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Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 06/30/2003 12:03 PM Pg: 1 of 6

*This instrument was prepared by
and, after recording, return to:*

*William J. Mitchell
MELTZER, PURTILL & STELLE
1515 East Woodfield Rd., Ste 250
Schaumburg, IL 60173-5431*

TICOR TITLE INSURANCE

Property of Cook County Clerk's Office

Permanent Real Estate Tax Index No.:
See Exhibit "A" attached

Street Address:
SW Corner Lake Street and Euclid Ave.
Oak Park, Cook County, IL

SUPPLEMENTAL AGREEMENT

Re: Euclid Commons

THIS SUPPLEMENTAL AGREEMENT ("Agreement") is made and entered into as of this 2nd day of June, 2003, by and between MIDWEST BANK AND TRUST COMPANY ("Bank") and EUCLID COMMONS, LLC, an Illinois limited liability company ("Borrower").

RECITALS

Bank has agreed to extend an acquisition, development and construction loan to Borrower in the amount of \$5,400,000 ("Loan") for the development of a mixed-use retail and residential project located at the southwest corner of Euclid Avenue and Lake Street, Oak Park, Illinois, and commonly known as the Euclid Commons ("Project"). The Loan is evidenced by a certain Promissory Note made as of even date herewith by Borrower, payable to the order of Bank in the principal amount of \$5,400,000 ("Note") and secured by a certain Construction Mortgage ("Mortgage") and each of the "Related Documents" defined therein, each made by Borrower and certain others to Bank as of even date herewith (the Note, Mortgage and all such Related Documents are hereinafter collectively referred to as the "Loan Documents").

Borrower and Bank have negotiated certain changes to the Loan Documents and have elected to enter into this Agreement to amend and supplement the Loan Documents as provided herein; which changes and alterations shall be governing.

(b)

BOX 15

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ACCORDINGLY, Bank and Borrower agree as follows:

1. RECITALS: The recitations of fact and agreement set forth in the foregoing Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though such Recitals were fully set forth in this Section 1, and this Agreement shall be construed in accordance therewith.
2. AMENDMENTS TO LOAN DOCUMENTS: The Loan Documents are amended to include the following revisions:
 - A. Disbursements of the Loan shall be made periodically in accordance with the terms of the Loan Documents generally, governed by the terms of the construction escrow agreement in force from time to time with the title company providing title insurance coverage to the Bank.
 - B. Any late charges permitted to be imposed under the Loan Documents shall not apply with respect to non-payment at maturity or the earlier acceleration of the Loan, and the Borrower shall have a grace provision permitting two late payments without incurring any such charges, so long as the delinquency for either such payment is not more than 20 days after the date when such payments were due.
 - C. Borrower shall have a grace period of ten days after the date when due to remit payment of principal and/or interest due under the Note, and a grace period of ten days after written notice with regard to payment of any other amounts due under the Loan Documents.
 - D. Defaults relating to "False Statements" and/or "Defaults in favor of Third Parties" shall be limited to such events that have a material and adverse effect upon either the Borrower's ability to perform or the collateral for the Loan.
 - E. Defaults regarding "Death or Insolvency" relative to the appointment of a receiver for, and/or the sale or assignment of, the Borrower's property and assets should be limited to such events involving only all or a substantial portion of such assets and property. Further, Borrower's involvement in "creditor workouts" or "insolvency proceedings" should be limited to such events where the Borrower is the subject of such matters.
 - F. Default provisions entitled "Adverse Change" and "Insecurity" and the subject matters thereof are deleted in their entirety from the Loan Documents.
 - G. "Due on Sale" provisions should not relate to any transfers for estate purposes, so long as the transfer is made to a related person or entity and the transferor retains control.
 - H. Notwithstanding the provisions of the "Property Damage Insurance" and related sections of the Loan Documents, Bank shall permit the proceeds of insurance to be made available for the reconstruction of the Project in the event of a casualty, so long as such proceeds,

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when taken together with amounts available from Borrower are sufficient to complete such restoration and/or reconstruction.

I. "Lender's Expenditures" provisions should only relate to actions taken after a Default has occurred and is continuing.

J. "Full Performance" sections shall be modified to reflect that the Loan may be structured to permit partial releases from time to time.

K. All actions taken by the Bank under the Loan Documents shall be undertaken in good-faith and in a commercially reasonable manner. All fees, costs and expenses incurred under the Loan Documents and chargeable to Borrower shall be reasonable.

L. With regard to the Commercial Guaranty entered into by the "Guarantors" referenced in the Loan Documents, Bank hereby agrees that:

(i) Subsection "(E)" of the "Guarantor's Representations and Warranties" section shall be modified to prohibit transfers of a substantial portion of Guarantor's property in lieu and replacement of a prohibition of the transfer of any property.

(ii) Delete in the "Guarantor's Waivers" section the waiver of any right to notice to the extent provided for under the documents, and include the modification that Guarantor will not waive defenses to Bank's negligence, willful misconduct or other inequitable actions or actions which are in bad faith or against public policy.

(iii) Delete the "Right to Setoff" section.

3. EFFECT: This Agreement shall amend the Loan Documents and shall be binding upon the parties thereto and hereto. In the event of a Conflict between the term hereof and the terms of any Loan Documents, the terms of this Agreement shall govern.

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THIS AGREEMENT may be executed in counterparts, which when taken together shall constitute a single original. This Agreement is made and delivered as of the date first above written.

BANK:

MIDWEST BANK AND TRUST COMPANY

By: [Signature]
Its: SVP

ATTEST:

By: [Signature]
Its: Regional Pres.

BORROWER:

EUCLID COMMONS, LLC

By: CHITOWN DEVELOPMENT, L.L.C.

By: [Signature]
Its: _____

By: FOCUS MANAGEMENT, L.L.C.

By: [Signature]
Its: Manager

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ken Kosin, the SP. V.P. of MIDWEST BANK AND TRUST COMPANY ("Bank"), and Sheldon Bolderson, the REGIONAL PRESIDENT of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SP. V.P. and REGIONAL PRESIDENT respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 12th day of June, 2003.

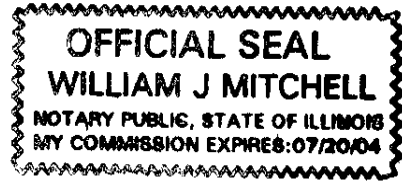
NOTARY PUBLIC

[SEAL]

My commission expires:

July 07, 2004

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Seymour Tarsan, the Manager of Chitown Development, L.L.C. and Timothy Anderson the Manager of Focus Management, L.L.C. (collectively, "Managers"), each on behalf of the Members of Euclid Terraces, L.L.C. ("Borrower"), and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managers of the Members of Borrower, respectively, 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 Members and Borrower, respectively, for the uses and purposes therein set forth.

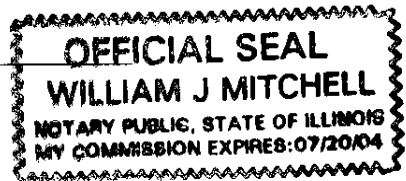
GIVEN under my hand and notarial seal, this 12th day of June, 2003.

NOTARY PUBLIC

[SEAL]

My commission expires:

July 07, 2004



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EXHIBIT A

Legal Description

PARCEL 1:

LOTS 1 AND 2 IN SECOND RESUBDIVISION OF THE SUBDIVISION OF LOT 24 IN JAMES W. SCOVILLE'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 26.86 FEET OF LOT 3 IN SECOND RESUBDIVISION OF THE SUBDIVISION OF LOT 24 IN JAMES W. SCOVILLE'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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