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AMENDMENT TO CONSTRUCTION LOAN AGREEMENT
REVOLVING NOTE, REVOLVING CREDIT
CONSTRUCTION MORTGAGE AND SECURITY
AGREEMENT AND LOAN DOCUMENTS

219736 *Stewart Title*

STEWART TITLE COMPANY
2055 W. Army Trail Road, Suite 110
Addison, IL 60101
630-889-4000

STEWART TITLE OF ILLINOIS
2 N. LaSALLE STREET
SUITE 1920
CHICAGO, IL 60602

Prepared by and, after recording, return to:

Thomas P. Duffy
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, IL 60606-1229



Property of Cook County Clerk's Office

**AMENDMENT TO CONSTRUCTION LOAN AGREEMENT
REVOLVING NOTE, REVOLVING CREDIT CONSTRUCTION
MORTGAGE AND SECURITY AGREEMENT
AND LOAN DOCUMENTS**

THIS AMENDMENT ("Amendment") is dated as of May 28, 2002, and is by and among LEGACY DEVELOPMENT GROUP II L.L.C., an Illinois limited liability company ("Borrower"); WARREN N. BARR III AND WILLIAM E. WARMAN (individually and collectively, "Guarantor"); and COLE TAYLOR BANK, an Illinois banking corporation ("Lender").

RECITALS:

A. Pursuant to the terms of a Construction Loan Agreement ("Loan Agreement") dated as of June 1, 2000, by and among Borrower, Guarantor and Lender, Lender extended a credit facility (the "Loan") to Borrower in amount of Twenty-Four Million and No/100 Dollars (\$24,000,000.00).

B. In connection with the Loan, Borrower executed and delivered to Lender a Revolving Note (the "Original Note") dated as of June 1, 2000, in the original principal amount of Twenty-Four Million and No/100 Dollars (\$24,000,000.00).

C. The Loan as evidenced by the Original Note is secured by (i) a Revolving Credit Construction Mortgage and Security Agreement dated as of June 1, 2000, executed by Borrower, as Mortgagor, in favor of Lender, as Mortgagee, encumbering the property legally described on Exhibit A attached hereto and made a part hereof (the "Mortgaged Premises"), which was recorded with the Recorder of Deeds for Cook County, Illinois on June 12, 2000, as Document No. 00426402, (ii) Assignment of Rents and Lessor's Interest in Leases dated as of June 1, 2000, executed by Borrower, as Assignor, in favor of Lender, as Assignee, encumbering the Mortgaged Premises, which was recorded with the Recorder of Deeds for Cook County, Illinois on June 12, 2000, as Document No. 00426403; (iii) Security Agreement dated as of June 1, 2000, executed by Borrower, as Debtor in favor of Lender, as Secured Party, (iv) Guaranty of Payment and Performance dated as of June 1, 2000, executed by Guarantor in favor of Lender, (v) Environmental Indemnity Agreement dated as of June 1, 2000, executed by Borrower and Guarantor in favor of Lender, (vi) Collateral Assignment of Plans, Licenses, Permits and Contracts dated as of June 1, 2000, Borrower in favor of Lender, (vii) Collateral Assignment of Real Property Purchase Contracts dated as of June 1, 2000, executed by Borrower in favor of Lender, (viii) UCC Financing Statements and (ix) such other collateral documents delivered in connection with the Original Note.

The documents set forth in Recitals A - C above, together with any amendments, modifications, extensions or renewals thereof, are hereinafter individually and collectively referred to as the "Loan Documents".

D. As of the date hereof, the outstanding principal balance of the Original Note is \$4,945,235.91.

E. Borrower has requested Lender to make an additional credit facility (the "Additional Credit Facility") available to Borrower in the amount of Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00) for Borrower to repay 100% of the capital contributions contributed to Borrower (in the aggregate amount of \$2,000,000.00) by each of the members of Borrower other than Guarantor ("Non-Guarantor Members"), a portion of the preferred return that has been earned on the capital contribution made by the Non-Guarantor Members under Borrower's Operating Agreement (in the aggregate amount of \$500,000.00) and to pay certain loan fees and closing costs the Borrower shall incur in connection with this Amendment (\$100,000.00). The parties desire to amend the Loan Documents to provide for the Additional Credit Facility, extension of the Maturity Date and certain other matters as provided herein.

F. Borrower, Guarantor and Lender deem it to be in their best interests to modify the Loan Documents as hereinafter provided.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree acknowledge and agree as follows:

1. All capitalized terms used herein shall have the same meaning as such terms are used in the Loan Documents.
2. The Recitals are hereby incorporated into and shall become part of this Amendment.
3. Concurrent with the execution and delivery of this Amendment, Borrower shall execute and deliver to Lender the following documents:

A. To evidence the Additional Credit Facility, Borrower shall execute and deliver to Lender an additional Note (the "\$2,600,000.00 Note") dated as of the date hereof in the original principal amount of Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00) payable to the order of Lender, in the form attached hereto as Exhibit B, the terms of which are hereby incorporated by reference herein. All references in the Loan Documents to the Original Note are hereby amended to refer to both the Original Note and the \$2,600,000.00 Note. All references in the Loan Documents to the Loan are hereby amended to refer to both the Loan and the Additional Credit Facility. The \$2,600,000.00 Note shall be secured by and entitled to all of the benefits of the Loan Documents pari passu with the Original Note. The proceeds of the Additional Credit Facility shall be used as described in Recital D.

B. Guarantor shall execute and deliver to Lender a Reaffirmation of Guaranty dated as of the date hereof in the form attached hereto as Exhibit C.

C. Borrower and Guarantor shall execute and deliver to Lender a Reaffirmation of Environmental Indemnity Agreement dated as of the date hereof in the form attached hereto as Exhibit D.

4. Section 7.13 of the Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

"7.13 Distributions. Effective as of May 28, 2002, no further distributions shall be permitted to be made to Borrower, Guarantors, Borrower's members or Borrower's manager or any entity related to or controlled by any of them, including without limitation, payment of any construction, management or development fees until the Loan has been paid in full."

5. Notwithstanding anything contained to the contrary in any of the Loan Documents, including without limitation, Section 2.2(e) of the Loan Agreement, the second "WHEREAS" of the Mortgage and Section 1(b) of the Original Note, the total aggregate of all disbursements of the Loan Advances shall not exceed Twenty-Nine Million Four Hundred Thousand and No/100 Dollars (\$29,400,000.00).

6. Notwithstanding anything contained to the contrary in any of the Loan Documents, Lender may, in its sole and exclusive discretion, on a case by case basis as determined by Lender in its discretion, in connection with the sale of Unit(s), permit Borrower to use the Net Sales Proceeds (as defined in Section 2.7 of the Loan Agreement) to pay for certain specific costs and expenses approved in advance by Lender that Borrower has incurred in connection with construction of the Project in lieu of the requirement of paying to Lender the partial release payment required under Section 2.7 of the Loan Agreement. Borrower and Guarantor hereby acknowledge that Lender, at Borrower's and Guarantor's request, has permitted Borrower to sell Unit(s) and utilize the sales proceeds to pay for costs and expenses that Borrower has incurred in connection with the Project in lieu of payment of the partial release payment required under Section 2.7 of the Loan Agreement and Borrower and Guarantor hereby irrevocably waive any claims against Lender or defense to the enforcement of the Loan Documents based upon such facts and circumstances, all of which Borrower and Guarantor hereby ratify and approve.

7. Notwithstanding anything to the contrary contained in any of the Loan Documents, the stated Loan Maturity Date of the Loan is hereby extended to November 1, 2002. All references in the Loan Documents to the stated Loan Maturity Date of the Loan are hereby amended to refer to November 1, 2002.

8. In addition to all other payments due from Borrower to Lender, in consideration for Lender amending the Loan pursuant to this Amendment and extending the Additional Credit Facility, Lender has earned a loan service fee of Fifty-Two Thousand and No/100 Dollars (\$52,000.00) ("Additional Loan Service Fee"), which has been fully earned by Lender and shall be payable by Borrower to Lender concurrent with the execution and delivery of this Amendment.

9. Concurrently with the execution of this Amendment, Borrower and Guarantor shall deliver to Lender all of the documents which are required to be delivered by Borrower and Guarantor to Lender pursuant to this Amendment and which are set forth on the Loan Closing Checklist attached hereto as Exhibit E.

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10. Borrower and Guarantor represents and warrants that no Event of Default has occurred under or any of the Loan Documents, as hereby amended, and Borrower and Guarantor hereby reaffirm all of their representations, covenants, agreements, indemnities and obligations under each of the Loan Documents, as amended, which secure Borrower's and Guarantor's obligations under the Loan and the Additional Credit Facility.

11. In all other respects, the terms and provisions of the Loan Documents, as hereby amended, shall remain in full force and effect.

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IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the day and year first above written.

BORROWER:

LEGACY DEVELOPMENT GROUP II L.L.C., an Illinois limited liability company

By: [Signature]

WARREN N. BARR III

By: [Signature]

WILLIAM E. WARMAN

GUARANTOR:

[Signature]

WARREN N. BARR III

[Signature]

WILLIAM E. WARMAN

LENDER:

COLE TAYLOR BANK, an Illinois corporation

By: [Signature]

Its: SVP

banking

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, LAURA RAZO, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT WARREN N. BARR III AND WILLIAM E. WARMAN, being the Managers of LEGACY DEVELOPMENT GROUP II L.L.C., an Illinois limited liability company, and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that they signed and delivered the said instrument as his own free and voluntary act and as their free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of

May, 2002.

10-28-03

Laura Razo

Notary Public

My Commission Expires:



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STATE OF

COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that WARREN N. BARR III, personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of
May, 2002.

10-28-03

Laura Razo

Notary Public

My Commission Expires.



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STATE OF

COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that WILLIAM E. WARMAN, personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of May, 2002.

10-28-03

Laura Razo

Notary Public

My Commission Expires:

~~STATE OF~~

~~COUNTY OF~~



~~I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that~~

~~_____ personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ of COLE TAYLOR BANK, an Illinois banking corporation, appeared before me and acknowledged that _____ signed and delivered the said instrument as _____ own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.~~

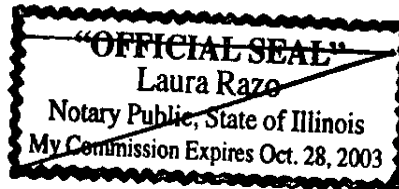
~~GIVEN under my hand and notarial seal this 31st day of May, 2002.~~

~~10-28-03~~

~~Laura Razo~~

~~Notary Public~~

~~My Commission Expires:~~



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STATE OF

20646342

COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that David Livingston personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President of COLE TAYLOR BANK, an Illinois banking corporation, appeared before me and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of JUNE, 2002.

Cheryl Travis
Notary Public

My Commission Expires:



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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Units 406, 504(604), 508, 603, 606, 608, 707, 806, 807, 1003, 1004, 1204(1304), 1208, 1302, 1307, 1308, 1403, 1503(1603), 1507, 1605, 1704, 1706, 1707, 1802, 1804, 1905, 2003, 2102, 2103, 2204, 2205, 2206, 2301, 2303, 1, 2, 3, 4, 5, 6, 7, 8, P9, P11, P12, P16, P17, P18, P19, P20, P21, P27, P28, P29, P32, P34, P35, P36, P39, P52, P53, P57, P60, P66, P68, P72, P76, P83, P84, P91, P92, P93, P94, P98, P100, P102, P107, P108, P111, P112, P113, P114, P117, P120, P121, P122, P123, P128, P129, P132, P137, P138, P139, P144, P146, P147, P148 and P149 together with its undivided percentage interest in the common elements in One East 15th Place Condominium, as delineated and defined in the Declaration recorded as document number 0011099711, in Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The Commercial Property

That property and space contained within and between a certain horizontal plane located 13.00 feet above Chicago City Datum and a certain other horizontal plane located 26.63 feet above Chicago City Datum which lies within the boundaries projected vertically of that part of the following described six parcels of land, taken as a single tract:

Parcel 1: That part of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point on the East line of State Street (as widened) that is 436.57 feet North of South line of aforesaid Northwest Quarter; thence East on North face of 1 story brick building, a distance of 118.88 feet to West line of Chicago Transit Authority right of way, thence South on West line of aforesaid right of way a distance of 41.53 feet to a point that is 395.2 feet North of South line of aforesaid Northwest Quarter; thence West in a line to a point in the East line of aforesaid State Street that is 395.2 feet North of South line of aforesaid Northwest Quarter; thence North on East line of aforesaid State Street a distance of 41.37 feet to point of beginning in Cook County, Illinois;

Parcel 2: The South 28.5 feet of Lot 1 (except the East 35 feet thereof and except that part taken or used for street) in Hugh Maher's Subdivision of part of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

Parcel 3: Lot 10 (except East 35 feet thereof and except West 27 feet taken for street) in the West Half of Block 26 in Assessor's Division of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

Parcel 4: That part of Lot 9 lying East of State Street and West of the Elevated Railroad right of way, in Block 26 in Assessor's Division of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

Parcel 5: That part of Lot 8 lying East of the Easterly line of State Street as widened and West of the right of way of the Chicago and South Side Rapid Transit Railroad Company in Block 26 in the Assessor's Division of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

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Parcel 6: Lot 7 (except the West 27 feet thereof taken for State Street and except the East 35 feet thereof taken for an alley and for the right of way of the Chicago South Side Rapid Transit Railroad Company) in Block 26 in Assessor's Division of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

And further described as: Commencing at the Northwest corner of said Parcel 1; thence South along the West line of said Parcel 1 and its extension being also the West line of said tract, a distance of 61.51 feet to the point of beginning of the property and space herein described; thence East at right angles to the last described course a distance of 0.64 feet to a point on the exterior face of a 21 story brick building commonly known as 1529 South State Street in Chicago; thence continuing East along the last described course extended, a distance of 73.22 feet; thence South of right angles to the last described course, a distance of 0.25 feet to a point on the vertical line of intersection of the faces of two interior walls of said building; thence continuing South along the last described course extended, being along the face of an interior wall of said building, a distance of 5.50 feet to a corner of the wall; thence continuing South along the last described course extended, a distance of 0.33 feet; thence West at right angles to the last described course, a distance of 24.72 feet; thence South at right angles to the last described course, a distance of 20.75 feet; thence West at right angles to the last described course, a distance of 6.18 feet; thence South at right angles to the last described course, a distance of 8.85 feet; thence West at right angles to the last described course, a distance of 36.96 feet to a point on the exterior face of said building; thence continuing West along the last described course extended, a distance of 6.08 feet to a point on the West line of aforesaid tract of land; thence North along the said West line of said tract, a distance of 35.69 feet to the point of beginning.

PINs: 17-22-106-065, 057, 021, 022, 023 and 024

C/K/A: 1519-1535 South State Street, Chicago, IL

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EXHIBIT B

NOTE

\$2,600,000.00

State of Illinois
May 28, 2002

1.1 Description of Parties. This Note is made by LEGACY DEVELOPMENT GROUP II L.L.C., an Illinois limited liability company ("Borrower") and is payable to the order of COLE TAYLOR BANK, an Illinois banking corporation ("Lender") evidencing a loan ("Loan") from Lender to Borrower.

1.2 Payment.

FOR VALUE RECEIVED, Borrower hereby promises to pay on or before November 1, 2002, in lawful money of the United States of America to the order of Lender the principal amount of TWO MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,600,000.00) ("Principal Sum"), together with interest on the principal balance of this Note remaining from time to time unpaid (the "Principal Balance"). Advances of proceeds of the Loan (hereinafter referred to as the "Loan Advances") shall be payable by Borrower as follows:

Interest only on the Principal Balance of this Note shall be paid monthly in arrears commencing on the first day of July, 2002, and thereafter on the first day of each succeeding month through and including November 1, 2002. Interest shall accrue on the Principal Balance of this Note from the date of the initial disbursement of the proceeds of this Note at the Loan Interest Rate (hereinafter defined) until this Note is paid in full. A final balloon payment of all of the Principal Balance hereunder and unpaid interest accrued thereon shall become due, if not sooner paid or due by acceleration or otherwise, on November 1, 2002 (the "Loan Maturity Date"). Notwithstanding the foregoing, after maturity of this Note or upon the occurrence and continuation of an Event of Default (hereinafter defined), the interest rate on the Principal Balance of this Note shall be increased to the Default Rate (hereinafter defined) until this Note is fully paid.

The time is hereby extended for the payment of any monthly payment or for performance of any act or for the exercise of any right if the due date thereof falls on a Saturday, Sunday or any other day which is not a business day of Lender. Such payment shall be made or act performed or right exercised on the next succeeding business day of Lender with the same force and effect as if done on the nominal dates provided in this Note.

1.3 Interest.

(a) Prime Rate Defined. The "Prime Rate" as used herein shall mean that rate of interest from time to time publicly announced by Cole Taylor Bank as its Prime Rate. Bank may lend to its customers at rates that are at, above or below the Prime Rate. For purposes of determining any interest rate which is based on the Prime Rate, such interest rates shall change on the effective date of any change in the Prime Rate.

(b) Default Rate Defined. The "Default Rate" as used herein shall mean the Prime Rate plus five percent (5%) per annum.

(c) Loan Interest Rate Defined. The "Loan Interest Rate" shall mean the rate of eight percent (8%) per annum.

(d) Interest Rate Computation. All interest calculated hereunder shall be computed on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months and calculated for the actual number of days elapsed.

(e) Application of Payments. All payments made hereunder shall be applied first to the payment of accrued interest and the remainder, if any, shall be applied to the Principal Balance.

(f) Late Charge. A late charge of five (5%) percent of each installment not paid by the fifth (5th) day of each month following notice shall be paid to the holder hereof in order to defray part of the cost of collection. Such late charge payment shall be due and payable on the sixth (6th) day of such month. The payment of any such late fee will not affect the rights of the holder hereof to pursue any remedies available to it.

2.1 Description of Security. The payment of this Note is secured by:

(a) Construction Loan Agreement dated as of June 1, 2000, by and among Borrower, Warren N. Barr III and William E. Warman (individually and collectively, "Guarantor") and Lender, as modified by an Amendment to Construction Loan Agreement, Revolving Note, Revolving Credit Construction Mortgage and Security Agreement and Loan Documents (the "Amendment") dated as of the date hereof by and among Borrower, Guarantor and Lender;

(b) Revolving Credit Construction Mortgage and Security Agreement dated as of June 1, 2000, executed by Borrower, as Mortgagor, in favor of Lender, as Mortgagee, encumbering the property legally described therein (the "Property"), as modified by the Amendment;

(c) Assignment of Rents and Lessor's Interest in Leases dated as of June 1, 2000, executed by Borrower, as Assignor, in favor of Lender, as Assignee, encumbering the Property, as modified by the Amendment;

(d) Security Agreement dated as of June 1, 2000, executed by Borrower, as Debtor in favor of Lender, as Secured Party, as modified by the Amendment;

(e) Guaranty of Payment and Performance dated as of June 1, 2000, executed by Guarantor in favor of Lender, as reaffirmed by a Reaffirmation of Guaranty dated as of the date hereof executed by Guarantor to and for the benefit of Lender;

(f) Environmental Indemnity Agreement dated as of June 1, 2000, executed by Borrower and Guarantor in favor of Lender, as reaffirmed by a Reaffirmation of Environmental Indemnity Agreement dated as of the date hereof executed by Borrower and Guarantor to and for the benefit of Lender;

(g) Collateral Assignment of Plans, Licenses, Permits and Contracts dated as of June 1, 2000, Borrower in favor of Lender;

(h) Collateral Assignment of Real Property Purchase Contracts dated as of June 1, 2000, executed by Borrower in favor of Lender;

(i) UCC Financing Statements;

and other collateral documents delivered in connection with this Note, together with any amendments, modifications, renewals and replacements thereof and any and all other instruments now or hereinafter given to Lender (the "Loan Documents").

2.2 Prepayment. The Principal Balance and any accrued interest may be prepaid in its entirety or partially prepaid at any time without a prepayment penalty.

If any funds are received and applied on account of this Note by the Lender pursuant to its rights under the Loan Documents, it shall be applied pursuant to Paragraph 1.3(e) above. The payments under Paragraph 1.2 above shall continue on the Principal Balance until said Principal Balance is fully retired.

2.3 Place of Payment. The payments of all amounts due under the Loan Documents shall be made at the office of Lender at 5501 West 79th Street, Burbank, Illinois 60459 or such other place as Lender may from time to time designate in writing.

3.1 Events of Default. If the occurrence of any one or more of the following events ("Events of Default") shall occur:

(a) failure to make payment on or before five (5) days after the date any payment of principal or interest is due hereunder;

(b) failure to make payment on or before the date any payment of principal or interest is due under that certain Revolving Note dated as of June 1, 2000, executed by Borrower payable to the order of Lender in the original principal amount of Twenty-Four Million and No/100 Dollars (\$24,000,000.00);

(c) failure to perform or observe, within thirty (30) days after written notice from Lender to Borrower, any other covenant, promise or agreement contained herein, other than those described in subsections (a), (b), (d) and (e) of this Section 3.1;

(d) the occurrence of an "Event of Default" (as defined in the other Loan Documents) under any of the other Loan Documents, the terms of which are hereby incorporated by reference herein;

(e) the occurrence of a Prohibited Transfer, as defined in the Mortgage, the terms of which are hereby incorporated by reference herein;

then, at any time thereafter, at the sole option of Lender, without further notice to Borrower, the Loan Maturity Date shall be accelerated and the Principal Balance and all accrued interest thereon together with any other sums due under the Loan Documents shall become immediately due and payable without presentment, demand, notice or protest of any kind, all of which are expressly waived by the Borrower.

3.2 Nature of Remedies. Lender's remedies under this Note and the Loan Documents, shall be cumulative and concurrent and may be pursued singly, successively, or together against Borrower and any guarantor of the Loan, the Property or any portion or combination thereof, and Lender may resort to every other right or remedy available at law or in equity without first exhausting the rights and remedies contained herein, all in Lender's sole discretion. Failure of Lender, for any period of time or on more than one occasion, to exercise its option to accelerate the maturity of this Note, or to give any notice required as a condition precedent to the occurrence of an Event of Default, shall not constitute a waiver of the right to exercise such option or give such notice at any time during the continued existence of the event or events giving rise to the Lender's ability to exercise such option or give such notice. Lender shall not by any other omission or act be deemed to waive any of its rights or remedies hereunder unless such waiver be in writing and signed by Lender, and then only to the extent specifically set forth therein. A waiver in connection with one event shall not be construed as continuing or as a bar to or waiver of any right or remedy in connection with a subsequent event. Lender, may without demand or notice, appropriate and apply toward any indebtedness or obligation due Lender from Borrower or any guarantor of the Loan any balances, credits, deposits, accounts, money, or other property of Borrower or any guarantor of the Loan in the possession, custody or control of Lender.

3.3 Collection. Borrower promises and agrees to pay all costs of collection (including reasonable attorneys' fees) incurred or paid by Lender in enforcing this Note upon the occurrence of any Event of Default, whether or not suit is actually filed. All such costs, expenses and fees shall become immediately due and payable and shall bear interest at the Default Rate when paid or incurred by Lender.

3.4 Waivers, Consents, Etc. Borrower (a) waives and renounces any and all redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness evidenced by this Note or by any extension or renewal hereof; (b) waives presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor, and notice of protest; (c) waives all notices in connection with the delivery and acceptance hereof; (d) waives any and all lack of diligence and delays in the enforcement of the payment hereof; (e) consents to any and all extensions of time, renewals, waivers, or modifications that may be granted

by Lender with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment hereof, or any part thereof, with or without substitution, and to the release of any person or entity liable for the payment hereof; and (f) consents to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agree that the addition of any such obligors or security shall not affect the liability of Borrower or any guarantor for the payment hereof.

3.5 Extensions. Except as herein provided, Borrower agrees that the time of payment of the Principal Balance or any accrued interest thereon or any part thereof may be extended from time to time without modifying or releasing the Mortgage or other Loan Documents or the liability of Borrower, any guarantor of the Loan or any other such parties, the right of recourse against Borrower, any guarantor of the Loan and such parties being hereby reserved by Lender.

3.6 Governing Law/Venue. This Note shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for all disputes and claims may, at the sole election of Lender, be in the Circuit Court of Cook County, Illinois.

3.7 Waiver of Trial by Jury. THE UNDERSIGNED WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (I) UNDER THIS NOTE OR UNDER ANY DOCUMENT SECURING THIS NOTE OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY BE DELIVERED IN THE FUTURE IN CONNECTION HERewith, OR (II) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS NOTE, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

3.8 Names. As used herein, the term "Lender" shall also mean the subsequent holder or holders of this Note from time to time. Regardless of their form, all words shall be deemed singular or plural and shall have the gender as required by the text. If there is more than one Borrower of this Note, the liability of the undersigned shall be joint and several.

3.9 Benefit of Lender. This Note shall inure to the benefit of the Lender and its successors and assigns and shall be binding upon Borrower and its successors and assigns.

3.10 Time of Essence. Time is of the essence of this Note.

3.11 Compliance With Applicable Law. Borrower agrees that the obligations evidenced by this Note constitute an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. Section 1601, et seq. and said obligations constitute a business loan which comes within the purview of Section 4(l)(c) of "An Act in Relation to the Rule of Interest and Lending of Money," approved May 24, 1879, as amended, 815 ILCS 205/4(l)(c).

3.12 Severability. If any provision of this Note is held to be void or unenforceable, such provision, at the option of Lender, shall be deemed omitted and this Note, with such provision omitted, shall remain in full force and effect.

3.13 Lawful Interest. It being the intention of Lender and Borrower to comply with the applicable laws with regard to the interest charged hereunder, it is agreed that, notwithstanding any provision to the contrary in this Note or other Loan Documents, no such provision, including without limitation any provision of this Note providing for the payment of interest or other charges, shall require the payment or permit the collection of any amount ("Excess Interest") in excess of the maximum amount of interest permitted by law to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the indebtedness evidenced by this Note or by any extension or renewal hereof. If any Excess Interest is provided for, or is adjudicated to be provided for, in this Note or the other Loan Documents, then in such event:

- (a) the provisions of this paragraph shall govern and control;
- (b) Borrower shall not be obligated to pay any Excess Interest;
- (c) any Excess Interest that Lender may have received hereunder shall, at the option of Lender, be (i) applied as a credit against the Principal Balance due under this Note or accrued and unpaid interest thereon not to exceed the maximum amount permitted by law, or both, (ii) refunded to the Borrower, or (iii) any combination of the foregoing;
- (d) the applicable interest rate or rates shall be automatically subject to reduction to the maximum lawful rate allowed to be contracted for in writing under the applicable governing usury laws, and this Note and the Loan Documents shall be deemed to have been, and shall be, reformed and modified to reflect such reduction in such interest rate or rates; and
- (e) Borrower shall not have any action or remedy against Lender for any damages whatsoever or any defense to enforcement of the Note or arising out of the payment or collection of any Excess Interest.

3.14 Notices. Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight express courier, freight prepaid, addressed as follows or to such other address as the parties hereto may designate in writing from time to time:

Lender: Cole Taylor Bank
5501 West 79th Street
Burbank, Illinois 60459
Attention: Real Estate Department

Borrower: Legacy Development Group II, L.L.C.

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c/o Warman Olsen Warman, Ltd.
27 East Monroe Street
Chicago, Illinois 60603
Attention: Messrs. Warman and Barr

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Any such notice, demand, request or other communication shall be deemed given when personally delivered or if mailed three days after deposit in the mail or if delivered by a nationally recognized overnight express courier, freight prepaid, the next business day after delivery to such courier.

3.15 Headings. The various headings used in this Note as headings for sections or otherwise are for convenience and reference only and shall not be used in interpreting the text of the section in which they appear and shall not limit or otherwise affect the meanings thereof.

4.1 Incorporation by Reference. To the extent not inconsistent with the terms of this Note, the terms of the Loan Documents are incorporated herein and made a part hereof by reference.

IN WITNESS WHEREOF, Borrower has caused this Note to be executed and attested by its duly authorized representatives.

LEGACY DEVELOPMENT GROUP II L.L.C.,
an Illinois limited liability company

By: _____
WARREN N. BARR III

By: _____
WILLIAM E. WARMAN

EXHIBIT C
REAFFIRMATION OF GUARANTY

This Reaffirmation of Guaranty is made as of this 28th day of May, 2002, by WARREN N. BARR III AND WILLIAM E. WARMAN (individually and collectively referred to as "Guarantor") to and for the benefit of COLE TAYLOR BANK, an Illinois banking corporation ("Lender").

WITNESSETH:

A. Pursuant to the terms of a Construction Loan Agreement ("Loan Agreement") dated as of June 1, 2000, by and among Legacy Development Group II L.L.C., an Illinois limited liability company ("Borrower"), Guarantor and Lender, Lender extended a credit facility (the "Loan") to Borrower in amount of Twenty-Four Million and No/100 Dollars (\$24,000,000.00).

B. In connection with the Loan, Borrower executed and delivered to Lender a Revolving Note (the "Original Note") dated as of June 1, 2000, in the original principal amount of Twenty-Four Million and No/100 Dollars (\$24,000,000.00).

C. The Loan as evidenced by the Original Note is secured by (i) a Revolving Credit Construction Mortgage and Security Agreement dated as of June 1, 2000, executed by Borrower, as Mortgagor, in favor of Lender, as Mortgagee, encumbering the property legally described on Exhibit A attached hereto and made a part hereof (the "Mortgaged Premises"), which was recorded with the Recorder of Deeds for Cook County, Illinois on June 12, 2000, as Document No. 00426402, (ii) Assignment of Rents and Lessor's Interest in Leases dated as of June 1, 2000, executed by Borrower, as Assignor, in favor of Lender, as Assignee, encumbering the Mortgaged Premises, which was recorded with the Recorder of Deeds for Cook County, Illinois on June 12, 2000, as Document No. 00426403; (iii) Security Agreement dated as of June 1, 2000, executed by Borrower, as Debtor in favor of Lender, as Secured Party, (iv) Guaranty of Payment and Performance (the "Guaranty") dated as of June 1, 2000, executed by Guarantor in favor of Lender, (v) Environmental Indemnity Agreement dated as of June 1, 2000, executed by Borrower and Guarantor in favor of Lender, (vi) Collateral Assignment of Plans, Licenses, Permits and Contracts dated as of June 1, 2000, Borrower in favor of Lender, (vii) Collateral Assignment of Real Property Purchase Contracts dated as of June 1, 2000, executed by Borrower in favor of Lender, (viii) UCC Financing Statements and (ix) such other collateral documents delivered in connection with the Original Note.

The documents set forth in Recitals A - C above, together with any amendments, modifications, extensions or renewals thereof, are hereinafter individually and collectively referred to as the "Loan Documents".

D. As of the date hereof, the outstanding principal balance of the Original Note is \$4,945,235.91.

E. Pursuant to an Amendment to Construction Loan Agreement, Revolving Note, Revolving Credit Construction Mortgage and Security Agreement and Loan Documents (the "Amendment") dated as of the date hereof by and among, Borrower, Guarantor and Lender, Borrower has requested Lender to make an additional credit facility (the "Additional Credit Facility") available to Borrower in the amount of Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00) for Borrower to repay 100% of the capital contributions contributed to Borrower (in the aggregate amount of \$2,000,000.00) by each of the members of Borrower other than Guarantor ("Non-Guarantor Members"), a portion of the preferred return that has been earned on the capital contribution made by the Non-Guarantor Members under Borrower's Operating Agreement (in the aggregate amount of \$500,000.00) and to pay certain loan fees and closing costs the Borrower shall incur in connection with the Amendment (\$100,000.00). The parties desire to amend the Loan Documents to provide for the Additional Credit Facility, extension of the Maturity Date and certain other matters as provided in the Amendment.

F. In connection with the Amendment and grant by Lender to Borrower of the Additional Credit Facility, Borrower executed and delivered to Lender an additional Note (the "\$2,600,000.00 Note") dated as of the date hereof in the original principal amount of Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00) to evidence the Additional Credit Facility.

G. Borrower, Guarantor and Lender deem it to be in their best interests to modify the Loan Documents as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantors agree as follows:

1. Guarantor hereby consents to (a) Lender extending the stated Loan Maturity Date to November 1, 2002, as provided in the Amendment, (b) the extension of the Additional Credit Facility to Borrower and the use of the proceeds of the Additional Credit Facility as specified in the Amendment, and (c) the execution by Borrower of the \$2,600,000.00 Note and the Amendment and all of the terms and conditions of such documents. All references in the Guaranty to the Original Note are hereby amended to refer to both the Original Note and the \$2,600,000.00 Note. All references in the Guaranty to the Loan are hereby amended to refer to both the Loan and the Additional Credit Facility. The \$2,600,000.00 Note shall be secured by and entitled to all of the benefits of the Guaranty pari passu with the Original Note. All references in the Guaranty to the term "Indebtedness" shall include the Indebtedness evidenced by the Original Note and the \$2,600,000.00 Note.

2. Guarantor hereby agrees that all of their covenants, agreements, representations and warranties and liabilities and obligations as set forth in the Guaranty with respect to the Loan are hereby incorporated by reference herein and apply to the Loan as modified by the Amendment and to the Additional Credit Facility. Guarantor hereby acknowledges that the Guaranty is in full force and effect in

accordance with its terms as hereby reaffirmed and modified. Guarantor hereby acknowledges that Guarantor's obligations, covenants and agreements under the Guaranty are not diminished, discharged or adversely affected by the Amendment, the \$2,600,000.00 Note, the issuance of the Additional Credit Facility or any action or inaction taken by Lender in connection with the Loan or the Additional Credit Facility and that the Guaranty, as hereby reaffirmed, shall apply to the Indebtedness (as defined in the Guaranty), including without limitation, any Indebtedness evidenced by the Additional Credit Facility, the \$2,600,000.00 Note and the Amendment.

3. Guarantor hereby represents and warrants that no Event of Default has occurred under the Loan Documents, including the Guaranty.

IN WITNESS WHEREOF, the parties hereto have executed this Reaffirmation of Guaranty as of the day and year first above written.

WARREN N. BARR III

WILLIAM E. WARMAN

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EXHIBIT D

REAFFIRMATION OF ENVIRONMENTAL INDEMNITY AGREEMENT

This Reaffirmation of Environmental Indemnity Agreement is made as of this 28th day of May, 2002, by LEGACY DEVELOPMENT GROUP II L.L.C., an Illinois limited liability company ("Borrower"); WARREN N. BARR III AND WILLIAM E. WARMAN (individually and collectively, "Guarantor"); (Borrower and Guarantor are hereinafter individually and collectively referred to as "Indemnitor") to and for the benefit of COLE TAYLOR BANK, an Illinois banking corporation ("Lender").

RECITALS:

A. Pursuant to the terms of a Construction Loan Agreement ("Loan Agreement") dated as of June 1, 2000, by and among Borrower, Guarantor and Lender, Lender extended a credit facility (the "Loan") to Borrower in amount of Twenty-Four Million and No/100 Dollars (\$24,000,000.00).

B. In connection with the Loan, Borrower executed and delivered to Lender a Revolving Note (the "Original Note") dated as of June 1, 2000, in the original principal amount of Twenty-Four Million and No/100 Dollars (\$24,000,000.00).

C. The Loan as evidenced by the Original Note is secured by (i) a Revolving Credit Construction Mortgage and Security Agreement dated as of June 1, 2000, executed by Borrower, as Mortgagor, in favor of Lender, as Mortgagee, encumbering the property legally described on Exhibit A attached hereto and made a part hereof (the "Mortgaged Premises"), which was recorded with the Recorder of Deeds for Cook County, Illinois on June 12, 2000, as Document No. 00426402, (ii) Assignment of Rents and Lessor's Interest in Leases dated as of June 1, 2000, executed by Borrower, as Assignor, in favor of Lender, as Assignee, encumbering the Mortgaged Premises, which was recorded with the Recorder of Deeds for Cook County, Illinois on June 12, 2000, as Document No. 00426403; (iii) Security Agreement dated as of June 1, 2000, executed by Borrower, as Debtor in favor of Lender, as Secured Party, (iv) Guaranty of Payment and Performance dated as of June 1, 2000, executed by Guarantor in favor of Lender, (v) Environmental Indemnity Agreement dated as of June 1, 2000, executed by Borrower and Guarantor in favor of Lender, (vi) Collateral Assignment of Plans, Licenses, Permits and Contracts dated as of June 1, 2000, Borrower in favor of Lender, (vii) Collateral Assignment of Real Property Purchase Contracts dated as of June 1, 2000, executed by Borrower in favor of Lender, (viii) UCC Financing Statements and (ix) such other collateral documents delivered in connection with the Original Note.

D. Pursuant to an Amendment to Construction Loan Agreement, Revolving Note, Revolving Credit Construction Mortgage and Security Agreement and

Loan Documents (the "Amendment") dated as of the date hereof by and among, Borrower, Guarantor and Lender, Borrower has requested Lender to make an additional credit facility (the "Additional Credit Facility") available to Borrower in the amount of Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00) for Borrower to repay 100% of the capital contributions contributed to Borrower (in the aggregate amount of \$2,000,000.00) by each of the members of Borrower other than Guarantor ("Non-Guarantor Members"), a portion of the preferred return that has been earned on the capital contribution made by the Non-Guarantor Members under Borrower's Operating Agreement (in the aggregate amount of \$500,000.00) and to pay certain loan fees and closing costs the Borrower shall incur in connection with the Amendment (\$100,000.00). The parties desire to amend the Loan Documents to provide for the Additional Credit Facility, extension of the Maturity Date and certain other matters as provided in the Amendment.

E. In connection with the Amendment, Borrower executed and delivered to Lender an additional Note (the "\$2,600,000.00 Note") dated as of the date hereof in the original principal amount of Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00).

The documents set forth in Recitals A - E above, together with any amendments, modifications, extensions or renewals thereof, are hereinafter individually and collectively referred to as the "Loan Documents".

F. Indemnitor and Lender deem it to be in their best interests to modify the Loan Documents as hereinafter provided.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned acknowledges and agrees as follows:

1. Indemnitor hereby acknowledges that the Environmental Indemnity Agreement is in full force and effect in accordance with its terms as hereby reaffirmed and modified. Indemnitor hereby acknowledges that Indemnitor's obligations, covenants and agreements under the Environmental Indemnity Agreement are not diminished, discharged or adversely affected by the Amendment or any action or inaction taken by Lender in connection with the Loan and the Additional Credit Facility. Indemnitor hereby agrees that all of Indemnitor's covenants, agreements, representations and warranties and liabilities and obligations as set forth in the Environmental Indemnity Agreement with respect to the Loan and the Additional Credit Facility, are hereby incorporated by reference herein and reaffirmed and apply to the Additional Credit Facility and the Loan as modified.

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IN WITNESS WHEREOF, Indemnitor has executed this Reaffirmation of Environmental Indemnity Agreement as of the day and year first above written.

LEGACY DEVELOPMENT GROUP II L.L.C.,
an Illinois limited liability company

By: _____
WARREN N. BARR III

By: _____
WILLIAM E. WARMAN

WARREN N. BARR III, Individually

WILLIAM E. WARMAN, Individually

Property of Cook County Clerk's Office

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EXHIBIT E

COLE TAYLOR BANK
LEGACY DEVELOPMENT GROUP II L.L.C.
AMENDMENT TO
REVOLVING CREDIT LOAN
ADDITIONAL \$2,600,000.00 CREDIT FACILITY
INITIAL LOAN CLOSING CHECKLIST

RESPONSIBLE PARTY	LOAN DOCUMENTS	STATUS	RECEIVED
Lender	1. Amendment to Loan Agreement and Loan Documents		
Lender	2. Additional Credit Facility Note - \$2,600,000		
Lender	3. Reaffirmation of Guaranty		
Lender	4. Reaffirmation of Environmental Indemnity Agreement		
Borrower	5. Statement of No Change - Articles of Organization and all Amendments		
Borrower	6. Statement of No Change - Operating Agreement		
Borrower	7. Original Certificate of Existence (Good Standing) issued by the Secretary of State		Ordered
Borrower	8. LLC Resolutions Authorizing Borrowing		

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RESPONSIBLE PARTY	LOAN DOCUMENTS	STATUS	RECEIVED
Borrower	9. Endorsement to Title Insurance Policy increasing amount of insurance and covering date of recording of Amendment	Have Pro Forma	
Borrower	10. Documents of Record		
Borrower	11. ALTA Statements		
Borrower	12. Personal Undertaking (GAP)		
Borrower	13. Loan Policy		
Borrower	14. Request for Advance		
Borrower	15. Financial Statements		X
Borrower	16. Up-dated UCC, Tax Lien, Judgment, Pending Suit and Bankruptcy Searches Borrower and Guarantors		Waived
Borrower	17. Payment of Service Fee		
Borrower	18. Borrower's Attorney's Opinion Letter		
Borrower	19. Insurance		
Borrower	20. Payment of Attorney's Fees		
Borrower	21. Wire Transfer Instructions		