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1999-01-15 10:02:44  
Cook County Recorder 33.50



Document prepared  
by and after  
recording to be  
returned to:

Daniel Kohn, Esq.  
Holleb & Coff  
55 E. Monroe St.  
Suite 4100  
Chicago, IL 60603

**(SUPERIOR STREET)**  
**FIFTH AMENDMENT TO COMMERCIAL MORTGAGE**

**THIS FIFTH AMENDMENT TO COMMERCIAL MORTGAGE** (the "Amendment") is made as of the 1st day of November, 1998, by and between **LaSALLE NATIONAL BANK**, as Successor Trustee to Columbia National Bank of Chicago, as Successor Trustee under Trust Agreement dated July 1, 1993 and known as Trust No. 4263 ("**Mortgagor**"), as successor trustee to Midwest Bank and Trust Company Trust No. 77-12-2316 dated December 5, 1997, with a mailing address of 135 South LaSalle Street, Chicago, Illinois 60603 and **LASALLE BANK NATIONAL ASSOCIATION**, also known as LaSalle Bank N.A, formerly known as Columbia National Bank of Chicago ("**Mortgagee**"), with a mailing address of 4747 West Irving Park Road, Chicago, Illinois 60641.

**WITNESSETH:**

**WHEREAS**, Mortgagee is the holder and owner of (i) a certain Inventory Installment Note dated October 26, 1992, as amended from time to time, (the "**Term Note**") in the original principal amount of Five Hundred Eighty-Five Thousand and No/100 Dollars (\$585,000.00) from Mortgagor, Edmar Foods, Inc., an Illinois corporation ("**Beneficiary**") and others, payable to the order of Mortgagee, and (ii) a certain Revolving Note dated October 26, 1992, as amended from time to time, (the "**Revolving Note**") in the original principal amount of Three Hundred Twenty-Five Thousand and No/100 Dollars (\$325,000.00) from Beneficiary, payable to the order of Mortgagee; and

**WHEREAS**, the Term Note and the Revolving Note are secured by, among other things, that certain Commercial Mortgage, dated October 26, 1992, and recorded on November 4, 1992 with the Cook County Recorder of Deeds as Document No. 92822889 (the "Mortgage"), covering the property legally described on Exhibit A attached hereto; and

**WHEREAS**, all or some of Borrower and Mortgagee have entered into (i) an Eighth Revolving Note Modification Agreement of even date herewith, (ii) a Seventh Inventory Installment Note Modification of even date herewith, and (iii) a Fifth Modification Agreement of even date herewith, whereby Mortgagor, Beneficiary and others, respectively, agreed that, among other things, the maturity date of the Revolving Note would be extended to February 1, 2000; and

**WHEREAS**, Mortgagor and Mortgagee have agreed to modify the Mortgage to reflect the extended maturity date of the Revolving Note and the Term Note, all in accordance with the terms of this Amendment.

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00), the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The recitals set forth above are accurate and complete and hereby restated by this reference.
2. All capitalized terms used herein without definition shall have the respective meanings set forth in the Mortgage.
3. The maturity date of the Revolving Note and the Term Note has been extended such that the maturity date of the Revolving Note and the Term Note is February 1, 2000.
4. Each reference in the Mortgage to "this Mortgage," "hereunder," "hereof" or words of like import shall mean and refer to the Mortgage as amended hereby.
5. This Amendment shall be construed in accordance with and governed by the laws of the State of Illinois.

6. This Amendment shall be binding upon Mortgagor and Mortgagee and their respective successors and assigns, and shall inure to the benefit of Mortgagor and Mortgagee and the successors and assigns of Mortgagee.

7. Except as amended hereby, the Mortgage shall remain in full force and effect and is hereby ratified and confirmed in all respects.

8. This Amendment is executed by LaSalle National Bank, as Successor Trustee to Columbia National Bank of Chicago, as Successor Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Successor Trustee (and said LaSalle National Bank hereby warrants that it possesses full power and authority to execute this Amendment), and it is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of LaSalle National Bank personally to make any payment or to perform any covenant, warranty or indemnity, either express or implied, contained herein, all such liability, if any, being expressly waived by Mortgagee and all other parties now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF this Fifth Amendment to Commercial Mortgage has been executed and delivered by the undersigned as of the day and year first above written.

**MORTGAGEE:**

**LaSALLE BANK NATIONAL ASSOCIATION, a/k/a LaSALLE BANK N.A., f/k/a COLUMBIA NATIONAL BANK OF CHICAGO**

By: [Signature]  
Its: [Signature]

**MORTGAGOR:**

**LaSALLE NATIONAL BANK, as Successor Trustee to COLUMBIA NATIONAL BANK OF CHICAGO, as Successor Trustee as aforesaid and not personally**

By: [Signature]  
Its: SR. VICE PRESIDENT

**EDMAR FOODS, INC., an Illinois corporation**

By: [Signature]  
Its: [Signature]

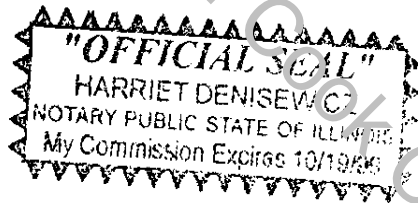
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STATE OF ILLINOIS      )  
  ) SS.  
COUNTY OF COOK        )

I, HARRIET DENISEWICZ, a Notary Public in and for said County in the State aforesaid, do hereby certify that JOSEPH W. LANG, the SR. VICE PRESIDENT of LaSalle Bank National Association, a/k/a LaSalle Bank N.A., f/k/a Columbia National Bank of Chicago (the "Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SR. VICE PRESIDENT, appeared before me this day in person and acknowledged that 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 Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28<sup>th</sup> day of December, 1998.



Harriet Denisewicz  
Notary Public

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STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

On the 1<sup>st</sup> day of November, 1998, before me personally appeared the above-named LaSalle National Bank, as Successor Trustee to Columbia National Bank of Chicago, as Successor Trustee as aforesaid, by Mark Reardon, a trustee thereof, who swore and acknowledged that being authorized and directed to do so he did sign the foregoing instrument, and that the same is the free act and deed of said trust and his free act and deed personally as such trustee.

Ann M. Buzzo  
Notary Public

My commission expires: 11/3/01



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STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

**99046657**

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Edmar Foods, Inc., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1998.

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

My commission expires: \_\_\_\_\_

Property of Cook County Clerk's Office

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EXHIBIT "A"

## LEGAL DESCRIPTION

The East 15 feet of Lot 45, all of Lot 46, the South 10 feet of the vacated alley lying North and adjoining the East 15 feet of Lot 45 and all of Lot 46, and Lots 47 to 50, both inclusive (except the North 20 feet of said Lots 47 to 50 inclusive, dedicated for alley and except that part of said Lot 50 lying East of a line 50 feet West of and parallel with the East line of Section 7) all in Hamilton's Subdivision of Block 1 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 1600 West Superior Street  
Chicago, Illinois

P.I.N. No.: 17-07-203-034 and 17-07-203-036