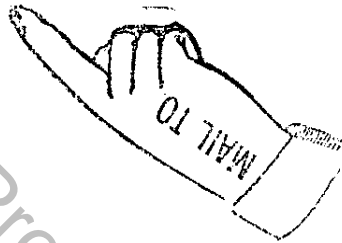


This instrument prepared by
and please return to:
Jennifer L. Worstel, Esq.
100 West Monroe Street #1500
Chicago, Illinois 60603



0011224689



Property of Cook County Clerk's Office

P.I.N: 17-04-223-032-0000
COMMONLY KNOWN AS: 1236 N. Dearborn, Chicago, Illinois

SECOND LOAN MODIFICATION AGREEMENT

This instrument is a Second Loan Modification Agreement ("Second Modification") among The PrivateBank and Trust Company, an Illinois banking corporation ("Lender") and Lubavitch Chabad of the Loop, Gold Coast & Lincoln Park, an Illinois not-for-profit corporation ("Borrower"), formerly known as Lubavitch Chabad of the Loop and Lincoln Park, an Illinois not-for-profit corporation.

RECITALS:

- A. Borrower holds fee simple title to the property commonly known as 1236 N. Dearborn, Chicago, Illinois ("Real Estate") which is legally described on Exhibit A attached hereto.
- B. On May 17, 2000, Borrower executed and delivered to Lender a Promissory Note in the amount of \$1,300,000 ("Note"). The Note evidences a loan in the amount of \$1,300,000 ("Loan") by Lender to Borrower. To secure the Note, Borrower executed and delivered to Lender the following documents (collectively "Security Documents"):

1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage"), which was recorded with the Cook County Recorder of Deeds on May 22, 2000 as Document No. 00364898;

2. a UCC-1 Financing Statement executed by Borrower and covering the personal property located on the Real Estate; and

3. a Pledge Agreement covering Borrower's interest in that certain account established with Lender and known as Account No. 435695 (the "Account").

C. On April 1, 2001, Borrower and Lender entered into a Loan Modification Agreement ("Modification"), pursuant to which Lender agreed to adjust the interest rate applicable to the Loan and the monthly payment stated in the Note. The Modification was recorded with the Cook County Recorder of Deeds on April 23, 2000 as Document No. 0010330559.

D. On May 16, 2001, Borrower filed Articles of Amendment to its Articles of Incorporation with the Secretary of State of Illinois, whereby Borrower changed its name from Lubavitch Chabad of the Loop & Lincoln Park to Lubavitch Chabad of the Loop, Gold Coast & Lincoln Park.

E. The outstanding principal balance of the Note is \$1,017,103.80. Borrower again has requested Lender to adjust the interest rate applicable to the Loan and the monthly payment stated in the Note. Lender is agreeable to these requests subject to the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Note is hereby modified and amended in its entirety by a Promissory Note in the amount of \$1,017,103.80 ("Revised Note"), a copy of which is attached hereto as Exhibit B. The Security Documents are hereby modified and amended to secure the Revised Note and all references to the Note in the Security Documents are modified and amended to refer to the Revised Note in place of the Note.

2. Lender will continue to debit the Account for monthly payments of principal and interest and any other amounts due on the Loan.

3. This Second Modification shall be effective upon Lender's receipt of this Second Modification executed by the parties hereto and the following documents and items:

- (a) the Revised Note executed by Borrower;
- (b) a Certificate of Good Standing of Borrower;
- (c) a corporate borrowing resolution of Borrower;
- (d) a certified copy of the Articles of Amendment showing the effective date of Borrower's name change;
- (e) updated certificates of insurance for the Real Estate as required by Section 6 of the Mortgage;
- (f) a title insurance endorsement which insures the Mortgage as modified by this Modification and extends the date of the policy to the date of recording of this Modification; and
- (g) payment of Lender's expenses as set forth in Section 8 hereof.

4. Borrower hereby affirms its obligations to pay Lender the outstanding indebtedness of the Loan evidenced by the Revised Note and to perform all covenants and conditions contained in the Mortgage, the Pledge Agreement, the Modification and the Second Modification and the other

documents evidencing and securing the Loan as hereby revised. Borrower agrees to execute such documents as Lender deems necessary to secure Lender's lien on the Real Estate.

5. Lender shall record this Second Modification forthwith. This Second Modification shall constitute an amendment of the Note, Pledge Agreement, Mortgage, Modification and Second Modification and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note or Revised Note (collectively "Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage, the Pledge Agreement, the Modification or the Second Modification or the covenants, conditions and agreements therein contained or contained in the Loan Documents.

6. In the event of any conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall control.

7. Borrower hereby renews, remakes and affirms the representations and warranties contained in the Loan Documents as of the execution hereof.

8. Borrower hereby agrees to pay all of Lender's expenses arising out of and in connection with this Second Modification including, but not limited to, title insurance premiums, recording fees and attorneys' fees performed in the preparation of necessary documentation.

9. Borrower knowingly, voluntarily and intentionally waives irrevocably the right it may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with the Note, the Mortgage, the Pledge Agreement, the Modification, the Second Modification or any of the other obligations, or the collateral secured by the Security Documents,

or any agreement, executed or contemplated to be executed in conjunction herewith or any course of conduct or course of dealing, in which Lender and Borrower are adverse parties. This provision is a material inducement for Lender in granting any financial accommodation to Borrower.

10. Borrower hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Chicago, Illinois over any action or proceeding based hereon and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such state or federal court. Borrower hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrower irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Borrower at its address as specified in the records of Lender. Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

Borrower agrees not to institute any legal action or proceeding against Lender or the directors, officers, employees, agents or property thereof, in any court other than the one herein above specified. Nothing in this Section shall affect the right of Lender to serve legal process in any other manner permitted by law or affect the right of Lender to bring any action or proceeding against Borrower or its property in the courts of any other jurisdictions.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Modification on

12-13, 2001.

LENDER:

The PrivateBank and Trust Company, an Illinois banking corporation

By: Allison M. Mandell
Its Associate Managing Director

BORROWER:

Lubavitch Chabad of the Loop, Gold Coast & Lincoln Park, an Illinois not-for-profit corporation, formerly known as Lubavitch Chabad of the Loop and Lincoln Park, an Illinois not-for-profit corporation

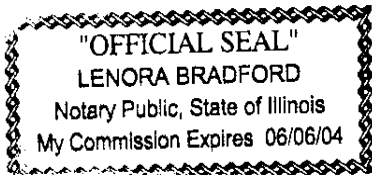
By: Rabbi Meir Haim Sacks
Its President

Attest: [Signature]
Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Allison Mandell Managing Director of The PrivateBank and Trust Company, 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 13th December, 2001.



Lenora Bradford
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Lubavitch Chabad and _____, _____ and _____, respectively, of Lubavitch Chabad of the Loop, Gold Coast & Lincoln Park, an Illinois not-for-profit corporation, formerly known as Lubavitch Chabad of the Loop and Lincoln Park, an Illinois not-for-profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said not-for-profit corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 13th December, 2001.

Lenora Bradford
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION:

THE SOUTH 25 FEET OF LOT 27 IN BRONSON'S ADDITION TO CHICAGO
IN THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1236 N. Dearborn, Chicago, Illinois
P.I.N.: 17-04-223-032

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PROMISSORY NOTE
("Revised Note")

\$1,017,103.80

Dec 13, 2001

FOR VALUE RECEIVED the undersigned, Lubavitch Chabad of the Loop, Gold Coast & Lincoln Park, an Illinois not-for-profit corporation ("Borrower"), promises to pay to the order of The PrivateBank and Trust Company, an Illinois banking corporation (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of One Million Seventeen Thousand One Hundred Three and 80/100ths (\$1,017,103.80) Dollars, or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

The rate of interest payable on this Note will change from time to time as hereafter provided. Monthly payments on account of this Note shall be adjusted from time to time as the rate of interest changes. Payments on account of this Note shall be made as follows:

(a) On December 1, 2001, and continuing on the first day of each succeeding month to and including June 1, 2005, there shall be paid on account of this Note the amount of \$6,766.82, which amount shall be applied first to interest at a rate of seven (7.0%) percent per annum and the balance to principal.

(b) On June 1, 2005 and on the first day of June of each succeeding year thereafter (each date shall be referred to as an "Adjustment Date"), the rate of interest to be paid by Borrower to Holder shall be adjusted ("Adjusted Rate"). The Adjusted Rate shall be determined by adding 3.0 percentage points to the weekly average yield on interest rate swaps adjusted to a constant maturity of one (1) year in effect as of the date forty-five (45) days preceding the Adjustment Date, as published in the Federal Reserve Statistical Release (H.15, Selected Interest Rates Report), rounded to the nearest .125%.

(c) On July 1, 2005 and on the first day of July of each succeeding year thereafter (each such date shall be known as an "Adjusted Payment Date"), the monthly payment shall be adjusted to a payment in the appropriate amount required to amortize, by the level rate amortization method, the outstanding principal balance of the Note as of each Adjustment Date at such Adjusted Rate for a term of months determined by deducting from three hundred forty-three (343) months the number of months elapsed from December 1, 2001 to the Adjustment Date ("Adjusted Payment"). The Adjusted Payment shall be made on the Adjusted Payment Date and on the first day of each succeeding month thereafter until the Maturity Date and shall be applied first to interest at the Adjusted Rate and the remainder to principal.

(d) On June 1, 2030 ("Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

In the event prior to the Adjustment Date the United States shall discontinue the publication of the Federal Reserve Statistical Release, the adjustment provided for in subparagraph (b) above shall be made based upon such index as shall be, in the reasonable judgment of Holder, comparable to the index provided for in said subparagraph (b). In the event the index selected by the Holder is not acceptable to Borrower, the interest rate previously in effect shall continue to be in effect for an additional period of two (2) months and monthly payments shall continue in the same amount. During such period of two months Borrower and Holder shall negotiate an acceptable rate of interest and a mutually acceptable method of determining a rate of interest for future adjustments. Should the parties reach an agreement the monthly payments for the preceding two (2) months shall be adjusted and monthly payments shall be calculated based upon such agreement. Should the parties not reach an agreement within such two (2) months, then the principal balance, together with all accrued interest and all other amounts due hereunder, shall be due and payable, and shall be paid on the tenth day following the expiration of such two-month period.

Interest shall be calculated on the basis of a calendar year having three hundred sixty (360) days and shall be paid for the actual days outstanding.

This Note may be prepaid, without premium or penalty, in whole or in part, and all accrued interest hereon shall be payable and shall be paid on the date of prepayment.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of The PrivateBank and Trust Company, 10 North Dearborn, Chicago, Illinois 60602.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest is not paid within ten (10) days after the date the same is due, the undersigned promises to pay a late charge ("Late Charge") of five (5.0%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

This Note is executed pursuant to a Second Loan Modification Agreement executed concurrently herewith ("Second Modification"). This Note replaces that certain Promissory Note in the amount of \$1,300,000 ("Original Note") made by Borrower on May 17, 2000. The Original Note is secured by a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage") executed on May 17, 2000 and recorded on May 17, 2000 with the Cook County Recorder of Deeds as Document No. 00364898. The Mortgage is modified by a Loan Modification Agreement ("Modification") executed by Borrower on April 1, 2002 and recorded with the Cook County Recorder of Deeds on April 23, 2001 as Document No. 0010330559. Amounts outstanding pursuant to the Original Note shall be outstanding under this Note. All interest rates applicable to and charged on the Original Note and all payments made on the Original Note are unchanged. Pursuant to the Modification, the Mortgage and other security documents ("Security Documents") are modified to secure this Note.

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At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default for five (5) days in the payment of principal or interest when due in accordance with the terms hereof or upon the occurrence of any "Event of Default" under the Mortgage, Second Modification or Security Documents.

Under the provisions of the Mortgage, Second Modification and Security Documents the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Mortgage, Second Modification and Security Documents are, by this reference, incorporated herein in their entirety and notice is given of such possibility of acceleration.

The principal hereof, including each installment of principal, shall bear interest after the occurrence of an event of default, not cured within the applicable cure period, at the annual rate (herein called the "Default Rate") determined by adding four (4.0%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

Borrower waives notice of default, presentment, notice of dishonor, protest and notice of protest.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promise to pay all costs incurred by Bank in connection therewith including, but not limited to, court costs, litigation expenses and attorneys' fees.

Payments received on account of this Note shall be applied first to the payment of any amounts due pursuant to the next preceding paragraph, second to interest and Late Charges and the balance to principal.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrower, escrowees or otherwise for the benefit of Borrower shall, for all purposes, be deemed outstanding hereunder and received by Borrower as of the date of such mailing, wire transfer or other delivery, and interest shall accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by such escrowees to Borrower.

Borrower knowingly, voluntarily and intentionally waives irrevocably the right it may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with this Note, Mortgage, Second Modification and Security Documents or any of the other obligations, or the collateral secured by the Security Documents, or any agreement, executed or contemplated to be executed in conjunction herewith or any course of conduct or course of

dealing, in which Holder and Borrower are adverse parties. This provision is a material inducement for Holder in granting any financial accommodation to Borrower.

Borrower hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Chicago, Illinois over any action or proceeding based hereon and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such state or federal court. Borrower hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrower irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Borrower at its address as specified in the records of Holder. Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

Borrower agrees not to institute any legal action or proceeding against Holder or the directors, officers, employees, agents or property thereof, in any court other than the one herein above specified. Nothing in this Section shall affect the right of Holder to serve legal process in any other manner permitted by law or affect the right of Holder to bring any action or proceeding against Borrower or its property in the courts of any other jurisdictions.

Time is of the essence of this Note and each provision hereof.

Lubavitch Chabad of the Loop, Gold Coast & Lincoln Park, an Illinois not-for-profit corporation

By: _____
Its _____

Attest: _____
Its _____

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