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FIRST AMENDMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

THIS FIRST AMENDMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS ("Amendment") is made as of December 21st, 1999, by and among SHORE ENTERPRISES, INC., an Illinois corporation (the "Borrower"), and ROBERT J. TRAINOR, JR. and THOMAS D. TRAINOR (collectively, the "Guarantors") (the Borrower and the Guarantors are sometimes hereinafter referred to collectively as the "Obligors") and LASALLE BANK NATIONAL ASSOCIATION ("Lender").

RECITALS:

A. Lender has loaned to Borrower the principal sum of \$3,800,000.00 (the "Original Loan"). The Original Loan is evidenced by a certain Note dated January 6, 1999 (the "Original Note"), made by Borrower in the original principal amount of \$3,800,000.00 payable to Lender, which Original Note shall mature on July 5, 2005 (the "Maturity Date").

B. The Original Note is secured by the following documents, all of which are dated as of January 6, 1999,:

(i) Mortgage made by Borrower to Lender and recorded in the Recorder's Office on January 14, 1999, as Document No. 99044984 creating a first mortgage lien on certain improved real estate located in Alsip, Illinois, and legally described in Exhibit A hereto (the "Property") (said Mortgage is hereinafter referred to as the "Mortgage");

This instrument was prepared by and, after recording, return to:
Schwartz, Cooper, Greenberger & Krauss
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attn: Dennis R. Ainger

Permanent Real Estate Tax Index Nos.:
24-20-400-022-0000
24-29-201-025-000

Common Address:
SE Corner, 118th & Austin
Alsip, Illinois

BOX 333-CTI

Property of Cook County Clerk's Office

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(ii) Assignment of Rents and Leases made by Borrower to Lender and recorded in the Recorder's Office on January 14, 1999, as Document No. 99044985 (said Assignment is hereinafter referred to as the "Assignment of Rents"); and

(iii) Security Agreement made by Borrower, as Debtor, to Lender, as Secured Party (said Security Agreement is hereinafter referred to as the "Security Agreement").

The aforementioned documents, the Original Note, the Guaranty (as hereinafter defined) and the other documents or agreements delivered to Lender to secure or evidence the Loan or to otherwise induce Lender to disburse the proceeds of the Loan are hereinafter referred to collectively as the "Loan Documents".

C. The Guarantors have guaranteed repayment of the Original Loan to Lender pursuant to the provisions of a certain Guaranty dated January 6, 1999 (said Guaranty is hereinafter referred to as the "Guaranty").

D. The Borrower and the Guarantors have requested Lender to lend an additional principal amount of \$425,000.00 ("Additional Loan") to Borrower, which shall be secured the collateral set forth in the Loan Documents. Lender is willing to grant such requests, subject to the terms and conditions set forth below.

NOW, THEREFORE, in order to induce Lender to make the Additional Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the Guarantors and Lender hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made a part hereof.

2. **Amendment of Loan Documents.** Any reference to the "Loan" in any of the Loan Documents shall be deemed to be a reference to both the Original Loan and the Additional Loan. Any reference to the "Note" in any of the Loan Documents shall be deemed to be a reference to both the Original Note and the Additional Note (as defined herein). Any reference to an "Event of Default" in any of the Loan Documents shall be deemed to include the failure of Borrower to pay any amount when due under the Additional Note.

3. **Required Deliveries.** Lender's obligation to make the Additional Loan shall be subject to Lender (or Lender's nominee) having received the following in a form and substance acceptable to Lender on or before December 31, 1999 (the "Expiration Date"):

(a) This Amendment duly executed by the Obligors;

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(b) An additional endorsement to Chicago Title Insurance Company Loan Policy No. 1401 007700527 (the "Title Policy") which (i) amends the description of the Amended Mortgage insured under the Title Policy to include this Amendment, (ii) amends the description of the Amended Assignment of Rents to include this Amendment, (iii) extends the effective date of the Title Policy to the date of the recording of this Amendment, (iv) includes no additional exceptions to title other than those that have been approved in writing by Lender, (v) states that all real estate taxes and assessments applicable to the Property which are due and payable as of the date of such endorsement have been paid in full; and (vi) increases the amount of title insurance to \$4,225,000.00

(c) Evidence of authority of Borrower to execute and deliver this Amendment;

(d) A Mortgage Note in the original principal amount of \$425,000 in the form of the attached Exhibit B (the "Additional Note") and

(e) Such other documents as Lender may reasonably require.

The Obligors' failure to deliver the aforementioned documents and items to Lender on or before the Expiration Date shall, at the option of Lender, result in this Amendment (including all agreements and waivers of Lender contained herein) being null and void.

4. **References.** All references to the Note, the Mortgage, the Guaranty and the other Loan Documents contained in any of the Amended Loan Documents or the Amendments shall be deemed to refer to each of such documents as further amended by this Amendment.

5. **Additional Loan Expenses.** The Obligors hereby agree to pay all of Lender's reasonable attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Amendment, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees referred to in, necessitated by or otherwise relating to this Amendment (collectively, the "Additional Loan Expenses"). If the Additional Loan Expenses are not paid to Lender within five days after written demand therefor by Lender, the Additional Loan Expenses shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Amended Note).

6. **Automatic Stay; Foreclosure.**

(a) If a petition under any Section, Chapter or provision of the United States Bankruptcy Code (the "Code") or similar law or statute is filed by or against any of the Obligors, then the Obligors hereby acknowledge and agree that (i) they shall not contest, and they shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking modification or termination of any automatic stay or other injunction against Lender resulting from such filing, and (ii) they shall execute any order or other document necessary to effectuate such modification or termination. If at any time an Obligor seeks relief under the Code, including, without

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limitation, the filing of a petition under Chapter 7 or 11 thereof, such Obligor shall be deemed to have taken such action in bad faith. Furthermore, if such action is taken against such Obligor by a third party, such Obligor shall take all action necessary to have (A) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (B) any additional relief requested by such third party denied.

(b) The Obligors acknowledge and agree that if Lender commences a mortgage foreclosure action against the Property, the Obligors (i) shall not contest, and they shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction requesting the entry of a judgment of foreclosure against the Property in favor of Lender, and (ii) shall execute and deliver to Lender an order or other document pursuant to which they consent to the entry of such judgment of foreclosure, which order or other document shall be in a form sufficient to allow the entry of such judgment. The Obligors further acknowledge and agree that if an Event of Default has occurred and is continuing, they shall not contest, and they shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking the appointment of a receiver for the Property.

(c) Lender is specifically relying upon the representations, warranties, covenants and agreements contained in this Section and such representations, warranties, covenants and agreements constitute a material inducement to enter into this Amendment.

7. **Defaults.** Borrower and the Guarantors represent and warrant to Lender that, to the best knowledge of such person or entity, as of the date hereof no Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time, or both, exists under the Original Note or the other Loan Documents. Borrower and the Guarantors further acknowledge and agree that an Event of Default under the Original Note or the Additional Note and the other Loan Documents shall be deemed to exist upon the occurrence of a breach of any of the representations, warranties or covenants set forth in this Amendment.

8. **No Defenses.** Borrower and the Guarantors represent and warrant to Lender there is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Borrower, any Guarantor or the Property, or which would prevent Borrower or any Guarantor from complying with or performing his or its respective obligations under the Original Note, the Additional Note or the other Loan Documents, and no basis for any such matter exists.

9. **Authority to Execute Amendment; No Conflict.** Borrower and each Guarantor represents and warrants to Lender that he or it has full power and authority to execute and deliver this Amendment and to perform his or its respective obligations hereunder. Upon the execution and delivery hereof, this Amendment will be valid, binding and enforceable upon the Obligors in accordance with its terms. Execution and delivery of this Amendment does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation,

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judgment, decree or order or any agreement, indenture or instrument to which any Obligor is a party or is bound.

10. **Ratification of Liability.** Each Obligor hereby ratifies and confirms his or its respective liabilities and obligations under the Original Note, the Additional Note, the Guaranty and the other Loan Documents and the liens and security interests created thereby, and acknowledges that he or it no defenses, claims or set-offs to the enforcement by Lender of their respective obligations and liabilities thereunder.

11. **Amendment Binding.** This Amendment shall be binding on Borrower, the Guarantors and its or their respective heirs, legatees, successors and permitted assigns, and shall inure to the benefit of Lender and its successors and assigns.

12. **Continued Effectiveness.** Except as expressly provided herein, the Original Note and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

13. **Counterparts.** This Amendment may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Amendment.

14. **Year 2000 Problem.** Borrower has reviewed the areas within its 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" (that is, the risk that computer applications used by Beneficiary 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 has 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 Borrower or its operations or business. From time to time, at the request of Lender, Borrower shall provide to Lender such updated information or documentation as is requested regarding the status of its efforts to address the Year 2000 problem.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

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IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

SHORE ENTERPRISES, INC.,
an Illinois corporation

LASALLE BANK NATIONAL
ASSOCIATION

By: Robert J Trainor Jr
Name: PRESIDENT
Title: ROBERT J TRAINOR, JR

By: Richard J. Kress
Name: RICHARD J. KRESS
Title: VICE PRESIDENT

Robert J Trainor Jr
ROBERT J. TRAINOR, JR.

Thomas D Trainor
THOMAS D. TRAINOR

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, TIANNA L RUELAS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROBERT J TRAINOR the PRESIDENT of Shore Enterprises, Inc., a Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21st day of December, 1999.

"OFFICIAL SEAL"
TIANNA L. RUELAS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/23/2002
Tianna L Ruelas
NOTARY PUBLIC
(SEAL)

50312201

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Dennis Anger, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard Kress, the Vice President of LaSalle Bank National Association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer 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 LaSalle Bank National Association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21st day of December, 1999.

Dennis B. Anger
NOTARY PUBLIC
(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, TIANNA L. RUELAS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert J. Trainor, Jr., 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, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21st day of December, 1999.

"OFFICIAL SEAL"
TIANNA L. RUELAS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/23/2002
Tianna L. Ruelas
NOTARY PUBLIC
(SEAL)

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, TIANNA L. RUELAS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Thomas D. Trainor**, 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, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21st day of December, 1999.

"OFFICIAL SEAL"
TIANNA L. RUELAS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/23/2002



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PART OF THE NORTHEAST QUARTER OF SECTION 29, TOGETHER WITH THAT PART OF THE SOUTHEAST QUARTER OF SECTION 20, ALL IN TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 29: THENCE NORTH 00°04'28" WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 20, 653.84 FEET TO THE SOUTH LINE OF IPEMA'S FOURTH ALSIP INDUSTRIAL SUBDIVISION RECORDED SEPTEMBER 20, 1965 AS DOCUMENT NO. 19592431 AND ALONG THE SOUTH LINE OF BERG AND ZUIDEMA'S RESUBDIVISION OF LOTS 2, 3, 4 AND 5 OF IPEMA'S FIFTH ALSIP INDUSTRIAL SUBDIVISION RECORDED MARCH 25, 1966 AS DOCUMENT NO. 19777979; THENCE SOUTH 89°31'29" EAST ALONG SAID SOUTH LINE 833.01 FEET TO A POINT ON A LINE DRAWN 500 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH 00°01'25" WEST ALONG SAID PARALLEL LINE 653.82 FEET TO THE SOUTH LINE OF SAID SECTION 20; THENCE NORTH 89°31'29" WEST, 440.58 FEET TO A POINT ON A LINE DRAWN 940.58 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH 00°02'42" WEST ALONG SAID PARALLEL LINE, 673.24 FEET TO A POINT ON A LINE DRAWN 66.0 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS STATE TOLLWAY; THENCE NORTH 55°47'00" WEST ALONG SAID PARALLEL LINE, 473.24 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE NORTH 00°04'48" EAST ALONG SAID WEST LINE, 410.37 FEET TO THE POINT OF BEGINNING, EXCEPT THOSE PORTIONS IN THE RIGHT-OF-WAYS ON 118TH STREET AND AUSTIN AVENUE.

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MORTGAGE NOTE

\$425,000.00

December __, 1999
Chicago, Illinois

1. FOR VALUE RECEIVED, **SHORE ENTERPRISES, INC.** ("Borrower") hereby promises to pay to the order of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association ("Lender"), the principal sum of Four Hundred Twenty-Five Thousand and 00/100ths (\$425,000.00), at the place and in the manner hereinafter provided, together with interest thereon at the rates described below.
2. Interest shall accrue on the balance of principal remaining from time to time unpaid under this Note during each calendar month (whether full or partial) prior to the Maturity Date (as hereinafter defined) at an annual rate (the "Loan Rate") equal to Eight and 65/100ths percent (8.65%). Interest shall be computed on the basis of a year consisting of 360 days and shall be based on the actual number of days during the period for which interest is being charged.
3. Payments of principal and interest due under this Note, if not sooner declared to be due in accordance with the provisions hereof, shall be made as follows:
 - (a) On the date the proceeds of the loan evidenced by this Note (the "Loan") are disbursed (the "Closing Date"), interest on the principal balance of this Note that shall accrue during the period commencing on the Closing Date and ending on the last day of the month in which the Closing Date occurs shall be due and payable.
 - (b) Commencing on February 1, 2000, and on the first day of each month thereafter through and including the month in which the Maturity Date occurs, installments of principal and accrued and unpaid interest thereon in the amount of Five Thousand Three Hundred Three and 58/100ths Dollars (\$5,303.58) each shall be due and payable.
 - (c) The unpaid principal balance of this Note, if not sooner declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest, shall be due and payable in full on July 5, 2005 (the "Maturity Date").
4. All payments and prepayments on account of the indebtedness evidenced by this Note shall be first applied to accrued and unpaid interest on the unpaid principal balance of this Note, second, to all other sums (other than principal) then due Lender hereunder or under any of the Loan Documents (as hereinafter defined), third, to the installment of principal due in the month in which the payment or prepayment is made, and the remainder, if any, to the unpaid principal balance of this Note in the inverse order of maturity. Any prepayment on account of the indebtedness evidenced by this Note shall not extend or postpone the due date or reduce the amount of any subsequent monthly installment of principal and interest due hereunder.
5. After maturity or the earlier acceleration of the indebtedness evidenced by this Note, or if said indebtedness has not been accelerated, during any period in which an Event of Default (as hereinafter defined) exists under this Note or any of the Loan Documents, Borrower shall pay interest on the balance of principal remaining unpaid during any such period at an annual rate (the "Default Rate") equal to four percent (4%) plus the Loan Rate then in effect under this Note. The interest accruing under this paragraph shall be immediately due and payable by Borrower to the holder of this Note and shall be additional indebtedness evidenced by this Note.

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6. In the event any payment of interest or principal due hereunder is not made within five days after such payment is due in accordance with the terms hereof, then, in addition to the payment of the amount so due, Borrower shall pay to Lender a "late charge" of five cents for each whole dollar so overdue to defray part of the cost of collection and handling such late payment. Borrower agrees that the damages to be sustained by the holder hereof for the detriment caused by any late payment is extremely difficult and impractical to ascertain, and that the amount of five cents for each one dollar due is a reasonable estimate of such damages, does not constitute interest, and is not a penalty.

7. Borrower reserves the privilege, without cost or penalty, to prepay all or any part of the principal balance of this Note at any time and from time to time upon fourteen days prior written notice to Lender of its intention to do so.

8. All payments of principal and interest hereunder shall be paid by check or in coin or currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America and shall be made at such place as Lender or the legal holder or holders of this Note may from time to time appoint, and in the absence of such appointment, then at the offices of Lender, 135 South LaSalle Street, Chicago, Illinois 60603. Payment made by check shall be deemed paid on the date Lender receives such check; provided, however, that if such check is subsequently returned to Lender unpaid due to insufficient funds or otherwise, the payment shall not be deemed to have been made and shall continue to bear interest until collected. If payment hereunder becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Illinois, the due date thereof shall be extended to the next succeeding business day, and interest shall be payable thereon at the then applicable Loan Rate during such extension.

9. This Note and any and all other liabilities and obligations and indebtedness of Borrower to Lender, whether such liabilities, obligation or indebtedness are now existing or hereafter created, direct or indirect, absolute or contingent, joint or several, due or to become due, howsoever created, arising or evidenced, and howsoever acquired by Lender, are secured by, among other things, the Security Agreement of January 6, 1999, by Borrower to Lender and the Mortgage (the "Mortgage") of January 6, 1999 by Borrower to Lender creating a first mortgage lien on certain real property (the "Premises") legally described in Exhibit A attached to the Mortgage (said security documents and any other document or instrument securing this Note or delivered to induce Lender to disburse the proceeds of the Loan, including, without limitation, the Guaranty and the Indemnity Agreement (as such terms are hereinafter defined) are hereinafter collectively referred to as the "Loan Documents"). Reference is hereby made to the Loan Documents (which are incorporated herein by reference as fully and with the same effect as if set forth herein at length) for a legal description of the Premises, a statement of the covenants and agreements contained therein, a statement of the rights, remedies, and security afforded thereby, and all matters therein contained.

10. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Note:

(a) the failure by Borrower to make payment of any installment of principal and interest or any other amount due to Lender under this Note or that certain Mortgage Note dated January 6, 1999, made by Borrower to Lender in the original principal amount of \$3,800,000 (the "Original Note") or any of the other Loan Documents on the date when any such payment is due in accordance with the terms hereof or thereof; or

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(b) the occurrence of any one or more of the "Events of Default" under the Mortgage or any of the other Loan Documents.

11. At the election of the holder hereof, and without notice, the principal balance remaining unpaid under this Note, and all unpaid interest accrued thereon, shall be and become immediately due and payable in full upon the occurrence of any Event of Default. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of any subsequent Event of Default. No holder hereof shall, by any act of omission or commission, be deemed to waive any of its rights, remedies or powers hereunder or otherwise unless such waiver is in writing and signed by the holder hereof, and then only to the extent specifically set forth therein. The rights, remedies and powers of the holder hereof, as provided in this Note, the Mortgage and in all of the other Loan Documents are cumulative and concurrent, and may be pursued singly, successively or together against Borrower, the guarantors hereof, the Premises and any other security given at any time to secure the repayment hereof, all at the sole discretion of the holder hereof. If any suit or action is instituted or attorneys are employed to collect this Note or any part thereof, Borrower promises and agrees to pay all costs of collection, including attorneys' fees and court costs.

12. Borrower and all others who now or may at any time become liable for all or any part of the obligations evidenced hereby, expressly agree hereby to be jointly and severally bound, and jointly and severally: (i) waive and renounce any and all homestead, redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness evidenced by this Note or by any extension or renewal hereof; (ii) waive presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor, and notice of protest; (iii) waive any and all notices in connection with the delivery and acceptance hereof and all other notices in connection with the performance, default, or enforcement of the payment hereof or hereunder; (iv) waive any and all lack of diligence and delays in the enforcement of the payment hereof; (v) agree that the liability of each Borrower, guarantor, endorser or obligor shall be unconditional and without regard to the liability of any other person or entity for the payment hereof, and shall not in any manner be affected by any indulgence or forbearance granted or consented to by Lender to any of them with respect hereto; (vi) consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment hereof, or any part thereof, with or without substitution, and to the release of any person or entity liable for the payment hereof; and (vii) consent to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agree that the addition of any such makers, endorsers, guarantors or other obligors, or security shall not affect the liability of Borrower, any guarantor and all others now liable for all or any part of the obligations evidenced hereby.

13. The Loan is a business loan which comes within the purview of Section 205/4, paragraph (1)(c) of Chapter 815 of the Illinois Compiled Statutes, as amended. Borrower agrees that the obligation evidenced by this Note is an exempted transaction under the Truth In Lending Act, 15 U.S.C., Section 1601, et seq.

14. Time is of the essence hereof.

15. This Note is governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the statutes, laws and decisions of the State of Illinois. This

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Note may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

16. Lender shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Borrower or of any lessee, operator, concessionaire or licensee of Borrower in the conduct of its business, and by the execution of this Note, Borrower agrees to indemnify, defend, and hold Lender harmless from and against any and all damages, costs, expenses and liability that may be incurred by Lender as a result of a claim that Lender is such partner, joint venturer, agent or associate.

17. This Note has been made and delivered at Chicago, Illinois and all funds disbursed to or for the benefit of Borrower will be disbursed in Chicago, Illinois.

18. The obligations and liabilities of Borrower under this Note shall be binding upon and enforceable against Borrower and its successors and assigns. This Note shall inure to the benefit of and may be enforced by Lender and its successors and assigns.

19. In the event that any provision of this Note is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Borrower and Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

20. BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THE MORTGAGE. BORROWER WAIVES ANY CLAIM THAT CHICAGO, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT, BY LENDER, OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING, BY LENDER, OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER

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APPROPRIATE JURISDICTION, AND BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

21. LENDER AND BORROWER ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS NOTE OR THE OTHER LOAN DOCUMENTS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND THEREFORE, THE PARTIES AGREE THAT ANY COURT PROCEEDING ARISING OUT OF ANY SUCH CONTROVERSY WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first written above.

SHORE ENTERPRISES, INC., an Illinois corporation

By: _____
Title: _____

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