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The term "1999 Loan Documents" as used herein shall mean a collective reference to the 1999 Note, the 1999 Guaranty, the 1999 Mortgage, the 1999 Assignment and all indemnities, guarantees, certificates, security agreements, assignments and other documents or agreements delivered in connection with the 1999 Note or the 1999 Properties, and all replacements, renewals, amendments, modifications or substitutions thereto. Notwithstanding the foregoing, Lender acknowledges that it has previously released the properties commonly known as 736-800 Estes Avenue, Schaumburg, Illinois and 1343-45 Lakeside, Romeoville, Illinois from the liens created by the 1999 Loan Documents and such properties do not serve as collateral for the 1999 Loan evidenced hereby.

C. Lender has also heretofore made a loan (the "2002 Loan") to Borrower in the original principal amount of One Million Four Hundred Fifty Thousand and no/100ths Dollars (\$1,450,000.00) which is evidenced by that certain Promissory Note dated of even date herewith from Borrower to Lender (the "2002 Note"). Pursuant to that certain Guaranty dated of even date herewith from Guarantor to Lender (the "2002 Guaranty"), Guarantor has guaranteed the repayment of a portion of the 2002 Loan.

D. The 2002 Loan is also secured by the mortgages, liens and security interests created by, arising under or relating to:

- (i) that certain Mortgage made by Borrower in favor of Lender dated of even date herewith to be recorded with the DuPage County Recorder (the "2002 Mortgage") relating to the property commonly known as 4150 Chandler Drive, Hanover Park, Illinois (the "2002 Property");
- (ii) that certain Assignment of Rents and Leases made by Borrower in favor of Lender dated of even date herewith to be recorded with the DuPage County Recorder (the "2002 Assignment") relating to the 2002 Property;
- (iii) any of the other "2002 Loan Documents" (as defined below).

The term "2002 Loan Documents" as used herein shall mean a collective reference to the 2002 Note, the 2002 Guaranty, the 2002 Mortgage, the 2002 Assignment and all indemnities, guarantees, certificates, security agreements, assignments and other documents or agreements delivered in connection with the 2002 Note or the 2002 Property, and all replacements, renewals, amendments, modifications or substitutions thereto.

D. Borrower desires to amend the 1999 Loan Documents in order to provide that the 1999 Loan shall be fully be cross-collateralized and cross-defaulted with the 2002 Loan.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the 1999 Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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1. **Cross-Collateralization.** Notwithstanding anything to the contrary contained in the 1999 Loan Documents or the 2002 Loan Documents, Borrower, Guarantor and Lender hereby agree that all mortgages, security interests, liens, pledges and collateral given by Borrower (or any other person) to Lender in order to secure the payment and performance of Borrower's obligations under the 1999 Loan Documents (including without limitation the 1999 Mortgage and the 1999 Assignment) shall also secure the payment and performance of all of Borrower's obligations to Lender under the 2002 Note and all other 2002 Loan Documents (including without limitation any interest rate swap or hedge expenses described in the 2002 Mortgage).

2. **Cross-Default.** Notwithstanding anything to the contrary contained in the 1999 Loan Documents or the 2002 Loan Documents, Borrower, Guarantor and Lender hereby agree that a default or Event of Default after any applicable cure or grace periods arising under or pursuant to the terms of the 2002 Note or any of the other 2002 Loan Documents shall (at Lender's sole option) constitute a default or Event of Default after any applicable cure or grace periods (with no additional notice, cure or grace period) under the 1999 Note and the other 1999 Loan Documents.

3. **Amendments.** In order to effectuate the terms of this Agreement, Borrower and Lender hereby agree that the 1999 Loan Documents shall hereby be amended to provide for the cross-collateralization and cross-defaulting as provided for above. Borrower acknowledges that no separate amendment to each of the 1999 Loan Documents shall be necessary to effectuate the amendments provided for herein. Except as modified by or as otherwise expressly provided for in this Agreement, the 1999 Loan Documents shall remain in full force and effect, will remain binding and enforceable, against Borrower in accordance with their respective terms and shall be unaffected and in no way be released, mitigated, or discharged as a result of this Agreement. In the event of a conflict between the terms of the 1999 Loan Documents and the terms of this Agreement, the terms of this Agreement shall control.

4. **Remedies.** Borrower hereby acknowledges that, upon the occurrence of a default or Event of Default which triggers the cross-default provisions of Section 2, above, Lender may (in its discretion) exercise its rights under the 1999 Loan Documents, the 2002 Loan Documents or any of them. Lender shall be under no obligation to exercise its rights with respect to the any collateral securing such loans to the inclusion or exclusion of any other collateral. Lender shall have no obligation to marshal any collateral which secures the loans from Borrower to Lender. Further, to the extent that Lender enforces the 1999 Loan Documents or the 2002 Loan Documents (but not all of them), the documents not being enforced shall continue to remain in full force and effect, notwithstanding any judgment, judgment of foreclosure, deed-in-lieu of foreclosure or other judicial or non-judicial process entered or agreed to with respect to the property being enforced against. Borrower hereby waives all of its defenses and counter-claims which it may have against Lender arising out of or related to Lender's election to proceed against all, some or none of the collateral upon the occurrence of a default or Event of Default which triggers the cross-default provisions of Section 2, above. In all cases, all of Lender's rights and remedies under the 1999 Loan Documents and the 2002 Loan Documents are cumulative and non-exclusive.

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5. **Continuing Agreement.** This Agreement shall constitute a continuing agreement and Lender may, without affecting the validity of this Agreement, lend monies, extend credit and make other financial accommodations to or for the account of the Borrower on the faith hereof. Lender may, at any time and from time to time, enter into any such agreement or agreements with the Borrower as Lender may deem proper extending the time of payment or renewing or otherwise altering the terms of any of the 1999 Loan Documents or the 2002 Loan Documents without in any way impairing or affecting this Agreement.

6. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the 1999 Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default under any of the 1999 Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under any of the 1999 Loan Documents.

(c) The 1999 Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the 1999 Loan from the date of the most recent financial statement received by Lender.

(e) Borrower does not possess any claims, defenses, offsets or counterclaims against the Lender (or its officers, directors, shareholders, agents or employees) relating to the 1999 Loan, any of the 1999 Loan Documents or any security interest granted by Borrower in favor of Lender with respect thereto. Further, Borrower does not have any knowledge of any facts that would give rise to any such claims, defenses, offsets or counterclaims against the Lender (or its officers, directors, shareholders, agents or employees). In the event there exists any facts that would give rise to any claim, defense, offset or counterclaim against or with respect to the 1999 Loan, the 1999 Loan Documents or any security interest granted by Borrower in favor of Lender with respect thereto, Borrower hereby unconditionally, irrevocably, and unequivocally waives and fully releases Lender (and its officers, directors, shareholders, agents or employees) of any such claim, defense, offset or counterclaim to the same extent as if such claims were the subject of a lawsuit adjudicated to conclusion and dismissed with prejudice.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the 1999 Loan Documents as modified herein. The execution and delivery of this

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Agreement and the performance of the 1999 Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

7. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Stewart Title Insurance Company to issue an endorsement to Lender's title insurance policy No. 80125 (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the 1999 Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

8. **Reaffirmation of Guaranty.** Guarantor ratifies and affirms the 1999 Guaranty and agrees that the 1999 Guaranty is in full force and effect following the execution and delivery of this Agreement. Guarantor consents and agrees to the terms of this Agreement. The representations and warranties of Guarantor in the 1999 Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The 1999 Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms. Guarantor has no knowledge of any claims, defenses, offsets or counterclaims against Lender relating to the 1999 Guaranty and, to the extent such exists, Guarantor hereby unconditionally, irrevocably and unequivocally waives and fully releases Lender (and its officers, directors, shareholders, employees and agents) of any such claim, defense, offset or counterclaim.

9. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses. In addition to the expenses described in the preceding sentence, Borrower shall also pay to Lender a collateral substitution fee in the amount of One Thousand Five Hundred and no/100ths Dollars (\$1,500.00).

10. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

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(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the 1999 Loan Documents, the 2002 Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the 1999 Loan Documents and the 2002 Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

[remainder of page intentionally left blank]

[signatures follow on next page]

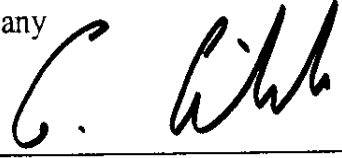
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IN WITNESS WHEREOF, this Modification of Loan Documents has been executed and delivered as of the date first written above.

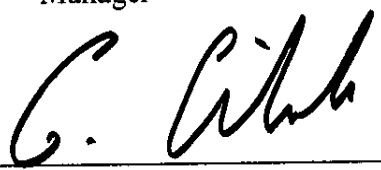
BORROWER:

PFC VENTURE II, L.L.C., an Illinois limited liability company

By: 

Name: George J. Cibula


Title: Manager



GEORGE J. CIBULA

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: 

Name: MARIA K. ACOSTAS

Title: AVP

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ACKNOWLEDGEMENT (Borrower)

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, Cathy Raдек, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George J. Cibula, the Manager of PFC VENTURE II, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Manager, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10th day of July, 2002.

Cathy Raдек
Notary Public



ACKNOWLEDGEMENT (Guarantor)

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, Cathy Raдек, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **GEORGE J. CIBULA**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10th day of July, 2002.

Cathy Raдек
Notary Public



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ACKNOWLEDGEMENT (Lender)

STATE OF ILLINOIS)
 DuPage) SS.
COUNTY OF ~~COOK~~)

I, Steven Rivera, a Notary Public in and for said County in the State aforesaid, do hereby certify that Maria K. Alexakis, a AVP of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such Maria K. Alexakis, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on July 11, 2002.

Steven Rivera
Notary Public



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OFFICIAL SEAL
STEVEN RIVERA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG 7, 2005

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EXHIBIT A

THE PROPERTY

(1025 Lunt)

LOTS 8 AND 9 IN BLOCK 7 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 39, BEING A SUBDIVISION OF THAT PART OF THE NORTH ½ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PIN:

COMMON ADDRESS: 1025 LUNT AVENUE, SCHAU MBURG, IL

(706-712 Morse)

LOT 35 IN BLOCK 3 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 116, BEING A SUBDIVISION IN THE NORTH ½ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE RECISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON NOVEMBER 13, 1974 AS DOCUMENT NUMBER LR 2783019, IN COOK COUNY, ILLINOIS

PIN:

COMMON ADDRESS: 706-712 MORSE AVENUE, SCHAU MBURG, IL

Pin #
07-33-102-018
07-33-102-019
07-33-202-064

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