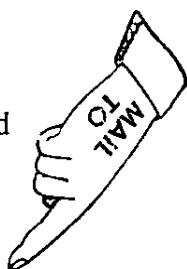




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Document prepared by and after recording to be returned to:



Daniel Kohn, Esq.
Duane, Morris & Heckscher LLP
227 West Monroe Street, Suite 3400
Chicago, Illinois 60606

FIRST MODIFICATION OF CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

THIS FIRST MODIFICATION OF CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (the "Agreement") is entered into as of the 30 day of December, 2000, by and among DEVON BANK, as Trustee under Trust Agreement dated April 22, 1976 and known as Trust No. 2750 ("Trust"), DEAN J. ADINAMIS, as Trustee under Declaration of Trust dated April 22, 1976 ("Beneficiary"), DEAN J. ADINAMIS ("DJA"), MARY ADINAMIS ("MA"), STEPHEN POULOS ("SP"), JAMES W. SMIRLES ("JWS") and REGINA SMIRLES ("RS") (Trust, Beneficiary, DJA, MA, SP, JWS and RS are collectively referred to hereinafter as the "Borrower") and NEW CENTURY BANK, an Illinois banking corporation ("Lender").

RECITALS

WHEREAS, Trust, Beneficiary, DJA, SP, JWS, RS and Peter J. Adinamis ("PJA") executed and delivered to Lender that certain Mortgage Note dated April 28, 2000, in the original principal amount of Seven Million Fifty Thousand Dollars (\$7,050,000) (the "Note"). The loan described in the Note (the "Loan") and Borrower's obligations thereunder are secured by, among other things, that certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated April 28, 2000, from Trust, Beneficiary, DJA, SP, JWS, RS and PJA in favor of Lender, and recorded with the Recorder of Deeds of Cook County, as Document No. 00397433 (the "Mortgage"); and

WHEREAS, MA assumed all of PJA's obligations under the Note, Mortgage and other loan documents related thereto by that certain Assumption Agreement dated of even date herewith between Borrower and Lender; and

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WHEREAS, Borrower now desires to modify the Mortgage to, among other things, reflect the increase in the amount of the Loan to Seven Million Eight Hundred Twenty-Five Thousand Dollars (\$7,825,000); and

WHEREAS, Lender, the legal owner of the Note and of the liens securing the same, at the request of Borrower has agreed to modify the Mortgage as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender hereby agree to modify and renew the Mortgage as follows:

1. Increase in Maximum Principal Amount of Note. The Mortgage is modified to reflect the increase in the maximum principal amount of the Note from Seven Million Fifty Thousand Dollars (\$7,050,000) to Seven Million Eight Hundred Twenty-Five Thousand Dollars (\$7,825,000). Any and all references to "Seven Million Fifty Thousand Dollars (\$7,050,000)" contained in the Mortgage are hereby deleted and replaced with the amount "Seven Million Eight Hundred Twenty-Five Thousand Dollars (\$7,825,000)."
2. Representations and Warranties.
 - (a) Financial Statements. Borrower represents and warrants that all financial statements of Borrower heretofore delivered to Lender are true and correct representations of the financial condition of Borrower as of the date thereof, and there has been no material adverse change thereto except as indicated by financial statements subsequently delivered to Lender.
 - (b) Violation of Laws. Borrower is not in violation of any laws (including, without limitation, environmental laws and regulations) which could have any effect whatsoever upon the validity, performance or enforceability of any of the terms, covenants and conditions of the Note, the Mortgage, this Agreement, or any instrument executed in connection herewith or therewith. As used in this Agreement, the term "laws" shall include any and all laws, statutes, ordinances rules, regulations, orders, writs, injunctions and decrees.
 - (c) Taxes. Borrower has paid any and all federal, state, local and other taxes, assessments, fees and other governmental charges imposed upon Borrower or Borrower's assets which are due and payable.
 - (d) Disclosure of Adverse Facts. Borrower represents and warrants that there are no material adverse facts or conditions relating to the finances and business of Borrower which have not been related in writing to Lender.

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- (e) Lawful Authority. Borrower possesses all necessary and lawful authority and power to carry on its business and comply with the terms, covenants and conditions of the Note, the Mortgage, this Agreement, and any other instrument executed in connection herewith or therewith.
- (f) No Defaults, Offsets, etc. Borrower represents and warrants that: (i) there are no events or circumstances currently existing which constitute a default under any of the loan documents evidencing the Loan or which would, upon the giving of notice and expiration of any applicable cure period, constitute a default under any of the loan documents evidencing the Loan; and (ii) there are no offsets, counterclaims or defenses with respect to the Note, the Mortgage, as modified hereby or any of the other loan documents evidencing the Loan.
3. Default. Any default under or breach of the terms and provisions of this Agreement shall also constitute a default under the Mortgage, and any other security instrument executed in connection therewith or herewith.
4. Continuing Effect; Ratification. Except as expressly modified as contemplated herein, Borrower expressly ratifies the terms and provisions of the Mortgage and acknowledges and agrees that such terms and provisions shall continue in full force and effect and shall be binding on Borrower and Borrower's successors and assigns.
5. Costs and Expenses. Borrower shall pay any and all costs and expenses, including, without limitation, attorneys' fees and title charges, incurred by Lender in connection with or arising as a result of this Agreement, including, without limitation, the preparation and negotiation of this Agreement, and any other document required in connection herewith.
6. Final Agreement. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
7. Conflicts. In the event of any conflict between the terms of this Agreement and any other document evidencing, securing or relating to the loan evidenced by the Note, the terms of this Agreement shall control.
8. Trustee Exculpation. This Agreement is executed by Devon Bank, not personally, but solely as Trustee under and pursuant to that certain Trust Agreement hereinafter described and the Trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made

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and contained in the within instrument, it being specifically understood by any and all parties dealing with this instrument that said trustee has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said trust without any intention of binding the said Trustee in its individual capacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely upon the direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted to be enforceable against said bank by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.

SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BORROWER:

DEVON BANK, as Trustee under Trust Agreement dated April 22, 1976 and known as Trust No. 2750

All representations and undertakings of DEVON BANK as trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or shall be asserted against the DEVON BANK personally as a result of the signing of this instrument.

By: Deva Bank
Name: Nancy M. Brien
Title: Cred. Trust Officer

DEAN J. ADINAMIS, as Trustee under Declaration of Trust dated April 22, 1976

By: Dean J. Adinamis
Dean J. Adinamis, Trustee

Dean J. Adinamis
DEAN J. ADINAMIS

Mary J. Adinamis
MARY J. ADINAMIS

Stephen Poulos
STEPHEN POULOS

James W. Smirles
JAMES W. SMIRLES

Regina Smirles
REGINA SMIRLES

LENDER:

NEW CENTURY BANK, an Illinois banking corporation

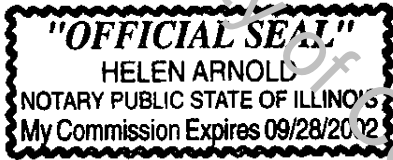
By: Ann V. Callahan
Its: Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Helen Arnold, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nancy Brown personally known to me to be the Assistant Trust Officer of DEVON BANK, as such NANCY BROWN, is 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 free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of December, 2000.



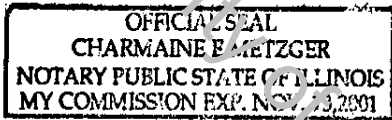
Helen Arnold
Notary Public
My commission expires: 9/28/02

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Charmaine E. Metzger, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DEAN ADINAMIS, personally and as such trustee, is 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 28th day of December, 2000.



Charmaine E. Metzger
Notary Public
My commission expires: Nov 13, 2001

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Cook County Clerk's Office

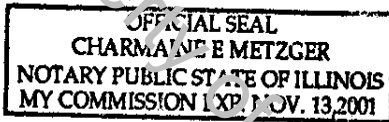
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Charmaine E. Metzger a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **MARY ADINAMIS** is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she has signed and delivered the said instrument as her free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of December, 2000.



Charmaine E. Metzger
Notary Public
My commission expires: Nov 13, 2001

Cook County Clerk's Office

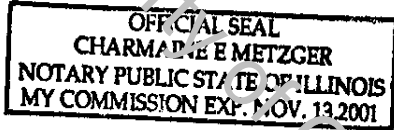
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Charmaine E. Metzger, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **STEPHEN POULOS** is 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 28th day of December, 2000.



Charmaine E. Metzger
Notary Public
My commission expires: Nov 13, 2001

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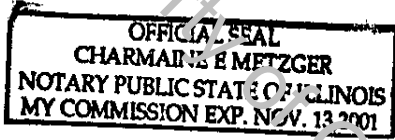
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Charmaine E Metzger a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **JAMES W. SMIRLES** is 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 28th day of December, 2000.



Charmaine E Metzger
Notary Public
My commission expires: Nov 13, 2001

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Charmaine E. Metzger, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **REGINA SMIRLES** is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she has signed and delivered the said instrument as her free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of December, 2000.

Charmaine E. Metzger
Notary Public
My commission expires: Nov 13, 2001

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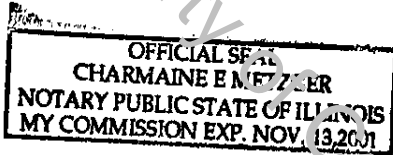
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Charmaine E. Metzger a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LISA V. CALLAHAN personally known to me to be the Vice President of NEW CENTURY BANK, as such _____, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that She has signed and delivered the said instrument as her free and voluntary act as aforesaid on behalf of such Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of December, 2000.



Charmaine E. Metzger
Notary Public
My commission expires: Nov 13, 2001