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Cook County Recorder 50.50

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



COMMONLY KNOWN AS: 830 N. Clark St., Chicago, Illinois
P.I.N.: 17-04-448-019-0000

LOAN MODIFICATION AGREEMENT

This instrument is a Loan Modification Agreement ("Modification") among The PrivateBank and Trust Company, an Illinois banking corporation ("Lender") and Lubavitch Chabad of the Loop, Gold Coast & Lincoln Park, formerly known as Lubavitch Chabad of the Loop and Lincoln Park, an Illinois not-for-profit corporation, sometimes doing business as Center For Jewish Life, ("Borrower"), and Dr. Amos Madanes, Daniel Nack, Melvin L. Katten, The Chicago Sun-Times, Inc., an Illinois corporation, Nachshon Draiman, Michael L. Silver, Gerald Kanter and John T. Hunter (collectively "Guarantors").

RECITALS:

A. Borrower holds fee simple title to the property commonly known as 830 N. Clark Street, Chicago, Illinois ("Real Estate") which is legally described on Exhibit A attached hereto. Guarantors are affiliates of Borrower.

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B. On July 31, 2000, Borrower executed and delivered to Lender a Promissory Note in the amount of \$1,400,000 ("Note No. 1") and another Promissory Note in the amount of \$1,400,000 ("Note No. 2"). Note No. 1 evidences a loan in the amount of \$1,400,000 ("Loan No. 1") by Lender to Borrower. Note No. 2 evidences a loan in the amount of \$1,400,000 ("Loan No. 2") by Lender to Borrower. To secure Note No. 1 and Note No. 2 (collectively "Notes"), Borrower, Guarantors Bernard Turek and Glenn Morris executed and delivered to Lender the following documents (collectively "Security Documents"):

1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage No. 1"), which secures Note No. 1 and was recorded with the Cook County Recorder of Deeds on August 2, 2000 as Document No. 00585723;

2. a Junior Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage No. 2") which secures Note No. 2 and was recorded with the Cook County Recorder of Deeds on August 2, 2000 as Document No. 00585724 (Mortgage No. 1 and Mortgage No. 2 are collectively referred to herein as the "Mortgages");

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

4. a Pledge Agreement ("Pledge Agreement") covering Borrower's Account No. 32905 ("Account") with Lender, which had funds in the amount of \$161,016;

5. a Security Agreement ("Security Agreement") covering Borrower's interest in all of its charitable grants, grants-in-aid and other collateral described therein;

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6. Guaranties of Note, Mortgage and Other Undertakings (“Guaranties”) executed by Guarantors, Bernard Turek and Glenn Morris, which are limited guaranties of Note No. 2;

7. an Environmental, ADA and ERISA Indemnification Agreement executed by Borrower; and

8. certain other documents of a security, collateral and evidentiary nature.

C. Bernard Leviton was named in the Security Documents as one of the Original Guarantors. However, Bernard Leviton never remitted his Guaranty to Lender and Lender determined that his Guaranty was not required as a condition of the making of Loan No. 1 or Loan No. 2.

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

E. The outstanding principal balance of Note No. 1 is \$1,400,000 and the outstanding principal balance of Note No. 2 is \$844,134. Borrower has requested Lender to extend the maturity dates of the Notes from February 1, 2002 to February 1, 2004 and to release Bernard Turek, Glenn Morris and Bernard Leviton as guarantors of the obligations of Loan No. 2 (collectively the “Loans”). Lender is agreeable to these requests subject to the covenants, conditions and restrictions contained herein.

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

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1. The Notes are hereby modified and amended as follows:

(a) Subparagraph (a) is hereby amended to change the interest payment months of January, April, July and October to February, May, August and November. Borrower shall remit to Lender concurrently herewith its interest payment for the period of January 1, 2002 to February 1, 2002 in the amount of \$11,452.78. Thereafter, Borrower shall make quarterly payments of interest in accordance with the Notes as hereby revised.

(b) The following sentence shall be added to subparagraph (a) of each of the Notes: "Notwithstanding the foregoing, in no event shall the interest rate applicable to this Note be less than five (5.0%) percent."

(c) Subparagraph (b) of each of the Notes is hereby modified and amended to change the maturity date of February 1, 2002 to February 1, 2004.

(d) There shall be added the following paragraph to page one (1) of each of the Notes:

The Prime Rate is four and three-quarters (4.75%) percent as of the date hereof. Without taking into effect the Interest Rate Floor of five (5.0%) percent, the rate applicable to this Note would be four and three-quarters (4.75%) percent. Notwithstanding the foregoing, Borrower acknowledges and agrees that the rate initially in effect shall be five (5.0%) percent per annum, the Interest Rate Floor.

2. Lender further acknowledges and agrees that Bernard Turek, Glenn Morris and Bernard Leviton have no further personal liability for payment of Loan No. 2 and that they are released as guarantors of Loan No. 2.

3. Section 16(i) is added to the Events of Default provision of each of the Mortgages as follows: "If Rabbi Meir Chai Benhiyoun shall die or be declared legally incompetent or shall no longer be the President of Lubavitch Chabad of the Loop, Gold Coast, and Lincoln Park."

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

(a) title insurance endorsements to Lenders' loan title insurance policies which insure Mortgage No. 1 and Mortgage No. 2 (collectively the "Mortgages") as modified by this Modification and extend the effective dates of the policies to the date of recording of this Modification;

(b) an updated appraisal of the Real Estate;

(c) commercial general liability insurance as required by the Mortgages;

(d) organizational documents of Borrower as follows:

(i) Certified copy of Articles of Amendment showing Borrower's name change from Lubavitch Chabad of the Loop and Lincoln Park to Lubavitch Chabad of the Loop, Gold Coast and Lincoln Park;

(ii) a Borrowing Resolution/Incumbency Certificate;

(iii) a Certificate of Good Standing, and

(iv) Borrower's Internal Revenue Code 501(c)(3) designation; and

(f) a Loan Settlement Statement showing payment of Lender's expenses as set forth in Section 8 hereof.

5. Within one hundred twenty (120) days of the date hereof, Borrower agrees to submit to Lender a business plan in form and quality acceptable to Lender, in Lender's sole reasonable discretion.

6. Borrower hereby affirms its obligations to pay Lender the outstanding indebtedness of the Loans evidenced by the Notes and to perform all covenants and conditions contained in the

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Mortgages, the Pledge Agreement, the Security Agreement, the Security Documents and the other documents evidencing and securing the Loans and the Notes as hereby revised. Borrower agrees to execute such documents as Lender deems necessary to secure Lender's lien on the Real Estate.

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

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

9. Borrower and Guarantors hereby renew, remake and affirm the representations and warranties contained in the Loan Documents as of the execution hereof.

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

11. Guarantors hereby affirm their obligations under their Guaranties and agree that the Guaranties are amended and extended to cover and guaranty Note No. 2 as hereby revised. All references in the Guaranties to Note No. 2 shall mean Note No. 2 as hereby revised. Guarantors

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hereby expressly acknowledge and confirm that by executing this Modification, Lender has not waived, altered or modified Lender's rights under any of the Loan Documents to amend, extend, renew or modify or otherwise deal with the obligations of the parties hereto or any of the security given to Lender in connection therewith without the consent of Guarantors and without such action releasing, modifying, or affecting the obligations of Guarantors or affecting the security heretofore granted to Lender.

12. Borrower and Guarantors 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, the Mortgages, the Pledge Agreement, the Security Agreement, this Modification, the or any of the other obligations, or the collateral secured by the Security Documents, or any agreement, executed or contemplated to be executed in conjunction herewith or any course of conduct or course of dealing, in which Lender, Borrower and Guarantors are adverse parties. This provision is a material inducement for Lender in granting any financial accommodation to Borrower or Guarantors, or any of them.

13. Borrower and Guarantors hereby irrevocably submit to the jurisdiction of any state or federal court sitting in Chicago, Illinois over any action or proceeding based hereon and Borrower and Guarantors hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in such state or federal court. Borrower and Guarantors 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. Borrower and Guarantors 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 Borrower and Guarantors at their addresses as specified in the records of Lender.

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Borrower and Guarantors 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.

Borrower and Guarantors 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 herein above specified. Nothing in this Section shall affect the right of Lender to serve legal process in any other manner permitted by law or affect the right of Lender to bring any action or proceeding against Borrower and Guarantors or their property in the courts of any other jurisdictions.

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

March 27, 2002, to be effective as of February 1, 2002.

LENDER:

The PrivateBank and Trust Company, an Illinois banking corporation

By: Allison M. Mandell
Its Associate Managing Director

BORROWER:

Lubavitch Chabad of the Loop, Gold Coast & Lincoln Park, formerly known as Lubavitch Chabad of the Loop and Lincoln Park, an Illinois not-for-profit corporation, sometimes doing business as Center For Jewish Life

By: [Signature]
Its PRESIDENT

Attest: [Signature]
Its SECRETARY

GUARANTORS:

Dr. Amos Madanes

Daniel Nack

Melvin L. Katten

The Chicago Sun-Times, Inc., an Illinois corporation

By: _____
Its _____

Attest: _____
its _____

Nachson Draiman

Michael L. Silver

Gerald Kanter

John T. Hunter

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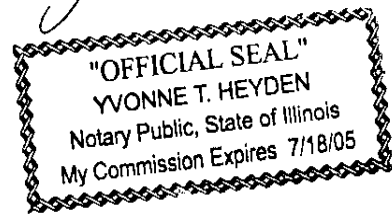
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Allison M. Mandell, Associate Managing Director of The PrivateBank and Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal March 27, 2002.

Yvonne T. Heyden
Notary Public

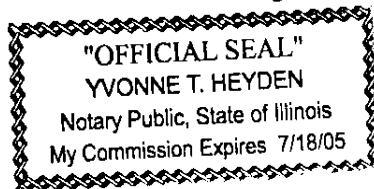


STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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

GIVEN under my hand and Notarial Seal March 27, 2002.

Yvonne T. Heyden
Notary Public



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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 Dr. Amos Madanes, 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 for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2002.

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 Daniel Nack, 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 for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2002.

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 Melvin L. Katten, 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 for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2002.

Notary Public

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

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Michael L. Silver, 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 for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2002.

Notary Public

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

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Gerald Kanter, 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 for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2002.

Notary Public

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

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that John T. Hunter, 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 for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2002.

Notary Public

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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 _____ and _____, _____ and _____, respectively, of The Chicago Sun-Times, Inc., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2002.

 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 Nachshon Draiman, 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 for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2002.

 Notary Public

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EXHIBIT A

LEGAL DESCRIPTION:

Lot 1 in Underwood and Others Subdivision of the East ½ of Block 3 in Bushnell's Addition to Chicago in the East ½ of the South East ¼ of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

COMMONLY KNOWN AS: 830 N. Clark St., Chicago, Illinois
P.I.N.: 17-04-448-019-0000

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