

THIS INSTRUMENT PREPARED

BY:

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Cohen, Salk & Huvad, PC
630 Dundee Rd, Ste 120
Northbrook, IL 60062



AFTER RECORDING, MAIL

TO:

Frances P. Dean, VP
LaSalle National Bank
135 S. LaSalle Street
Chicago, IL 60603

FIRST MODIFICATION AGREEMENT

This First Modification Agreement (this "Agreement") is entered into as of the 15th day of September, 1998 by and between COLE TAYLOR BANK, not personally, but solely as Trustee under Trust Agreement dated February 8, 1974 and known as Trust No. 74042 (herein, the "Mortgagor"), and LASALLE NATIONAL BANK assignee of LaSalle Bank National Association successor in interest by merger to LaSalle Bank Illinois formerly known as Comerica Bank-Illinois (herein, the "Mortgagee").

WHEREAS, Mortgagee extended to Dewey D. Suster and D. S. Tax Associates, Ltd., an Illinois corporation (collectively, the "Borrowers") the following loans (i) a \$7,000,000.00 revolving line of credit loan (the "Revolving Loan") and (ii) a \$420,000.00 term loan (the "Term Loan"); and

WHEREAS, to secure payment of the Revolving Loan and Term Loan (including any extensions, renewals, modifications, and refinancings thereof), Mortgagor executed a certain Mortgage, Assignment of Leases and Security Agreement dated as of July 19, 1993 (the "Mortgage") mortgaging, granting and conveying to Mortgagee the Mortgaged Premises as defined in the Mortgage, including the real estate described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Mortgage was recorded on October 19, 1993, in the office of the Recorder of Deeds of Cook, Illinois as Document No. 93837314; and

WHEREAS, the aforesaid Revolving Loan has been subsequently decreased from \$7,000,000.00 to \$5,000,000.00 and is now evidenced by Borrowers' Amended and Restated

Master Revolving Note dated October 15, 1997 in the principal sum of \$5,000,000.00 (as extended and modified by Note Modification Agreements dated as of May 31, 1998 and July 15, 1998, respectively) payable to the order of the Mortgagee on September 15, 1998, together with interest payable monthly as therein described; and

WHEREAS, the Term Loan has been paid off; and

WHEREAS, Borrowers and Mortgagee have agreed that the Revolving Loan shall be reduced to \$2,700,000.00 and extended to May 31, 1999; and

WHEREAS, Mortgagor and Mortgagee desire to modify and amend the Mortgage to reflect such loan decrease and extension;

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, Mortgagor and Mortgagee hereby agree that the Mortgage shall be and is hereby modified and amended as follows:

1. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Mortgage.

2. The "WHEREAS" clause and the paragraph following the "WHEREAS" clause on page 1 of the Mortgage are hereby deleted, and the following paragraph is hereby substituted therefor:

"WHEREAS, Mortgagee has extended to Dewey D. Suster, sole beneficiary of Mortgagor (the "Beneficiary") and D. S. Tax Associates, Ltd., an Illinois corporation ("D. S. Tax") (hereafter, Beneficiary and D. S. Tax Associates, Ltd. shall collectively be referred to as the "Borrowers") a revolving credit loan in the principal amount of \$2,700,000.00, evidenced by Borrowers' Renewal Master Revolving Note dated September 15, 1998 in the principal sum of Two Million Seven Hundred Thousand and 00/100 (\$2,700,000.00) Dollars (such note, as hereafter renewed, extended, amended, refinanced or modified from time to time, the "Note"), payable to the order of Mortgagee on May 31, 1999, plus interest on the unpaid principal balance thereof outstanding from time to time calculated at the variable rate per annum of one and one-half percent (1.50%) above the prime rate of interest of the Mortgagee announced or published from time to time (under which loan Mortgagee shall make advances to Borrowers from time to time, not to exceed \$2,700,000.00 at any time); and"

3. Except as set forth in the following sentence, all references in the Mortgage to the term "Notes" is hereby amended to read "Note". Subsection (a) of Section 14 of the Mortgage is hereby amended in its entirety to read as follows: "(a) default in the payment when due (whether by lapse of time, acceleration or otherwise) of the principal of or interest on the Note or any other note executed by Borrowers (or any one of them) in favor of Mortgagee, or of any other indebtedness hereby secured and such amount shall not be paid within ten (10) days

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after written notice thereof is sent to Mortgagor;".

4. The words "Seven Million Four Hundred Twenty Thousand and no/100 (\$7,420,000.00) Dollars" appearing on page 2 of the Mortgage and in Section 9 of the Mortgage are hereby deleted, and the words "Two Million Seven Hundred Thousand and 00/100 (\$2,700,000.00) Dollars" are substituted therefor.
5. Hereafter, the term "Note" as used in the Mortgage, and hereinbelow, shall refer to the Borrowers' Renewal Master Revolving Note dated September 15, 1998 in the principal sum of \$2,700,000.00 executed by Borrowers, described in Section 2 above.
6. Mortgagor acknowledges and agrees that the Mortgage is and as amended hereby shall remain in full force and effect, and that the Mortgaged Premises are and shall remain subject to the lien granted and provided for by the Mortgage, as modified hereby, for the benefit and security of all obligations and indebtedness described therein, including, without limitation, the indebtedness evidenced by the Note.
7. Nothing contained in this Agreement shall in any manner impair the Mortgage, as modified hereby, or the priority of the lien created by the Mortgage, as modified hereby, or any other loan documents executed in connection with the loan evidenced by the Note, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect or impair any rights, powers, or remedies of Mortgagee under any of the foregoing documents.
8. Except as specifically amended and modified hereby, all of the terms and conditions of the Mortgage shall stand and remain unchanged and in full force and effect. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.
9. This Agreement shall be binding upon Mortgagor, its successors and assigns, and shall inure to the benefit of the Mortgagee, its successors and assigns.
10. This Modification Agreement is executed by Cole Taylor Bank, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Agreement shall be construed as creating any personal liability on said Trustee.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this First Modification Agreement as of the day and year first above written.

MORTGAGOR:

COLE TAYLOR BANK,
not personally, but solely as Trustee as
aforesaid

By: [Signature]
Title: VICE PRESIDENT

ATTEST:
By: [Signature]
Title: Sr Trust Officer

MORTGAGEE:

LASALLE NATIONAL BANK

By: [Signature]
Title: Vice Pres.

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MORTGAGOR'S ACKNOWLEDGMENT

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sherrri Smith, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that Kenneth E. Piekut and Maritza Castillo the Vice President and Sr. Trust Officer, respectively, of Cole Taylor Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of December, 1998.

Sherrri Smith
Notary Public

My Commission expires:

2/19/2002



MORTGAGEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, PAMELA K. SEITZ, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that FRANCES P. DEAN, VICE PRESIDENT of LaSalle National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15 day of SEPTEMBER, 1998.

Pamela K Seitz
Notary Public

My Commission expires:

10-26-99



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EXHIBIT "A"

Legal Description

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Lot 1 (except the West 25 feet thereof) in Block 1 in Jerome I. Case's Subdivision of the North 418 Feet of Out Lot "F" in Wrightwood in the West 1/2 of Fractional Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 14-28-312-008

ADDRESS: 2530-34 N. Orchard Street, Chicago, Illinois

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