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THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
135 South La Salle Street, Suite 925
Chicago, Illinois 60674

. DEPT-01 RECORDING 033.00
. T40012 TRAN 5250 05/28/97 12:02:00
. 45178 + ER *-97-375743
. COOK COUNTY RECORDER

PERMANENT TAX INDEX NUMBER:

19-10-104-028

PROPERTY ADDRESS:

4900 South Kilbourn
Chicago, Illinois

7205574 02

THIRD MODIFICATION AGREEMENT

3300

This **THIRD MODIFICATION AGREEMENT** dated as of April 1, 1997, is made by **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association, whose address is 33 North La Salle Street, Chicago, Illinois 60690, not personally but solely as successor trustee (the "Mortgagor") to Comerica Bank - Illinois, as successor trustee to Manufacturers Affiliated Trust Company, as successor trustee to Affiliated Bank/Western National, under a Trust Agreement dated March 29, 1988 and known as Trust No. 10505 (the "Trust Agreement"), and **LASALLE NATIONAL BANK**, a national banking association, its successors and assigns (the "Bank"), whose address is 135 South La Salle Street, Chicago, Illinois 60674.

WITNESSETH:

A. The Bank made a loan (the "Loan") to the Mortgagor in the original principal amount of Five Hundred Seventy Five Thousand and 00/100 Dollars (\$575,000), as evidenced by that certain Note dated April 20, 1989 (the "Note"), executed by the Mortgagor and payable to the order of the Bank.

B. The Note was secured by, among other things, the following documents:

(i) Mortgage dated April 20, 1989 (the "Mortgage"), executed by the Mortgagor in favor of the Bank, and recorded on May 1, 1989 as Document Number 89194373 with the Office of the Recorder of Deeds of Cook County, Illinois, and which Mortgage created a lien on the property commonly known as 4900 South Kilbourn, Chicago, Illinois (the "Subject Property"), and which Subject Property is legally described on Exhibit "A" attached hereto and made a part hereof;

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BOX 333-CTI

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(ii) Assignment of Rents and Leases dated April 20, 1989 (the "Assignment of Rents"), executed by the Mortgagor in favor of the Bank, and recorded on May 1, 1989 as Document Number 89194374; and

(iii) Collateral Assignment of Beneficial Interest and Security Agreement dated as of June 2, 1993 (the "Collateral Assignment"), executed by the beneficiaries of the Trust Agreement (collectively, the "Beneficiaries") in favor of the Bank, which Collateral Assignment collaterally assigned to the Bank the beneficial interest of the Beneficiaries in the Trust.

C. The Note, Mortgage, Assignment of Rents, Collateral Assignment, and other documents evidencing or securing the Loan (collectively referred to herein as the "Loan Documents") were collectively amended by that certain:

(i) First Modification Agreement dated as of February 13, 1992 (the "First Modification"), executed by the Mortgagor and the Bank, and recorded with the Cook County Recorded of Deeds on March 11, 1992 as Document Number 92155771, which First Modification amended certain of the terms and conditions of the Loan and extended the maturity date of the Note from April 1, 1994 to April 1, 1997; and

(ii) Second Modification Agreement dated as of June 2, 1993 (the "Second Modification"; the First Modification and the Second Modification being collectively referred to herein as the "Modifications"), executed by the Mortgagor and the Bank, and recorded with the Cook County Recorded of Deeds on July 14, 1993 as Document Number 93539847, which Second Modification further amended certain of the terms and conditions of the Loan.

D. The Mortgagor has requested a further modification of certain of the terms and conditions of the Loan Documents, including an additional extension of the maturity date of the Note to April 1, 2002, and the Bank has agreed such modifications, provided the Mortgagor complies with all of the terms and conditions of the Loan Documents, as previously modified by the Modifications and as further modified by this Third Modification.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.

2. Definitions. Capitalized words and phrases not otherwise defined in this Third Modification shall have the meanings assigned thereto in the Mortgage.

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3. Extension of Maturity. The maturity date of the Loan evidenced by the Note is hereby extended from April 1, 1997 to April 1, 2002, and all of the Loan Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "April 1, 1997" is hereby changed to "April 1, 2002" each time it appears in the Loan Documents.

4. Modification of Interest Rate. The interest rate of the Note is hereby decreased from the per annum rate of the Prime Rate plus one percent to the per annum rate of the Prime Rate plus one-half of one percent. After default or maturity, until paid, the outstanding principal amount of the Note shall bear interest at the per annum rate of the Prime Rate plus three percent. As used herein, the term "Prime Rate" shall mean the "Prime Rate" which at any time, and from time to time, shall be the rate of interest then most recently announced by the Bank as its Prime Rate which is not intended to be the Bank's lowest or most favorable rate of interest at any one time. Each change in the interest rate hereon shall take effect on the effective date of the change in the Prime Rate. The Bank shall not be obligated to give notice of any change in the Prime Rate. The Prime Rate shall be computed on the basis of a year consisting of 360 days and shall be paid for the actual number of days elapsed.

5. Principal and Interest Payments. The principal amount of the Note, of which the sum of Two Hundred Eighty One Thousand Five Hundred Seventy Five and 17/100 Dollars (\$281,575.17) remains outstanding as of the date hereof, shall be repaid in (i) an installment of interest on the principal balance of the Note outstanding on April 1, 1997, (ii) principal installments each in the amount of Four Thousand Six Hundred Ninety Two and 92/100 Dollars (\$4,692.92), plus interest on the principal balance of the Note outstanding from time to time, beginning on May 1, 1997 and continuing on the first day of each month thereafter, and (iii) a final installment equal to the total principal balance of the Note then remaining unpaid, plus all accrued and unpaid interest thereon, on April 1, 2002.

6. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Third Modification to the original Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

7. Continued Effectiveness of Loan Documents; Confirmation of Obligations; References. The Loan Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended hereby. The Mortgagor, for and on behalf of itself and the Beneficiaries, hereby (i) confirms and reaffirms all of their respective obligations under the Loan Documents, as previously modified by the Modifications and as further modified by this Third Modification; (ii) acknowledges and agrees that the Bank, by entering into this Third Modification, does not waive any existing or future default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents, except as expressly provided herein; (iii) acknowledges and agrees that the Bank has not heretofore waived any default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledges that it and they do not have any defense, set-off or counterclaim to the payment or performance of any of their respective obligations under the Loan Documents, as previously modified by the Modifications and as further modified by this Third Modification. All

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references in the Loan Documents to any one or more of the Loan Documents, or to the "Documents", shall be deemed to refer to such Loan Document, Loan Documents or Documents, as the case may be, as previously modified by the Modifications and as further modified by this Third Modification.

8. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Third Modification, the Mortgagor hereby certifies and represents, and, for and on behalf of the Beneficiaries, certifies, represents and warrants to the Bank that all certifications, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Third Modification.

9. Entire Agreement. This Third Modification sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Third Modification, and no covenants, promises, agreements, conditions or understandings, either oral or written, exist between the parties except as set forth herein.

10. Successors. The Loan Documents, as previously modified by the Modifications and as further modified by this Third Modification, shall inure to the benefit of the parties hereto and the Bank's successors and assigns, and shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

11. Severability. In the event any provision of this Third Modification shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12. Amendments, Changes and Modifications. This Third Modification may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

13. Construction.

(a) The words "hereby", "hereof," "herein," and "hereunder," and other words of a similar import refer to this Third Modification as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Third Modification are to the designated Sections and other subdivisions of this Third Modification as originally executed.

(c) The headings of this Third Modification are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

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14. Execution of Counterparts. This Third Modification may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

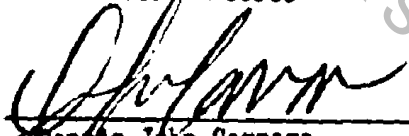
15. Governing Law. This Third Modification is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

16. Trustee's Exculpation. This Third Modification is executed by American National Bank and Trust Company, not personally but solely as Trustee, solely in the exercise of the authority conferred upon it as trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account thereof, or on account of any promises, covenants, undertakings or agreements herein, or in the Loan Documents contained, either express or implied; all such liability, if any, being expressly waived and released by the holder or holders of the Loan Documents and by all persons claiming by, through or under the Loan Documents or the holder or holders, owner or owners thereof, and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that the Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and it shall not be liable for any action or non-action taken in violation of any of the covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Third Modification Agreement to be executed as of the date set forth above.

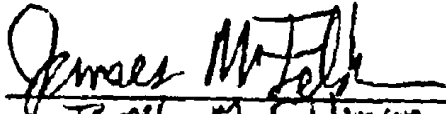
MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as successor trustee to Comerica Bank - Illinois, as successor trustee to Manufacturers Affiliated Trust Company, as successor trustee to Affiliated Bank/Western National, under a Trust Agreement dated March 29, 1988 and known as Trust No. 10505

By: 
Name: Dennis John Carrara
Title: SECOND VICE PRESIDENT

BANK:

LASALLE NATIONAL BANK, a national banking association

By: 
Name: James M. Feldman
Title: SVP

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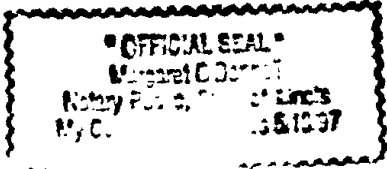
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis John Carrara ~~and~~ SECOND VICE PRESIDENT, the _____ and _____, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as successor trustee as aforesaid, who are 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 severally acknowledged that as such SECOND VICE PRESIDENT and _____, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of April, 1997.



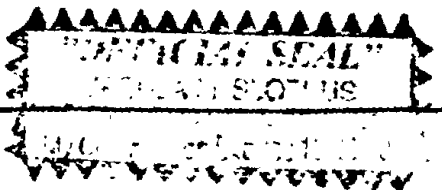
Margaret C. Donnell
Notary Public
My Commission Expires:
5-10-97

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that James M. Feldman, a Sgt of LASALLE NATIONAL BANK, a national banking association, who is 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 as such Sgt he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of April, 1997.

Debra L. Butler
Notary Public
My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM THE ABOVE DESCRIBED TRACT THE SOUTH 1040 FEET AND THE NORTH 1,358 FEET THEREOF AND ALSO EXCEPT THE WEST 333 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN IRREGULAR PARCEL OF LAND IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTH WEST 1/4, 333 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF SAID NORTH WEST 1/4, THENCE SOUTHERLY ON A LINE 333 FEET EAST OF AND PARALLEL WITH SAID WEST LINE A DISTANCE OF 1,809.50 FEET; THENCE NORTHWESTERLY MAKING AN ANGLE TO THE NORTH WEST OF 65 DEGREES A DISTANCE OF 203.01 FEET TO A POINT 189.45 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE NORTH WEST 1/4; THENCE CONTINUING NORTHWESTERLY ON A CURVED LINE CONVEX TO THE SOUTH WEST AND TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 299.57 FEET AN ARC DISTANCE OF 199.52 FEET TO A POINT WHICH IS 103.84 FEET EAST OF SAID WEST LINE OF THE EAST 1/2 OF THE NORTH WEST 1/4, THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 175 FEET TO A POINT WHICH IS 80 FEET EAST OF SAID WEST LINE OF THE EAST 1/2 OF THE NORTH WEST 1/4; THENCE NORTHERLY ON A LINE 63 FEET EAST OF AND PARALLEL WITH SAID WEST LINE A DISTANCE OF 1,316.82 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID NORTH WEST 1/4; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 250 FEET TO THE PLACE OF BEGINNING, (EXCEPT THEREFROM THAT PART THEREOF WHICH LIES SOUTH OF THE NORTH LINE OF THE SOUTH 1,040 FEET, AND NORTH OF THE SOUTH LINE OF THE NORTH 1,358 FEET OF SAID EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 10), ALL IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS OF REAL ESTATE:

4900 South Kilbourn
Chicago, Illinois

PERMANENT TAX IDENTIFICATION NUMBER:

19-10-104-028

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