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2000-08-09 14:22:18
Cook County Recorder 39.00

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
135 South La Salle Street, Suite 925
Chicago, Illinois 60603



PERMANENT TAX INDEX NUMBER:

15-21-204-151-0000

PROPERTY ADDRESS:

10031 West Roosevelt Road
Westchester, Illinois 60153

7/29/24 Dr

FIRST AMENDMENT TO LOAN DOCUMENTS
AMALGAMATED BANK OF CHICAGO *Alka*

10
H.

This FIRST AMENDMENT TO LOAN DOCUMENTS dated as of November 30, 1999 (the "First Amendment"), is made by and among AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation, whose address is One West Monroe Street, Chicago, Illinois 60603, not personally, but solely as Trustee (the "Mortgagor") under the provisions of a Trust Agreement dated May 1, 1968 and known as Trust Number 2020 (the "Trust Agreement"), CSA ASSOCIATES, LTD., an Illinois limited partnership (the "Borrower"), whose address is c/o Mr. Robert L. Litvin, Thomas H. Litvin Co., 1355 West Washington Boulevard, Chicago, Illinois 60607, ROBERT L. LITVIN ("Litvin"), whose address is c/o Thomas H. Litvin Co., 1355 West Washington Boulevard, Chicago, Illinois 60607, PAUL SMITHSON ("Smithson"; Litvin and Smithson each being referred to herein as a "Guarantor" and collectively referred to herein as the "Guarantors"), whose address is 1000 Skokie Boulevard, Wilmette, Illinois 60091, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, formerly known as LaSalle National Bank (the "Lender"), whose address is 135 South La Salle Street, Chicago, Illinois 60603.

WITNESSETH:

A. The Lender made a mortgage loan (the "Loan") to the Borrower evidenced by that certain Time Note dated as of July 20, 1995 in the original principal amount of Four Hundred Forty Thousand and 00/100 Dollars (\$440,000.00), executed by the Borrower and made payable to the order of the Lender, as extended from time to time (collectively, the "Note").

B. The Note is secured by, among other things, the following documents (together with any and all other documents evidencing or securing the Loan being collectively referred to herein as the "Loan Documents"):

BOX 333-CTI

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(i) Mortgage, Security Agreement and Financing Statement dated as of July 20, 1995, executed by the Mortgagor to and for the benefit of the Lender and joined in by the Borrower, and recorded on July 21, 1995 as Document 95478434 with the Office of the Recorder of Deeds of Cook County, Illinois (the "Mortgage"), which Mortgage encumbers the real property and improvements thereon legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");

(ii) Assignment of Rents and Leases dated as of July 20, 1995, jointly and severally executed by the Mortgagor and the Borrower to and for the benefit of the Lender and recorded on July 21, 1995 as Document 95478435 with the Office of the Recorder of Deeds of Cook County, Illinois, which Assignment of Rents encumbers the Premises;

(iii) Environmental Indemnity Agreement dated as of July 20, 1995, jointly and severally executed by the Borrower and the Guarantors to and for the benefit of the Lender (the "Environmental Indemnity");

(iv) Continuing Unconditional Guaranty dated as of July 20, 1995, executed by Litvin to and for the benefit of the Lender (the "Litvin Guaranty"); and

(v) Continuing Unconditional Guaranty dated as of July 20, 1995, executed by Smithson to and for the benefit of the Lender (the "Smithson Guaranty"; the Litvin Guaranty and the Smithson Guaranty each being referred to herein as a "Guaranty" and collectively referred to herein as the "Guaranties").

C. The Borrower and the Lender have agreed to modify and amend the Loan Documents to provide for (i) an additional extension of the maturity date of the Note from November 30, 1999 to November 30, 2000, and (ii) a modification of the repayment terms of the Note, in accordance with the terms and conditions of this First Amendment.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.

2. Definitions. Capitalized words and phrases not otherwise defined in this First Amendment shall have the meanings assigned thereto in the Loan Documents.

3. Extension of Maturity. The maturity date of the Loan evidenced by the Note is hereby extended from November 30, 1999 to November 30, 2000, and all of the Loan Documents are hereby modified and amended accordingly.

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4. Interest Rate. The principal balance of the Loan outstanding from time to time, as evidenced by the Note, shall bear interest at a floating per annum rate of interest equal to the Prime Rate (as hereinafter defined). After maturity or the occurrence of a default under any of the Loan Documents, until paid, the outstanding principal amount of the Loan evidenced by the Note, and all accrued and unpaid interest thereon, shall bear interest, payable upon demand, at a floating per annum rate of interest equal to the Prime Rate plus two percent (2.00%). As used herein, the term "Prime Rate" shall mean the floating per annum rate of interest which at any time, and from time to time, shall be most recently announced by the Lender as its Prime Rate, which is not intended to be the Lender's lowest or most favorable rate of interest at any one time. Each change in the interest rate hereon shall take effect on the effective date of any change in the Prime Rate. The Lender shall not be obligated to give notice of any change in the Prime Rate. The interest rate on the Loan shall be computed on the basis of a year consisting of 360 days and shall be paid for the actual number of days elapsed.

5. Principal and Interest Payments. The indebtedness initially evidenced by the Note, of which the principal amount of FOUR HUNDRED FORTY THOUSAND and 00/100 DOLLARS (\$440,000.00) remains outstanding as of the date hereof, and all accrued interest thereon shall be paid in (i) installments of interest only on the principal balance of the Note outstanding from time to time, commencing on December 1, 1999 and continuing on the first day of each month thereafter, (ii) principal installments each in the amount of Eleven Thousand and 00/100 Dollars (\$11,000.00) on February 1, 2000, May 1, 2000, August 1, 2000 and November 1, 2000, and (iii) a final installment equal to the total principal balance of the Loan then remaining unpaid, plus all accrued and unpaid interest thereon, on November 30, 2000.

6. Attachment to Note. The Lender may, and prior to any transfer by the Lender of the Note shall, attach a copy of this First Amendment to the original Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

7. Continued Effectiveness of Loan Documents; Confirmation of Obligations. The Loan Documents shall remain in full force and effect as originally executed and delivered by the parties thereto, except as expressly modified and amended by this First Amendment. Each of the Mortgagor and the Borrower, hereby (i) restates, confirms and reaffirms all of its respective obligations under the Loan Documents, as modified by this First Amendment; (ii) acknowledges and agrees that the Lender, by entering into this First Amendment, does not waive any existing or future default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; (iii) acknowledges and agrees that the Lender has not heretofore waived any default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledges that the Borrower does not have any set-off, defense or counterclaim to the payment or performance of any of the Borrower's obligations under the Loan Documents, as modified by this First Amendment.

8. Certifications, Covenants, Representations and Warranties. In order to induce the Lender to enter into this First Amendment, the Mortgagor hereby certifies and represents, and the Borrower hereby certifies, represents and warrants to the Lender that all certifications, covenants, representations and warranties contained in the Loan Documents and in all certificates heretofore

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delivered to the Lender in connection therewith are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this First Amendment.

9. Reaffirmation of Guaranties. Each of the Guarantors hereby expressly (a) consents to the execution by the Mortgagor and the Borrower of this First Amendment; (b) acknowledges that his respective Guaranty is hereby modified and amended so that all references in such Guaranty to (i) the "Guaranteed Debt" shall include all of the obligations and liabilities owing from the Mortgagor and/or the Borrower to the Lender from time to time, including, without limitation, the Note, as modified and amended by this First Amendment, and (ii) the "Guaranty" shall mean such Guaranty, as modified and amended by this First Amendment, (c) reaffirms in all respects all of his obligations under such Guaranty, as modified and amended by this First Amendment; (d) agrees that the several liability of each Guarantor to the Lender under his respective Guaranty for the Guaranteed Debt shall not exceed the principal amount (i) Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00), plus (ii) all interest due and to become due on that portion of the Guaranteed Debt guaranteed by each Guarantor, with interest accruing at the Default Rate, plus (iii) all costs and expenses, attorneys' and paralegals' fees of every kind paid or incurred by the Lender in enforcing his respective Guaranty or in defending against any defense, counterclaim, setoff or cross-claim based upon any act of commission or omission by the Lender with respect to the Loan Documents, the Guaranties, the Guaranteed Debt or any collateral or security for the Guaranteed Debt, plus (iv) all costs and expenses, attorneys' and paralegals' fees of every kind paid or incurred by the Lender in endeavoring to collect the Guaranteed Debt or any part thereof promptly on demand of the Lender or other person paying or incurring the same, (e) agrees that the acceptance by the Lender of this First Amendment shall not in any manner whatsoever (i) impair or affect the liability of any Guarantor to the Lender under his or her Guaranty, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against any Guarantor pursuant to his or her Guaranty, or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Lender by any Guarantor under his or her Guaranty, and (f) represents that each of the representations and warranties made by such Guarantor in his or her Guaranty remain true and correct as of the date hereof.

10. Year 2000 Representation. The Borrower hereby represents and warrants to the Lender that the Borrower has reviewed the areas within its business and operations which could be adversely affected by, and has developed or is developing a program to address on a timely basis, the Year 2000 Problem (as hereinafter defined), and has made related appropriate inquiry of its material suppliers and vendors (as used herein, "Year 2000 Problem" shall mean the risk that computer applications used by the Borrower may be unable to recognize and perform properly date-sensitive functions involving certain dates prior to, and any date after, December 31, 1999). Based on such review and program, the Borrower believes that the Year 2000 Problem will not have a material adverse effect on the Borrower or the Premises. From time to time at the request of the Lender, the Borrower shall provide to the Lender such updated information or documentation as is requested regarding the status of the borrower's efforts to address the Year 2000 Problem.

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11. Conditions Precedent. This First Amendment shall become effective (the "Effective Date") as of the first business day following receipt by the Lender of the following:

(a) First Amendment. This First Amendment duly executed by the parties hereto;

(b) Date-down Endorsement. A Date-Down Endorsement issued by Chicago Title Insurance Company to its Loan Policy No. 1401 007569124 D2, dating down title to the Property to reflect the recordation of this First Amendment;

(c) Other Matters. Such other documents and as the Lender may reasonably request.

12. References. All references in the Loan Documents and/or in this First Amendment to any one or more of the "Loan Documents" shall be deemed to be references to such Loan Documents, as modified and amended by this First Amendment.

13. Entire Agreement. This First Amendment sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this First Amendment, and no covenants, promises, agreements, conditions or understandings, either oral or written, exist between the parties except as set forth herein.

14. Successors. The Loan Documents, as modified by this First Amendment, shall inure to the benefit of the parties hereto and to the Lender's successors and assigns, and shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

15. Severability. In the event any provision of this First Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

17. Construction.

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

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

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(c) The headings of this First Amendment 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.

18. Execution of Counterparts. This First Amendment 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.

19. Governing Law. This First Amendment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

20. Trustee's Exculpation. This First Amendment is executed by Amalgamated Trust & Savings Bank, not personally but solely as Trustee, solely in the exercise of the authority conferred upon it as trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account thereof, or on account of any promises, covenants, undertakings or agreements herein, or in the Loan Documents contained, either express or implied; all such liability, if any, being expressly waived and released by the holder or holders of the Loan Documents and by all persons claiming by, through or under the Loan Documents or the holder or holders, owner or owners thereof, and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that the Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and it shall not be liable for any action or non-action taken in violation of any of the covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Loan Documents to be executed as of the date set forth above.

MORTGAGOR:

AMALGAMATED BANK OF CHICAGO *f/k/a*
AMALGAMATED TRUST & SAVINGS BANK,
an Illinois banking corporation, not personally, but
solely as Trustee under a Trust Agreement dated
May 1, 1968 and known as Trust Number 2020

ATTEST:


By: *John J. Malone*
Name: John J. Malone
Title: Vice President

By: *Irving B. Polakow*
Name: IRVING B. POLAKOW
Title: SENIOR VICE PRESIDENT

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BORROWER:

CSA ASSOCIATES, LTD., an Illinois
limited partnership

By: 
Name: Robert L. Litvin
Its: General Partner

By: 
Name: Paul Smithson
Its: General Partner

GUARANTORS:


ROBERT L. LITVIN


PAUL SMITHSON

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association, formerly
known as LaSalle National Bank

By: 
Name: Drew E. Burlak
Title: Commercial Banking Officer

GKF:jh
October 18, 1999
110945

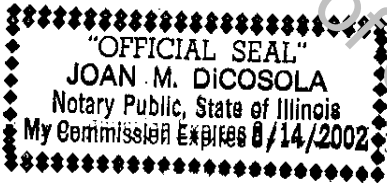
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

* AMALGAMATED BANK OF CHICAGO *f/k/a*

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that IRVING B. POLAKOW, the SENIOR VICE PRESIDENT, and John J. Malone, the Vice President, of AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation, as trustee aforesaid, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such SENIOR VICE PRESIDENT and Vice President, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking association, as successor trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of June, 2000, ~~October, 1999.~~



Joan M. Dicosola

Notary Public
My Commission Expires: 8-14-2002

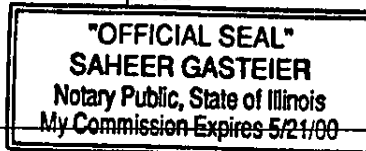
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DREW E. BURLAK, a Commercial Banking Officer of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, formerly known as LaSalle National Bank, who is 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 Commercial Banking Officer, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of October, 1999.

Saheer Gasteier

Notary Public
My Commission Expires:

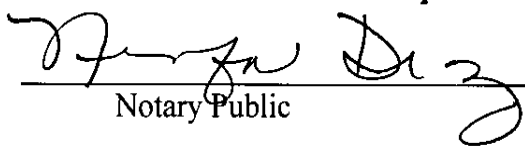


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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT L. LITVIN, individually and as a general partner of CSA ASSOCIATES, LTD., an Illinois limited partnership, who is 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 he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

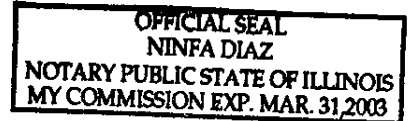
GIVEN under my hand and notarial seal this 29th day of October, 1999.



Notary Public

My Commission Expires:

3/31/2003



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that PAUL SMITHSON, individually and as a general partner of CSA ASSOCIATES, LTD., an Illinois limited partnership, who is 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 he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of October, 1999.



Notary Public

My Commission Expires:

3/31/2003

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 135 TO 140 INCLUSIVE AND THE WEST 10 FEET OF LOT 134 IN GEORGE F. NIXON AND CO'S TERMINAL ADDITION TO WESTCHESTER, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

10031 West Roosevelt Road
Westchester, Illinois 60153

PERMANENT TAX IDENTIFICATION NUMBER:

15-21-204-151-0000

GKF:jh
October 18, 1999
111930