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1673/0270 45 001 Page 1 of 20
2002-02-04 13:10:17
Cook County Recorder 59.00

THIS DOCUMENT WAS
PREPARED BY, AND AFTER
RECORDING, MAIL TO:

William C. Graft, Esq.
Graft, Jordan & Curtis
1900 East Golf Road, Suite 600
Schaumburg, Illinois 60173

Permanent Real Estate Tax Numbers:

17-08-308-028; 17-08-308-029;
17-08-308-030; 17-08-308-031;
17-08-308-032; 17-08-308-033;
17-08-308-034; 17-08-308-038



0020139927

RECORDER'S STAMP

MODIFICATION AGREEMENT

ITASCA BANK & TRUST CO., not personally but solely as Trustee under a certain Trust Agreement dated August 25, 1987 and known as Trust No. 10502 (the "Mortgagor"), hereby makes and delivers to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, 120 South LaSalle Street, Chicago, Illinois 60603 (the "Mortgagee"), this Modification Agreement (this "Modification") as of December 1, 2001. The Mortgagee is the successor to NBD BANK, an Illinois state banking corporation (the "Predecessor Bank").

RECITALS

WHEREAS, in consideration of a loan to the Mortgagor from the Predecessor Bank in the principal amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00), the Mortgagor executed and delivered to the Predecessor Bank a Secured Promissory Note (the "Original Note") dated October 25, 1995, along with various other security and loan documents (collectively, the "Original Loan Documents"); and

WHEREAS, payment of the Original Note was secured by, among other things, a Mortgage and Assignment of Rents dated October 25, 1995 and recorded with the Cook County Recorder in Cook County, Illinois on November 13, 1995 as Document No. 95-782242 (the "Mortgage"), and by an Assignment of Rents, Leases and Contracts dated October 25, 1995 and recorded with the Cook County Recorder in Cook County, Illinois on November 13, 1995 as Document No. 95-782243 (the "Assignment"), granting to the Mortgagee a valid, first priority security interest in and to a certain parcel or parcels of real estate owned by the Mortgagor commonly known as 1532 West Fulton Street, Chicago, Illinois 60607, and legally described in Exhibit A attached hereto and made a part of this Agreement (the "Property"); and

WHEREAS, the Mortgage and the Assignment were both modified by that certain Acknowledgment and Amendment dated October 25, 1995 and recorded with the Cook County Recorder in Cook County, Illinois on November 22, 1995 as Document No. 95-811026 (the "First Amendment"), and by that certain Modification Agreement dated May 31, 1997 and recorded with the Cook County

BOX 333-CTT

7568651 M. Drummer 01

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Recorder in Cook County, Illinois on September 5, 1997 as Document No. 97-653632 (the "Second Amendment"); and

WHEREAS, the Original Note was amended, restated and modified by an Amended and Restated Secured Promissory Note in the principal amount of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00), executed and delivered by the Mortgagor to the Mortgagee on October 25, 2000 (the "First Amended Note"); and

WHEREAS, payment of the First Amended Note was secured by, among other things, the Mortgage and the Assignment, each as modified by the First Amendment, the Second Amendment and that certain Modification Agreement by and between the Mortgagor and the Mortgagee dated as of October 25, 2000 and recorded with the Cook County Recorder in Cook County, Illinois on February 1, 2001 as Document 10089161 (the "Third Amendment", which together with the First Amendment and the Second Amendment shall sometimes be referred to herein as the "Prior Amendments"); and

WHEREAS, the Borrowers desire to borrow an additional Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) from the Mortgagee (the "New Loan") and have requested that the New Loan amount be added to the principal balance of the First Amended Note, which as of the date hereof has an outstanding principal balance due of Four Hundred Sixteen Thousand Nine Hundred Eighty-Seven and 42/100 Dollars (\$416,987.42); and

WHEREAS, the Borrowers have agreed to repay the aggregate Six Hundred Sixty-Six Thousand Nine Hundred Eighty-Seven and 42/100 Dollars (\$666,987.42) principal balance, plus accrued interest thereon, upon the terms and pursuant to the conditions set forth in that certain Loan and Pledge Agreement of even date herewith between and among George E. Hayes, Jr. individually (the "Guarantor"), Active Graphics, Inc., an Illinois corporation (the "Company"), the Mortgagor and the Mortgagee (the "Loan and Pledge Agreement"), and in that certain Second Amended and Restated Secured Promissory Note in the principal sum of Sixty-Six Thousand Nine Hundred Eighty-Seven and 42/100 Dollars (\$666,987.42), executed and delivered by the Mortgagor concurrently herewith (the "Second Amended Note", which together with the Loan and Pledge Agreement and this Modification shall sometimes be referred to herein collectively as the "New Loan Documents"); and

WHEREAS, the Mortgagee has agreed to make the New Loan and to amend and restate the First Amended Note to provide for, among other things, the new aggregate principal amount of Six Hundred Sixty-Six Thousand Nine Hundred Eighty-Seven and 42/100 Dollars (\$666,987.42) to be repaid pursuant to the terms and conditions set forth in the Loan and Pledge Agreement and the Second Amended Note, subject to the Guarantor's, the Company's and the Mortgagor's compliance for the term of the Second Amended Note with the terms and conditions set forth in this Modification in that certain Loan and Security Agreement dated as of October 2, 1996, by and between the Company and the Mortgagee, as amended from time to time (the "Loan and Security Agreement").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Mortgagor hereby amends and restates the Mortgage and the Assignment, each as modified by the Prior Amendments, as follows:

1. The "Promissory Note" as defined in the Mortgage and the "Mortgage Note" as defined in the Assignment shall hereby mean the Second Amended Note, a copy of which has been attached hereto

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Section 104 of the Copyright Act, 1957 (1957: 104) provides that any person who publishes or causes to be published a copy of a work in which the author's name is stated shall be deemed to have published it in the name of the author.

Section 105 of the Copyright Act, 1957 (1957: 105) provides that any person who publishes or causes to be published a copy of a work in which the author's name is stated shall be deemed to have published it in the name of the author, notwithstanding that the work is published in the name of another person.

Section 106 of the Copyright Act, 1957 (1957: 106) provides that any person who publishes or causes to be published a copy of a work in which the author's name is stated shall be deemed to have published it in the name of the author, notwithstanding that the work is published in the name of another person, and that the author shall be entitled to the same remedies as if he had published the work in his own name.

Section 107 of the Copyright Act, 1957 (1957: 107) provides that any person who publishes or causes to be published a copy of a work in which the author's name is stated shall be deemed to have published it in the name of the author, notwithstanding that the work is published in the name of another person, and that the author shall be entitled to the same remedies as if he had published the work in his own name.

Section 108 of the Copyright Act, 1957 (1957: 108) provides that any person who publishes or causes to be published a copy of a work in which the author's name is stated shall be deemed to have published it in the name of the author, notwithstanding that the work is published in the name of another person, and that the author shall be entitled to the same remedies as if he had published the work in his own name.

Section 109 of the Copyright Act, 1957 (1957: 109) provides that any person who publishes or causes to be published a copy of a work in which the author's name is stated shall be deemed to have published it in the name of the author, notwithstanding that the work is published in the name of another person, and that the author shall be entitled to the same remedies as if he had published the work in his own name.

Section 110 of the Copyright Act, 1957 (1957: 110) provides that any person who publishes or causes to be published a copy of a work in which the author's name is stated shall be deemed to have published it in the name of the author, notwithstanding that the work is published in the name of another person, and that the author shall be entitled to the same remedies as if he had published the work in his own name.

Section 111 of the Copyright Act, 1957 (1957: 111) provides that any person who publishes or causes to be published a copy of a work in which the author's name is stated shall be deemed to have published it in the name of the author, notwithstanding that the work is published in the name of another person, and that the author shall be entitled to the same remedies as if he had published the work in his own name.

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as Exhibit B, and which Exhibit B shall replace Exhibit "A" of the Mortgage, and any and all amendments, modifications, extensions, renewals or replacements thereof.

2. The Notice Provision in the Mortgage for notice to the Mortgagee shall be modified to read as follows:

To Mortgagee: American National Bank and Trust Company of Chicago
Attn.: Erik J. Langeland, Vice President
120 South LaSalle Street
Chicago, Illinois 60603

with a copy to: William C. Graft
Graft, Jordan & Curtis
1900 East Golf Road, Suite 600
Schaumburg, Illinois 60173

3. The Mortgage and the Assignment, each as modified hereby and by the Prior Amendments, are valid and subsisting liens on the real estate described in the Mortgage and in the Assignment.

4. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Second Amended Note, the Mortgage and the Assignment, each as modified by the Prior Amendments, and all references to the Mortgage or the Assignment in any of the New Loan Documents or the Original Loan Documents shall be deemed to refer to the Mortgage and Assignment as amended hereby and by the Prior Amendments.

5. As modified hereby and by the Prior Amendments, all the terms, covenants, representations, and conditions of the Mortgage and the Assignment shall continue in full force and effect as against the Mortgagor.

6. The Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to the Mortgagee such additional documentation as the Mortgagee shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to the Mortgagee by or on behalf of the Mortgagor.

7. This Modification shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without regard to that state's choice of law provisions.

8. This Modification shall inure to the benefit of the Mortgagee's successors and assigns, and shall be binding upon the successors and assigns of the Mortgagor.

9. This Modification is executed by ITASCA BANK & TRUST CO., not personally, but as Trustee as aforesaid, in the exercise of the powers and authority conferred upon and vested in it as such Trustee (and said Trustee in its respective personal and individual capacities hereby warrants that it as Trustee as set forth herein possess full power and authority to execute this instrument), and it is expressly understood and agreed by the Mortgagee, and by every person now or hereafter claiming any right hereunder, that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not

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The undersigned, being duly sworn, deposes and says that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Cook County, Illinois
My Commission Expires _____
My Office Address _____
My Office Phone Number _____

Notary Public for Cook County, Illinois
My Commission Expires _____
My Office Address _____
My Office Phone Number _____

Witness my hand and the seal of my office this _____ day of _____, 20____.

Notary Public for Cook County, Illinois
My Commission Expires _____
My Office Address _____
My Office Phone Number _____

Notary Public for Cook County, Illinois
My Commission Expires _____
My Office Address _____
My Office Phone Number _____

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Notary Public for Cook County, Illinois
My Commission Expires _____
My Office Address _____
My Office Phone Number _____

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personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this modification agreement as of the date first written above.

MORTGAGOR:

ITASCA BANK & TRUST CO., as Trustee under Trust Agreement dated August 25, 1987 and known as Trust No. 10502, and not personally.

By: *David F. ...*
Its: AVP Trust Officer
See Exculpatory Rider Attached & Made an Express Part Of This Instrument

ATTEST:

By: *[Signature]*
Its: Senior VP
See Exculpatory Rider Attached & Made an Express Part Of This Instrument

MORTGAGEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association

By: *[Signature]*
Its: Vice President

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ATTEST:

By: *[Signature]*
Its: Credit Analyst

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MORTGAGOR'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Cynthia K. Kaechele, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Davide Ruocco of ITASCA BANK & TRUST CO. (the "Trust") and Judith Rogers of said Trust, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Senior VP, respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Trust, as Trustee under Trust No. 10502, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 27th day of December, 2001.

Cynthia K. Kaechele
Notary Public

My commission expires: 8/26/02



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MORTGAGEE ACKNOWLEDGEMENT

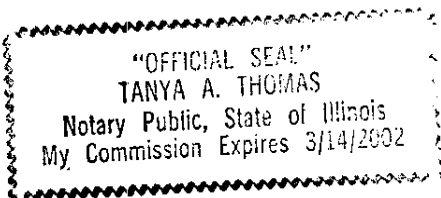
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Tanya A. Thomas, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Erik J. Hangeland, personally known to me to be the Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, an national banking association (the "Bank") and Chai Vay Chau of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their 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 this 26th day of December, 2001.

Tanya A. Thomas
Notary Public

My commission expires: _____



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EXULPATORY RIDER

This instrument is executed by *Itasca Bank & Trust Co.*, as Trustee under the provisions of a Trust Agreement dated, 8/25/1987 and known as **Trust Number 10502**, and not personally but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust, and Itasca Bank & Trust Co., warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Itasca Bank & Trust Co., in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against Itasca Bank & Trust Co., on account of any representations, warranties (including, but not limited to any representations and/or warranties regarding potential and/or existing hazardous waste) covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste law) hereunder being specifically limited to the trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any cost, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempt; nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1

THE EAST 9.28 FEET OF LOT 2 AND LOTS 3 AND 4 IN SUBDIVISION OF THE EAST 75 FEET OF THE SOUTHWEST ¼ OF BLOCK 15 IN UNION PARK SECOND ADDITION TO CHICAGO IN THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOTS 1 TO 7 BOTH INCLUSIVE IN COUNTY CLERKS DIVISION OF THE SOUTH ½ OF BLOCK 15 IN UNION PARK SECOND ADDITION IN THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1532 WEST FULTON STREET
CHICAGO, ILLINOIS 60607

P.I.N. #s	17-08-308-028-0000
	17-08-308-029-0000
	17-08-308-030-0000
	17-08-308-031-0000
	17-08-308-032-0000
	17-08-308-033-0000
	17-08-308-034-0000
	17-08-308-038-0000

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EXHIBIT B

SECOND AMENDED AND RESTATED SECURED PROMISSORY NOTE

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SECOND AMENDED AND RESTATED SECURED PROMISSORY NOTE

This SECOND AMENDED AND RESTATED SECURED PROMISSORY NOTE (this "Note") is made and delivered as of this 1st day of December, 2001, by ITASCA BANK & TRUST CO., not personally but solely as Trustee under a certain Trust Agreement (the "Trust") dated August 25, 1987 and known as Trust No. 10502 (the "Borrower"), to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (the "Lender").

RECITALS

WHEREAS, the Lender is the successor to NBD BANK, an Illinois state banking corporation (the "Predecessor Bank"); and

WHEREAS, in consideration of a loan to the Borrower from the Predecessor Bank in the principal amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00), the Borrower executed and delivered to the Predecessor Bank a Secured Promissory Note (the "Original Note") dated October 25, 1995, along with various other security and loan documents (collectively, the "Original Loan Documents"); and

WHEREAS, payment of the Original Note was secured by, among other things, a Mortgage and Assignment of Rents dated October 25, 1995 and recorded with the Cook County Recorder in Cook County, Illinois on November 13, 1995 as Document No. 95-782242 (the "Mortgage"), and by an Assignment of Rents, Leases and Contracts dated October 25, 1995 and recorded with the Cook County Recorder in Cook County, Illinois on November 13, 1995 as Document No. 95-782243 (the "Assignment"), and various other of the Original Loan Documents; and

WHEREAS, the Mortgage and the Assignment were both modified by that certain Acknowledgment and Amendment dated October 25, 1995 and recorded with the Cook County Recorder in Cook County, Illinois on November 22, 1995 as Document No. 95-811026 (the "First Amendment"), and by that certain Modification Agreement dated May 31, 1997 and recorded with the Cook County Recorder in Cook County, Illinois on September 5, 1997 as Document No. 97-653632 (the "Second Amendment"); and

WHEREAS, the Original Note was amended, restated and modified by an Amended and Restated Secured Promissory Note in the principal amount of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00), executed and delivered by the Borrower to the Lender on October 25, 2000 (the "Amended Note"); and

WHEREAS, payment of the Amended Note was secured by, among other things, the Mortgage and the Assignment, each as modified by the First Amendment, the Second Amendment and that certain Modification Agreement by and between the Borrower and the Lender dated as of October 25, 2000 and recorded with the Cook County Recorder in Cook County, Illinois on February 1, 2001 as Document 10089161 (the "Third Amendment", which

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together with the First Amendment and the Second Amendment shall sometimes be referred to herein as the "Prior Amendments"); and

WHEREAS, the Borrower desires to borrow an additional Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) from the Lender (the "New Loan") and has requested that the New Loan amount be added to the principal balance of the Amended Note, which as of the date hereof has an outstanding principal balance due of Four Hundred Sixteen Thousand Nine Hundred Eighty-Seven and 42/100 Dollars (\$416,987.42); and

WHEREAS, the Borrower has agreed to repay the aggregate Six Hundred Sixty-Six Thousand Nine Hundred Eighty-Seven and 42/100 Dollars (\$666,987.42) principal balance, plus accrued interest thereon, upon the terms and pursuant to the conditions set forth in this Note; and

WHEREAS, the Lender has agreed to make the New Loan and to amend and restate the Amended Note to provide for, among other things, the new aggregate principal amount of Six Hundred Sixty-Six Thousand Nine Hundred Eighty-Seven and 42/100 Dollars (\$666,987.42), to be repaid pursuant to the terms and conditions set forth herein, subject to the Borrower's compliance for the term of this Note with the terms and conditions set forth in that certain Loan and Security Agreement dated as of October 2, 1996, by and between Active Graphics, Inc., an Illinois corporation (the "Company") and the Lender, as amended from time to time (the "Loan and Security Agreement"), and in that certain Loan and Pledge Agreement of even date herewith between and among George E. Hayes, Jr. individually (the "Guarantor"), the Company, the Borrower and the Lender (the "Loan and Pledge Agreement", which together with the Loan and Security Agreement shall sometimes be referred to herein as the "Loan Agreements").

NOW, THEREFORE, the Borrower hereby amends and restates the Amended Note in its entirety as follows:

Incorporation of Recitals

By reference hereto, the above Recitals are hereby made a part of this Note.

Promise to Pay; Term

FOR VALUE RECEIVED, the Borrower hereby promises to pay to the order of the Lender, at 120 South LaSalle Street, Chicago, Illinois 60603, or such other place as the Lender shall designate from time to time hereafter, the principal amount of Six Hundred Sixty-Six Thousand Nine Hundred Eighty-Seven and 42/100 Dollars (\$666,987.42), payable in forty-six (46) consecutive equal monthly installments of principal in the amount of Two Thousand Eight Hundred and No/100 Dollars (\$2,800.00), plus interest as calculated below, beginning on the 1st day of January, 2002 and payable on the same date each month thereafter through the 1st day of October, 2005, with a final installment equal to the unpaid principal balance and accrued and unpaid interest thereon due and payable in full on the 25th day of October, 2005 (the "Maturity Date"). Payments of both principal and interest are to be made in immediately available funds in lawful money of the United States of America.

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THIS IS A BALLOON NOTE, AND ON THE MATURITY DATE A SUBSTANTIAL PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE WILL REMAIN UNPAID.

Interest

The unpaid principal amount from time to time outstanding hereunder shall bear interest at a rate per annum equal to one and twenty-five hundredths percent (1.25%) over the then existing Prime Rate, as that term is defined herein, as established from time to time by the Lender in its reasonable discretion. Any payment not made when due shall bear interest at a rate equal to the Prime Rate plus four and seventy-five hundredths percent (4.75%) (the "Default Rate") from its due date to the date of payment. As used herein, the term "Prime Rate" shall mean the rate of interest from time to time announced by the Lender as its prime commercial interest rate, which rate may or may not be the lowest rate which the Lender charges all of its commercial customers. Changes in the Prime Rate or the Default Rate shall take effect on the date set forth in each announcement relating to any such change. Interest shall be computed for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days.

Prepayment

If (a) the Borrower is not in default beyond any applicable cure periods under this Note, the Mortgage or the Assignment, each as modified by the Prior Amendments, the Loan Agreements or any of the Original Loan Documents or Other Loan Documents (as defined herein) and (b) the rate continues to float with the Prime Rate, this Note may be prepaid in whole or in part, without penalty, premium or cost. Any prepayment of less than the full amount owing hereunder shall be applied to the installments due hereunder in the inverse order of their respective maturities. All payments on account of the indebtedness evidenced hereby shall be first applied to any costs, then to any penalty, then to interest on the unpaid principal balance, and then to the principal balance due hereunder.

Security Interest

To secure the prompt payment to the Lender of the Borrower's liabilities hereunder, and in consideration of the Lender's granting of the New Loan, as evidenced by this Note, the Borrower shall, concurrently with the execution of this Note, (a) execute and deliver to the Lender a Modification Agreement (the "Modification Agreement"), modifying the Mortgage and the Assignment, each as amended and modified by the Prior Amendments, to reflect the aggregate principle balance of this Note, and (b) execute and deliver to the Lender the Loan and Pledge Agreement, wherein the Borrower agrees to segregate the entire Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00) principal sum of the New Loan, place the same into a separate, interest-bearing account with the Lender, and pledge such sum to the Lender as additional security for the Borrower's obligations hereunder.

As further security for the Borrower's liabilities hereunder, the Borrower hereby grants to the Lender a security interest in and to (a) all of Borrower's now existing and/or owned and

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hereafter arising or acquired monies, reserves, deposits, deposit accounts and interest or dividends thereon, securities, cash, cash equivalents and other property now or at any time or time hereafter in the possession or control of the Lender or its bailee for any purpose, and (b) all substitutions, renewals, improvements, accessions or additions thereto, replacements, offspring, rents, issues, profits, returns, products and proceeds thereof, including without limitation proceeds of insurance policies insuring the foregoing collateral (all of the foregoing shall sometimes be referred to herein individually or collectively as the "Mortgaged Property"). The Borrower also hereby agrees to execute and deliver to the Lender all other documents and assignments required by the Lender to be furnished in connection herewith.

The Borrower hereby agrees to deliver to the Lender upon the Lender's request therefor, such additional collateral as the Lender may request from time to time should the value of the Mortgaged Property (in the Lender's sole and exclusive opinion) decline, deteriorate, depreciate or become impaired or should the Lender deem itself insecure for any reason whatsoever, including without limitation a change in the financial condition of the Borrower or any party liable with respect to the Borrower's liabilities hereunder, and does hereby grant to the Lender a continuing security interest in such other collateral (which, together with the Mortgaged Property, shall be collectively referred to herein as the "Collateral"). The Borrower agrees to execute and deliver to the Lender, at any time upon the Lender's demand therefor, all agreements, instruments, documents and other written matter that the Lender may request, in form and substance acceptable to the Lender, to perfect and maintain perfected the Lender's security interest in the Collateral. The Borrower agrees that the Lender may file financing statements and all amendments thereto describing as the Collateral all assets or personal property of the Borrower, or any or all of the Collateral by any description the Lender deems appropriate, in any jurisdiction or office the Lender deems appropriate to perfect its security interest in the Collateral. The Borrower further agrees that a true and correct duplicate, photographic or photostatic copy, or other reproduction of this Note or of any financing statement, shall be sufficient as a financing statement.

Cross-Collateralization

This Note is also secured by, and payments hereof may be accelerated as provided in, the Loan and Security Agreement, which grants to the Lender a valid security interest in and to all business assets of the Company, and all other agreements, instruments and documents (including without limitation loan agreements, security agreements, guaranties, mortgages, assignments of rents, deeds of trust, notes, letters of credit, advises of credit, bankers acceptances, pledges, powers of attorney, consents, assignments, contracts, notices, leases, financing statements and all other written matter) heretofore, now or at any time hereafter executed and delivered by the Borrower, the Company and/or the Guarantor evidencing or securing all other credit facilities heretofore, now or at any time hereafter issued by the Lender upon the application and/or other request of, and on behalf of the Borrower the Company or the Guarantor (collectively, the "Other Loan Documents"), to which reference is hereby made for a statement of the terms and provisions thereof applicable to this Note.

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Default/Cross-Default

The occurrence of any one of the following events shall constitute a default by the Borrower ("Event of Default") under this Note:

- (a) If the Borrower fails to make any payment of principal, interest or other amounts payable hereunder or under, when due and payable or declared due and payable (whether by scheduled maturity, required payment, acceleration, demand or otherwise), taking into account any applicable cure period or notice requirement;
- (b) If the Borrower fails to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained herein which is required to be performed, kept or observed by the Borrower, taking into account any applicable cure period or notice requirement;
- (c) If any representation or warranty contained herein or in any schedule, certificate, financial statement, report, notice or other writing furnished by or on behalf of the Borrower or the Company to the Lender, is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified, and such condition shall continue unremedied for a period of thirty (30) days or more;
- (d) An Event of Default or a default, as the case may be (taking into account any applicable cure period or notice requirement), under (i) that certain Multi-Draw Installment Note (Secured) executed and delivered to the Lender by the Company on October 31, 2000 (the "Multi-Draw Note"), (ii) that certain Installment Note (Secured) executed and delivered to the Lender by the Company on May 31, 2001 (the "Installment Note"), (iii) that certain Promissory Note (Secured) executed and delivered to the Lender by the Company on December 4, 2001 (the "December 2001 Promissory Note"), (iv) that certain Promissory Note (Secured) executed and delivered to the Lender by the Company on May 31, 2001 (the "May 2001 Promissory Note"), (v) the Loan Agreements, (vi) the Mortgage (as amended and modified by the Prior Amendments and the Modification Agreement), (vii) the Assignment (as amended and modified by the Prior Amendments and the Modification Agreement), (viii) any of the other Original Loan Documents or Other Loan Documents, or (ix) any other agreement, instrument or document heretofore, now or at any time hereafter delivered by or on behalf of the Borrower or the Company to the Lender;
- (e) An Event of Default, or a default, as the case may be (taking into account any applicable cure period or notice requirement), under any agreement, instrument or document heretofore, now or at any time hereafter delivered to the Lender by any guarantor of the Borrower's payment hereunder;
- (f) If the Collateral or any of the Borrower's or the Company's assets are attached, seized, subjected to a writ of distress warrant, or are levied upon or become subject to any lien or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not terminated or dismissed within thirty (30) days thereafter;
- (g) If the Borrower or the Company are enjoined, restrained or in any way prevented by court order from conducting all or any material part of their business affairs or if a petition

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under any section or chapter of the Bankruptcy Reform Act of 1978, as amended, or any similar law or regulation is filed against the Borrower and/or the Company, or if the Borrower or the Company shall make an assignment for the benefit of creditors, or if any case or proceeding is filed against the Borrower or the Company for dissolution or liquidation and such injunction, restraint or petition is not dismissed or stayed within thirty (30) days after the entry or filing thereof;

(h) If an application is made by the Borrower or the Company for the appointment of a receiver, trustee or custodian for the Collateral or any other of the assets of the Borrower or the Company;

(i) If an application is made by any person other than the Borrower or the Company for the appointment of a receiver, trustee, or custodian for the Collateral or any other of the assets of the Borrower or the Company and the same is not dismissed within thirty (30) days after the application thereof;

(j) If a contribution failure occurs with respect to any pension plan maintained by the Company or any corporation, trade or business that is, along with the Company, a member of a controlled group of corporations or a controlled group of trades or businesses (as described in Sections 414(b) and (c) of the Internal Revenue Code of 1986) sufficient to give rise to a lien under Section 302(f) of the Employee Retirement Income Security Act of 1974, as amended;

(k) If any provision of the Multi-Draw Note, the Installment Note, the December 2001 Promissory Note, the May 2001 Promissory Note, the Loan Agreements, the Mortgage (as amended and modified by the Prior Amendments and the Modification Agreement), the Assignment (as amended and modified by the Prior Amendments and the Modification Agreement) or any of the other Original Loan Documents or Other Loan Documents shall for any reason cease to be valid and binding on or enforceable against the Borrower or the Company or the Borrower or the Company shall so state in writing or bring an action to limit its obligations or liabilities thereunder;

(l) If any of the Borrower, the Company or the Guarantor is in default in the payment of any obligations, indebtedness or other liabilities to any third party and such default is declared and is not cured within the time, if any, specified therefor in any agreement governing the same;

(m) If the Mortgage (as amended and modified by the Prior Amendments and the Modification Agreement), the Assignment (as amended and modified by the Prior Amendments and the Modification Agreement) or the Loan and Security Agreement shall for any reason (other than pursuant to the terms thereof) cease to create a valid security interest in the collateral purported to be covered thereby or such security interest shall for any reason cease to be a perfected security interest, except as permitted thereunder;

(n) If the Borrower or the Company, without the prior written consent of the Lender, further mortgages, grants a deed of trust, pledges or encumbers, whether by operation of law or otherwise, all or any interest in the Collateral (the acceptance of any payment after such mortgage, grant, pledge or encumbrance shall not be construed as the consent of the Lender or

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any holder of this Note to such mortgage, grant, pledge or encumbrance, nor shall it affect the right to proceed with such action as the Lender or any holder of this Note may deem necessary);

(o) The death or incompetency of the Guarantor or the revocation, termination or cancellation of the guaranty without the written consent of the Lender; or

(p) If the Lender is reasonably insecure.

Upon the occurrence of an Event of Default, at the option of the Lender or other holder of this Note and without notice to or demand of the Borrower: (a) all indebtedness evidenced hereby, including without limitation principal and all accrued and unpaid interest thereon, shall become immediately due and payable; (b) the Lender or other holder of this Note may exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant jurisdiction and any other applicable law upon default by a debtor; (c) the Lender or other holder of this Note may enter, with or without process of law and without breach of the peace, any premises where the Collateral is or may be located, and may seize or remove the Collateral from said premises and/or remain upon said premises and use the same for the purpose of collecting, preparing and disposing of the Collateral; and/or (d) the Lender or other holder of this Note may sell or otherwise dispose of all or any part of the Collateral at public or private sale, provided, however, that the Borrower shall be credited with the net proceeds of any such sale only when the same are actually received by the Lender.

Upon the occurrence of an Event of Default, immediately upon demand by the Lender, the Borrower shall assemble the Collateral and make it available to the Lender at a place or places to be designated by the Lender.

Payment of Costs

If any amount owing under this Note or in connection with the indebtedness evidenced hereby is not paid when due, whether at maturity or by acceleration, the Borrower promises to pay all costs of collection, including without limitation attorneys' fees and legal expenses, and all other expenses incurred in connection with the protection or realization of any security given for the payment hereof, incurred by the holder hereof on account of such collection, whether or not suit is filed hereon.

No Waiver

No delay on the part of the Lender in the exercise of any right or remedy shall operate as a waiver thereof. The Lender's remedies are cumulative and no single or partial exercise of any right or remedy available to the Lender shall preclude other or further exercise thereof or the exercise of any other right or remedy.

Miscellaneous

The Borrower hereby: (a) represents and warrants to the Lender that the Borrower shall use the proceeds of the New Loan solely for proper business purposes, and consistently with all

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applicable laws and statutes; (b) waives demand, presentment for payment and protest, notice of presentment, nonpayment, protest, notice of protest, default, maturity, release, compromise, settlement, extension or renewal and all other notice, filing of suit and diligence in collecting this Note or enforcing any of the security hereof and hereby ratifies whatever the Lender may do in this regard; (c) agrees to any substitution, exchange or release of any party primarily or secondarily liable hereon; (d) agrees that the Lender or other holder hereof shall not be required first to institute suit or exhaust its remedies hereon against the Borrower, or others liable or to become liable hereon, or to enforce its rights against any security hereof in order to enforce payment of this Note by them; (e) consents to any extension or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice thereof to any of them; and (f) agrees that the failure to exercise any option or election herein provided upon the occurrence of any default in respect hereto shall not be construed as a waiver of the right to exercise such option or election at any later date or upon the occurrence of a subsequent default in respect hereto. Any waiver of a default in respect hereto shall not suspend, waive or affect any other default in respect hereto.

Full Authorization

Borrower represents that Borrower has full power, authority and legal right to execute and deliver this Note and that the debt evidenced hereby constitutes a valid and binding obligation of the Borrower strictly enforceable in accordance with its terms. If the Borrower consists of more than one person or entity, the liability of each hereunder shall be joint and several.

Governing Law

This Note has been executed in, and shall be governed by the laws of, the State of Illinois, which laws shall also govern and control the construction, enforceability, validity and interpretation of this Note.

Forum Selection

TO INDUCE THE LENDER TO ACCEPT THIS NOTE AND TO MAKE THE NEW LOAN CONTEMPLATED HEREIN, THE BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO THE LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS NOTE SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. THE BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. THE BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST THE BORROWER BY THE LENDER IN ACCORDANCE WITH THIS PARAGRAPH.

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Waiver of Jury Trial

THE BORROWER HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (A) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS NOTE OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED IN CONNECTION HEREWITH, OR (B) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS NOTE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY.

Trustee Exculpation

This Note is executed by ITASCA BANK & TRUST CO., not personally, but as Trustee as aforesaid, in the exercise of the powers and authority conferred upon and vested in it as such Trustee (and said Trustee in its respective personal and individual capacities hereby warrants that it as Trustee as set forth herein possess full power and authority to execute this instrument), and it is expressly understood and agreed by the Lender, and by every person now or hereafter claiming any right hereunder, that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

[SIGNATURE PAGE FOLLOWS]

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

ITASCA BANK & TRUST CO., not personally, but solely as Trustee under Trust Agreement dated as of August 25, 1987 and known as Trust No. 10502

By: *David Rogers* See Exculpatory Rider Attached & Made an Express Part Of This Instrument
Its: AVP & Trust Officer

Attest:

By: *Judith [Signature]* See Exculpatory Rider Attached & Made an Express Part Of This Instrument
Its: Senior VP

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EXULPATORY RIDER

This instrument is executed by *Itasca Bank & Trust Co.*, as Trustee under the provisions of a Trust Agreement dated, 8/25/1987 and known as **Trust Number 10502**, and not personally but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust, and Itasca Bank & Trust Co., warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee, are each and every one of them not made with the intention of binding Itasca Bank & Trust Co., in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against Itasca Bank & Trust Co., on account of any representations, warranties (including, but not limited to any representations and/or warranties regarding potential and/or existing hazardous waste) covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste law) hereunder being specifically limited to the trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any cost, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempt; nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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