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Section

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DEPT-01 RECORDS
FROM 442 02-01-91 14-19-00
\$2400
31428 4 21 11-21-05 14.54
COOK COUNTY RECORDS

Property of Cook County Clerk's Office

149839
149839
93

N/A

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off

IDENTIFIED
No.
PROPERTY OF CHICAGO
CAMIL BASSLEY PAUL
O.T. 1/25/03

CHICAGO TITLE INS
#1

71-28-591

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1 - 1025 Lunt, Schaumburg, Illinois

Lots 8 and 9 in Block 7 in Centex-Schaumburg Industrial Park, Unit 39, being a subdivision of part of the North 1/2 of Section 33, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois

PIN #: 07-33-102-018 and 07-33-102-019

Parcel 2 - 706-722 Morse, Schaumburg, Illinois - C # 1498393

Lot 31 in Block 3 in Centex-Schaumburg Industrial Park, Unit 103, being a subdivision of part of the North 1/2 of Section 33, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof registered in the office of the Registrar of Titles of Cook County, Illinois, on May 3, 1974, as Document LR 2750811, in Cook County, Illinois

PIN #: 07-33-202-062

Parcel 3 - 722-728 Morse, Schaumburg, Illinois C # ~~1498391~~ 1498391

Lot 35 in Block 3 in Centex-Schaumburg Industrial Park, Unit 116, being a subdivision in the North 1/2 of Section 33, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof registered in the office of the Registrar of Titles of Cook County, Illinois, on November 13, 1974, as Document LR 2780019, in Cook County, Illinois

PIN #: 07-33-202-064

Parcel 4 - 736-800 Bates, Schaumburg, Illinois - 1498389 3942032

Lot 18 in Block 1 in Centex-Schaumburg Industrial Park Unit 77, being a subdivision of part of the North 1/2 of Section 33, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois

PIN #: 07-33-200-034

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

11/1 day of December, 1990, by David C. [Signature] of NBD Chicago Bank, formerly known as USAmoribanc/Chicago, an Illinois banking corporation, on behalf of the corporation.

[Signature]
Notary Public



Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 31st day of December, 1990, by JOSEPH W. LANG and Rosemary Collins, VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Trustee under a Trust Agreement dated June 1, 1987, and known as Trust No. 112337, on behalf of said Trustee.

Kathy Pacana
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 31 day of December, 1990, by Patrick F. Cibula, George J. Cibula, Jr. and Irvin S. Lewandowski, partners of PFC Venture II, an Illinois partnership, on behalf of the partnership.

Joseph M. DeLavan
Notary Public, State of Illinois
My Commission Expires May 20, 1993

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 31 day of December, 1990, by Patrick F. Cibula, George J. Cibula, Jr. and Irvin S. Lewandowski.

Joseph M. DeLavan
Notary Public, State of Illinois
My Commission Expires May 20, 1993

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LASALLE NATIONAL TRUST, N.A., Successor
Trustee to LASALLE NATIONAL BANK, as
Trustee as aforesaid and not personally

By _____
Title:

(SERIAL)

Attest:

Title:

PFC VENTURE II, an Illinois partnership

By Patrick F. Cibula
Patrick F. Cibula, Partner

By _____
George J. Cibula, Jr., Partner

By _____
Irvin S. Lewandowski, Partner

Patrick F. Cibula
Patrick F. Cibula

George J. Cibula, Jr.

Irvin S. Lewandowski

NBD CHICAGO BANK, formerly known as
USAMERIBANC/CHICAGO

By _____
Title:

Property of Cook County Clerk's Office

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UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LASALLE NATIONAL TRUST, N.A., Successor Trustee to LASALLE NATIONAL BANK, as Trustee as aforesaid and not personally

By [Signature]
Title: VICE PRESIDENT

(SLSB)

Account:

[Signature]
Title: [Signature]

PFC VENTURE II, an Illinois partnership

By [Signature]
Patrick F. Cibula, Partner

By [Signature]
George J. Cibula, Jr., Partner

By [Signature]
Irvin S. Lowandowski, Partner

[Signature]
Patrick F. Cibula

[Signature]
George J. Cibula, Jr.

[Signature]
Irvin S. Lowandowski

NBD CHICAGO BANK, formerly known as USAMERIBANC/CHICAGO

By [Signature]
Title: [Signature]

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Section 10. Supervision. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 11. Governability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 13. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 14. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 16. Execution by Mortgagee. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Mortgagee, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LaSalle National Trust, N.A., in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against LaSalle National Trust, N.A., on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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Note shall be due and payable on August 31, 1993. All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 3.

Section 4. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

Section 5. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Mortgagor, the Beneficiary and the Individual Guarantors hereby confirm and reaffirm all of their obligations under the Documents, as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents", shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

Section 6. Bank's Fees and Expenses. The Mortgagor and the Beneficiary shall pay the Bank's reasonable fees and expenses, including attorneys' fees incurred in connection with the extension of the Loan.

Section 7. Non-Waiver, No Admission. By entering into this Agreement, no party waives any default or Event of Default by any other party under any of the Documents, and nothing herein shall be deemed a waiver of any such default or Event of Default. By entering into this Agreement, none of the parties hereto admits that there is any default or event of default on their part under the Documents and nothing herein shall be deemed such an admission.

Section 8. Bank's Right of Review. The parties acknowledge and agree that the extension of the maturity of the Loan and the Note provided for herein is subject to the Bank's detailed review and acceptance of leasing and loan performance, and that as of the date of this Agreement the Bank has not had the opportunity to complete such detailed review. Notwithstanding anything to the contrary herein or in the Documents contained, the parties hereby agree that the Bank shall have the right to complete its review of leasing and loan performance, which review may include such environmental, appraisal and other studies as the Bank deems appropriate. It is estimated that such review can be completed within 60 days following the date of this Agreement. Notwithstanding anything to the contrary contained herein or in the Documents, the parties agree that if such review discloses matters pertaining to leasing or the Loan which are unacceptable to the Bank, the Bank may declare an Event of Default under the Documents.

Section 9. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

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Illinois, on September 4, 1987, as Document No. 87488379 and filed in the Office of the Registrar of Titles of said County on September 4, 1987, as Document No. LR3649217;

(v) Assignment of Rents and Leases dated as of August 1, 1987 (the "Assignment of Rents"), from the Mortgagor and the Beneficiary to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 4, 1987, as Document No. 87488380 and filed in the Office of the Registrar of Titles of said County on September 4, 1987, as Document No. LR3649218;

(vi) Security Agreement dated as of August 1, 1987, from the Beneficiary to the Bank;

(vii) Collateral Assignment of Beneficial Interest dated as of August 1, 1987, from the Beneficiary to the Bank; and

(viii) Guaranty of Payment and Performance dated as of August 1, 1987, from the Beneficiary and the Individual Guarantors to the Bank; and

WHEREAS, certain of the Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Extension of Maturity. The maturity date of the loan evidenced and secured by the Documents (the "Loan") is hereby extended from August 31, 1990, to August 31, 1993, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "August 31, 1990" is hereby changed to "August 31, 1993" each time it appears in the Documents. Notwithstanding anything to the contrary contained in the Documents, the Mortgagor and/or the Beneficiary shall have no option to further extend the maturity date of the Loan.

Section 3. Amendment of Interest Rate and Monthly Payment. Effective as of September 1, 1990, the interest rate on the Loan and the Note shall be and hereby is changed from a fixed rate of 10-1/8% per annum to a fixed rate of 10-1/2% per annum. Commencing as of October 1, 1990, the monthly payments of principal and interest on the Loan and the Note due on the first day of each month shall be and hereby are changed from \$16,974.25 to \$17,388.30. All of the principal of and any accrued and unpaid interest on the Loan and the

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12-31-90

Name change attached regarding lenders NBD Chgo Bk

EXTENSION AND MODIFICATION AGREEMENT

THIS EXTENSION AND MODIFICATION AGREEMENT dated as of December 31, 1990, by and among LASALLE NATIONAL TRUST, N.A., Successor Trustee to LASALLE NATIONAL BANK, a national banking association, as Trustee under a Trust Agreement dated June 1, 1987, and known as Trust No. 112337 (the "Mortgagor"), PFC VENTURE II, an Illinois partnership (the "Beneficiary"), PATRICK F. CIBULA, GEORGE J. CIBULA, JR. and IRVIN S. LEWANDOWSKI (collectively, the "Individual Guarantors"), and NBD CHICAGO BANK, formerly known as USAMERIBANG/CHICAGO, an Illinois banking corporation (the "Bank");

W I T N E S S E T H:

WHEREAS, one or more of the Mortgagor, the Beneficiary, the Individual Guarantors and the Bank heretofore entered into the following documents (collectively, the "Documents"):

- (i) Commitment Letter dated July 17, 1987 (the "Commitment"), from the Bank to the Beneficiary;
- (ii) Modification to Commitment Letter dated September 2, 1987, from the Bank to the Mortgagor and the Beneficiary;
- (iii) Mortgage Note dated August 1, 1987 (the "Note"), from the Mortgagor to the Bank;
- (iv) Mortgage and Security Agreement dated as of August 1, 1987 (the "Mortgage"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County,

*71-28-591 D1
Legal follows*

Permanent Index Numbers:

- 07-33-102-018-0000
- 07-33-102-019-0000
- 07-33-202-062-0000
- 07-33-202-064-0000
- 07-33-200-034-0000

Address of Premises:

- 1025 Lunt
Schaumburg, Illinois
- 706-712 Morse
Schaumburg, Illinois
- 733-728 Morse
Schaumburg, Illinois
- 736-000 Estes
Schaumburg, Illinois

This Instrument Prepared by and to be Returned After Recording to:

Alvin L. Kruse, Esq.
James A. Schraidt, Esq.
Seyfarth, Shaw, Fairweather
& Geraldson
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603

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Verified Certificate of Amendment
Consent

573407
P. C. C.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I hereby certify that there has been filed with me under the provisions of
Section 43 of an act of the General Assembly of the State of Illinois known as
the "Illinois Banking Act", approved May 17, 1955, in force January 1, 1957, a
consent and approval executed by the shareholders of the

 Bank, located at 407 S. Dearborn Avenue, Chicago,

Illinois, consenting to and approving the following amendment to the charter of
the aforesaid bank:

RESOLVED that the of be changed to

I further certify that the capital stock of said bank is
shares of \$ each and that there are
shares executed aforesaid consent and approval and that same is correct
record of the aforesaid bank.

(Seal of the Corporation)

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I, John P. Timmer, being duly sworn, declare on oath that I am President of the bank mentioned in the foregoing certificate, and that the statements made therein are true in substance and in fact.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of said corporation to be affixed, this 24th day of April, A. D. 1982.

Notary Public

Subscribed and sworn to before me this 24th day of April, A. D. 1982.

David J. [Signature]
Notary Public

(Seal of Notary Public)

NOTARY PUBLIC OFFICES
CHICAGO, ILL.
OFFICE 24, 1987

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IN WITNESS WHEREOF, I hereunto
subscribe my name and affix the seal
of my office, this 1st day of May 1904

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OFFICE OF THE COMMISSIONER OF BANKS AND TRUST COMPANIES



Charge of James

IDENTIFIED No. 3692075

And from these presents, Shall Come, Certificate

WHEREAS, a bill of lading of amendment has been filed in the office of the Commissioner of Banks and Trust Companies, showing a bill of lading for the stockholders of Eastern Bank/Chicago, located at 407 North Michigan Avenue, Chicago, County of Cook, State of Illinois, showing its charter, pursuant to the attached

and the evidence submitted to the Commissioner of Banks and Trust Companies that said action was taken in accordance with the provisions of section 27 of an Act of the General Assembly of the State of Illinois, known as the "Illinois Banking Act", approved May 1, 1909, to take January 1, 1910.

and the evidence submitted to the Commissioner of Banks and Trust Companies, State of Illinois, by the stockholders of Eastern Bank/Chicago, to take January 1, 1910, to take January 1, 1910.

Mc 9201 10/1

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