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Cook County Recorder

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FOURTH MODIFICATION AND EXTENSION OF LOAN AND LOAN DOCUMENTS

*31-9*

Property of Cook County Clerk's Office

PREPARED BY AND AFTER  
RECORDING RETURN TO:

Marc S. Joseph  
 D'Ancona & Pflaum LLC  
 111 East Wacker Drive  
 Suite 2800  
 Chicago, Illinois 60601

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## **FOURTH MODIFICATION AND EXTENSION OF LOAN AND LOAN DOCUMENTS**

THIS MODIFICATION AND EXTENSION OF LOAN AND LOAN DOCUMENTS (the "Agreement") is made and entered into as of this 20th day of October, 2001 by and among The Radler Group, Ltd. ("Radler"), Oakton-Crawford Corporation ("Crawford"), Ridgeway-Keeney Corporation ("Ridgeway"), Howard-Kostner Corporation ("Howard"), Main-Kedvale Corporation ("Main"), Oakton-Kilbourn Corporation ("Kilbourn") and Oakton-Medical Building Corporation ("Medical"), all Illinois corporations (collectively, the "Borrower"), Oakton-Kostner Corporation, an Illinois corporation ("Kostner"), and Cole Taylor Bank, an Illinois banking corporation (the "Bank").

### **RECITALS:**

WHEREAS, the Bank has heretofore loaned to Borrower the principal sum of Four Million Two Hundred Sixty Six Thousand Four Hundred Eighty Six Dollars and Eleven Cents (\$4,266,486.11) (the "Loan"), which Loan is evidenced by the Amended and Restated Note dated March 20, 1996 from Borrower (the "1996 Note");

WHEREAS, the Loan was the consolidation of three separate previous loans made to Borrower by the Bank in 1988 in the amounts of Three Million Eight Hundred Thousand Dollars (\$3,800,000.00); Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) and Seven Hundred Thousand Dollars (\$700,000.00);

WHEREAS, the existing balance of principal and interest of the Loan is \$4,087,897.79;

WHEREAS, the 1996 Note is secured by the following (together with any other documents heretofore or hereafter executed to evidence or secure them, the "Loan Documents"):

(a) A Third Modification and Extension of Loan and Loan Documents dated August 20, 2000 from Borrower to the Bank recorded with the Cook County Recorder of Deeds as Document No. 00895412 (the "2000 Modification");

(b) A Second Modification and Extension of Loan and Loan Documents dated March 20, 1996 from Borrower to the Bank recorded with the Cook County Recorder of Deeds as Document No. 96225263 (the "1996 Modification");

(c) A Modification and Extension of Loan and Loan Documents dated March 5, 1993 from Borrower to the Bank recorded on March 10, 1993 with the Cook County Recorder of Deeds as Document No. 93179294 and re-recorded on April 28, 1993 as Document No. 93313864 (the "1993 Modification");

(d) A Modification and Extension of Loan and Loan Documents dated March 5, 1993 from Radler and Crawford to the Bank recorded with the Cook County Recorder of Deeds as Document No. 93177270 (the "\$700K Modification")

(e) A Loan Agreement from Borrower to the Bank dated March 1, 1988;

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(f) Mortgages from Borrower to the Bank (the "Original Mortgages") dated and recorded March 1, 1988 with the Cook County Recorder of Deeds;

(g) Mortgage from Crawford to the Bank (the "\$700K Mortgage") dated November 1, 1988, and recorded with the Cook County Recorder of Deeds as Document No. 88530703;

(h) Mortgage from Kostner to the Bank (the "Lawndale Mortgage") dated March 20, 1996, and recorded with the Cook County Recorder of Deeds on March 25, 1996 as Document No. 96225260, (see Exhibit A attached hereto and made a part hereof for recording information of the Original Mortgages, the 700K Mortgage and the Lawndale Mortgage that are not being released pursuant to Section 5 below, and legal descriptions of the properties covered by the Original Mortgages, the 700K Mortgage and the Lawndale Mortgage that are not being released pursuant to Section 5 below) (collectively, the properties described in Exhibit A are the "Property");

(i) Assignments of Leases and Rents from Borrower to the Bank (the "Original Assignments of Leases") dated March 1, 1988 and recorded with the Cook County Recorder of Deeds on March 1, 1988;

(j) Assignment of Leases and Rents (the "\$700K Assignment of Leases") dated July 15, 1988, and recorded with the Cook County Recorder of Deeds on November 17, 1988 as Document No. 88530704;

(k) Assignment of Leases and Rents from Kostner to the Bank (the "Lawndale Assignment of Leases" dated March 20, 1996, and recorded with the Cook County Recorder of Deeds on March 25, 1996 as Document No. 96225260 (see Exhibit B attached hereto and made a part hereof for recording information of the Original Assignments of Leases, the \$700K Assignment of Leases and the Lawndale Assignment of Leases that are not being terminated pursuant to Section 5 below);

(l) An Assignment of Permits, Licenses and Approvals from Borrower to the Bank (the "Assignment of Permits") dated March 1, 1988;

(m) A Security Agreement from Borrower to the Bank (the "Original Security Agreement") dated March 1, 1988;

(n) A Pledge Agreement from Radler to the Bank (the "Original Pledge Agreement") dated March 1, 1988; and

(o) UCC-1 and UCC-2 Financing Statements from Borrower to Bank filed and recorded respectively with the Secretary of State of Illinois on March 3, 1988 as Document No. 2395953 and with the Cook County Recorder of Deeds on March 1, 1988 as Document 88 U 05132 and 3690658 (the "Original Financing Statements");

(p) Agreement regarding environmental matters dated March 20, 1996 executed by Borrower; and

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(q) UCC-1 and UCC-2 Financing Statements from Borrower to Bank filed and recorded with the Secretary of State of Illinois and with the Cook County Recorder of Deeds as Document 96 U 03715 (the "Lawndale Financing Statements").

WHEREAS, the 1996 Note and all of the items listed in the (a) through (q) above are collectively referred to as the "Existing Loan Documents"; the Existing Loan Documents, this Agreement and all of the documents referenced in Paragraph 3 below are collectively referred to as the "Loan Documents"; the Original Mortgages, the \$700K Mortgage and the Lawndale Mortgage are collectively referred to as the "Mortgages"; the Original Assignment of Leases, the \$700K Assignment of Leases and the Lawndale Assignment of Leases are collectively referred to as the "Assignments of Leases"; and the Original Financing Statements and the Lawndale Financing Statements are collectively referred to as the "Financing Statements."

WHEREAS, Borrower desires to modify the provision and extend the term of the Loan and the Bank is willing to allow the modification and extension of the Loan upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the modification and extension of the Loan, in consideration of the covenants, conditions and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and the Bank hereby agree as follows:

1. The foregoing recitals are hereby incorporated as if fully set forth herein.
2. Unless otherwise defined herein, each capitalized term used herein shall have the meaning given to such term in the Existing Loan Documents.
3. Concurrently with the execution and delivery of this Agreement, Borrower shall execute and deliver to Bank an Amended and Restated Note (the "Note") in the form attached hereto as Exhibit D, the terms of which are hereby incorporated by reference herein, which Note shall evidence the Loan as hereby modified, and which Note shall consolidate and supersede the 1996 Note and be secured by and entitled to all of the benefits of the Loan Documents, as amended hereby.
4. Bank will advance the sum of Nine Hundred Eighty Thousand Dollars (\$980,000.00) in order to establish the principal sum of the indebtedness outstanding and due under the Note at Five Million Sixty Seven Thousand Eight Hundred Ninety Seven Dollars and Seventy Nine Cents (\$5,067,897.79)
4. Concurrently with the execution and delivery of this Agreement, Borrower shall execute and deliver to Bank UCC-3 Financing Statements extending the Financing Statements.
5. The Existing Loan Documents are hereby amended as follows:
  - (a) The term of the Loan and the maturity date set forth in the Existing Loan Documents which secure the Loan are hereby extended to October 20, 2006, or such earlier date as the Loan may become due under the Existing Loan Documents by acceleration caused by a Borrower default;

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(b) Section 2 of the Loan Agreement shall be deleted in its entirety and the following substituted in lieu thereof:

2. The principal amount of the Loan shall be \$5,067,897.79, which amount amends the previous principal amount of \$4,266,486.11, which was the consolidation of three previous loans of \$3,800,000, \$2,700,000 and \$700,000. Interest shall accrue on the principal balance of the Loan from time to time outstanding at the annual rate (the "Loan Rate") of 7.00% and at two (2) percentage points in excess of the Loan Rate after maturity. Payments of principal and interest under the Loan shall be payable monthly, on the 20th day of each month, commencing November 20, 2001, in installments of \$43,700.00 (the "Monthly Installment"), with the balance of principal and interest for the Loan payable on or before October 20, 2006 or sooner if accelerated by reason of default.

(c) Sections 3 and 6(j) of the Loan Agreement shall be amended by deleting the reference to the appraised value being \$8,180,000.00 and substituting therefor the number \$7,383,000.00

(d) The definition of "Loan Documents" in Section 4 of the Loan Agreement shall be amended by deleting the current definition and substituting the Loan Documents therefor.

(e) The definition of "Real Estate" in Section 4 of the Loan Agreement shall be amended by deleting 4035 Main Street, Skokie, Illinois, 8254-56 Lincoln, Skokie, Illinois, 8038 Central Park, Skokie, Illinois, 8120 Ridgeway, Skokie, Illinois and 8241 Skokie Blvd. All of the land and improvements now included in the definition of "Real Estate" are set forth on Exhibit C attached hereto.

(f) All references in the Existing Loan Documents to a maturity date of August 20, 2005 shall be deleted and the date October 20, 2006 substituted therefor.

(g) All references in the Existing Loan Documents to an interest rate shall be deleted and 7.00% shall be substituted therefor.

(h) All references in the Existing Loan Documents to the term "Loan Documents" shall be deemed to refer to the Loan Documents, as defined in this Agreement.

(i) All references in the Mortgages to a minimum required loan to value ratio of 60% with regard to the application of insurance proceeds and eminent domain proceeds shall be increased to 69%.

(j) Section 3 of the Loan Agreement shall be amended to delete the number "sixty percent (60%)" and replace it with "sixty nine percent (69%)".

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(k) Section 8 of the Loan Agreement shall be amended to delete: (i) the phrase "quarterly income and expense statements certified by the Presidents of the Borrower and,"; and (ii) subparagraphs (h) and (k).

5. Concurrently herewith the Bank shall deliver to Borrower releases of its mortgages and terminations of its assignments of leases and rents and security interests for: 4035 Main Street, Skokie, Illinois, 8254-56 Lincoln, Skokie, Illinois, 8038 Central Park, Skokie, Illinois, 8120 Ridgeway, Skokie, Illinois and 8241 Skokie Blvd.

6. The Bank's fees for this extension and modification shall be \$5,000.00, which sum shall be paid by Borrower simultaneously herewith.

7. Borrower represents and warrants to Bank as follows:

(a) Radler, Crawford, Ridgeway, Howard, Main, Kilbourn, Medical and Kostner are corporations duly organized, validly existing and in good standing under the laws of the State of Illinois and have all necessary power to carry on their present business.

(b) This Agreement constitutes the legal, valid and binding obligations of Borrower and is enforceable in accordance with its terms.

(c) The execution and delivery of, and performance under, this Agreement are within the Borrower's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and are not in contravention of law or the powers of any indenture, agreement or undertaking to which Borrower is a party or by which Borrower is bound.

(d) There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Agreement or the Loan, or questioning the validity hereof or thereof, or in any way contesting the existence or powers of Borrower, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement.

(e) Borrower is in full compliance with all of the terms and conditions of this Agreement and the Existing Loan Documents, no default has occurred and is continuing with respect thereto and no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute such a default, Borrower does not have or hold any defense to the performance of any of its obligations under the Note or the Existing Loan Documents, as amended hereby, nor does Borrower have any claim against Bank which might be set off or credited against any payments due under any of the Note or Existing Loan Documents, as amended hereby, and Borrower hereby releases and waives any and all (i) defenses to payments or obligations under the Existing Loan Documents, as amended hereby; and (ii) claims or causes of action which Borrower may have against the Bank or its agents.

(f) Borrower shall maintain all of its current banking relations with the Bank.

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(g) Borrower has neither encumbered nor pledged the Mortgaged Premises or Borrower's interest in the Mortgaged Premises other than pursuant to the Existing Loan Documents, and the Mortgages, Assignments of Leases, and Financing Statements, as modified by this Agreement, constitute first priority security interests in the collateral secured thereby.

8. Borrower covenants and agrees that the Note shall be secured by the Existing Loan Documents, as amended hereby, and except as otherwise provided for herein, all of the terms, covenants, provisions and obligations of the Existing Loan Documents, as amended hereby, and all other instruments securing or affecting the same in any manner, shall remain in full force and effect until the Loan and any and all other indebtedness now or hereafter due the Bank from the Borrower shall have been fully paid and discharged and Borrower hereby certifies, represents and warrants to Bank that the certifications, representations and warranties contained in the Note and the Existing Loan Documents, as amended hereby, and in all certificates heretofore delivered to Bank, 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 Agreement.

9. The following shall constitute conditions precedent to the Bank's obligation to execute and deliver this Agreement:

(a) All representations and warranties of Borrower set forth in the Loan Documents shall be true and correct as of the date hereof.

(b) No material default shall exist under any of the Loan Documents.

(c) Bank shall have received fully executed counterparts of each of the following documents:

- (i) UCC-3 Financing Statements;
- (ii) this Agreement; and
- (iii) the Note.

(d) Issuance by Chicago Title Insurance Company of date-of-purchase endorsements to its policies insuring the lien of the Mortgages, as modified by this Agreement, which endorsements shall (i) insure the validity and first priority of each of the recorded Loan Documents as securing the Note in the aggregate amount of \$5,067,897.79, as the same are amended by this Agreement; (ii) disclose no Schedule B-1 exceptions other than those set forth in said policies or as approved in writing by Bank's counsel; and (iii) insure that one of the entities that comprise Borrower is owner in fee simple of title to the Property, together with any additional endorsements that may be requested by Bank.

(e) Certification from Borrower indicating no changes in the Property or survey delivered to Bank since the issuance of the title policies.

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(f) Current insurance certificates from all casualty and liability insurance carriers showing amounts of insurance in conformity with the amounts required under the Loan Documents.

(g) A copy of a current rent roll for the Property certified as true and correct by Borrower.

(h) Certified resolutions by Borrower and Kostner, acceptable to the bank, authorizing the execution of all documents and consummation of all actions contemplated by this Agreement.

10. Borrower and Bank expressly state, declare and acknowledge that this Agreement is intended only to modify Borrower's continuing obligations under the Note and the Loan Documents in the manner set forth herein and is not intended as a novation.

11. Borrower shall pay all costs, expenses and fees in connection with this Agreement, including, without limitation, fees and expenses of the Bank's counsel, title, recording and other out-of-pocket costs of Bank.

12. In the event of a conflict or inconsistency between the provisions of the Existing Loan Documents and the provisions of this Agreement, the provisions of this Agreement shall govern. Borrower hereby represents and warrants that the provisions of the Existing Loan Documents are in full force and effect and the Loan Documents are ratified and confirmed hereby.

13. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

14. This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the parties hereto, but all of which, when taken together, shall constitute but one Agreement.

15. This Agreement shall be governed by the laws of the state of Illinois.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Attest: Virginia M. Radler

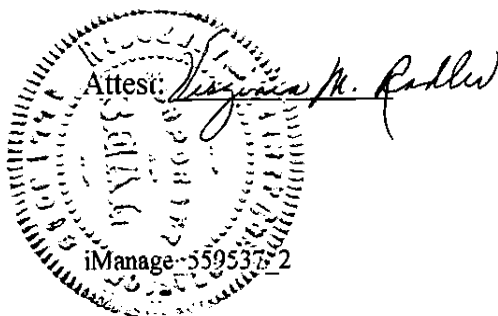
THE BORROWER:

THE RADLER GROUP, LTD.

By: David Radler  
Its: President

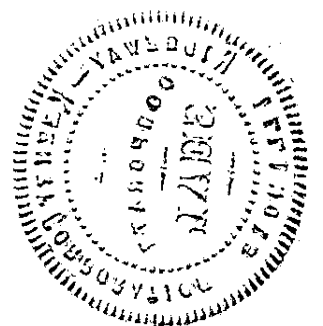
RIDGEWAY-KEENEY CORPORATION

By: David Radler



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Attest: Virginia M. Radler

Its: President

OAKTON-CRAWFORD CORPORATION

By: David Hedder

Its: President



Attest: Virginia M. Radler

HOWARD-KOSTNER CORPORATION

By: David Hedder

Its: President



Attest: Virginia M. Radler

MAIN-KEDVALE CORPORATION

By: David Hedder

Its: President

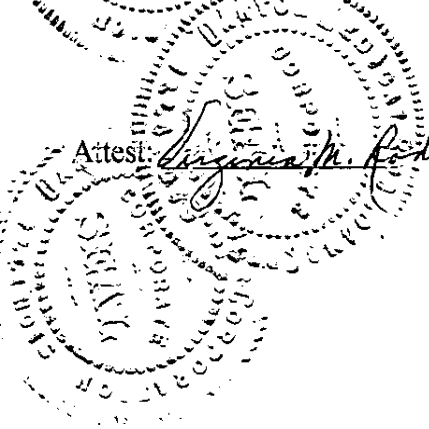


Attest: Virginia M. Radler

OAKTON-KILBOURN CORPORATION

By: David Hedder

Its: President

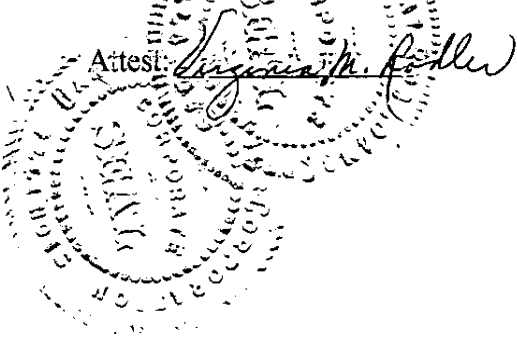


Attest: Virginia M. Radler

OAKTON MEDICAL BUILDING CORPORATION

By: David Hedder

Its: President



Attest: \_\_\_\_\_

OAKTON-KOSTNER CORPORATION

By: David Hedder

Its: President

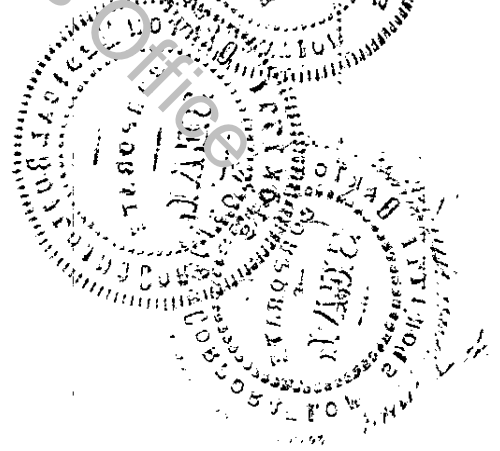
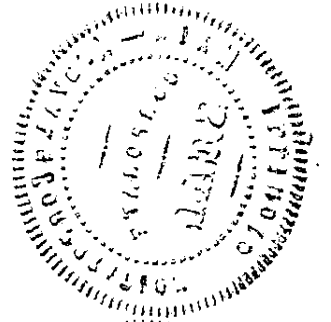
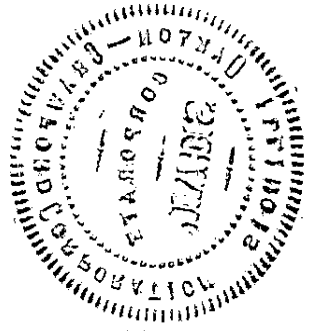
**THE LENDER:**

COLE TAYLOR BANK

By: \_\_\_\_\_

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Its: PRESIDENT

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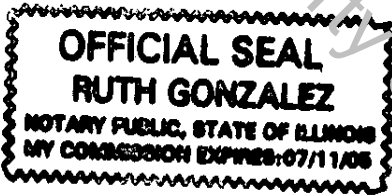
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STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, Ruth Gonzalez, Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT DAVID N RADLER and VIRGINIA M RADLER the PRESIDENT and SECRETARY of THE RADLER GROUP, LTD. personally known to me to be the same persons whose names are subscribed to the foregoing instrument as their own free and voluntary acts and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said DAVID N RADLER acknowledged that VIRGINIA M RADLER as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as THEIR own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

GIVEN under my hand and notarial seal this 27 day of NOVEMBER, 2001.



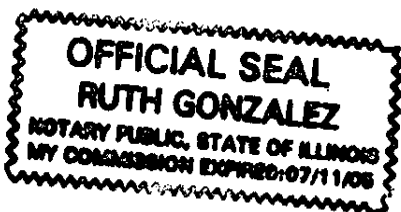
Ruth Gonzalez

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, Ruth Gonzalez, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT DAVID N RADLER and VIRGINIA M RADLER, the PRESIDENT and SECRETARY of RIDGEWAY-KEENEY CORPORATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as their own free and voluntary acts and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said DAVID N RADLER acknowledged that VIRGINIA M RADLER as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as THEIR own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

GIVEN under my hand and notarial seal this 27 day of NOVEMBER, 2001.

Ruth Gonzalez





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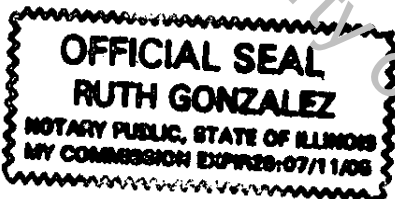
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# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, Ruth Gonzalez, Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT DAVID N RADLER and VIRGINIA M RADLER the PRESIDENT and ASST SECRETARY of OAKTON-CRAWFORD CORPORATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as their own free and voluntary acts and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said DAVID N RADLER acknowledged that VIRGINIA M RADLER, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

GIVEN under my hand and notarial seal this 27 day of NOVEMBER, 2001.

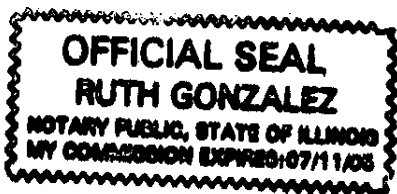


Ruth Gonzalez

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, Ruth Gonzalez, Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT DAVID N RADLER and VIRGINIA M RADLER the PRESIDENT and ASST SECRETARY of HOWARD-KOSTNER CORPORATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as their own free and voluntary acts and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said DAVID N RADLER acknowledged that VIRGINIA M RADLER as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

GIVEN under my hand and notarial seal this 27 day of NOVEMBER, 2001.



Ruth Gonzalez

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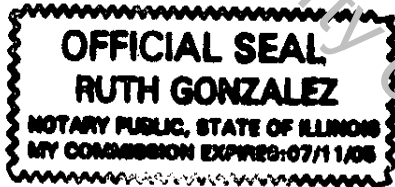
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STATE OF ILLINOIS     )  
  )SS  
COUNTY OF COOK     )

I, Ruth Gonzalez, Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT DAVID N RADLER and VIRGINIA M RADLER the PRESIDENT and ASST SECRETARY of MAIN-KEDVALE CORPORATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as their own free and voluntary acts and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said DAVID N RADLER acknowledged that VIRGINIA M RADLER as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

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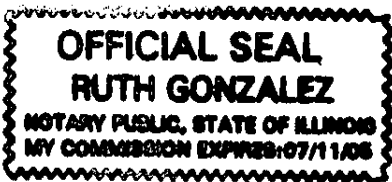


Ruth Gonzalez

STATE OF ILLINOIS     )  
  )SS  
COUNTY OF COOK     )

I, Ruth Gonzalez, Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT DAVID N RADLER and VIRGINIA M RADLER the PRESIDENT and ASST SECRETARY of OAKTON-KILBOURN CORPORATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as their own free and voluntary acts and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said DAVID N RADLER acknowledged that VIRGINIA M RADLER as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

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Ruth Gonzalez

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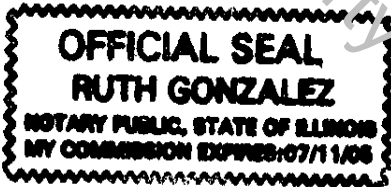
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STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, Ruth Gonzalez, Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT DAVID N RADLER and VIRGINIA M RADLER the PRESIDENT and ASST SECRETARY of OAKTON MEDICAL CORPORATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as their own free and voluntary acts and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said DAVID N RADLER acknowledged that VIRGINIA M RADLER as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as Her own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

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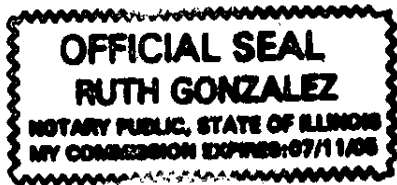


Ruth Gonzalez

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

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Ruth Gonzalez

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STATE OF ILLINOIS        )  
  )SS  
COUNTY OF COOK        )

I, \_\_\_\_\_, Notary Public in and for and residing in said County and State,  
DO HEREBY CERTIFY THAT \_\_\_\_\_ and \_\_\_\_\_ the  
\_\_\_\_\_ and \_\_\_\_\_ of COLE TAYLOR BANK,  
personally known to me to be the same persons whose names are subscribed to the foregoing  
instrument as their own free and voluntary acts and as the free and voluntary act of said corporation  
for the uses and purposes therein set forth; and the said \_\_\_\_\_ acknowledged  
that \_\_\_\_\_, as custodian of the corporate seal of said corporation, did affix said  
corporate seal to said instrument as \_\_\_\_\_ own free and voluntary act and as the free and  
voluntary act of said corporation for said uses and purposes.

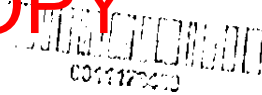
GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_

Property of Cook County Clerk's Office

11173498





## EXHIBIT A

### Mortgage Recording Information and Legal Descriptions

- (1) Mortgage recorded as Document No. 88087393 covering the following property: •

LOTS 12, 13, 14, 15, 16 17, 18 AND 19 IN BLOCK 4 IN LONNQUIST AND COMPANY'S OAKTON PARKWAY SUBDIVISION BEING A SUBDIVISION OF THE WEST ½ OF THE SOUTH EAST ¼ OF THE SOUTH WEST ¼ OF SECTION 22. TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE AFOREMENTIONED LOTS 12 TO 19 BOTH INCLUSIVE, THE SOUTH 7.0 FEET THEREOF, TAKEN FOR WIDENING OAKTON STREET) IN COOK COUNTY ILLINOIS.

P.I.N. #10-22-330-033  
4500-16 OAKTON, SKOKIE, ILLINOIS

- (2) Mortgage recorded as Document No. 88087377 covering the following property: •

LOTS 14 TO 17 BOTH INCLUSIVE IN BLOCK 4 IN METROPOLITAN'S HOWARD-LONG SUBDIVISION BEING A SUBDIVISION OF THAT PART OF THE SOUTH WEST ¼ OF THE NORTHWEST ¼ OF SECTION 23. TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST AND EASTERLY OF THE CENTER LINE OF THE DRAINAGE DITCH IN COOK COUNTY, ILLINOIS (EXCEPT FROM LOTS 14,15,16 AND 17 THOSE PARTS THEREOF LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF LOT 14, SAID POINT BEING 68.0 FEET SOUTH OF THE NORTH EAST CORNER OF LOT 14, AFORESAID, EXTENDED IN A STRAIGHT LINE TO A POINT IN THE NORTH LINE OF LOT 17 AFORESAID, SAID POINT BEING 19.0 FEET WEST OF THE NORTH EAST CORNER OF LOT 17) IN COOK COUNTY, ILLINOIS

P.I.N. #10-28-129-049  
5432 W. HOWARD, SKOKIE, ILLINOIS

# UNOFFICIAL COPY

- (3) Mortgage filed with the Registrar of Deeds for Cook County, Illinois as Document No. LR 3690650 covering the following property:

LOT 1 AND LOT 2 (EXCEPT THE WEST 3.0 FEET THEREOF) IN P.C. NEEDLIS' OAKTON-KARLOV SUBDIVISION A SUBDIVISION OF THE EAST ½ OF THE EAST ½ OF THE WEST ½ OF THE NORTH EAST ¼ OF THE NORTH EAST ¼ OF SECTION 27 IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #10-27-205-046  
4103 W. OAKTON, SKOKIE, ILLINOIS

- (4) Mortgage recorded as Document No. 88087367 covering the following property:

LOTS 1 TO 6 BOTH INCLUSIVE (EXCEPT THE NORTH 7.0 FEET TAKEN FOR WIDENING OF OAKTON STREET) IN BLOCK 1 IN RESUBDIVISION OF KRENN AND DATO'S OAKTON "L" PARKVIEW SUBDIVISION OF THE NORTH WEST ¼ OF THE NORTHEAST ¼ OF THE NORTH WEST ¼ OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #10-27-102-046  
4503-15 W. OAKTON, SKOKIE, ILLINOIS

- (5) Mortgage recorded as Document No. 88087391 covering the following property:

LOTS 8, 9, AND 10 (EXCEPT THE NORTH 7.0 FEET THEREOF TAKEN FOR WIDENING OF OAKTON STREET) IN BLOCK 1 IN RESUBDIVISION OF KRENN AND DATO'S OAKTON "L" PARKVIEW SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTH EAST ¼ OF THE NORTH WEST ¼ OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #10-27-102-047  
4521-27 W. OAKTON, SKOKIE, ILLINOIS

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# UNOFFICIAL COPY

- (6) Mortgage recorded as Document No. 88087399 covering the following property: •

LOTS 11 TO 18 BOTH INCLUSIVE IN KRENN AND DATO'S CRAWFORD AVENUE AND OAKTON STREET "L" SUBDIVISION OF THE EAST ½ OF THE NORTH EAST ¼ OF THE NORTH EAST ¼ OF SECTION 27 , TOWNSHIP 41 NORTH , RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN , IN COOK COUNTY, ILLINOIS.

P.I.N. #10-27-206-046

4031-49 W. OAKTON STREET, SKOKIE, ILLINOIS.

- (7) Mortgage recorded as Document No. 88087401 covering the following property: •

LOTS 112 AND 113 (EXCEPT THE SOUTH 7 FEET THEREOF) IN KRENN AND DATO'S MAIN AND KOSTNER SUBDIVISION OF THE NORTH WEST ¼ OF THE SOUTH EAST ¼ AND THE WEST ½ OF THE WEST 1/2 OF THE SOUTH WEST ¼ OF THE SOUTH EAST ¼ OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. #10-22-424-047

4330-34 W. OAKTON, SKOKIE, ILLINOIS.

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# UNOFFICIAL COPY

- (8) Mortgage recorded as Document No. 88087395 covering the following property:

PARCEL 1

LOTS 4 AND 5 (EXCEPT THE NORTH 7.0 FEET THEREOF) IN BLOCK 2 IN RESUBDIVISION OF KRENN AND DATO'S OAKTON "L": PARKVIEW SUBDIVISION OF THE NORTH WEST ¼ OF THE NORTH EAST ¼ OF THE NORTH WEST ¼ OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND USE FOR PARKING OF VEHICLES FOR THE BENEFIT OF PARCEL 1 OVER THE FOLLOWING DESCRIBED PROPERTY AS SET FORTH IN RECIPROCAL GRANT DATED OCTOBER 21, 1987 AND RECORDED DECEMBER 10, 1987 AS DOCUMENT 87652875 MADE BY AND BETWEEN RIDGEWAY KEENEY CORPORATION, A CORPORATION OF ILLINOIS, AND FIRST NATIONAL BANK OF SKOKIE AS TRUSTEE UNDER TRUST NUMBER 605 THE SOUTH 50 FEET OF LOT 6 (EXCEPT THE NORTH 7.0 FEET THEREOF) IN BLOCK 2 IN RESUBDIVISION OF KRENN AND DATO'S OAKTON "L" PARKVIEW SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTH EAST ¼ OF THE NORTH WEST ¼ OF SECTION 27 TOWNSHIP 41 NORTH, RANGE 123 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. #10-27-101-006 AND #10-27-101-007  
4541-43 W. OAKTON, SKOKIE, ILLINOIS

- (9) Mortgage recorded as Document No. 88087371 covering the following property:

LOT 1 IN LAKESIDE INDUSTRIAL CENTER, A SUBDIVISION IN THE SOUTH EAST ¼ OF THE SOUTH EAST ¼ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 03-10-402-007  
460-490 W. HINTZ, WHEELING, ILLINOIS.

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- (10) Mortgage recorded as Document No. 88087375 covering the following property: \*

LOTS 20, 21, 22, 23, 24, AND 25 IN BLOCK 9 IN ARTHUR DUNA'S "L" EXTENSION SUBDIVISION OF PART OF THE WEST ½ OF THE NORTH EAST ¼ OF SECTION 27 TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF SKOKIE, IN COOK COUNTY, ILLINOIS.

P.I.N. #10-27-225-059 AND 060  
4346-56 HOWARD, SKOKIE, ILLINOIS

- (11) Mortgage recorded as Document No. 88087383 covering the following property: \*

LOTS 12, 13, 14, 15, 16 AND 17 (EXCEPT THE WEST 3 FEET THEREOF AND FURTHER EXCEPTING THE SOUTH 7 FEET OF SAID LOTS DEDICATED FOR PUBLIC STREET) IN BLOCK 3 IN LONNQUIST AND COMPANY'S OAKTON PARKWAY OF THE WEST ½ OF THE SOUTH EAST ¼ OF THE SOUTH WEST ¼ OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FKA → P.I.N. #10-22-329-037 now #10-22-329-041 and #10-22-329-042  
4538-50 W. OAKTON, SKOKIE, ILLINOIS.

- (12) Mortgage recorded as Document No. 88087387 covering the following property: \*

THE WEST 3 FEET OF LOT 17 AND ALL OF LOTS 18, 19, 20 AND 21 IN BLOCK 3 IN LONNQUIST AND COMPANY'S OAKTON PARKWAY SUBDIVISION, BEING A SUBDIVISION OF THE WEST ½ OF THE SOUTH EAST ¼ OF THE SOUTH WEST ¼ OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE AFOREMENTIONED LOTS 17, 18, 20, AND 21 THE SOUTH 7.0 FEET THEREOF, TAKEN FOR THE WIDENING OF OAKTON STREET) IN COOK COUNTY, ILLINOIS.

P.I.N. #10-22-329-035  
4554-58 W. OAKTON, SKOKIE, ILLINOIS.

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# UNOFFICIAL COPY

- (13) Mortgage recorded as Document No. 88087373 covering the following property:

LOTS 1 TO 10 BOTH INCLUSIVE IN BLOCK 2 IN KOSTNER AVENUE ADDITION TO KENILWORTH HIGHLANDS, BEING A SUBDIVISION OF THE SOUTH ½ OF THE WEST 10 ACRES OF THE SOUTH 20 ACRES OF THE WEST 80 ACRES OF THE SOUTH EAST ¼ OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #10-27-425-049  
4320 TOUHY AVENUE, SKOKIE, ILLINOIS.

- (14) Mortgage filed with the Registrar of Deeds for Cook County, Illinois as Document No. LR3690652, covering the following property:

LOTS 2, 3, 4, 5, AND 6 IN BLOCK 1 IN NORTH SHORE "L" TERMINAL SUBDIVISION NO. 2 BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF SKOKIE, COOK COUNTY, ILLINOIS.

P.I.N. #10-21-303-084  
8340 LINCOLN, SKOKIE, ILLINOIS.

- (15) Mortgage recorded as Document No. 88087413 covering the following property:

LOTS 1, 2, AND 3 AND THE WEST 7 FEET OF VACATED PRAIRIE ROAD ADJOINING LOT 1 IN BLOCK 1 IN SALACHS HOWARD CRAWFORD SUBDIVISION OF THE NORTH ½ OF THE NORTH ½ OF THE NORTH WEST ¼ OF THE SOUTH WEST ¼ OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 1924 AS DOCUMENT NO. 853870, IN COOK COUNTY, ILLINOIS.

P.I.N. #10-26-300-040  
3901-07 HOWARD, SKOKIE, ILLINOIS

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500 - P.S. - 11/14 N.E. 101-88-51-3. 11/14

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- (16) Mortgage recorded as Document No. 88087415 covering the following property:

LOTS 6, 7, 8, 9 AND 10 IN BLOCK 11 IN MAIN STREET AND CRAWFORD AVENUE "L" EXTENSION SUBDIVISION BEING A SUBDIVISION OF LOT 1 IN THE SUPERIOR COURT PARTITION OF THE EAST ½ OF THE SOUTH EAST ¼ OF SECTION 22 WITH THE SOUTH WEST ¼ OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #10-22-405-039

4117-27 W. MAIN STREET, SKOKIE, ILLINOIS

- (17) Mortgage filed with the Registrar of Deeds for Cook County, Illinois as Document No. LR3590656, covering the following property:

LOTS 5 AND 6 (EXCEPT THE NORTH 7 FEET THEREOF) IN BLOCK 1 IN BLAMEUSER'S OAKTON-KOSTNER SUBDIVISION OF THE NORTH EAST ¼ OF THE NORTH EAST ¼ OF THE NORTH WEST ¼ OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #10-27-104-059

4409-13 W. OAKTON, SKOKIE, ILLINOIS.

- (18) Mortgage filed with the Registrar of Deeds for Cook County, Illinois as Document No. 88530703

THE SOUTH 260 FEET OF THE NORTH 5 ACRES (EXCEPT THE NORTH 1 ACRE OF THE EAST 100 FEET OF THE SAID NORTH 5 ACRES) OF THE WEST 230 FEET OF THAT PART OF THE WEST HALF OF THE NORTH WEST QUARTER LYING EAST OF THE WEST 10 RODS OF SAID WEST HALF OF SAID NORTH WEST QUARTER (EXCEPT THAT PART TAKEN FOR PIPER LANE), ALL IN SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #03-24-100-015

7 E. PIPER LANE, PROSPECT HEIGHTS, ILLINOIS

11173498



# UNOFFICIAL COPY

- (19) Mortgage filed with the Registrar of Deeds for Cook County, Illinois as Document No. 96225260

LOTS 22 AND 23 IN BLOCK 4 IN WITTBOLD'S THIRD "L" EXTENSION SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #10-23-323-041  
8124-28 NORTH LAWNSDALE, SKOKIE, ILLINOIS

Property of Cook County Clerk's Office

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## EXHIBIT B

### Assignment of Leases and Rents

1. Assignment recorded as Document No. 88087394.
2. Assignment recorded as Document No. 88087378.
3. Assignment filed as Document No. LR3690651.
4. Assignment recorded as Document No. 88087368.
5. Assignment recorded as Document No. 88087392.
6. Assignment recorded as Document No. 88087400.
7. Assignment recorded as Document No. 88087402.
8. Assignment recorded as Document No. 88087396.
9. Assignment recorded as Document No. 88087372.
10. Assignment recorded as Document No. 88087376.
11. Assignment recorded as Document No. 88087384.
12. Assignment recorded as Document No. 88087388.
13. Assignment recorded as Document No. 88087374.
14. Assignment filed as Document No. LR3690653.
15. Assignment recorded as Document No. 88087414.
16. Assignment recorded as Document No. 88087416.
17. Assignment filed as Document No. LR3690657.
18. Assignment recorded as Document No. 88530704
19. Assignment recorded as Document No. 96225261.

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## EXHIBIT C

### Revised Definition of "Real Estate"

The definition of Real Estate as set forth in the Loan Agreement is hereby amended to be the following properties commonly known as:

4500-16 Oakton, Skokie, Illinois  
5432 W. Howard, Skokie, Illinois  
4103 W. Oakton, Skokie, Illinois  
4503-15 W. Oakton, Skokie, Illinois  
4521-27 W. Oakton, Skokie, Illinois  
4031-49 Oakton, Skokie, Illinois  
4330-34 W. Oakton, Skokie, Illinois  
4541-43 W. Oakton, Skokie, Illinois  
460-490 W. Hintz, Wheeling, Illinois  
4346-56 Howard, Skokie, Illinois  
4538-50 W. Oakton, Skokie, Illinois  
4554-58 W. Oakton, Skokie, Illinois  
4320 Touhy, Skokie, Illinois  
8340 Lincoln, Skokie, Illinois  
3901-07 Howard, Skokie, Illinois  
4117-27 W. Main, Skokie, Illinois  
4409-13 W. Oakton, Skokie, Illinois  
7 E. Piper Lane, Prospect Heights, Illinois  
8124-28 Lawndale, Skokie, Illinois

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## EXHIBIT D

### Amended and Restated Note

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## EXHIBIT D

October 20, 2001  
Skokie, Illinois

### AMENDED AND RESTATED NOTE

1.1 Indebtedness. For value received, The Radler Group, Ltd. ("Radler"), Oakton-Crawford Corporation ("Crawford"), Ridgeway-Keeney Corporation, Howard-Kostner Corporation, Main-Kedvale Corporation, Oakton-Kilbourn Corporation and Oakton Medical Building Corp. and Oakton-Kostner Corporation ("Kostner"), all Illinois corporations (collectively "Borrower") hereby promise to pay to the order of Cole Taylor Bank, an Illinois banking corporation ("Bank"), the principal sum of FIVE MILLION SIXTY SEVEN THOUSAND EIGHT HUNDRED NINETY SEVEN DOLLARS AND 79/100 DOLLARS (\$5,067,897.79) with interest as provided herein.

1.2. Description of Security. The loan (the "Loan") evidenced by this Amended and Restated Note (this "Note") is secured by the following: Such security instruments, including, but not limited to Mortgages (the "1988 Mortgages") from Borrower (except for Kostner) to Bank dated March 1, 1988, Loan Agreement from Borrower (except for Kostner) to Bank dated March 1, 1988, Assignments of Leases and Rents from Borrower (except for Kostner) to Bank dated March 1, 1988, Assignment of Permits, Licenses and Approvals from Borrower (except for Kostner) to Bank dated March 1, 1988, Security Agreement dated March 1, 1988 from Borrower (except for Kostner) to Bank dated March 1, 1988, Pledge Agreement from Radler to Bank dated March 1, 1988, UCC-1 and UCC-2 Financing Statements from Borrower (except for Kostner) to Bank, Modification and Extension of Loan and Loan Documents from Borrower (except for Kostner) to Bank dated March 5, 1993, Second Modification and Extension of Loan and Loan Documents from Borrower (except for Kostner) to Bank dated March 20, 1996 (the "Second Modification"), Third Modification and Extension of Loan and Loan Documents from Borrower to Bank dated August 20, 2000 (the "Third Modification"), Fourth Modification and Extension of Loan and Loan Documents from Borrower to Bank of even date herewith (the "Fourth Modification") and Mortgage (the "Crawford Mortgage") from Crawford to Bank dated November 1, 1988, as amended by Modification and Extension of Loan and Loan Documents from Crawford to Bank dated March 5, 1993, Mortgage dated March 20, 1996 from Kostner to Bank (the "Kostner Mortgage"), Assignment of Leases and Rents dated March 20, 1996 from Kostner to Bank, together with this Note and any amendments, modifications and replacements thereof and any and all other instruments previously or hereafter given to secure the payment hereof, are collectively referred to herein as the "Loan Documents". The Loan Documents are incorporated herein by reference as fully and with the same effect as if set forth herein at length. The 1988 Mortgages, the Crawford Mortgage and the Kostner Mortgage are hereinafter collectively referred to as the "Mortgages."

## II

### Payment

2.1 The Promise to Pay. Borrower hereby promises to pay to the order of Bank:

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(a) On the 20th day of November, 2001 and on the 20th day of each month thereafter until all sums to be paid hereunder shall be paid in full, installments of principal and interest in the amount of \$43,700.00 based upon an approximate sixteen and one-half (16 1/2 ) year amortization period and an interest rate of 7.00% (the "Loan Rate"). Interest shall be payable, in arrears, on the principal amount of this Note from time to time disbursed. After maturity, interest shall accrue at an annual rate equal to two percent (2%) in excess of the Loan Rate. Interest shall be calculated on the basis of a 360 day year, but shall be computed for the actual number of days in the period for which interest is charged.

(b) The outstanding principal amount of this Note and all accrued and unpaid interest and other charges, shall be due and payable on or before the first to occur of October 20, 2006, or such earlier date as said sums shall become due pursuant to Section 3.1 of this Note.

2.2 . The principal amount of this Note may be prepaid without penalty or premium in whole or in part at any time or times. Borrower shall be required to make prepayments of the principal amount of this Note upon the sale of any portion of the Real Estate, as that term is defined in the Loan Agreement, in an amount equal to one-half of the proceeds of such sale; provided, however, that a larger percentage of such proceeds shall be used to prepay the principal amount of this Note if necessary to maintain a loan to value ratio of at least sixty nine percent (69%), as calculated pursuant to Paragraph 3 of the Loan Agreement. Lender agrees to use as the appraised value of the Real Estate (\$7,83,000.00), as reduced by subsequent sales of portions of the Real Estate, to determine the loan to value ratio; provided, however, that at Lender's option (reasonably exercised) and expense, Lender may obtain a revised appraised value for the Mortgaged Premises from an independent MAI appraiser and use the revised appraised value in the loan to value ratio calculation. All prepayments of the principal amount of this Note shall be applied first to Advances, then to accrued interest due under this Note and then to the outstanding principal amount of this Note.

2.3 Place of Payment. The payments of all amounts due under this Note and under the Mortgage shall be made at the office of Bank in Skokie, Illinois, or such other place as Bank may from time to time designate in writing.

2.4 Application of Payments. Unless Bank otherwise elects, all payments made hereunder should be applied first to accrued interest and then to the principal amount of this Note.

## III

### Additional Covenants

3.1 Acceleration. In the event of a default in the payment when due of any amount due hereunder continuing for five (5) days after written notice thereof, or a default in the performance of any covenant contained herein or in the Loan Documents other than for the payment of money continuing for thirty (30) days after written notice thereof to Borrower, or the

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material untruth of any representation or warranty made herein or in the Loan Documents or in any affidavit or certificate delivered by Borrower to Bank in connection with the Loan, or if Bank shall exercise the right conferred upon Bank by any provision of the Mortgages or other Loan Document to declare the entire unpaid principal amount of this Note, together with all accrued and unpaid interest thereon, to be immediately due and payable, then, at the election of Bank and without further notice to or demand upon any party, and whether or not foreclosure proceedings have been commenced, the unpaid principal amount of this Note, together with accrued and unpaid interest thereon, shall at once become due and payable and shall bear interest thereafter at an annual rate equal to two (2%) percent in excess of the Loan Rate.

3.2 Waivers. Borrower and any other parties (including, without restricting the foregoing, any endorsers, sureties and guarantors) hereafter liable for the debt represented by this Note, hereby (a) waive presentment for payment, notice of dishonor, protest and notice of protest, and (b) agree that the time of payment of that debt or any part thereof may be extended from time to time without modifying or releasing the lien of the Mortgages or other Loan Documents or the liability of Borrower or any other such parties, the right of recourse against Borrower and such parties being hereby reserved by Bank.

3.3 Collection. In the event of a default in the payment of any amount due hereunder or under the terms of the Loan Documents, Bank may exercise any remedy or remedies, in any combination whatsoever, available by operation of law or under the Loan Documents and Bank shall be entitled to collect its costs of collection, including reasonable attorney's fees.

3.4 Governing Law. This Note is executed and delivered in Skokie, Illinois and shall be governed by and construed in accordance with the law of the State of Illinois.

3.5 Severability. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstance is deemed illegal, the application of such term, restriction or covenant to other persons and circumstances shall remain unaffected to the extent permitted by law. All agreements herein are expressly limited so that in no contingency or event whatsoever, whether by reasons of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the holders hereof for the use, forbearance, or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. If, from any circumstances whatsoever, fulfillment of any provision hereof, or of the Mortgages, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstance the holder hereof shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest.

3.6 Time of the Essence. Time is of the essence regarding the payment by Borrower of all amounts due and owing to Bank under this Note.

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3.7 Proceeds of Loan. The proceeds of the loan evidenced by this Note shall be used solely as a business loan as specified in 815 ILCS 205/4 of the Illinois Compiled Statutes, as amended.

Attest:

The Radler Group, Ltd.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

Oakton-Crawford Corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

Ridgeway-Keeney Corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

Howard-Kostner Corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

Main-Kedvale Corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

Oakton-Kilbourn Corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



# UNOFFICIAL COPY

Attest:

Oakton Medical Building Corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

Oakton-Kostner Corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Property of Cook County Clerk's Office

11173498

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