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2001-04-03 11:01:01

Cook County Recorder 35.50



THIS DOCUMENT PREPARED BY  
AND UPON RECORDING TO:

Alan M. Bel  
Charity & Associates, P.C.  
20 North Clark Street, Suite 700  
Chicago, Illinois 60602

**FIRST MODIFICATION AND SUPPLEMENT TO LOAN AGREEMENT, NOTE, MORTGAGE  
AND OTHER LOAN DOCUMENTS**

THIS FIRST MODIFICATION AND SUPPLEMENT TO LOAN AGREEMENT, NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS ("First Modification Agreement") is made and entered into this 31<sup>st</sup> day of December 2000 by and between BELMONT VILLAGE L.P., an Illinois limited partnership (the "Borrower") with a mailing address at 630 Dundee Road, Suite 235, Northbrook, Illinois 60062, and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation (the "Lender"), with a mailing address at 111 West Monroe Street, P.O. Box 755, Chicago, Illinois 60690.

**RECITALS**

A. Lender and Borrower have entered into that certain Construction Loan Agreement dated September 23, 1999 (the "Loan Agreement") providing for a loan (the "Loan") by Lender to the Borrower in the maximum principal amount of Two Million Eighty Thousand and No/100 United States Dollars (U.S. \$2,080,000.00), the proceeds of which were to be used to pay a portion of the cost of constructing, furnishing, fixturing and equipping a 110-unit apartment building to be used for affordable housing for senior citizens (the "Building") on land situated in Chicago, Illinois, as more particularly described on Exhibit A attached hereto and made a part hereof (the Building and the land upon which they are to be situated, together with all rights, easements and interests appurtenant thereto, are hereinafter referred to collectively as the "Real Estate").

B. Pursuant to the Loan Agreement, the Borrower has executed that certain Promissory Note dated September 23, 1999 in the principal sum of \$2,080,000 payable to Lender as more fully described therein (the "Note")

C. As security for the Note, Borrower executed that certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated September

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23, 1999 (the "Mortgage") and recorded on September 24, 1999 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 99906582, granting a first mortgage lien and security interest in the Real Estate (the Mortgage, the Loan Agreement, the Note and any other documents evidencing or securing the Loan, are hereinafter referred to as the "Loan Documents").

D. The Lender and Borrower desire by this First Modification Agreement to amend and supplement certain terms and provisions in the Loan Documents to affect the following: (i) modify the term "Substantial Completion Date" (as defined in the Loan Documents) to mean April 30, 2001, and (ii) modify the term "Maturity Date" to mean December 31, 2020. The Lender and the Borrower are entering into this First Modification Agreement to effectuate such amendment to and supplement of the terms of the Loan Documents.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lender and Borrower hereby agree as follows:

1. **Defined Terms.** All initially capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

2. **Amendment and Supplement.** Notwithstanding anything to the contrary contained in the Loan Documents, the Loan Documents are hereby amended and supplemented as follows:

(a) All references in the Loan Documents to the term "Substantial Completion Date" shall be modified to mean April 30, 2001.

(b) All references in the Loan Documents to the term "Maturity Date" shall be modified to mean December 31, 2020.

(c) All references in the Loan Documents to the Loan Agreement, the Note and the Mortgage shall be deemed to refer to the Loan Agreement, the Note and the Mortgage as modified by this First Modification Agreement.

3. **Representations and Warranties.** To induce Lender to execute this First Modification Agreement, Borrower hereby represents and warrants to Lender that:

(a) The execution and delivery of this First Modification Agreement has been duly authorized by proper corporate actions and proceedings and this First Modification Agreement and the Loan Documents, as hereby amended, constitute the legal, valid and binding obligations of Borrower, enforceable in accordance with their respective terms.

(b) Neither the execution, delivery, nor performance of this First Modification Agreement or the Loan Documents has or will violate or conflict with any law, rule, regulation, order or judgment of any governmental authority having

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jurisdiction over the Real Estate, or any organizational documents, indenture, instrument or agreement by which Borrower or the Real Estate is bound.

- (c) Neither the execution, delivery or performance by Borrower of this First Modification Agreement or the Loan Documents, nor compliance by it with the terms and provisions of this First Modification Agreement or any Loan Documents, (i) will, to the best of Borrower's knowledge, contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental instrumentality, or (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of Borrower pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other agreement, contract or instrument to which Borrower is a party or by which it or any of its property or assets is bound or to which it may be subject.

All representations and warranties provided herein will survive the execution of this First Modification Agreement.

4. **Conditions to Lender's Obligations.** As conditions to Lender's obligations herein described, including but not limited to, Lender's obligations to fund any additional proceeds of the Loan, the Borrower covenants, agrees and represents as follows:

(a) Borrower shall not be in Default (as defined in the Loan Agreement) under the Loan Documents.

(b) Borrower shall have delivered the following documents evidencing the existence and authority of Borrower to effectuate the transaction contemplated hereby:

(i) certified copy of the resolution of the board of directors of the general partner of the Borrower authorizing the execution of this First Modification Agreement, without attestation, and the performance of Borrower's obligations hereunder and under the Loan Documents; and

(ii) such other documents as Lender may reasonably require.

(c) Borrower shall have caused the following to occur: (a) the recordation of this First Modification Agreement in the Office of the Recorder of Deeds of Cook County, Illinois; and (b) the issuance by First American Title Insurance Company of a date-down endorsement to its Loan Policy No. N9901807-P1 ("Loan Policy"), dated September 24, 1999 (i) evidencing Borrower as the owner of fee simple title in the Real Estate, (ii) naming Lender as the insured party, (iii) providing title insurance in the amount of the Loan, and (iv) insuring Lender that the Mortgage, as amended hereby, constitutes a valid first and prior lien on the Real Estate, subject only to the Permitted Exceptions (as defined in the Loan Agreement), as of the date that this First

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Modification Agreement is recorded and that here exist no liens, encumbrances or interests in the Real Estate, other than as set forth in Schedule B to the Loan Policy.

5. Except as and to the extent amended by this First Modification Agreement, to Loan Agreement, the Note, the Mortgage and the other Loan Documents and all terms, conditions and provisions thereof shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

6. The Mortgage, as hereby amended, shall continue to secure repayment of all amounts due under the Note as modified by this First Modification Agreement without loss of priority.

7. Borrower agrees to pay all costs and expenses incurred in connection with this First Modification Agreement, including, without limitation, attorneys' fees incurred by Lender in the preparation, negotiation and execution of this First Modification Agreement.

8. This First Modification Agreement has been executed by the Borrower and delivered to and executed by Lender in the State of Illinois and shall be construed in accordance with and governed by the internal laws of the State of Illinois.

9. In the event of a conflict or inconsistency between the provisions of the Loan Agreement, the Note or the Mortgage and the provisions of this First Modification Agreement, the provisions of this First Modification Agreement shall control.

10. This First Modification Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. This First Modification Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute a single agreement.

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**IN WITNESS WHEREOF**, this First Modification Agreement is executed as of the date first above written.

**LENDER:**

**HARRIS TRUST AND SAVINGS BANK,**  
an Illinois banking corporation

By: [Signature]

Its: VICE PRESIDENT

**BORROWER:**

**BELMONT VILLAGE L.P.,**  
an Illinois limited partnership

By: **Affordable Housing IV, LLC,**  
an Illinois limited liability company,  
its general partner

By: [Signature]

Name: JAMES PONCIMA

Title: MEMBER

Property of Cook County Clerk's Office

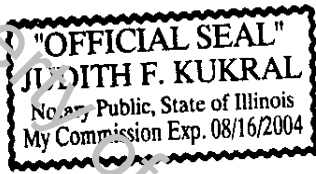
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a notary public in and for County and State aforesaid, Do HEREBY CERTIFY THAT, Martin Babbs, personally known to me to be the Vice President of Harris Trust and Savings 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 persona and acknowledged that he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal t his 31<sup>st</sup> day of December, 2000



Judith F. Kukral  
Notary Public

My commission expires:

8/16/04

(SEAL)

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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 James Selman, the Member of Affordable Housing IV, LLC, an Illinois limited liability company ("Company"), the general partner of Belmont Village L.P., an Illinois limited partnership, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act and as the free and voluntary act said Company, for purposes therein set forth.

Given under my hand and notarial seal this 31st day of December, 2000



Judith F. Kukral  
 Notary Public

My commission expires:

8/16/04

(SEAL)

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Parcel 1:**

Lots 85 thru 94, inclusive, in Koester & Zander's Section Line Subdivision in the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 2:**

Lots 1, 2 and 3 (except the West 6/10 feet of Lot 3) in Koester & Zander's Section Line Subdivision of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 4629-53 West Belmont Avenue, Chicago, Illinois  
4701-05 West Belmont Avenue, Chicago, Illinois

P.I.N.: 13-27-102-001, 13-27-102-002, 13-27-102-003, 13-27-102-004, 13-27-102-005,  
13-27-102-006, 13-27-102-007, 13-27-102-008, 13-27-102-009, 13-27-102-010,  
13-27-101-006, 13-27-101-007, 13-27-101-008

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