

UNOFFICIAL COPY

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5/27/17 05:00:01 Page 1 of 5  
1999-06-02 16:04:01  
Cook County Recorder 29.50

This instrument was prepared by:  
KRASS MONROE, P.A.  
1650 West 82<sup>nd</sup> Street, Suite 1100  
Minneapolis, Minnesota 55431-1447  
Attention: Timothy R. Ring, Esq.



When recorded, return to:  
ATHERTON CAPITAL INCORPORATED  
1001 Bayhill Drive, Suite 155  
San Bruno, California 94066  
Attention: Loan Administration

LTIC 95-05910-B  
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**MODIFICATION TO MORTGAGE,  
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

dated as of May 1, 1999

from

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—  
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**L.J. DUDLEY FOODS, INC.,**  
an Illinois corporation, as successor in interest to

**McKenzie Cook @ 3300 S. Ashland Avenue, Inc.,**  
an Illinois corporation,

as Mortgagee,

for the benefit of

**ATHERTON CAPITAL INCORPORATED,**  
a Delaware corporation, as successor in interest to

**Atherton Capital Partners, L.P.,**  
a California limited partnership,

as Mortgagee

Loan No. 1025  
Restaurant No. 1172

Property of Cook County Clerk's Office

MODIFICATION TO MORTGAGE,  
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

Loan No. 1025  
Restaurant No. 1172

THIS MODIFICATION TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (herein called this "Modification to Mortgage") dated as of May 1, 1999, is executed by L.J. DUDLEY FOODS, INC., an Illinois corporation, as mortgagor, with a mailing address at 1400 Torrence Avenue, Suite 203, Calumet City, Illinois 60409, as successor in interest to McKenzie Cook @ 8300 S. Ashland Avenue, Inc., an Illinois corporation (herein, together with its successor and assigns, called "Mortgagor"), for the benefit of AHERTON CAPITAL INCORPORATED, a Delaware corporation, as mortgagee, with a mailing address at: 1001 Bayhill Drive, Suite 155, San Bruno, California 94066, as successor in interest to Atherton Capital Partners, L.P., a California limited partnership (herein, together with its successor and assigns, called "Mortgagee").

RECITALS:

A. Mortgagor's predecessor, McKenzie Cook @ 8300 S. Ashland Avenue, Inc., an Illinois corporation, as mortgagor, executed and delivered to Atherton Capital Partners, L.P., a California limited partnership that certain MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING dated March 14, 1996, pledging all of the mortgagor's right, title and interest in and to the property described therein, and recorded as Document Number 96202557 in the Cook County Recorder's Office in the State of Illinois (the "Mortgage").

B. The Mortgage encumbers among other things the real property described on Exhibit A attached hereto and made a part hereof.

C. The Mortgagor and Mortgagee desire that the Mortgage be amended and modified as follows.

NOW, THEREFORE, in consideration of other premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Amendment and Modification to Recitals of Mortgage. The Recitals to the Mortgage are hereby amended and modified in their entirety to read as follows:

"A. Loan Agreement. Reference is hereby made to that certain Loan Agreement dated March 14, 1996, as amended by that certain Amendment dated of even date herewith, each by between Mortgagor, as borrower, and Mortgagee, as lender (as so amended, the "Loan Agreement") and hereby incorporated into and made a part of this Mortgage by reference. Pursuant to the Loan Agreement and the Mortgage the Mortgagee extended certain funds to Mortgagor (the "Loan") and Mortgagor has executed and delivered to Mortgagee that certain Note as amended and restated by that certain Amended and Restated Note (the "Note" as defined in the Loan Agreement) restating and evidencing Mortgagor's obligation to repay the Loan and such sums.

B. Secured Obligations. The obligations secured by this Mortgage (the "Obligations") are comprised at any time of the following:

(i) the full and punctual payment by Mortgagor when due of (a) all principal of and interest on the Loan and the Note, the original principal balance of which was Seven Hundred Twenty Five Thousand and No/100's Dollars (\$725,000); and (b) the advance made by Mortgagee under Section 4.01 of the Mortgage to pay in full deficient/past due real property taxes in the principal amount of \$41,692.25 (the "Protective Advance") in order to preserve the lien of the Lender against the Subject Property; and (c) all other amounts payable by Mortgagor pursuant to the Loan Agreement, the Note or any other Loan Document; and

(ii) the full and punctual payment when due of all amounts payable by Mortgagor under this Mortgage including, without limitation, indemnification obligations and advances made pursuant to the Loan Documents; and

(iii) the performance and observance by Mortgagor of each other term, covenant, agreement, requirement, condition and other provision to be performed or observed by Mortgagor under any Loan Documents; and

(iv) the performance and observance by Mortgagor of each other term, covenant, agreement, requirement, condition and other provision to be performed or observed by Mortgagor under all amendments, supplements, consolidations, replacements, renewals, extensions or other modifications of the foregoing, in each case whether now existing or hereafter arising.; and

(v) the payment of all other sums, with interest thereon, in connection with a \$675,000 loan to Mortgagor (as successor in interest to McKenzie Cook @ 8645 S. Stony Island Avenue, Inc., an Illinois corporation) by Mortgagee ("Concurrent Loan Financing") made pursuant to a separate Loan Agreement between Mortgagor and Mortgagee (as successor in interest to McKenzie Cook @ 8645 S. Stony Island Avenue, Inc., an Illinois corporation) dated March 14, 1996, as amended by that certain Forbearance and Loan Modification Agreement dated of even date herewith, each by and between Mortgagor, as borrower, and Mortgagee, as lender, relating to a Wendy's restaurant located at 8645 S. Stony Island Avenue, Chicago, Illinois (the "Cross-Collateral Restaurant"), together with, among other documents, that certain Mortgage executed by Mortgagor (as successor in interest to McKenzie Cook @ 8645 S. Stony Island Avenue, Inc., an Illinois corporation) encumbering Mortgagor's interest in the Cross-Collateral Restaurant ("Concurrent Loan Transaction Documents"), and the performance of every other obligation, covenant and agreement of Mortgagor contained in each Concurrent Loan Transaction Documents.

The Obligations shall include, without limitation, any interest Yield Maintenance Amount, costs, fees and expenses which accrue on or with respect to any of the foregoing, whether before or after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of Mortgagor.

Section 2. **Scope of Amendment.** Except as amended hereby, the terms, conditions and provisions of the Mortgage shall remain unchanged and shall be in full force and effect. Without limiting the generality of the immediately preceding sentence, the Mortgagor hereby reaffirms and restates its agreements, duties, obligations and liabilities under the Mortgage, as amended hereby, and agrees the grant, conveyance, mortgage, transfer, and assignment (and pledge) set forth in the Mortgage extends to and includes the Obligations, as amended and modified by this Modification to Mortgage, and as originally contemplated under the original Mortgage.

[INTENTIONALLY LEFT BLANK]

(SIGNATURES BEGIN ON NEXT PAGE)

IN WITNESS WHEREOF, Mortgagor has duly executed and delivered this Modification to Mortgage as of the date first written above.

L.J. DUDLEY FOODS, INC., an Illinois corporation

By: LeBaron J. Dudley  
Name: LeBaron J. Dudley  
Title: President

ACKNOWLEDGEMENT FOR MORTGAGOR

STATE OF Illinois  
COUNTY OF Cook ss.

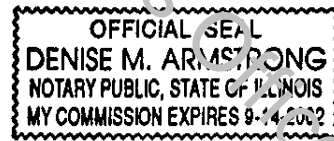
I, Denise M. Armstrong, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that LeBaron J. Dudley, President of L.J. DUDLEY FOODS, INC., is personally known to me to be the person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her 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, this 13th day of May, 1999.

Denise M. Armstrong  
Notary Public

My commission expires 9-14-02

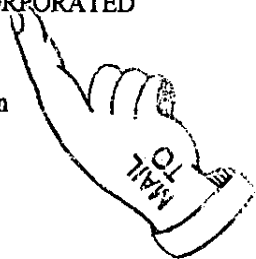
[Notary Seal]



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This instrument was prepared by:  
KRASS MONROE, P.A.  
1650 West 82<sup>nd</sup> Street, Suite 1100  
Bloomington, MN 55431-1447  
Attn: Timothy R. Ring, Esq.

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# UNOFFICIAL COPY 99528428

## EXHIBIT A

### DESCRIPTION OF REAL ESTATE

The land referred to is situated in the State of Illinois, County of Cook and is described as follows:

Lots 1, 2, 3, 4, 5 and 6 in Block 1 (except that part of said Lots taken for widening of Ashland Avenue) in the Subdivision of Blocks 1, 2 and 3 of the Newmann and Hart's Addition to Englewood Heights, a subdivision of the North ½ of the Southeast ¼ of Section 31, Township 38 North, Range 14 East of the Third Principal Meridian (except the West 10 acres thereof), in Cook County, Illinois.

Property Address: 8300 S. Ashland Avenue  
Chicago, Illinois

Permanent Real Estate Index Nos.: 20-31-406-019  
20-31-496-020  
20-31-496-021  
20-31-496-022  
20-31-496-023  
20-31-496-024

Cook County Clerk's Office