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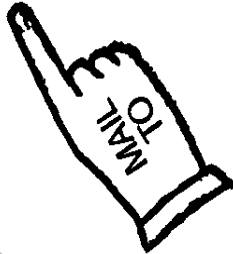
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2002-06-07 15:26:58
Cook County Recorder 69.50

This instrument prepared by
and please return to:
Kimberly K. Enders, Esq.
100 West Monroe Street #1500
Chicago, Illinois 60603



0020641410



Property of Cook County Clerk's Office

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475000/475001/409212
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PARCEL NO. 1:
COMMONLY KNOWN AS: 13319 S. Brainard Avenue, Chicago, Illinois
P.I.N.: 26-31-116-020

PARCEL NO. 2:
COMMONLY KNOWN AS: 3401 West Roosevelt Road, Chicago, Illinois
P.I.N.: 16-23-201-013, 16-23-201-012, 16-23-201-011,
16-23-201-010, 16-23-201-009, 16-23-201-008
16-23-201-041

NOTE: Parcel Nos. 3, 4 and 5 omitted intentionally

PARCEL NO. 6:
COMMONLY KNOWN AS: 11438 S. Michigan, Chicago, Illinois
P.I.N.: 25-22-118-013, 25-22-118-014, 25-22-118-015,
25-22-118-016, 25-22-118-017, 25-22-118-018

SEVENTH LOAN MODIFICATION AGREEMENT

This instrument is a Seventh Loan Modification Agreement ("Seventh Modification") by and among LaSalle Bank National Association, a national banking association ("Lender"), LaSalle Bank National Association, as Trustee ("Trustee No. 1"), under Trust Agreement dated June 2, 1997 and known as its Trust No. 121056, and not individually ("Trust No. 1"), LaSalle Bank National Association, as Trustee ("Trustee No. 2"), under Trust Agreement dated June 2, 1997 and known as its Trust No. 121055, and not individually ("Trust No. 2"), LaSalle Bank National Association, as

successor to American National Bank and Trust Company of Chicago ("Trustee No. 6") under Trust Agreement dated February 1, 1995 and known as its Trust No. 120064-09 ("Trust No. 6"), Musa P. Tadros ("Musa Tadros") and the Musa Tadros Family Limited Partnership, an Illinois limited partnership ("Beneficiary"). Trustee No. 1, Trustee No. 2, Trustee No. 6, Beneficiary and Musa Tadros are sometimes collectively referred to herein as "Borrowers."

RECITALS:

A. Trustee No. 1 holds fee simple title to certain real estate commonly known as 13319 S. Brainard Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Parcel No. 1"). Trustee No. 2 holds fee simple title to certain real estate commonly known as 3401 West Roosevelt Road, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Parcel No. 2"). Trustee No. 6 holds fee simple title to certain real estate commonly known as 11432-58 South Michigan, Chicago, Illinois ("Parcel No. 6"). Parcel No. 1, Parcel No. 2 and Parcel No. 6 are sometimes collectively referred to herein as the "Real Estate." Musa Tadros and Mansour Tadros ("Original Beneficiaries") have been the beneficiaries of Trust No. 1, Trust No. 2 and Trust No. 6 (collectively "Trusts").

B. On June 24, 1997, Trustee No. 1, Original Beneficiaries and certain other parties executed and delivered to Lender a Promissory Note in the amount of \$171,500 ("Note No. 1") which evidences a loan in the amount of \$171,500 ("Loan No. 1"). To secure Note No. 1, Trustee No. 1, Original Beneficiaries and certain other parties executed and delivered to Lender the following documents, among other documents ("Security Documents No. 1"):

1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage No. 1") executed by Trustee No. 1 and Original Beneficiaries

covering Parcel No. 1, which Mortgage No. 1 was recorded with the Cook County Recorder of Deeds on June 26, 1997, as Document No. 97461076;

- 2. an Environmental Indemnity Agreement executed by Original Beneficiaries;
- 3. a Collateral Assignment of Beneficial Interest in Land Trust executed by Original Beneficiaries and accepted by Trustee No. 1; and
- 4. UCC-1 Financing Statements in connection with Mortgage No. 1 executed by Trustee No. 1 and Original Beneficiaries, which were filed with the Secretary of State of Illinois.

C. On July 2, 1997, Original Beneficiaries and Trustee No. 2 executed and delivered to Lender a Promissory Note in the amount of \$1,300,000 ("Note No. 2") which evidences a loan in the amount of \$1,300,000 ("Loan No. 2"). To secure Note No. 2, Original Beneficiaries and Trustee No. 2 executed and delivered to Lender the following documents, among other documents ("Security Documents No. 2"):

- 1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement covering Parcel No. 2 ("Mortgage No. 2") executed by Trustee No. 2 and Original Beneficiaries covering Parcel No. 2, which Mortgage No. 2 was recorded with the Cook County Recorder of Deeds on July 17, 1997, as Document No. 9749027,
- 2. an Environmental Indemnity Agreement executed by Original Beneficiaries;
- 3. a Collateral Assignment of Beneficial Interest in Land Trust executed by Original Beneficiaries and accepted by Trustee No. 2; and
- 4. UCC-1 Financing Statements in connection with Mortgage No. 2 executed by Trustee No. 2 and Original Beneficiaries, which were filed with the Secretary of State of Illinois.

D. Also on July 2, 1997, Original Beneficiaries and certain other parties executed and delivered to Lender a Promissory Note in the amount of \$1,180,000 ("Note No. 3") which evidenced a loan in the amount of \$1,180,000 ("Loan No. 3"), which has since been paid in full.

E. Also on July 2, 1997, Borrowers and Lender entered into a Loan Modification Agreement ("Modification"), which was recorded with the Cook County Recorder of Deeds on July 17, 1997, as Document No. 97516332. Pursuant to the Modification, Mortgage No. 1 and Security Documents No. 1 were modified to secure Loan No. 2 and Loan No. 3.

F. On August 20, 1997, Original Beneficiaries and certain other parties executed and delivered to Lender a Promissory Note in the amount of \$345,000 ("Note No. 4") which evidenced a loan in the amount of \$345,000 ("Loan No. 4"). Loan No. 4 has since been paid in full.

G. Also on August 20, 1997, Original Beneficiaries and certain other parties executed and delivered to Lender a Promissory Note in the amount of \$300,000 ("Note No. 5") which evidenced a loan in the amount of \$300,000 ("Loan No. 5"). Loan No. 5 has since been paid in full.

H. Also on August 20, 1997, Lender, Trustee No. 1, Trustee No. 2 and Original Beneficiaries entered into a Second Loan Modification Agreement ("Second Modification"), which was recorded with the Cook County Recorder of Deeds on August 26, 1997, as Document No. 97628300. Pursuant to the Second Modification, Mortgage No. 1, Mortgage No. 2 (collectively "Mortgages"), Security Documents No. 1 and Security Documents No. 2 and certain other loan documents were modified to secure Loan No. 4 and Loan No. 5.

I. Certain other loan documents securing Loan No. 3, Loan No. 4 and Loan No. 5 have been released.

J. On February 6, 1998, Trustee No. 6 and Original Beneficiaries executed and delivered to Lender a Promissory Note in the amount of \$900,000 ("Note No. 6") which evidences a loan in

the amount of \$900,000 ("Loan No. 6"). To secure Note No. 6, Trustee No. 6 and Original Beneficiaries executed and delivered to Lender the following documents, among other documents ("Security Documents No. 6"):

1. Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage No. 6") executed by Trustee No. 6 and Original Beneficiaries covering Parcel No. 6, which Mortgage No. 6 was recorded with the Cook County Recorder of Deeds on February 13, 1998, as Document No. 98-118773;
2. an Environmental Indemnity Agreement executed by Original Beneficiaries;
3. a Collateral Assignment of Beneficial Interest in Land Trust executed by Original Beneficiaries and accepted by Trustee No. 6;
4. UCC-1 Financing Statements in connection with Mortgage No. 6 executed by Trustee No. 6 and Original Beneficiaries, which were filed with the Secretary of State of Illinois;
5. a Non-Disturbance and Attornment Agreement executed by C&K Beauty Supply, Inc. and Lender, which was recorded with the Cook County Recorder of Deeds on February 13, 1998, as Document No. 98-118774;
6. a Management Services Subordination Agreement executed by Crown Commercial Realty, which was recorded with the Cook County Recorder of Deeds on February 13, 1998, as Document No. 98-118775; and
7. a Subordination, Non-Disturbance and Attornment Agreement executed by Lender, Trustee No. 6 and Hollywood Entertainment Corporation, which was recorded with the Cook County Recorder of Deeds on February 13, 1998, as Document No. 98-118777.

K. On December 1, 2000, Lender, Trustee No. 1, Trustee No. 2 and Original Beneficiaries entered into a Third Loan Modification Agreement ("Third Modification"), pursuant

to which Lender agreed to extend the date for payment of Note No. 1 ("Maturity Date") until June 1, 2001. The Third Modification covered Parcel No. 1 and Parcel No. 2 and was recorded with the Cook County Recorder of Deeds on March 6, 2001, as Document No. 0010172176.

L. On August 22, 2001, Lender, Trustee No. 1, Trustee No. 2 and Original Beneficiaries entered into a Fourth Loan Modification Agreement ("Fourth Modification"), pursuant to which Lender agreed to extend Maturity Date of Note No. 1 until October 1, 2001. The Fourth Modification covered Parcel No. 1 and Parcel No. 2 and was recorded with the Cook County Recorder of Deeds on September 18, 2001, as Document No. 0010866842.

M. On October 1, 2001, Lender, Trustee No. 1, Trustee No. 2 and Original Beneficiaries entered into a Fifth Loan Modification Agreement ("Fifth Modification"), pursuant to which Lender agreed to extend the maturity date of Note No. 1 until February 1, 2002. The Fifth Modification covered Parcel No. 1 and Parcel No. 2 and was recorded with the Cook County Recorder of Deeds on January 8, 2001, as Document No. 002-002523.

N. On November 6, 2001, Mansour Tadros assigned all of his right, title and interest in the beneficial interest of Trust No. 1, Trust No. 2 and Trust No. 6 to Musa Tadros.

O. On April 29, 2002, Lender, Trustee No. 1, Trustee No. 2 and Musa Tadros entered into a Sixth Loan Modification Agreement ("Sixth Modification"), pursuant to which Lender agreed to extend the maturity date of Note No. 1 until October 1, 2002, consented to the transfer of the beneficial interest of Trust No. 1 and Trust No. 2 to Musa Tadros and released Mansour Tadros from his liability to repay Loan No. 1 and Loan No. 2. The Sixth Modification covered Parcel No. 1 and Parcel No. 2 and was recorded with the Cook County Recorder of Deeds on May 14, 2002, as Document No. 0020549063.

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P. Note No. 1 matures on October 1, 2002, and there remains approximately \$142,100.00 outstanding. Note No. 2 matures on August 1, 2015, and there is currently outstanding approximately \$1,130,742. Note No. 6 matures on December 1, 2002, and there is currently outstanding approximately \$749,613.

Q. Borrowers have now requested Lender to do the following:

- (a) consent to an assignment of the beneficial interests of Trust No. 6 from Mansour Tadros to Musa Tadros;
- (b) to release Mansour Tadros from his obligations to repay Loan No. 6;
- (c) consent to assignments of the beneficial interest of Trust No. 1, Trust No. 2 and Trust No. 6 from Musa Tadros to the Musa Tadros Family Limited Partnership;
- (d) to increase the amount of Loan No. 1 by \$2,900, to the amount of \$145,000, and to extend the maturity date of Note No. 1 until December 1, 2005; and
- (e) to increase the amount of Loan No. 6 by \$224,387, to the amount of \$974,000, and to extend the maturity date of Note No. 6 until May 1, 2007.

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 parties agree as follows:

1. Lender hereby consents to an assignment by Mansour Tadros to Musa Tadros or his nominee of all of the interest of Mansour Tadros in Trust No. 6. Lender hereby releases Mansour Tadros from all of his obligations to repay Loan No. 6, including but not limited to the obligations set forth in Note No. 6 and the security documents and items to secure said Notes.

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2. Lender hereby consents to assignments of the beneficial interest of Trust No. 1, Trust No. 2 and Trust No. 6 by Musa Tadros to the Musa Tadros Family Limited Partnership.

3. Trustee No. 1, Trustee No. 2, Trustee No. 6 and Musa Tadros hereby agree to pay Lender the outstanding indebtedness of Loan No. 1 as evidenced by Note No. 1, Loan No. 2 as evidenced by Note No. 2 and Loan No. 6 as evidenced by Note No. 6 and the Mortgages and loan documents listed in Recitals B, C, E, H, J, K, L and M (collectively "Loan Documents") and to perform individually all covenants and conditions contained in the Loan Documents. Trustee No. 1, Trustee No. 2 and Trustee No. 6 and Musa Tadros hereby remake and affirm the representations and warranties contained in Note No. 1, Note No. 2, Note No. 6 and the Loan Documents.

4. Lender agrees to extend the maturity date set forth in subparagraph (b) of Note No. 1 from October 1, 2002 to December 1, 2005 and to increase the amount of Note No. 1 by \$2,900 to the amount of \$145,000. Trustee No. 1, Trustee No. 2, Trustee No. 6 and Musa Tadros will execute a Revised Promissory Note in the amount of \$145,000 ("Revised Note No. 1"), in form and substance as set forth in Exhibit B attached hereto. All references to Note No. 1 in the Security Documents are modified and amended to refer to the Revised Note No. 1 executed pursuant to this Seventh Modification.

5. Lender agrees to extend the maturity date set forth in subparagraph (b) of Note No. 6 from December 1, 2002 to May 1, 2007 and to increase the amount of Note No. 6 by \$224,387 to the amount of \$974,000. Trustee No. 1, Trustee No. 2, Trustee No. 6 and Musa Tadros will execute a Revised Promissory Note in the amount of \$974,000 ("Revised Note No. 6"), in form and substance as set forth in Exhibit C attached hereto. All references to Note No. 6 in the Security Documents are modified and amended to refer to Revised Note No. 6 as executed pursuant to this Seventh Modification.

6. The Loan Documents are hereby modified and amended to secure Revised Note No. 1, Note No. 2 and Revised Note No. 6. Any reference to "Note" or "Indebtedness Hereby Secured" shall include Revised Note No. 1, Note No. 2 and Revised Note No. 6 (collectively, the "Notes"). Specifically, each of Mortgage No. 1, Mortgage No. 2 and Mortgage No. 6 shall collectively secure Revised Note No. 1, Note No. 2 and Revised Note No. 6. In the event of a default of any of Revised Note No. 1, Note No. 2 or Revised Note No. 6 or any of the Loan Documents evidencing or securing Loan No. 1, Loan No. 2 or Loan No. 6, such default shall be a default of each and every one of Revised Note No. 1, Note No. 2 and Revised Note No. 6 and the Loan Documents evidencing and securing these Notes.

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

- (a) Revised Promissory Note No. 1 in the amount of \$145,000 executed by Trustee No. 1, Trustee No. 2, Trustee No. 6 and Musa Tadros;
- (b) Revised Promissory Note No. 6 in the amount of \$974,000 executed by Trustee No. 1, Trustee No. 2, Trustee No. 6 and Musa Tadros;
- (c) a Guaranty of Notes, Seventh Loan Modification Agreement and Other Undertakings executed by Musa Tadros as Trustee of the Musa Tadros Trust and Paula Tadros as Trustee of the Paula Tadros Trust;
- (d) UCC-1 Financing Statements of Borrowers;
- (e) UCC-1 Authorizations executed by Borrowers;
- (f) certified copies of the Letters of Direction to Trustee No. 1, Trustee No. 2 and Trustee No. 6 authorizing execution of this Seventh Modification;

(g) a loan title insurance endorsement to each title insurance policy insuring the Mortgages as modified by this Seventh Modification and which extends the effective date of each loan title insurance policy until the recording date of this Seventh Modification and increases the amount of insurance by \$227,287;

(h) a Loan Settlement Statement showing payment of Lender's expenses as set forth in Section 10 hereof;

(i) updated evidence of insurance for the Real Estate as set forth in Section 4 of the Mortgages;

(j) copies of the most recent tax bills for the Real Estate;

(k) a certified copy of the Settlement Agreement in Case No. 00 CH 1110 filed with the Clerk of Court of Will County, Illinois and all orders subsequently entered;

(l) certified copies of the Assignment of Beneficial Interest of Trust No. 6 from Mansour Tadros to Musa Tadros;

(m) certified copies of the Assignments of Beneficial Interest of Trust No. 1, Trust No. 2 and Trust No. 6 from Musa Tadros to the Musa Tadros Family Limited partnership;

(n) a certified copy of a general release of Musa Tadros executed by Mansour Tadros and a dismissal order covering Case No. 00CH 1100;

(o) a certified current rent roll;

(p) certified copies of all leases presently in effect for the Real Estate;

(q) estoppel certificates and acknowledgments of the assignments (if applicable) from each of the tenants of the Real Estate;

(r) organizational documents of the Musa Family Limited Partnership as follows:

i) certified copy of Partnership Agreement;

- ii) certified copy of Certificate of Limited Partnership;
- iii) Certificate of Existence;
- (s) organizational documents of Crown Commercial Real Estate and

Development, Inc., as follows:

- i) certified copy of Articles of Incorporation;
- ii) certified copy of By-laws;
- iii) certified copy of Corporate Resolution;
- iv) Certificate of Good Standing;
- (t) certified copy of the Musa Tadros Trust;
- (u) certified copy of the Paula Tadros Trust; and
- (v) such other documents and items as reasonably requested by Lender.

8. Musa Tadros attests that except as previously disclosed to Lender, there are no claims, litigation or proceedings whether or not pending, threatened or imminent against or otherwise affecting Musa Tadros or the Real Estate which involves the possibility of any judgment or liability not fully covered by insurance of which may result in a material adverse change in the business, properties or condition, financial or otherwise, of Musa Tadros or the Real Estate. Musa Tadros covenants and agrees that he will vigorously pursue all reasonable efforts to resolve all litigation currently pending, including but not limited to Case No. 00 CH 1110 described in Section 7(j) hereof.

9. This Seventh Modification shall constitute an amendment of Notes and Security Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Notes ("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 Security Documents, or the covenants, conditions and agreements therein contained or contained in the Notes.

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

11. Borrowers hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

12. Borrowers hereby agree to pay Lender's fee in the amount of \$13,276.50 and all of Lender's expenses arising out of and in connection with this Seventh Modification including, but not limited to, title insurance premium, recording fees and attorneys' fees performed in the preparation of necessary documentation.

13. It shall be an Event of Default of Revised Note No. 1, Note No. 2, Revised Note No. 6 and all other Loan Documents if any of the following occurs:

- (a) any amendment is made to the Musa Tadros Family Limited Partnership Agreement without Lender's consent;
- (b) any sale or assignment of any partnership interest in Beneficiary occurs without Lender's consent;
- (c) Musa Tadros fails to hold a majority interest in the general partner of Beneficiary;
- (d) Beneficiary is not the manager of the Real Estate; or
- (e) Musa Tadros is not actively involved with the management of the Real Estate and the business of the Beneficiary.

14. This Seventh Modification and the documents executed pursuant hereto may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

15. Borrowers hereby irrevocably submit to the jurisdiction of any state or federal court sitting in Chicago, Illinois over any action or proceeding based hereon and Borrowers hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in such state or federal court. Borrowers hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrowers irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Borrowers at their addresses as specified in the records of Lender. Borrowers agree 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.

16. Borrowers agree 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 hereinabove 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 Borrowers or their property in the courts of any other jurisdictions.

17. Borrowers knowingly, voluntarily and intentionally waive irrevocably the right they may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with the Notes, this Seventh Modification, the Mortgages, the Security Documents or the Real Estate, or any agreement executed or contemplated to be executed in conjunction

herewith or any course of conduct or course of dealing in which Borrowers and Lender are adverse parties. This provision is a material inducement for Lender in granting any financial accommodation to Borrowers, or any of them.

18. All terms contained in this Modification which are not otherwise defined herein shall, unless the context indicates otherwise, have the meanings provided for by the Uniform Commercial Code in effect from time to time, including, without limitation, as amended by Revised Article 9 of the Uniform Commercial Code as enacted in the state of Illinois on July 1, 2001, to the extent the same are used or defined therein.

19. This instrument is executed by LaSalle Bank National Association, as Trustee, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.

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

May 30, 2002.

TRUSTEES:

LaSalle Bank National Association, as Trustee under Trust No. 121056 dated June 2, 1997, and not individually

By: *Katherine E Shields*
Its LAND TRUST ADMINISTRATOR

Attest: ~~Attestation not required by~~
Its LaSalle Bank National Association Bylaws

LaSalle Bank National Association, as Trustee under Trust No. 121055 dated June 2, 1997, and not individually

By: *Katherine E Shields*
Its LAND TRUST ADMINISTRATOR

Attest: ~~Attestation not required by~~
Its LaSalle Bank National Association Bylaws

LaSalle Bank National Association, as successor to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 120064-09 dated February 1, 1995, and not individually

By: *Katherine E Shields*
Its LAND TRUST ADMINISTRATOR

Attest: ~~Attestation not required by~~
Its LaSalle Bank National Association Bylaws

MUSA P. TADROS:

Musa P. Tadros
Musa P. Tadros

BENEFICIARY:

Musa Tadros Family Limited Partnership, an Illinois limited partnership

By: Crown Commercial Real Estate and Development, Inc., an Illinois corporation

By: *Musa P. Tadros*
Its President

Attest: *Musa P. Tadros*
Its Secretary

LENDER:

LaSalle Bank National Association, formerly known as LaSalle National Bank

By: *[Signature]*
Its VICE PRESIDENT

Attest: _____
Its _____

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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 Musa P. Tadros, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal May 30, 2002.

Sue A. Minton
Notary Public

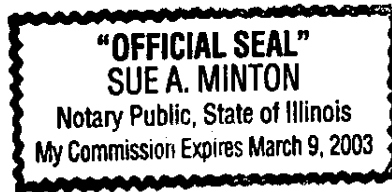


STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Musa P. Tadros and _____, President and Secretary, respectively, of Crown Commercial Real Estate and Development, Inc., an Illinois corporation, general partner of the Musa Tadros Family Limited Partnership, an Illinois limited partnership, 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 limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal May 30, 2002.

Sue A. Minton
Notary Public



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

MELISSA ROBINSON, a Notary Public in and for the State and County aforesaid, do hereby certify that **KATHLEEN E. SHIELDS** ~~LAND TRUST ADMINISTRATOR~~ ~~President and Secretary, respectively,~~ of LaSalle Bank National Association, formerly known as LaSalle National Bank, personally known to me to be the same person 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal MAY 31, 2002.

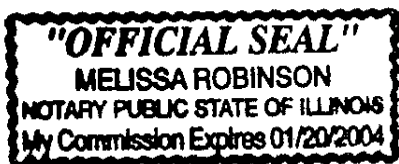


Melissa Robinson
Notary Public

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 **KATHLEEN E. SHIELDS** ~~LAND TRUST ADMINISTRATOR~~ ~~President and Secretary, respectively,~~ of LaSalle Bank National Association, as Trustee and not individually, 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 Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal MAY 31, 2002.



Melissa Robinson
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)

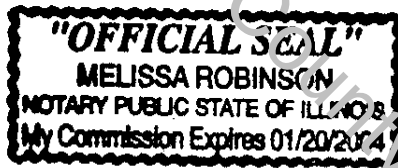
I MELISSA ROBINSON Notary Public in and for said County in the State aforesaid,
DO HEREBY CERTIFY THAT

KATHLEEN E. SHIELDS Trust Administrator of LASALLE BANK NATIONAL ASSOCIATION personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Administrator respectively, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposed therein set forth; and said Officer did also then and there acknowledged that he, as custodian of the Corporate so then and there acknowledged that he, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal of said Bank to said instrument as his own free and voluntary act, as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my name and notarial seal this 31st day of May, 2002.

Melissa Robinson
NOTARY PUBLIC

My commission Expires:

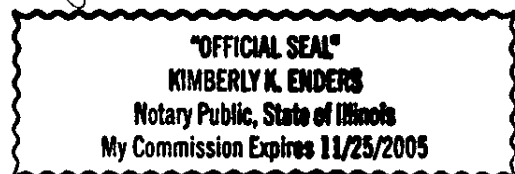


STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Kimberly Enders, a Notary Public in and for the State and County aforesaid, do hereby certify that Tony Hernandez, Vice President of LaSalle Bank National Association, formerly known as LaSalle National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act 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 June 1, 2002.

Kimberly K. Enders
Notary Public



UNOFFICIAL COPY

Property of Cook County Clerk's Office

Notary Public, State of Illinois
KIMBERLY K. ENDERS
My Commission Expires 1/28/2008
"OFFICIAL SEAL"

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL NO. 1:

A tract of land comprising part of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 31, Township 37 North, Range 15 East of the Third Principal Meridian, said tract of land being described as follows:

Beginning at a point on a line drawn parallel with and 33 feet South of the North line of said South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 31, said parallel line being the South line of East 133rd Street and said point of beginning being on the West line of Cox's Second Subdivision, said West line being the East line of the West 1/2 of the West 1/2 of the Southeast 1/4 of said Southeast 1/4 of the Northwest 1/4 of Section 31; thence West along said South line of East 133rd Street a distance of 188.75 feet to the East face of a concrete walk; thence Southeasterly along a line forming an angle of 63 degrees 01 minutes from East to Southeasterly with said South line of 133rd Street, a distance of 63.09 feet to an iron stake; thence Southwesterly, perpendicular to the Northeasterly line of the 60 foot right of way of Brainard Avenue, a distance of 49 feet to said Northeasterly line of Brainard Avenue; thence Southeasterly, along said Northeasterly line of Brainard Avenue, a distance of 279.15 feet to an intersection with said West line of Cox's Second Subdivision; thence North along said West line a distance of 290.41 feet to the point of beginning, in Cook County, Illinois.

COMMONLY KNOWN AS: - 13312 S. Brainard Avenue, Chicago, Illinois
P.I.N.: 26-31-16-020

PARCEL NO. 2:

Lots 1 through 15, both inclusive, in Block 1 in D. Goodwin's Subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 3401 West Roosevelt Road, Chicago, Illinois
P.I.N.: 16-23-201-013, 16-23-201-012, 16-23-201-011
16-23-201-010, 16-23-201-009, 16-23-201-008
16-23-201-041

PARCEL NO. 6:

Lots 21 through 31, both inclusive, in Block 1 in E. Stanwood's Subdivision of the South 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 11432-58 South Michigan, Chicago, Illinois

P.I.N.: 25-22-118-013 (Affects Lot 31)
25-22-118-014 (Affects Lot 30)
25-22-118-015 (Affects Lots 28 and 29)
25-22-118-016 (Affects Lot 27)
25-22-118-017 (Affects Lot 26)
25-22-118-018 (Affects Lots 21 through 25, both inclusive)

EXHIBIT B

PROMISSORY NOTE
(“Revised Note No. 1”)

\$145,000.00 _____, 2002

FOR VALUE RECEIVED the undersigned, Musa P. Tadros, the Musa Tadros Family Limited Partnership, an Illinois limited partnership, and LaSalle Bank National Association, as Trustee under Trust No. 121056 dated June 2, 1997, LaSalle Bank National Association, as successor to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 120064-09 dated February 1, 1995 and LaSalle Bank National Association, as Trustee under Trust No. 121055 dated June 2, 1997 (collectively "Borrowers"), jointly and severally promise to pay to the order of LaSalle Bank National Association (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of One Hundred Forty-Five Thousand Dollars (\$145,000), 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.

(a) On July 1, 2002, and on the first day of each succeeding month thereafter to and including December 1, 2005, there shall be paid on account of this Note the amount of \$_____, which such payment shall be applied first to interest at a rate of ___% per annum and the remainder to principal.

(b) On December 1, 2005 ("Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

Interest shall be calculated and paid on the basis of a year having 360 days and a month having 30 days.

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 LaSalle Bank National Association, 135 South LaSalle Street, Chicago, Illinois 60603.

The balance due on account of this Note may be prepaid, without premium or penalty, in whole or in part, and all accrued interest thereon shall be payable and shall be paid on the date of prepayment.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest or principal is not paid within fifteen (15) days after the date the same is due, the undersigned promises to pay a "Late Charge" of five (5%) 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 Seventh Loan Modification Agreement executed concurrently herewith ("Seventh Modification"). This Note replaces that certain Promissory Note in the amount of \$171,500 ("Original Note") made by Borrowers on June 24, 1997. The Original Note is secured by a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage No. 1") executed on June 24, 1997 and recorded with the Cook County Recorder of Deeds on June 26, 1997 as Document No. 97461076 and a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage No. 2") made by LaSalle Bank National Association as Trustee

EXHIBIT B

under Trust No. 121055 dated June 2, 1997, Musa P. Tadros and Mansour Tadros and executed on July 2, 1997, and recorded with the Cook County Recorder of Deeds on July 17, 1997 as Document No. 9749027. 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 in the Original Note are unchanged. Pursuant to the Seventh Modification, Mortgage No. 1 and Mortgage No. 2 and other security documents are modified to secure this Note. Also pursuant to the Seventh Modification, a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement made by LaSalle Bank National Association as Trustee under Trust No. 120064-09 dated February 1, 1995 ("Mortgage No. 6") was modified to secure this Note.

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 a default for fifteen (15) days after fifteen (15) days written notice from Holder 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 Mortgages.

Under the provisions of the Mortgages 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 Mortgages are, by this reference, incorporated herein in its entirety and notice is given of such possibility of acceleration.

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

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 three (3%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

Borrowers waive presentment, notice of default, notice of dishonor, protest and notice of protest.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by wire transfer or other delivery to Borrowers, Escrowees or otherwise for the benefit of Borrowers shall, for all purposes, be deemed outstanding here-under and received by Borrowers as of the date of such mailing, 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 Borrowers.

Borrowers knowingly, voluntarily and intentionally waive irrevocably the right they 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, the Mortgages 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 Borrowers are adverse parties. This provision is a material inducement for Holder in granting any financial accommodation to Borrowers.

UNOFFICIAL COPY

EXHIBIT B

This Note is executed by LaSalle Bank National Association, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on LaSalle Bank National Association, personally to pay any indebtedness arising or accruing under or pursuant to this Note, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of LaSalle Bank National Association, if any, being expressly waived by each and every person now or hereafter claiming any right under this Note.

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

LaSalle Bank National Association, as Trustee under Trust Agreement No. 121056 dated June 2, 1997

LaSalle Bank National Association, as Trustee under Trust No. 121055 dated June 2, 1997, and not individually

By: _____
Its _____

By: _____
Its _____

Attest: _____
Its _____

Attest: _____
Its _____

LaSalle Bank National Association, as Successor Trustee of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement No. 120064-09 dated February 1, 1995

COPY

By: _____
Its _____

Musa P. Tadros

Attest: _____
Its _____

Musa Tadros Family Limited Partnership, an Illinois limited partnership

By: Crown Commercial Real Estate and Development, Inc., an Illinois corporation

By: _____
Its _____

Attest: _____
Its _____

EXHIBIT C

PROMISSORY NOTE
(“Revised Note No. 6”)

\$974,000.00 _____, 2002

FOR VALUE RECEIVED the undersigned, Musa P. Tadros, the Musa Tadros Family Limited Partnership, an Illinois limited partnership, and LaSalle Bank National Association, as successor to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 120064-09 dated February 1, 1995, LaSalle Bank National Association, as Trustee under Trust No. 121056 dated June 2, 1997, and LaSalle Bank National Association, as Trustee under Trust No. 121055 dated June 2, 1997 (collectively "Borrowers"), jointly and severally promise to pay to the order of LaSalle Bank National Association (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of Nine Hundred Seventy Four Thousand Dollars (\$974,000), 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.

(a) On July 1, 2002, and on the first day of each succeeding month thereafter to and including December 1, 2007, there shall be paid on account of this Note the amount of \$ _____, which such payment shall be applied first to interest at a rate of ____% per annum and the remainder to principal.

(b) On May 1, 2007 ("Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

Interest shall be calculated and paid on the basis of a year having 360 days and a month having 30 days.

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 LaSalle Bank National Association, 135 South LaSalle Street, Chicago, Illinois 60603.

The balance due on account of this Note may be prepaid, without premium or penalty, in whole or in part, and all accrued interest thereon shall be payable and shall be paid on the date of prepayment.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest or principal is not paid within fifteen (15) days after the date the same is due, the undersigned promises to pay a "Late Charge" of five (5%) 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 Seventh Loan Modification Agreement executed concurrently herewith ("Seventh Modification"). This Note replaces that certain Promissory Note in the amount of \$900,000 ("Original Note") made by Borrowers on June 24, 1997. The Original Note is secured by a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement made by LaSalle Bank National Association as Trustee under Trust No. 120064-09 dated February 1, 1995 ("Mortgage No. 6"). 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 in the Original Note

EXHIBIT C

are unchanged. Pursuant to the Seventh Modification, Mortgage No. 1 and Mortgage No. 2 and other security documents are modified to secure this Note. Also pursuant to the Seventh Modification, a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage No. 1") executed on June 24, 1997 and recorded with the Cook County Recorder of Deeds on June 26, 1997 as Document No. 97461076 and a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage No. 2") made by LaSalle Bank National Association as Trustee under Trust No. 121055 dated June 2, 1997, Musa P. Tadros and Mansour Tadros and executed on July 2, 1997, and recorded with the Cook County Recorder of Deeds on July 17, 1997 as Document No. 9749027 were modified to secure this Note.

At the election of the Holder hereof, without further notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of a default for fifteen (15) days after fifteen (15) days written notice from Holder 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 Mortgages.

Under the provisions of the Mortgages 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 Mortgages are, by this reference, incorporated herein in its entirety and notice is given of such possibility of acceleration.

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

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 three (3%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

Borrowers waive presentment, notice of default, notice of dishonor, protest and notice of protest.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by wire transfer or other delivery to Borrowers, Escrowees or otherwise for the benefit of Borrowers shall, for all purposes, be deemed outstanding hereunder and received by Borrowers as of the date of such mailing, 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 Borrowers.

Borrowers knowingly, voluntarily and intentionally waive irrevocably the right they 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, the Mortgages 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 Borrowers are adverse parties. This provision is a material inducement for Holder in granting any financial accommodation to Borrowers.

EXHIBIT C

This Note is executed by LaSalle Bank National Association, as successor to American National Bank and Trust Company of Chicago, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on such Trustee, personally to pay any indebtedness arising or accruing under or pursuant to this Note, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of such Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this Note.

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

LaSalle Bank National Association, as successor to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement No. 120064-09 dated February 1, 1995

LaSalle Bank National Association, as Trustee under Trust No. 121055 dated June 2, 1997, and not individually

By: _____
Its _____

By: _____
Its _____

Attest: _____
Its _____

Attest: _____
Its _____

LaSalle Bank National Association, as Trustee under Trust No. 121056 dated June 2, 1997, and not individually

Musa P. Tadros

By: _____
Its _____

Musa Tadros Family Limited Partnership, an Illinois limited partnership

Attest: _____
Its _____

By: Crown Commercial Real Estate and Development, Inc., an Illinois corporation

By: _____
Its _____

Attest: _____
Its _____