letter of Credit*" and the Borrower's liability in respect of the Letter of Credit being hereinafter referred to as the "*Letter of Credit Liability*"); and

WHEREAS, substantially concurrently herewith the Borrower has executed and delivered to the Mortgagee its Demand Note dated as of September 30, 1997 and payable to the order of the Mortgagee in the original principal amount of \$25,000 (the "*Demand Note*") (the First Note, the Second Note, the Third Note, the Demand Note and any and all notes issued in substitution therefor, or in replacement thereof, being hereinafter referred to collectively as the "*Notes*" and individually as a "*Note*"); and

WHEREAS, the Borrower has entered into a corporate credit card agreement with the Mortgagee pursuant to which the Borrower has agreed to reimburse the Mortgagee on

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demand for all advances made by the Mortgagee on behalf of the Borrower thereunder, (the Borrower's liability in respect of such corporate credit card agreement being hereinafter referred to as the "Credit Card Liability");

WHEREAS, each Mortgage is to continue to secure all the indebtedness now secured thereby and is to secure all indebtedness evidenced by each of the Notes, all of the Letter of Credit Liability and all of the Credit Card Liability, and this Supplement being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for and in consideration of making loans and extensions of credit to the Borrower and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgages shall be and hereby are supplemented and amended as follows, to wit:

To secure (i) the payment of all principal of and interest on the Notes and any and all notes issued in extension or renewal thereof or in substitution or replacement therefor as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), and all advances now or hereafter evidenced thereby, (ii) the payment of all fees and other sums owing under the Agreement (as hereinafter defined), (iii) the observance and performance of all covenants and agreements contained in each of the Mortgages as supplemented hereby, in the Agreement, in each of the Notes, in the Letter of Credit or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto, (iv) the payment of all sums due or owing with respect to the Credit Card Liability, (v) the payment of all sums due or owing with respect to the Letter of Credit Liability and (vi) all other indebtedness, obligations and liabilities which each Mortgage as supplemented hereby secures pursuant to any of its terms and (all of such indebtedness, obligations and liabilities referred to in clauses (i) through (vi) above being hereinafter referred to as the "indebtedness hereby secured"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, and its successors and assigns, and grant to Mortgagee, and its successors and assigns, a security interest in, all and singular that certain real estate lying and being in Cook County in the State of Illinois described on Schedule I attached hereto and made a part hereof, together with all of the properties, rights, interests and privileges described in each granting clause of each Mortgage, each and all of such granting clauses being hereby incorporated by reference herein with the same force and effect as though set forth herein in their entirety. The foregoing grant of a lien is in addition to and supplemental of and not in substitution for the grant of the lien created and provided for by each of the Mortgages, and nothing herein contained shall affect or impair the lien or priority of any Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

In order to induce Mortgagee to make certain financial accommodations available to the Borrower, and to accept this Supplement, the Borrower hereby further covenants and agrees with, and represents and warrants to, Mortgagee as follows:

1. Borrower hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Agreement dated as of

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September 22, 1997 by and among the Borrower, the Mortgagee and the other parties thereto (the "Agreement") are true and correct. Mortgagor hereby repeats and reaffirms all covenants and agreements contained in each Mortgage (all of which are subject to the terms of the Agreement), each and all of which shall be applicable to all of the indebtedness secured by the Mortgages as supplemented hereby.

2. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgages. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgages as supplemented hereby, all to the end that any capitalized terms defined herein and used in any Mortgage as supplemented hereby shall have the same meanings in such Mortgage as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgages to the term "Existing Indebtedness" or "sums secured by this Mortgage" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgages as supplemented hereby; all references in the Mortgages to the term "Note" shall be deemed references, collectively, to the Notes (as defined herein).

3. All of the provisions, stipulations, powers and covenants contained in the Mortgages shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby or by the Agreement and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgages as supplemented hereby.

4. Mortgagor acknowledges and agrees that the Mortgages as supplemented hereby is and shall remain in full force and effect, and that the real property encumbered by the Mortgages is and shall remain subject to the lien and security interest granted and provided for by the Mortgages for the benefit and security of all the indebtedness hereby secured. Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof and subject to the terms of the Agreement, (i) all rights and remedies of Mortgagee under the Mortgages, (ii) all obligations of Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgment and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the Mortgages as supplemented hereby.

5. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

6. No reference to this Supplement need be made in any note, instrument or other document making reference to any Mortgage, any reference to any Mortgage in any of such to be deemed to be a reference to such Mortgage as supplemented hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

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7. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.

INDEPENDENT TRUST COMPANY, not
personally but as Trustee of Trust
No. 20340, as aforesaid

By _____

Its _____

(Type or Print Name)

CANDLELIGHT DINNER PLAYHOUSE SUMMIT,
INC.

By Wayne Bellini

Its PRESIDENT

Wayne Bellini
(Type or Print Name)

Accepted and agreed to as of the day and year first above written.

HARRIS BANK ARGO

By _____

Its _____

(Type or Print Name)

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7. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.

All representations and undertakings of INDEPENDENT TRUST CORPORATION as trustee as aforesaid and not individually are those of its beneficiaries only and no liability or claim by or shall be asserted against the INDEPENDENT TRUST CORPORATION personally as a result of the signing of this instrument.

CORPORATE
INDEPENDENT TRUST COMPANY, not personally but as Trustee of Trust No. 20340, as aforesaid

By [Signature]
Its LINDA A. ROON, TRUST OFFICER
(Type or Print Name)

CANDLELIGHT DINNER PLAYHOUSE SUMMIT, INC.

By _____
Its _____
(Type or Print Name)

Accepted and agreed to as of the day and year first above written

HARRIS BANK ARGO

By [Signature]
Its SANDRA J. SANDLY'S
(Type or Print Name)

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SCHEDULE I

LEGAL DESCRIPTION

PARCEL 1:

LOTS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 AND 25 (EXCEPT THE EAST 22 FEET THEREOF) IN BLOCK 1 IN HARLEM AND ARCHER SUBDIVISION, A SUBDIVISION OF LOT 1 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS #18-13-214-026/027/030/031/032/033/041/042

PARCEL 2:

LOT 5 (EXCEPT THE NORTH 10 FEET AND EXCEPT THE EAST 17 FEET THEREOF), LOTS 6 AND 7 (EXCEPT THE EAST 17 FEET THEREOF), LOTS 8 AND 9 (EXCEPT THE EAST 7.50 FEET THEREOF) AND LOTS 10, 11 AND 12 (EXCEPT THE EAST 17 FEET THEREOF) IN BLOCK 4 IN HARLEM AND ARCHER SUBDIVISION, A SUBDIVISION OF LOT 1 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#18-13-214-058-0000

PARCEL 3:

5630 SOUTH HARLEM AVENUE, SUMMIT, ILLINOIS:

LOTS 13 TO 20 IN BLOCK 4 (EXCEPT EAST 17 FEET OF SAID LOTS TAKEN FOR STREET) IN HARLEM AND ARCHER AVENUE SUBDIVISION A SUBDIVISION OF LOT 1 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 18-13-214-033, 034, 035, 036, 037, 038, 039 AND 040.

PARCEL 4:

5527 - 47 SOUTH HARLEM AVENUE, CHICAGO, ILLINOIS:

LOTS 20, 21, 22, 23, AND 24 IN BLOCK 105

IN FREDERICK H. BARTLETT'S 6TH ADDITION TO BARTLETT HIGHLANDS, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 19-18-108-006, 007, 008, 009, AND 010

PARCEL 5:

5620 SOUTH HARLEM AVENUE, SUMMIT, ILLINOIS 60501:

LOTS 1, 2, 3, 4 AND THE NORTH 10 FEET OF LOT 5 (EXCEPT THE EAST 17 FEET OF LOTS 1, 2, 3, 4 AND EXCEPT THE EAST 17 FEET OF THE NORTH 10 FEET OF LOT 5) IN BLOCK 4 IN HARLEM AND ARCHER SUBDIVISION, A SUBDIVISION OF LOT 1 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 18-13-214-056

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STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

I, James A. Keen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lynda A. Keen Trust Officer, Trust Officer of Independent Trust Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth. corporation

Given under my hand and notarial seal, this 21st day of October, 1997.

James A. Keen
Notary Public

(TYPE OR PRINT NAME)

(SEAL)

My Commission Expires:

4.9.98

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

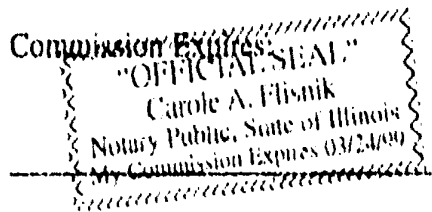
I, Carole A. Flistnik, Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald J. Argon, President of Harris Bank Argo, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Donald J. Argon appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 20th day of October, 1997.

Carole A. Flistnik
Notary Public

Carole A. Flistnik
(Type or Print Name)

(Notarial Seal)



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