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3935/0005 26 001 Page 1 of 21

2002-12-18 09:58:43

Cook County Recorder 64.50

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING
RETURN TO:**



0021407206

ROCK, FUSCO & GARVEY, LTD.
350 North LaSalle Street, Ste. 900
Chicago, Illinois 60610
Attn: James M. Crowley, Esq.

This space reserved for Recorder's use only

MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 16th day of December, 2002, by and among **COLE TAYLOR BANK, as Trustee under Trust Agreement dated May 1, 1999 and known as Trust No. 99-8247** ("Borrower"), and **TRI-COUNTY INTERNATIONAL, INC., an Illinois corporation and THOMAS THOMPSON** ("Guarantor") and **COLE TAYLOR BANK**, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of EIGHT MILLION AND NO/100THS DOLLARS (\$8,000,000.00) pursuant to the terms and conditions of a certain Loan Agreement dated as of November 9, 2001 between Borrower, Guarantor and Lender, (the "Loan Agreement", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by a Promissory Note dated November 9, 2001, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note").

B. The Note is secured by, among other things, (i) that certain Mortgage and Security Agreement dated November 9, 2001 from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on November 20, 2001, as Document No. 0011090671 ("Mortgage@), which Mortgage encumbers the real property and all improvements thereon legally, described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Leases and Rents dated November 9, 2001, from Borrower to Lender and recorded in the Recorder's Office on November 20, 2001, as Document No. 0011090672 (the "Assignment of Leases"); (iii) that certain Environmental and Personal Indemnity Agreement dated November 9, 2001 from Guarantor to Lender (the "Indemnity Agreement"); and (iv) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, and any other document evidencing, securing

and guarantying the Loan, in their form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan is further secured by a Guaranty dated November 9, 2001 from Guarantor to Lender (the "Guaranty").

D. Borrower now desires to amend the Loan Documents in order to amend the Note to adjust (a) the interest rate and (b) schedule of principal payments, and Lender is willing to amend the Note to adjust (a) the interest rate and (b) schedule of principal payments, on the terms and conditions more fully set forth hereinafter

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 Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's attorneys fees and costs in connection with this Modification, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Amendment to Note.** The Note shall be amended and restated by that certain Amended and Restated Mortgage Note of even date herewith executed by Borrower in the form attached hereto as Exhibit B (the "Amended and Restated Note"). As of the date hereof, the Amended and Restated Note shall be substituted for and replace in its entirety the existing Amended and Restated Note as evidence of the amounts due and owing to Lender, and the existing Amended and Restated Note shall be canceled by Lender.

2. **Principal and Interest.** Commencing on December 16, 2002, through and until December 10, 2006 (the "Maturity Date"), with the first payment due January 10, 2003, Borrower shall pay to Lender interest in arrears on the unpaid principal balance of the Amended and Restated Note at the rate of the greater of (i) four and quarter percent (4.25%) per annum or (ii) Prime, as defined hereinafter, on the outstanding principal balance of the Loan (the "Interest Rate"). Prime is defined as the highest prime lending rate as published from time to time in the Money Section of the Wall Street Journal. In the event The Wall Street Journal shall cease to publish such Prime Rate, the interest rate of the most comparable rate selected by Holder shall be an acceptable substitute therefore. At no time shall the rate of interest be less than four and one quarter percent (4.25%) per annum (the "Floor"). In addition, beginning February 10, 2003 and on the 10th day of each month thereafter through and including the Maturity Date, Borrower shall pay to Lender the sum of Twenty

Thousand and No/100ths Dollars (\$20,000.00), which, so long as no "Event of Default" exists under the terms of the Loan Documents, shall be applied by Lender to reduce the outstanding principal balance of the Loan (the "Principal Reduction Payments"). All principal and interest in connection with the Loan shall be due and payable on December 10, 2006

3. **Amendment to Loan Documents.** The Loan Agreement, Mortgage and all other Loan Documents, shall be amended to provide that the Note shall mean the Promissory Note dated November 9, 2001, in the original principal amount of \$8,000,000.00 and any amendments, modifications or substitutions thereof (including the Amended and Restated Note).

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

(a) The representations and warranties in the Loan Agreement, the Mortgage, the Note and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage or the Loan Agreement) under the Loan Agreement, the Note (as amended), the Mortgage or the other Loan Documents and neither Borrower nor Guarantor knows of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Amended and Restated Note, the Mortgage or the other Loan Documents.

(c) The 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 and Guarantor 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 Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, neither Borrower nor Guarantor has any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(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 Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the 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 and Guarantor.

5. **Reaffirmation of Guaranty and Indemnity Agreement.** Guarantor, jointly and severally, ratifies and affirms the Guaranty and agrees that the Guaranty and the Indemnity Agreement is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty and the Indemnity Agreement are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty and the Indemnity Agreement continue to be the valid and binding obligations of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

6. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Greater Illinois Title ("Title Company") to issue an endorsement to Lender's title insurance policy No. 4279407 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 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.

7. **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.

8. **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.

(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 party.

(d) Borrower, Guarantor and Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the 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 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) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Amended and Restated Note, the Mortgage and the other Loan Documents as amended hereby. 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 Agreement.

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

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

BORROWER:

COLE TAYLOR BANK, a ^{state of IL} ~~national~~ banking association, as Trustee under Trust Agreement dated May 1, 1999 and known as Trust No. 99-8247

By: [Signature]
Name: MARTA M. LUTKUS
Title: VICE PRESIDENT

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

GUARANTOR: Mario V. Gotanco, Asst Secy

TRI-COUNTY INTERNATIONAL, INC.,
an Illinois corporation

By: [Signature]
Its: President
Attest: _____
Its: _____

[Signature]
THOMAS THOMPSON, Individually

LENDER:

COLE TAYLOR BANK

By: [Signature]
Craig Brzezinski, Vice President

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STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ANITA M. LUTKUS Vice President of Cole Taylor Bank and Marlo V. Gotanco, Assistant Secretary, of said Cole Taylor Bank, personally know to me to be the same persons whose name are subscribed to the foregoing instrument as such _____ President and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Cole Taylor Bank, as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of December, 2002.



Sherrri Smith

Notary Public

My Commission Expires:

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, Cynthia Madrigal, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that THOMAS THOMPSON, President ~~Vice~~ President of Tri-County International, Inc., an Illinois corporation and _____, Assistant Secretary, of said Tri-County International, Inc., an Illinois corporation, personally know to me to be the same persons whose name are subscribed to the foregoing instrument as such _____ President and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Tri-County International, Inc., an Illinois corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of December, 2002.

Cynthia Madrigal

Notary Public

My Commission Expires:

2/17/03



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Cynthia Madrigal, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Thompson, 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 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 16th day of December, 2002.

Cynthia Madrigal

Notary Public

My Commission Expires:

2/17/03



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Hannelore Rottmuller, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that CRAIG BRZEZINSKI Vice President of Cole Taylor Bank and MARIO GOTANLO, Assistant Secretary, of said Cole Taylor Bank, personally know to me to be the same persons whose name are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Cole Taylor Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of December, 2002.

Hannelore Rottmuller

Notary Public

My Commission Expires:

2-8-06



EXHIBIT A

Legal Description

PARCEL I:

A PARCEL OF LAND SITUATED IN THE CITY OF CHICAGO TO WIT: ALL THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL, MERIDIAN, TOGETHER WITH THOSE PARTS OF LOTS 3 TO 1, 10 AND 11 IN HART L. STEWART'S SUBDIVISION OF LOTS 11 TO 20 BOTH INCLUSIVE, IN BLOCK 2 IN THE 'SOUTH BRANCH ADDITION TO SAID CITY OF CHICAGO; THAT PART OF LOTS 1 AND 2 IN DAVID KREIGH'S SUBDIVISION IN THE SOUTH, FRACTION OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT PART OF LOTS 21, 22, 23 AND 24 IN ADAM MURRAY'S SUBDIVISION OF LOTS 15 AND 187 IN HIS SECOND SUBDIVISION IN THE MURRAY'S 15 ACRES IN THE SOUTH FRACTION OF THE NORTHWEST 1/4 OF SAID SECTION 28; THAT PART OF THE NORTH AND SOUTH VACATED ALLEY 15 FEET IN WIDTH LYING BETWEEN LOTS 21 AND 22 IN SAID ADAM MURRAY'S SUBDIVISION AND THAT PART OF AN EASTERLY AND WESTERLY STRIP OF LAND 30 FEET IN WIDTH LYING ON THE NORTH SIDE OF AND IMMEDIATELY ADJACENT TO THE NORTHERLY LINE OF THE ORIGINAL LOT 15 IN SAID ADAM MURRAY'S SECOND SUBDIVISION AND THE NORTHERLY SIDE OF LOT 2 IN SAID DAVID KREIGH'S SUBDIVISION SAID STRIP OF LAND EXTENDING FROM THE WEST LINE OF SAID SOUTH BRANCH ADDITION TO THE ORIGINAL EAST LINE OF HALSTED STREET, TOGETHER WITH PART OF VACATED WAIVER STREET IN SAID CITY OF CHICAGO, ALL OF THE PROPERTY DESCRIBED HEREIN LYING IN THE NORTHWEST 1/4 OF SAID SECTION 28, BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN EASTERLY LINE OF SOUTH HALSTED STREET AT SOUTHEAST ANGLE CORNER OF PARCEL OF LAND, CONTAINING AN AREA OF 7009 SQUARE FEET MORE OR LESS WHICH HAS BEEN CONVEYED BY SUSQUEHANNA COAL COMPANY TO CITY OF CHICAGO BY THE FIRST PARCEL IN THE DEED BEARING DATE OF JANUARY 24, 1933 DOCUMENT 11428961 (WHICH PLACE OF BEGINNING IS IN THE SOUTHERLY LINE OF LOT 1 OF DAVID KREIGH'S SUBDIVISION AFORESAID AND IN THE GENERAL NORTHERLY LINE OF LAND FORMERLY OWNED BY GULF, MOBILE AND OHIO RAILROAD); THENCE NORTH 0 DEGREES, 54 MINUTES EAST ALONG SAID EAST LINE OF SOUTH HALSTED STREET (WHICH IS THE EAST LINE OF SAID PARCEL OF LAND CONTAINING 7009 SQUARE FEET MORE OR LESS SO CONVEYED TO THE CITY OF CHICAGO), THROUGH SAID LOT 1 IN DAVID KREIGH'S SUBDIVISION, 207.51 FEET TO GENERAL SOUTHERLY LINE OF SOUTH BRANCH OF THE CHICAGO RIVER, AT NORTHEAST ANGLE CORNER OF SAID LAST MENTIONED PARCEL OF LAND; THENCE NORTH 67 DEGREES 52 MINUTES EAST PARTLY THROUGH SAID LOT 1 OF DAVID KREIGH'S SUBDIVISION 41.18 FEET TO AN ANGLE POINT; THENCE NORTH 86 DEGREES 52 MINUTES EAST PARTLY THROUGH LOT 1 AFORESAID AND THROUGH LOT 6 AND PARTLY THROUGH LOT 5, SAID TWO LAST MENTIONED LOTS BEING IN

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SAID HART L. STEWART SUBDIVISION AFORESAID, 323.94 FEET TO NORTHWEST ANGLE CORNER OF PARCEL OF LAND 30 FEET WIDE WHICH WAS CONVEYED BY GRANITE IMPROVEMENT COMPANY TO NOX-RUST CHEMICAL CORPORATION BY DEED BEARING DATED OF MARCH 4, 1952 AS DOCUMENT 15307405 (THE LAST TWO COURSES AND DISTANCES BEING ALONG SAID GENERAL SOUTHERLY LINE OF SOUTH BRANCH OF CHICAGO RIVER); THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SOUTH BRANCH OF CHICAGO RIVER); THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER TO THE EASTERLY LINE OF LOT 5 AFORESAID; THENCE EASTERLY ALONG THE SOUTHERLY DOCK LINE OF THE SOUTH BRANCH OF CHICAGO RIVER TO A POINT 79 FEET (MEASURED ALONG SAID DOCK LINE) EASTERLY OF THE INTERSECTION OF THE WEST LINE OF LOT 4 IN SAID H.L. STEWART'S SUBDIVISION WITH SAID DOCK LINE; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 88 FEET TO A POINT 119 FEET EAST OF THE WEST LINE OF SAID LOT 4 AS MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE AT RIGHT ANGLES TO LAST DESCRIBED LINE FOR A DISTANCE OF 15 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT IN THE SOUTH LINE OF LOT 3 AFORESAID, WHICH POINT IS 178 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE CONTINUING ON LAST DESCRIBED COURSE EXTENDED TO ITS INTERSECTION WITH A STRAIGHT LINE (SAID STRAIGHT LINE EXTENDS FROM A POINT IN THE NORTH LINE OF LOT 11 IN SAID H.L. STEWART'S SUBDIVISION, SAID POINT BEING 15 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 11, NORTHEASTERLY FOR A DISTANCE OF 292.23 FEET MORE OR LESS TO A POINT WHICH IS 41 FEET NORTH OF THE NORTH LINE OF LOT 26 IN SAID H.L. STEWART'S SUBDIVISION, MEASURED FROM A POINT IN THE NORTH LINE OF SAID LOT 26, 25 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 26); THENCE SOUTHWESTERLY ALONG LAST MENTIONED LINE TO SAID POINT ON THE NORTH LINE OF LOT 11 IN HART L. STEWART'S AND OTHERS SUBDIVISION AFORESAID WHICH IS 15 FEET EASTERLY OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY 87 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF SAID LOT 7 AND THE EAST LINE OF SAID LOT 2, SAID POINT ALSO BEING 24 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID LOT 2 (MEASURED ALONG THE EAST LINE OF SAID LOT 2); SAID POINT BEING 28 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 21 (MEASURED ALONG THE WEST LINE OF SAID LOT 21). (THE LAST FIVE MENTIONED COURSES AND DISTANCES BEING THE SOUTHERLY LINE OF PART OF PARCELS "A", "B" AND "C" AS SHOWN ON THE PRINT OF DRAWING NO. 21471 ATTACHED TO DEED RECORDED AS DOCUMENT 14731252) THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE IF EXTENDED WOULD INTERSECT THE WESTERLY LINE OF LOT 24 IN ADAM MURRAY'S SUBDIVISION OF LOTS 15 AND 18 IN HIS SECOND SUBDIVISION IN THE MURRAY'S 15 ACRES IN SOUTH FRACTIONAL OF THE NORTHWEST 1/4 OF SAID SECTION 28; 7 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 24 TO A POINT 74 FEET DISTANT NORTHEASTERLY OF THE WEST LINE OF LOT 24 AFORESAID; THENCE SOUTH 27 DEGREES 51 MINUTES 48 SECONDS EAST, A DISTANCE OF 11.0 FEET; THENCE SOUTH 57 DEGREES 23 MINUTES

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00 SECONDS WEST A DISTANCE OF 36.2 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 50 SECONDS WEST A DISTANCE OF 29.0 FEET TO A POINT ON THE ABOVE DESCRIBED STRAIGHT LINE THAT IS 11.0 FEET NORTHEASTERLY OF THE WEST LINE OF LOT 24 AFORESAID (AS MEASURED ALONG SAID STRAIGHT LINE); THENCE SOUTHWESTERLY ALONG SAID STRAIGHT LINE A DISTANCE OF 11.0 FEET TO THE EASTERLY LINE OF SOUTH HALSTED STREET (BEING ALSO THE WEST LINE OF LOTS 22 TO 24 IN ADAM MURRAY'S SECOND SUBDIVISION AFORESAID); (THE LAST 5 MENTIONED COURSED AND DISTANCES BEING THE SOUTHERLY LINES OF PART OF PARCEL "B" AND THE EASTERLY AND SOUTHERLY LINES OF PARCEL "D" AS SHOWN ON PRINT OF DRAWING NO. 21471 ATTACHED TO DEED RECORDED AS DOCUMENT 14731252); THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 24, 23 AND 22 ALONG THE ORIGINAL EAST LINE OF SAID HALSTED STREET, TO THE SOUTHERLY LINE OF THE PARCEL OF LAND CONVEYED BY THE SUSQUEHANNA COAL COMPANY TO THE CITY OF CHICAGO BY DOCUMENT 11428961; THENCE EASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY BEING ALSO THE NORTHERLY LINE OF SAID STRIP OF LAND 30 FEET IN WIDTH, A DISTANCE OF 34.26 FEET MORE OR LESS, THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART OF THE LAND CONDEMNED FOR PUBLIC HIGHWAY KNOWN AS I-90/94 BY JUDGMENT ORDER ENTERED MAY 18, 1987 IN CASE NUMBER 86 L 50817).

PIN : 17-28-111-001-0000; 17-28-111-023-0000; 17-28-111-025-0000; 17-28-111-026-0000;
17-28-111-028-0000; 17-28-111-032-0000; 17-28-111-033-0000

Commonly Known As: 2425 South Halsted, Chicago, Illinois 60608

PARCEL II:

(A) THE WEST 51.00 FEET OF LOTS 46 TO 50, BOTH INCLUSIVE, AND TAKEN AS ONE TRACT, IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THAT PART THEREOF LYING NORTH OF A LINE DRAWN 33.00 FEET SOUTH OF AN PARALLEL WITH THE NORTH LINE OF THE AFORESAID LOT 50; AND ALSO EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF A LINE 516.00 FEET NORTH OF AN PARALLEL WITH THE SOUTH LINE OF LOT 26 IN THE AFORESAID WILLARD'S SUBDIVISION, SAID SOUTH LINE BEING ALSO THE NORTH LINE OF WEST 33RD STREET, IN COOK COUNTY, ILLINOIS.

(B): THE NORTH 33.00 FEET OF THE WEST 51.00 FEET OF LOTS 49 AND 50, TAKEN AS ONE TRACT; TOGETHER WITH THE WEST 51.00 FEET OF THAT PART OF WEST 32ND STREET VACATED PER DOCUMENT NUMBER 11127072, NORTH OF AND ADJOINING THE NORTH LINE OF THE AFORESAID LOT 50 LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF THE AFORESAID LOTS 49 AND 50; ALL IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES'

SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN COOK COUNTY, ILLINOIS.

(C): THE NORTH 33.00 FEET OF LOTS 1 AND 2, TAKEN AS ONE TRACT, IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(D): THE NORTH 1/2 OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST 250.00 FEET OF A STRIP OF LAND, 66.00 FEET IN WIDTH, LYING IN THE FOLLOWING DESCRIBED TRACT OF LAND.

LOTS 5 TO 8, BOTH INCLUSIVE; LOTS 43 TO 46, BOTH INCLUSIVE; AND THE 15-FOOT NORTH AND SOUTH ALLEY, VACATED PER DOCUMENT NUMBER 11127072, WEST OF AND ADJOINING THE WEST LINE OF THE AFORESAID LOTS 43 TO 46; ALL IN HERRICK STEVEN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THE SOUTH LINE OF THE AFORESAID STRIP OF LAND BEING A LINE DRAWN 450.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 25 AND 26 IN THE AFORESAID HERRICK STEVEN'S SUBDIVISION, SAID SOUTHLINE OF LOTS 25 AND 26 IN THE AFORESAID HERRICK STEVEN'S SUBDIVISION, SAID SOUTH LINE OF LOTS 25 AND 26 BEING ALSO THE NORTH LINE OF WEST 33RD STREET; AND THE EAST LIMIT OF THE AFORESAID STRIP OF LAND BEING THE EAST LINE OF THE AFORESAID LOTS 43 TO 46; IN COOK COUNTY, ILLINOIS.

(E): THAT PART OF BLOCKS 1 AND 2 IN WALKER AND WESTON'S SUBDIVISION OF BLOCK 4 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDING VACATED STREETS AND ALLEYS, LYING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 38 IN BLOCK 1, 20 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, THENCE NORTHWESTERLY TO A POINT ON THE SOUTH LINE OF LOT 39 IN BLOCK 1, 20 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF LOT 39 AND SAID LINE EXTENDED WEST, ALONG THE SOUTH LINE OF LOT 18 IN BLOCK 1, AND SAID LINE EXTENDED WEST, AND ALONG THE SOUTH LINES OF LOTS 39 AND 18, AND EXTENSIONS THEREOF, IN BLOCK 2, TO A POINT ON THE SOUTH LINE OF LOT 18 IN BLOCK 2, SAID POINT BEING 23.11 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 18; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE SOUTH LINE OF LOT 28 IN BLOCK 2, ALSO BEING THE SOUTH LINE OF BLOCK 2, SAID POINT BEING 11.58 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 28, THENCE EAST

ALONG THE SOUTH LINE OF SAID BLOCK 2, TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 66 FEET EAST OF THE EAST LINE OF LOTS 1 TO 25, INCLUSIVE, IN J.P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 33.65 FEET; THENCE EAST ALONG A LINE 696 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST 33RD STREET, TO ITS INTERSECTION WITH THE EAST LINE OF SAID BLOCK 1; THENCE NORTH ALONG SAID EAST LINE OF BLOCK 1 TO THE POINT OF BEGINNING.

(EXCEPT FROM SAID TRACT THAT PART DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER THEREOF, AND RUNNING THENCE EAST ALONG THE NORTH LINE THEREOF, 21.44 FEET; THENCE SOUTH 1 DEGREE, 30 MINUTES, 57 SECONDS EAST, 17.64 FEET; THENCE SOUTH 87 DEGREES, 56 MINUTES, 27 SECONDS WEST 22.24 FEET TO A POINT ON THE WEST LINE OF SAID TRACT, 17.68 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH ALONG SAID WEST LINE TO SAID NORTHWEST CORNER AND THE POINT OF BEGINNING; WHICH WAS CONVEYED TO THE STAT EO ILLINOIS WARRANTY DEED RECORDED AS DOCUMENT 96495527); IN COOK COUNTY, ILLINOIS.

(F): A PARCEL OF LAND COMPRISED OF A PART OF LOTS 27 AND 28 IN BLOCK 1, LOTS 29 AND 30 IN BLOCK 2, TOGETHER WITH A PART OF VACATED SOUTH WINCHESTER AVENUE BETWEEN SAID BLOCKS 1 AND 2, AND A PART OF VACATED WEST 32ND STREET SOUTH OF SAID BLOCKS 1 AND 2, ALL IN WALKER AND WESTON'S SUBDIVISION OF BLOCK 4 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO A PART OF LOTS 1 TO 5, INCLUSIVE, IN HERRICK STEVEN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 IN SAID CANAL TRUSTEES' SUBDIVISION, AND ALSO A PART OF LOTS 46 TO 50, INCLUSIVE, IN J.P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF SAID BLOCK 5; TOGETHER WITH A PART OF SAID VACATED SOUTH WINCHESTER AVENUE LYING BETWEEN SAID LOTS 1 TO 5, INCLUSIVE, AND LOTS 46 TO 50, INCLUSIVE; WHICH PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL TO AND 200 FEET WEST OF THE WEST LINE OF SOUTH WOLCOTT STREET (FORMERLY LINCOLN STREET) WITH A LINE PARALLEL TO AND 516 FEET NORTH OF THE NORTH LINE OF WEST 33RD STREET, AND RUNNING THENCE WEST ALONG THE LAST ABOVEMENTIONED PARALLEL LINE, A DISTANCE OF 208.06 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 66 FEET EAST OF THE EAST LINE OF LOTS 1 TO 25, INCLUSIVE, IN SAID J.P. WILLARD'S SUBDIVISION; THENCE NORTH ALONG THE LAST ABOVE-MENTIONED PARALLEL LINE AND ITS NORTHERLY EXTENSION, A DISTANCE OF 180 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 696 FEET NORTH OF SAID NORTH LINE OF WEST 33RD STREET; THENCE EAST ALONG THE LAST ABOVEMENTIONED PARALLEL LINE, A DISTANCE OF 208.06 FEET TO ITS INTERSECTION WITH SAID LINE THAT IS PARALLEL TO AND 200 FEET WEST

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OF THE WEST LINE OF SOUTH WOLCOTT STREET (FORMERLY LINCOLN STREET); THENCE SOUTH ALONG THE LAST ABOVE-MENTIONED PARALLEL LINE, A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

(G): A PARCEL OF LAND COMPRISED OF LOTS 47 TO 50, INCLUSIVE, PART OF LOTS 1 TO 4, INCLUSIVE PART OF LOTS 5 AND 46, AND THE VACATED ALLEY LYING BETWEEN SAID LOTS AND PARTS OF LOTS, ALL IN HERRICK STEVENS' SUBDIVISION OF THE EAST 1/2 OF BLOCK 5; ALSO LOT 29 AND PART OF LOTS 27, 28 AND 30, TOGETHER WITH THE VACATED ALLEY LYING BETWEEN SAID LOTS AND PARTS OF LOTS, IN BLOCK 1 OF WALKER AND WESTON'S SUBDIVISION OF BLOCK 4; ALSO, THAT PART OF VACATED WEST 32"D STREET LYING BETWEEN SAID BLOCKS; ALL IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SOUTH WOLCOTT STREET (FORMERLY LINCOLN STREET) WITH A LINE 516 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST 33RD STREET, AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 200 FEET; THENCE NORTH, PARALLEL WITH THE WEST LINE OF SOUTH WOLCOTT STREET, A DISTANCE OF 180 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID WEST 33RD STREET, 200 FEET TO THE WEST LINE OF SOUTH WOLCOTT SECTION, TOWNSHIP, RANGE; THENCE SOUTH 180 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PIN: 17-31-200-040-0000; 17-31-201-020-0000; 17-31-207-034-0000; 17-31-207-037-0000;
17-31-207-038-0000; 17-31-208-012-0000; 17-31-208-016-0000

Commonly Known As: 3210 South Wolcott, Chicago, Illinois 60608

Parcel III

LOTS 36 TO 49, INCLUSIVE, IN THE SUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE EAST 65 FEET AND THE SOUTH 200 FEET OF SAID LOTS 1 AND 2 TAKEN TOGETHER) IN BLOCK 43 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SO MUCH OF THE SOUTHEAST 1/4 OF SAID SECTION 21 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

PINNOS.: 17-21-309-015, 17-21-309-001, 17-21-309-002, 17-21-309-003, 17-21-309-004, 17-21-309-005, 17-21-309-006 and 17-21-309-007

PROPERTY ADDRESS: 1601 SOUTH CANAL STREET, CHICAGO, ILLINOIS 60616

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EXHIBIT B

AMENDED AND RESTATED PROMISSORY NOTE

Loan No. _____
\$8,000,000.00

December 16, 2002

THIS AMENDED AND RESTATED PROMISSORY NOTE, made this 16th day of December, 2002 by **COLE TAYLOR BANK, as Trustee under Trust Agreement dated May 1, 1999 and known as Trust No. 99-8247** ("Borrower"), to and for the benefit of **COLE TAYLOR BANK**, its successors and assigns ("Lender").

RECITALS

WHEREAS Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of EIGHT MILLION AND NO/100THS DOLLARS (\$8,000,000.00) pursuant to the terms and conditions of a certain Loan Agreement dated as of November 9, 2001 between Borrower and Tri-County international, Inc., an Illinois corporation and Lender, (the "Loan Agreement", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by a Promissory Note dated November 9, 2001, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note").

The Note is secured by a certain Mortgage and Security Agreement of even date with the Loan Agreement, as amended, made by Borrower which encumbers a certain real estate parcel ("Premises"), the Assignment of Rents and Leases also of even date with the Loan Agreement made by Borrower to Lender, and certain other documents and instruments described in the Note and the Loan Agreement (said documents, together with the Loan Agreement, referred to herein as the "Loan Documents").

Borrower, Guarantor and Lender have now agreed to amend the Note and the Loan Documents to reflect an adjustment in (a) the interest rate and (b) the schedule of principal payment due under the Note, pursuant to the terms of that certain Modification of Loan Documents of even date herewith. Lender, Borrower and Guarantor agree that it is therefore appropriate to amend and restate the Note in its entirety to reflect the amendments to the Note (as amended from time to time), as set forth in the Modification of Loan Documents of even date herewith.

ACCORDINGLY, Borrower hereby amends and restates the Note to read in its entirety as follows:

1. FOR VALUE RECEIVED, the undersigned, **COLE TAYLOR BANK, as Trustee under Trust Agreement dated May 1, 1999 and known as Trust No. 99-8247** (hereinafter "Borrower"), promises to pay to the order of **COLE TAYLOR BANK**, its successors and assigns ("Lender" or "Holder"), in the manner provided herein the principal sum of EIGHT MILLION AND NO/100THS DOLLARS (\$8,000,000.00) together with interest prior to maturity on the balance of principal remaining from time to time unpaid at the respective rates set forth below and interest after

maturity on such balances at the Default Rate specified in Section 5 hereof (in each case computed daily on the basis of (a) be computed on the basis of a year consisting of 360 days and (b) be charged for the actual number of days within such monthly period for which interest is charged, for each day all or any part of the principal balance hereof shall remain outstanding), principal and interest hereon being payable as hereinafter provided.

2. Principal and interest upon this Note shall be paid as follows:

- (a) Commencing on December 16, 2002, and on the tenth day of each and every month thereafter, with the first payment due January 10, 2003, Borrower shall pay to Lender interest in arrears on the unpaid principal balance, at the rate of the greater of (i) four and quarter percent (4.25%) per annum or (ii) Prime, as defined hereinafter, on the outstanding principal balance of the Loan (the "Interest Rate"). Prime is defined as the highest prime lending rate as published from time to time in the Money Section of the Wall Street Journal. In the event The Wall Street Journal shall cease to publish such Prime Rate, the interest rate of the most comparable rate selected by Holder shall be an acceptable substitute therefore. At no time shall the rate of interest be less than four and one quarter percent (4.25%) per annum (the "Floor"). In addition, beginning February 10, 2003 and on the 10th day of each month thereafter until the Maturity Date (as defined hereinafter), Borrower shall pay to Lender the sum of Twenty Thousand and no/100ths Dollars (\$20,000.00), which, so long as no "Event of Default" exists under the terms of the Loan Documents, shall be applied by Lender to reduce the outstanding principal balance of the Loan (the "Principal Reduction Payments").
- (b) All payments on account of the indebtedness evidenced by this Note shall be first applied to interest, then to late charges, then to repayment of any additional advances or costs, including reasonable attorney's fees, incurred by the Lender, with interest thereon and the remainder to principal.
- (3) **The loan ("Loan") evidenced by this Note is payable in full on December 10, 2006, (herein called the "Maturity Date") or on demand. At maturity, or if the Lender demands payment, you must repay the entire principal balance of the loan and unpaid interest then due. Lender is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you money at prevailing market rates, which may be considerably higher than the interest rate hereunder.**

3. The Holder of this Note may collect a "late charge" of Five (5%) of any installment which is not paid on or before or within ten (10) days of the due date thereof to cover the extra expenses involved in handling delinquent payments.

4. Payments upon this Note shall be made (a) at such place as the Holder of this Note may from time to time in writing appoint, provided that in the absence of such appointment, such

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payments shall be made at the offices of Cole Taylor Bank, at 111 West Washington, Fourth Floor, Chicago, Illinois 60602 and (b) in lawful money of the United States of America which shall be in legal tender for public and private debts at the time of payment.

5. (I) Borrower shall be in default upon the occurrence of any of the following events, circumstances or conditions ("Events of Default"):

- (a) Any default hereunder, including but not limited to the failure to make the required monthly payments required hereunder or in any other document securing this Promissory Note;
- (b) Any default under any of the Loan Documents (as hereinafter defined), securing this Promissory Note;
- (c) Maturity of the indebtedness evidenced hereby whether by passage of time or otherwise;
- (d) The making or furnishing of any written representation, statement or warranty to Lender which is or becomes false or incorrect in any material respect by or on behalf of Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Note or any other obligations Borrower has with Lender; or
- (e) The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Note or any other obligations Borrower has with Bank; or
- (f) Any creditor attaches any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of the Borrower's or any one of their, accounts, including deposit accounts, with Lender;
- (g) Failure to obtain or maintain the insurance coverages required by Lender, or insurance as is customary and proper for any collateral (as herein defined); or
- (h) Failure to pay or provide proof of payment of any tax, assessment, rent, insurance premium or escrow, escrow deficiency on or before its due date; or
- (i) A default by Borrower under any other loan agreement or obligation between Borrower and Lender;

then and in any such event, the entire principal balance hereof, at Lender's sole option, shall thereafter bear interest at the rate of Five percent (5%) over the then current interest rate under this

Note (herein called the "Default Rate") and at the election of the Holder hereof, and with notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall be and become at once due and payable at the place herein provided for payment.

(II) In addition, Lender reserves the right to demand payment of all amounts due in connection with this Note, at any time. The demand feature of the loan evidenced by this Note shall not be enforced unless one or more of the following have occurred:

- (a) bankruptcy or insolvency of any Borrower or guarantor;
- (b) death of any Borrower or guarantor;
- (c) non-payment of hazard insurance;
- (d) non-payment of any amounts due hereunder;
- (e) transfer of ownership in violation of any of the mortgages;
- (f) violation of any of the covenants, conditions or provisions of any of the Mortgages or any of the other Security Agreements;
- (g) failure to provide such information as Lender may reasonably request with regard to the Borrower and/or any collateral pledged as security for this Note;
- (h) default of any other obligation outstanding and secured by the collateral securing this Note;
- (i) Borrower's failure to maintain accounts with Lender as required hereunder; and
- (j) any other default or event of default under any of the Security Agreements.

Failure to exercise this option with respect to any failure or breach by the Borrower shall not constitute a waiver of the right as to any subsequent failure or breach.

6. This Note is given to evidence an actual loan in the above amount and is the Note referred to in and secured by:

- (a) A Mortgage and Security Agreement (herein called the "Mortgage") dated November 9, 2001, on certain real estate owned by Borrower (the "Premises") in Cook County, Illinois;
- (b) An Assignment of Leases and Rents dated November 9, 2001, between Lender and Borrower;
- (c) Various Security Agreements on certain personal property now or hereinafter located on the Premises and Borrower's right to rents, issues and profits arising out of the Premises;
- (d) An Environmental and Personal Indemnity Agreement from Tri-County International, Inc. an Illinois corporation and Thomas Thompson to Lender dated November 9, 2001;
- (e) UCC-1 Financing Statement;

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- (0)6 A Personal Guaranty from Thomas Thompson to Lender dated November 9, 2001;
- (0)7 A Collateral Assignment Under Land Trust and Security Agreement Land Trust, from Tri-County International, Inc. an Illinois corporation to Lender dated November 9, 2001;
- (0)8 A Security Agreement-Chattel Mortgage on certain personal property now or hereinafter located on the Mortgaged Premises;
- (0)9 A Loan and Security Agreement and such other security instruments that are of even date herewith and, together with any other instrument now or hereafter given to secure the payment hereof are collectively referred to herein as the "Loan Documents".

and reference is hereby made to the Mortgage, the Environmental and Personal Indemnity Agreement, the Personal Guaranty, the Collateral Assignment Under Land Trust and Security Agreement Land Trust, the various Security Agreements, the Loan and Security Agreement, the Assignment of Leases and Easements and UCC-1 Financing Statement, the Security Agreement-Chattel Mortgage, together with any other instrument now or hereafter given to secure the payment hereof are collectively referred to herein as the "Loan Documents", which are hereby incorporated herein by this reference as fully and with the same effect as if set forth herein at length.

7. At the election of the Holder hereof, and with notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall be and become at once due and payable at the place herein provided for payment, (a) in the case of default after the date payment of interest becomes due in accordance with the terms hereof, or (b) upon the occurrence of any Event of Default as defined in this Note or any default under any other Loan Document evidencing or securing this Note. All notices required under this Note will be in writing and will be transmitted in the manner and to the addresses or facsimile numbers required by the Mortgage and Security Agreement, or to such other addresses or facsimile numbers as Lender and Borrower may specify from time to time in writing.

8. The Borrower acknowledges that a condition of the loan evidenced hereby is that monthly payments be automatically debited from an active checking account maintained by Borrower with Lender. If, at any time, the account becomes overdrawn due to an automatic draft to cover loan payments under this Note, including tax and insurance deposits, or the account is closed, the Lender has the option to automatically increase the interest rate hereunder by one-half percent for the remaining term of the loan. An active account is defined as an account with a minimum of two deposits and five check transactions per month.

9. Borrower represents that the loan evidenced by this Note is a business loan within the purview and intent of the Illinois Interest Act (815 ILCS 205/4 et seq.), transacted solely for the purpose of carrying on or acquiring a business, as contemplated by said Act.

10. In the event that this Note is placed in the hands of an attorney-at-law for collection after maturity, or upon default, or in the event that proceedings at law, in equity, or bankruptcy, receivership or other legal proceedings are instituted in connection herewith, or in the event that this Note is placed in the hands of an attorney-at-law to enforce any of the rights or requirements contained herein or in the Mortgage or Assignment or other instruments given as security for, or related to, the indebtedness evidenced hereby, the Borrower hereby agrees to pay all reasonable costs of collecting or attempting to collect this Note, without limitation, reasonable attorneys' fees (whether or not suit is brought), in addition to all principal, interest and other amounts payable hereunder, all of which shall be secured by the Mortgage and Assignment.

11. Funds representing the proceeds of the indebtedness evidenced hereby which are disbursed by mail, wire transfer or other delivery to the Borrower to escrows or otherwise for the benefit of the Borrower shall, for all purposes, be deemed outstanding hereunder and to have been received by the Borrower as of the date of such mailing wire transfer or other delivery, and interest shall accrue and be payable upon such funds from and after the date of such wire transfer, mailing or delivery and until repaid, notwithstanding the fact that such funds may not at any time have been remitted by such escrows to the Borrower or for its benefit.

12. This Note shall be governed by the laws of the State of Illinois.

13. As part and parcel of the Loan, Borrowers shall also be liable and shall pay all of the Lender's out of pocket expenses, including, but not limited to, credit report, inspection fees, appraisal fee and reasonable legal expenses. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of this Note and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law.

14. Prepayment Premium. So long as Borrower is not in default under the terms of this Note, or any documents securing this Note, privilege is reserved by Borrower to repay the principal balance hereunder, in whole or in part, with accrued interest thereon to date of payment on any installment which is then due, upon giving thirty (30) days prior written notice to Lender hereof of the intention to make such prepayment. In addition, Borrower agrees to pay Lender the sum of \$200.00 for each release or partial release prepared. Borrower agrees that said sum is reasonable.

15. Borrower grants to Lender a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all of Borrower's (or any one of them) right, title and interest in and to, Borrower's (or any one of their) accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower, or any one of them may open in the future. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

16. All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

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17. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

18. Except as set forth hereinabove, Borrower hereby: (a) waives protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor, (b) consents to any renewals and extensions for payment on this Note, regardless of the number of such renewals or extensions, (c) consents to Lender's release of any endorser, guarantor, surety, accommodation maker or any other co-signer, (d) consents to the release, substitution or impairment of any collateral, (e) consents that Borrower, or any Borrower herein, is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note, (f) consents to Lender's right of set-off as any right of set-off of any bank participating in the Loan, (g) consents to any and all sales, repurchases and participation of this Note to any person in any amounts and waive notice of such sales, repurchases or participation of this Note.

IN WITNESS WHEREOF, the undersigned have executed this Note as of the date first above written.

BORROWER:

COLE TAYLOR BANK, as Trustee under Trust Agreement dated May 1, 1999 and known as Trust No. 99-8247

By: _____
Its: _____

Attest: _____
Its: _____