

FOURTH NOTE AND
MORTGAGE MODIFICATION
AGREEMENT

This space reserved for Recorder's use only.

THIS FOURTH NOTE AND MORTGAGE MODIFICATION AGREEMENT (the "Agreement"), dated as of the 12th day of February, 1998, by and among DOUGLASS AND COMPANY, an Illinois corporation ("Borrower"), EDITH PHELAN, as Trustee of the Edith Phelan Trust dated January 13, 1994 ("Mortgagor"), and COLE TAYLOR BANK, an Illinois banking corporation ("Mortgagee")

8

W I T N E S S E T H :

WHEREAS, Borrower executed and delivered to Mortgagee a certain Note dated September 15, 1995, in the stated principal amount of \$500,000.00 (the "Note"), evidencing a loan from Mortgagee to Borrower (the "Loan") in the original principal amount of \$500,000.00;

WHEREAS, the Note is evidenced by a certain business loan agreement (the "Business Loan Agreement") dated as of September 15, 1995, executed by Borrower and Mortgagee;

WHEREAS, the Note is secured by a certain commercial security agreement (the "Security Agreement") dated as of September 15, 1995, executed by Borrower; and

WHEREAS, Mortgagee agreed to forbear the exercise of its rights under the Note, Business Loan Agreement and Security Agreement, and in consideration thereof, and as additional security for the repayment of the Loan, the Mortgagor executed in favor of Mortgagee, a certain mortgage executed by Mortgagee dated as of January 5, 1996, and recorded in the Recorder's Office of Cook County, Illinois (the "Recorder's Office"), on January 31, 1991, as Document No. 96082644 (the "Mortgage"), encumbering the real estate (the "Property") legally described on Exhibit "A" attached hereto, an Assignment of Rents executed by Mortgagor (the "Assignment") dated as of January 5, 1996, and recorded on January 31, 1996, in the Recorder's Office as Document No. 96082645, and by other instruments and security documents (the Business Loan Agreement, Security Agreement, Mortgage, Assignment and such other instruments and security documents executed in connection with the Note, including the First Modification Agreement (as hereinafter defined), Second Modification Agreement (as hereinafter defined) and Third Modification Agreement (as hereinafter defined) are sometimes referred to herein collectively as the "Security Documents");

7586373 01 GR

UNOFFICIAL COPY

Property of Cook County Clerk's Office

WHEREAS, the Security Documents were amended by a certain Note and Mortgage Modification Agreement dated as of September 15, 1996 and recorded in the Recorder's Office on November 6, 1996 as Document No. 96-851009 (the "First Modification Agreement") wherein the maturity date of the Note was extended to January 12, 1997;

WHEREAS, the Security Documents were further amended by a certain Second Note and Mortgage Modification Agreement dated as of January 12, 1997 and recorded in the Recorder's Office on February 13, 1997 as Document No. 97-102054 (the "Second Modification Agreement") wherein the maturity date was extended to July 12, 1997 and the principal amount of the loan was reduced to \$130,000.00;

WHEREAS, the Security Documents were further amended by a certain Third Note and Mortgage Modification Agreement dated as of July 12, 1997 and recorded in the Recorder's Office on August 21, 1997 as Document No. 97615667 (the "Third Modification Agreement") wherein the maturity date was extended to February 12, 1998 and the principal amount of the loan was reduced to \$90,000.00; and

WHEREAS, Borrower and Mortgagee have requested that Lender further extend the maturity date of the Note from February 12, 1998 to April 13, 1998, and, subject to the conditions hereinbelow set forth, and the modifications to the Security Documents herein contained, Mortgagee is willing to consent to such extension.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by Borrower and Mortgagor, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference into this Agreement. All defined terms used herein and otherwise defined herein shall have the meanings ascribed to them in the Note and the Security Documents.
2. The maturity date of the Note, as set forth therein and as set forth in the Security Documents securing or evidencing the Note, is hereby extended from February 12, 1998 to April 13, 1998.
3. The stated principal amount of the Loan and all references thereof in the Note and the Security Documents securing the Note shall be reduced from \$90,000.00 to \$45,000.00.
4. Borrower and Mortgagor hereby acknowledge that (i) as of the date hereof, neither Borrower nor Mortgagor has any defense, offset or counterclaim with respect to the payment of any sum owed to Mortgagee, or with respect to any covenant in the Security Documents; (ii) Borrower and Mortgagor hereby each remakes and ratifies all representations, warranties and agreements made by it in and upon the execution and delivery of the Note and the Security Documents, as applicable; (iii) Mortgagee, on and as of the date hereof, has fully performed all obligations to Borrower and/or Mortgagor which it may have had or has on and as of the date hereof; and (iv) by entering into this Agreement, Mortgagee does not waive any condition or obligation in the Security Documents.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

5. Nothing herein contained shall impair the Note or Security Documents in anyway nor alter, waive, annul, vary nor affect any provision, condition or covenant herein contained except as expressly herein provided nor affect or impair any right, power or remedy of Mortgagee, it being the intention of the parties hereto that the terms and provisions of the Note and the Security Documents shall continue in full force and effect, except as expressly modified in connection herewith.

6. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

7. No extension, change, modification or amendment of any kind or nature whatsoever to or of this Agreement shall be made or claimed by Borrower or Mortgagor, and no notice of any extension, change, modification or amendment made or claimed by Borrower or Mortgagor shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

8. As a condition to the effectiveness of this Agreement, Borrower and Mortgagor shall, at their sole cost and expense, deliver, or cause to be delivered, to Mortgagee, in form and content satisfactory to Mortgagee, an endorsement to the Mortgagee's title insurance policy issued by Chicago Title Insurance Company reflecting this Agreement as an amendment to the Mortgage, insuring that this Agreement will not impair or adversely affect the priority or validity of the lien of the Mortgage and showing no matters otherwise objectionable to Mortgagee.

9. Contemporaneously with the execution and delivery hereof, Borrower shall pay or cause to be paid all closing costs and expenses incurred in connection with the transactions contemplated herein.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

BORROWER:

DOUGLASS AND COMPANY, an Illinois corporation

By: Richard A. Phelan
Name: Richard A. Phelan
Its: President

MORTGAGOR:

EDITH PHELAN, Trustee of the EDITH PHELAN TRUST dated January 13, 1994

By: Edith Phelan
Name: EDITH PHELAN
Its: TRUSTEE

MORTGAGEE:

COLE TAYLOR BANK, an Illinois banking corporation

By: Sheldon Cowin
Name: SHELDON COWIN
Its: V/P

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

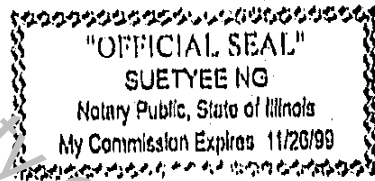
I, Suetjee Ng, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RICHARD PHELAN, personally known to me to be the President of Douglass and Company, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President of said Corporation and pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, 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, this 19 day of February, 1998.

Suetjee Ng
Notary Public

My Commission Expires:

November 26, 1999



UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

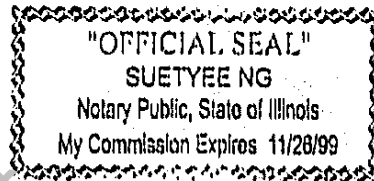
I, Suethee Ng, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Sheldon Cowin, personally known to me to be the VP of Cole Taylor Bank, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that as such VP of said Corporation, he signed and delivered the said instrument as his own free and voluntary act, as VP of said Corporation, and as the free and voluntary act and deed of said Corporation, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal, this 19 day of February, 1998.

Suethee Ng
Notary Public

My Commission Expires:

November 26, 1999



UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

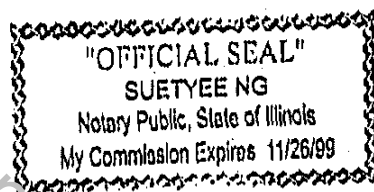
I, Suetyee Ng, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Edith Phelan, personally known to me to be the Trustee of the Edith Phelan Trust dated January 13, 1994, personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that as such Trustee, she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act and deed of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 19 day of February, 1998.

Suetyee Ng
Notary Public

My Commission Expires:

November 26, 1999



UNOFFICIAL COPY

Property of Cook County Clerk's Office

EXHIBIT "A"

LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 9, Township 41 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of said Southwest Quarter; thence North along the East Line of said Southwest Quarter, a distance of 158 feet; thence West, parallel with the South line of said Southwest Quarter to the Easterly right of way line of Commonwealth Edison Company, formerly Public Service Company of Northern Illinois; thence Southeasterly along said Easterly right of way line to the South line of said Section; thence East along the South line of said Section to the point of beginning, excepting the East 35 feet of the North 108 feet thereof dedicated for Laramie Avenue, all in Cook County, Illinois.

Property Address: 5200 Golf Road, Skokie, Illinois 60077

Property Index No.: 10-09 312-008

Prepared By and After Recording Return To:
James T. Mayer, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Suite 1500
Chicago, Illinois 60601-1293

UNOFFICIAL COPY

Property of Cook County Clerk's Office