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Cook County Recorder 35.00



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2/17/99 15:43PM TAYLOR (8121-08)

**THIS INSTRUMENT PREPARED BY, AND  
UPON RECORDATION, RETURN TO:**

**ROBERT G. GOLDSTEIN  
LEVENFELD PEARLSTEIN GLASSBERG  
TUCHMAN BRIGHT GOLDSTEIN  
& SCHWARTZ, LLC  
33 WEST MONROE STREET  
21ST FLOOR  
CHICAGO, ILLINOIS 60603-5448**

SECOND MODIFICATION AGREEMENT

THIS SECOND MODIFICATION AGREEMENT (this "Second Modification") is dated as of the 23 day of February, 1999, by and among LASALLE NATIONAL BANK, as successor trustee to Columbia National Bank of Chicago, u/t/a dated April 1, 1995 and known as Trust No. 01-4889 and HILLSIDE LIMITED PARTNERSHIP, an Illinois limited partnership, as borrowers jointly and severally (collectively, "Borrower"), SIGMUND LEFKOVITZ, as guarantor ("Guarantor") and COLE TAYLOR BANK, an Illinois banking corporation, as lender ("Lender").

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender that certain Promissory Note dated September 26, 1997 in the original principal sum of SIX MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$6,500,000.00) (the "Original Note");

WHEREAS, the Original Note is currently secured by, among other things, the following documents, executed by Borrower in favor of Lender:

- (i) a Mortgage, dated September 26, 1997 and recorded on October 2, 1997 in the Office of the Recorder of Deeds of Cook County, Illinois (the

"Recorder's Office") as Document No. 97735638 (the "Mortgage") on certain real property commonly known as 4600 Frontage Road, Hillside, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

- (ii) an Assignment of Rents, dated September 26, 1997 and recorded on October 2, 1997 as Document No. 97735639 (the "Assignment") on the Premises.

WHEREAS, on or about November 16, 1998, Borrower, Guarantor and Lender executed that certain Modification Agreement which was recorded in the Recorder's Office on November 25, 1998 as Document No. 8070387 (the "First Modification"), which, among other things, modified the interest rate chargeable under the Original Note.

WHEREAS, Borrower has now requested that Lender increase the amount of credit extended to Borrower to a total of \$7,500,000.00 and Lender is willing to do so on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage is a valid, first and subsisting lien on the Premises and that the execution of this Second Modification will not impair the liens of the Mortgage and that there is no existing mortgage or other liens subsequent to the lien of the Mortgage, which have not been accepted by Lender (for breach of which conditions, or either of them, this Second Modification, at the sole election of Lender, shall not take effect and shall be void), IT IS AGREED AS FOLLOWS:

1. The parties represent and agree that the foregoing recitals are true and correct. All defined terms used herein and not otherwise defined shall have the meaning described as such term as set forth in the Loan Documents (as hereinafter defined).

2. Concurrent with the execution hereof, Borrower will execute and deliver to Lender a First Replacement Promissory Note of even date hereof in the original principal amount of \$7,500,000.00 (the "First Replacement Note") and the First Replacement Note, is hereby substituted for the Original Note in its entirety. The First Replacement Note is substituted for the Original Note not only to increase the principal amount but also to memorialize the interest rate change effectuated by the First Modification. It is expressly agreed by Borrower, Guarantor and Lender that the First Replacement Note is being executed

in substitution, amendment, renewal and replacement (but not in payment) of the Original Note.

3. Lender shall cause this Second Modification to be recorded with the Recorder's Office (at Borrower's expenses).

4. All other instruments executed by Borrower in connection with the Original Note, including, but not limited to, the Mortgage and the Assignment and that certain Guaranty dated September 26, 1997 executed by Sigmund Lefkowitz (the "Guaranty") (collectively, the "Loan Documents"), are hereby amended as herein set forth and the Loan Documents shall, as amended, continue to secure the obligations and liabilities evidenced by the First Replacement Note. All references in the Loan Documents to the "Note" shall be deemed to be a reference to the First Replacement Note, as substituted for the Original Note herein.

5. Except for the modifications stated herein, the Mortgage, the Assignment, the Guaranty and the other Loan Documents are not otherwise changed, modified, amended or released.

6. Contemporaneously with the execution of this Modification Agreement by Lender, Borrower shall pay to Lender a loan fee of \$10,000.00 on account of Lender's agreement to extend the additional credit to Borrower as referenced herein. Additionally, Borrower agrees to pay all of Lender's legal fees, title charges and closing costs relating to this Second Modification.

7. The Premises shall remain in all events subject to the lien, charge or encumbrance of the Mortgage, or conveyance of title (if any) effected thereby, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to effect the lien, charge or encumbrance of, or warranty of title in, or conveyance effected by the Mortgage, or the priority thereof over liens, charges, encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Original Note, the First Replacement Note and/or the Loan Documents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

8. Borrower and its subsidiaries have reviewed the areas within their business and operations which could be adversely affected by, and have developed or are developing a program to address on a timely basis the "Year 2000 Problem"

(this is the risk that computer applications used by Borrower and its subsidiaries may be unable to recognize and perform properly date-sensitive functions involving certain dates prior to and any date on or after December 31, 1999), and have made related appropriate inquiry of material suppliers and vendors. Based on such review and program, Borrower believes that the "Year 2000 Problem" will not have a material adverse effect on the Borrower and its subsidiaries. From time to time, at the request of the Lender, Borrower and its subsidiaries shall provide to Lender such updated information or documentation as is requested regarding the status of their efforts to address the Year 2000 Problem.

9. This Modification Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

10. Borrower and Guarantors hereby ratify and confirm their respective obligations and liabilities under the Original Note, the First Replacement Note, the Mortgage, the Assignment, the Guaranty and the other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that as of the date hereof they have no actual knowledge of any defenses, claims or set-offs against the enforcement by Lender of the respective obligations and liabilities of Borrower under the Original Note, the First Replacement Note, the Mortgage, the Assignment, the Guaranty and the other Loan Documents, as hereby amended.

11. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

12. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modifications and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto. The making and performance of this Second Modification by the Borrower has been duly authorized by all necessary action.

13. This Modification Agreement is executed by LASALLE NATIONAL BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred and vested in her as such Trustee (and said trustee hereby warrants that she possesses full power and authority to execute this Modification Agreement), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said trustee personally to pay any indebtedness accruing hereunder, or to perform any covenant, either

express or implied, herein contained, all such liability, if any being expressly waived by Lender and any person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of the Note and the owner(s) of any indebtedness accruing thereunder shall look solely to the property conveyed by the Mortgage and the Loan Documents for the payment of the Note.

IN WITNESS WHEREOF, the undersigned have caused this Modification Agreement to be executed as of the date first above written.

LENDER:

BORROWER:

COLE TAYLOR BANK,  
an Illinois banking corporation

LASALLE NATIONAL BANK,  
as Trustee as aforesaid and not personally

By: [Signature]  
Its: Vice President

By: [Signature]  
Its: VICE PRESIDENT

HILLSIDE LIMITED PARTNERSHIP,  
an Illinois limited partnership

By: Sigmund Lefkovitz, Trustee  
under Sigmund Lefkovitz  
Declaration of Trust u/a/d  
December 15, 1987, its sole  
general partner

By: [Signature]  
Sigmund Lefkovitz, Trustee

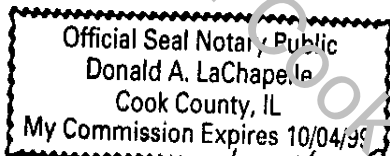
GUARANTOR:

[Signature]  
Sigmund Lefkovitz

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOEC Gordon personally known to me as U.P. of COLE TAYLOR BANK, and 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 U.P. of said corporation, pursuant to authority, given by the Board of Directors of said corporation, as his 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 26<sup>th</sup> day of Feb, 1999.



Donald A. LaChapelle  
Notary Public

My Commission Expires: 10/04/99

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF ~~COOK~~ LAKE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Sigmund Lefkowitz, personally known to me as Trustee of under Sigmund Lefkowitz Declaration of Trust u/a/d/ December 15, 1987, the general partner of HILLSIDE LIMITED PARTNERSHIP, an Illinois limited partnership, and personally known to me to the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged Mat as such Trustee, pursuant to authority given by the trust agreement of said trust, as his own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22<sup>nd</sup> day of FEB, 1999.

Patricia A. Papas  
Notary Public

My Commission Expires: 10-25-00



# UNOFFICIAL COPY

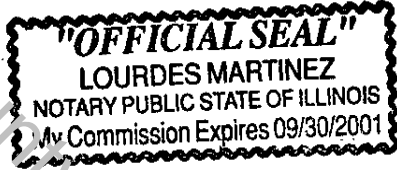
STATE OF ILLINOIS    )  
                                   ) SS  
 COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROSEMARY COLLINS personally known to me to be the VICE PRESIDENT of LASALLE NATIONAL BANK, as Trustee, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Trustee, pursuant to authority given under that certain Trust Agreement herein described, as Trustee's free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23 day of February, 1999.

*Loures Martinez*  
 \_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_



STATE OF ILLINOIS    )  
                                   ) SS  
                   LAKE  
 COUNTY OF ~~COOK~~        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SIGMUND LEFKOVITZ, personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 22<sup>nd</sup> day of FEB, 1999.

*Patricia A Papas*  
 \_\_\_\_\_  
 Notary Public

My Commission Expires: 10-25-00





EXHIBIT A

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4, THENCE NORTH 00 DEGREES 04 MINUTES 43 SECONDS EAST, 1324.21 FEET, THENCE NORTH 89 DEGREES 35 MINUTES 43 SECONDS EAST, 954.00 FEET TO A SET 1/2" IRON ROD ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE DWIGHT D. EISENHOWER EXPRESSWAY (A 370 FOOT RIGHT OF WAY), SAID IRON ROD BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, THENCE NORTH 89 DEGREES 35 MINUTES 43 SECONDS EAST, 691.10 FEET, THENCE SOUTH 00 DEGREES 24 MINUTES 17 SECONDS EAST AT RIGHT ANGLES TO THE PRECEEDING COURSE, A DISTANCE OF 165.00 FEET, THENCE SOUTH 89 DEGREES 35 MINUTES 43 SECONDS WEST AT RIGHT ANGLES TO THE PRECEEDING COURSE, A DISTANCE OF 65.00 FEET, THENCE SOUTH 00 DEGREES 24 MINUTES 17 SECONDS EAST AT RIGHT ANGLES TO THE PRECEEDING COURSE, A DISTANCE OF 153.17 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE DWIGHT D. EISENHOWER EXPRESSWAY, SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHWESTERLY, THENCE ALONG THE NORTHEASTERLY LINE OF SAID EXPRESSWAY, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 4029.83 FEET AND SUBTENDING A CHORD OF LENGTH 702.31 FEET AND BEARING NORTH 63 DEGREES 27 MINUTES 57 SECONDS WEST, FOR AN ARC DISTANCE OF 703.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

P.I.N. 15-17-101-014-0000

COMMON ADDRESS: 4600 FRONTAGE ROAD  
HILLSIDE, ILLINOIS

RETURN TO BOX 242