

# UNOFFICIAL COPY

This instrument prepared by  
and after recording return to:  
Robert J. Krull  
100 West Monroe, #1500  
Chicago, Illinois 60603

97207816

DEPT-01 RECORDING \$35.00  
T:0012 TRAN 4430 03/26/97 11:06:00  
\$7387 + CG \*-97-207816  
COOK COUNTY RECORDER

COMMONLY KNOWN AS: 5800 West Bloomingdale, Chicago, Illinois 60639  
P.I.N.: 13-32-400-023; 13-32-400-025; 13-32-400-030;  
and 13-32-400-036

## LOAN MODIFICATION AGREEMENT

This instrument is a Loan Modification Agreement ("Modification") made by and among (i) AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Trustee"), as Trustee, under a Trust Agreement dated June 30, 1988 and known as its Trust No. 105969-06 ("Trust No. 105969-06"); (ii) JORDAN H. KAISER, WALTER KAISER and BURTON KAISER, jointly and severally (collectively the "Guarantors"); and (iii) LASALLE NATIONAL BANK, a national banking association (herein, together with its successors and assigns, called the "Lender").

## RECITALS:

A. Trustee holds fee simple title to certain real estate ("Real Estate") which is legally described on Exhibit A attached hereto.

B. On December 31, 1991, Trustee executed and delivered to Lender a Promissory Note in the amount of \$2,198,000 ("Note") which evidenced a loan in the amount of \$2,198,000 ("Loan"). To secure the Note, Trustee and Guarantors executed and delivered to Lender the following documents collectively the "Security Documents"):

1. a Real Estate Mortgage and Assignment of Leases and Rents ("Mortgage") covering the Real Estate which Mortgage was recorded with

**BOX 333**

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the Recorder of Deeds on January 24, 1992 as Document No. 92046153 and re-recorded July 22, 1992 as Document No. 92535763;

2. an Environmental Indemnity Agreement;
3. a Collateral Assignment of Beneficial Interest;
4. a Waiver of Defenses recorded with the Recorder of Deeds on January 24, 1992 as Document No. 96046154; and
5. a Guaranty executed by Guarantors;
6. other documents of a security and evidentiary nature.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. The Note is hereby modified and amended in its entirety to extend the maturity date of the Note until January 1, 1998. Maker shall continue to make monthly payments of principal and interest as provided in the Note. The Security Documents are hereby modified and amended to secure the Note as amended and all references to Note in the Security Documents are modified and amended to refer to the Note as amended.

2. The Mortgage is hereby further modified and amended to reflect that the maturity date of the Note has been extended to January 1, 1998.

3. This Modification shall be effective upon Lender's receipt of:

- (a) this Modification executed by the parties hereto;
- (b) UCC-1 and UCC-2 Financing Statements; and
- (c) a later date endorsement to the existing title insurance policy which insures the Mortgage as modified by this Modification as a first lien on the Real Estate subject only to such additional exceptions, if any, as Lender shall permit and which reflects and insures that Trustee is the holder and owner of fee simple interest in the Real Estate;

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4. This Modification shall constitute an amendment of the Security Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note ("Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage, or the covenants, conditions and agreements therein contained or contained in the Note.

5. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

6. Trustee and Guarantors hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

7. Guarantors consent to this Modification and ratify and acknowledge that their contract of guaranty and the Environmental Indemnity Agreement applies to the Loan as hereby modified.

8. Trustee hereby agrees to pay all of Lender's expenses arising out of and in connection with this Modification including, but not limited to, reasonable attorneys' fees, title insurance premiums and recording fees.

9. This Modification may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Modification by signing one or more counterparts.

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 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. 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Modification on March 24, 1997, to be effective January 1, 1997.

**LENDER:**

LaSalle National Bank, a national banking association

By: [Signature]  
Its VICE PRESIDENT

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that [Signature] and [Signature], 1st Vice President and Assistant Secretary, respectively, of LaSalle National Bank, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 March 24, 1997.  
[Signature]  
Notary Public

**TRUSTEE:**

American National Bank and Trust Company of Chicago, a national banking association, as Trustee under a Trust Agreement dated June 30, 198 and known as its Trust No. 105969-06

By: [Signature]  
Its [Signature]

Attest: \_\_\_\_\_  
Its \_\_\_\_\_



Attestation not required by American National Bank and Trust Company of Chicago By Law

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that [Signature] and [Signature], 1st Vice President and Assistant Secretary, respectively, of American National Bank and Trust Company of Chicago, as Trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal March 24, 1997.  
[Signature]  
Notary Public



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**GUARANTORS:**

*Jordan H. Kaiser*  
Jordan H. Kaiser

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Jordan H. Kaiser, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 3/21, 1997.

*Greg J. Smith*  
Notary Public

\_\_\_\_\_  
Walter Kaiser

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Walter Kaiser, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal \_\_\_\_\_, 1997.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Burton Kaiser

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Burton Kaiser, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal \_\_\_\_\_, 1997.

\_\_\_\_\_  
Notary Public

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**GUARANTORS:**

\_\_\_\_\_  
Jordan H. Kaiser

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Jordan H. Kaiser, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal \_\_\_\_\_, 1997.

\_\_\_\_\_  
Notary Public

*Walter Kaiser*  
\_\_\_\_\_  
Walter Kaiser

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Walter Kaiser, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal <sup>3/19</sup> \_\_\_\_\_, 1997.

*John J. Kaiser*  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Burton Kaiser

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Burton Kaiser, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal \_\_\_\_\_, 1997.

\_\_\_\_\_  
Notary Public



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**GUARANTORS:**

\_\_\_\_\_  
**Jordan H. Kaiser**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Jordan H. Kaiser, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal \_\_\_\_\_, 1997.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
**Walter Kaiser**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Walter Kaiser, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal \_\_\_\_\_, 1997.

\_\_\_\_\_  
Notary Public

*Burton Kaiser*  
\_\_\_\_\_  
**Burton Kaiser**

STATE OF WI )  
COUNTY OF Dane ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Burton Kaiser, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 3/19/97, 1997.

*Jana Austin*  
\_\_\_\_\_  
Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION:

**PARCEL A:** SUB-PARCEL A1: THE SOUTH 165.78 FEET OF LOT 4 (EXCEPT THE WEST 350 FEET) IN KEENEY INDUSTRIAL DISTRICT, BEING AN OWNERS DIVISION IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF DATED DECEMBER 26, 1924 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS JANUARY 8, 1925 AS DOCUMENT 8732302 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS JANUARY 9, 1925 AS DOCUMENT LR241222;

ALSO SUB-PARCEL A2: THAT PART OF THE SOUTH 165.78 FEET OF LOT 2 LYING EAST OF THE EAST LINE OF LOT 4 AND WEST OF THE CENTER LINE OF A 50 FOOT PRIVATE STREET BEING DRAWN PARALLEL WITH AND 932.24 FEET EAST OF THE WEST LINE OF SAID LOT 4 IN KEENEY'S INDUSTRIAL DISTRICT AFORESAID;

**PARCEL B:** THE SOUTH 165.78 FEET OF THE WEST 337 FEET OF LOT 4 IN KEENEY INDUSTRIAL DISTRICT, BEING AN OWNERS DIVISION IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF MADE UNDER DATE OF DECEMBER 26, 1924, BY CHICAGO GUARANTEE SURVEY COMPANY AND FILED FOR RECORD IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS ON JANUARY 3, 1925 AS DOCUMENT LR241222;

**PARCEL C:** THE EAST 13 FEET OF THE WEST 350 FEET OF THE SOUTH 165.78 FEET OF LOT 4 IN KEENEY INDUSTRIAL DISTRICT BEING AN OWNER'S DIVISION IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

**PARCEL D:** A STRIP OF LAND IN THE PART OF LOT 4 AND LOT 2 IN KEENEY INDUSTRIAL DISTRICT AN OWNER'S DIVISION IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 4, SAID KEENEY INDUSTRIAL DISTRICT, 165.78 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 4 IN SAID KEENEY INDUSTRIAL DISTRICT, RUNNING THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 4 (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF BLOOMINGDALE AVENUE), A DISTANCE OF 826.08 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE RIGHT OF WAY (AT POINT OF TANGENCY) CONVEYED TO CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY ON OCTOBER 4, 1932 BY DEED RECORDED NOVEMBER 9, 1932 AS DOCUMENT 11162537 AND FILED DECEMBER 27, 1932 AS DOCUMENT LR599299; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY, BEING A CURVED LINE CONVEXED SOUTHWESTERLY, THE LAST DESCRIBED COURSE BEING TANGENT THERETO AND HAVING A RADIUS OF 487.6 FEET A DISTANCE OF 132.9 FEET; THENCE WEST ON A LINE PARALLEL WITH AND 183.78 FEET NORTH OF THE SOUTH LINE OF LOT 4 AFORESAID, A DISTANCE OF 694.98 FEET TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 4; THENCE SOUTH ON SAID WEST LINE 18 FEET TO THE POINT OF BEGINNING;

**PARCEL E:** THAT PART OF LOTS 2, 3 AND 4 IN KEENEY INDUSTRIAL DISTRICT, BEING AN OWNER'S DIVISION IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF LOT 4, IN SAID KEENEY INDUSTRIAL DISTRICT, BEING THE EAST LINE OF NORTH MONITOR AVENUE, 183.78 FEET NORTH OF THE SOUTH LINE OF SAID LOT 4; THENCE NORTH ALONG THE EAST LINE OF THE NORTH MONITOR AVENUE, A DISTANCE OF 160 FEET; THENCE EAST ALONG A LINE DRAWN PARALLEL WITH AND 343.78 FEET NORTH OF THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 450.99 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE LAND CONVEYED TO CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY BY DEED DATED OCTOBER 4, 1932 AND RECORDED NOVEMBER 9, 1932, AS DOCUMENT 11162537 AND FILED DECEMBER 27, 1932 AS DOCUMENT LR599299; THENCE SOUTH EASTERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVED LINE CONVEXED SOUTH WESTERLY AND HAVING A RADIUS OF 487.60 FEET, A DISTANCE OF 297.58 FEET (ARC), TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 183.78 FEET NORTH OF THE SOUTH LINE OF SAID LOT 4, BEING THE NORTH LINE OF RIGHT OF WAY CONVEYED TO THE TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY BY DEED DATED AUGUST 2, 1940 AND FILED JUNE 5, 1941 AS DOCUMENT LR 899490; THENCE WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 694.98 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 5800 West Bloomingdale, Chicago, IL 60639  
P.I.N.: 13-32-400-023; -025; -030 and -036

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