



This Instrument Prepared by and
to be Returned After Recording to:

James A. Schraidt
Seyfarth Shaw
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

Permanent Tax Index Numbers:
08-25-200-008-0000
08-25-200-010-0000

Address of Premises:
Parcel A: Vacant Land on Wille Road
Des Plaines, Illinois

Parcel B: 1669 Marshall Drive
Des Plaines, Illinois

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of July 31, 2003, by and among LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as successor Trustee to American National Bank and Trust Company of Chicago under a Trust Agreement dated August 1, 1994, and known as Trust No. 118587-01, and not personally (the "Mortgagor"), RHS LIMITED PARTNERSHIP, an Illinois limited partnership (the "Beneficiary") (the "Beneficiary"), ILLINOIS AUTO TRUCK CO., INC., an Illinois corporation ("IAT"), and BANK ONE, NA, a national banking association, headquartered in Chicago, Illinois (the "Bank") successor by merger to American National Bank and Trust Company of Chicago, a national banking association ("American National");

WITNESSETH:

WHEREAS, the Mortgagor, the Beneficiary, IAT and American National heretofore entered into the following documents (collectively, the "Documents"):

- (i) Loan Agreement dated as of June 1, 2002, by and among the Mortgagor, the Beneficiary and American National;
- (ii) Mortgage Note dated June 1, 2002 (the "Note"), from the Mortgagor and the Beneficiary to American National in the principal amount of \$1,200,000;
- (iii) Mortgage and Security Agreement dated as of June 1, 2002 (the "Mortgage"), from the Mortgagor to American National, and joined by the Beneficiary

*Box 118
Schra*

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for the limited purposes set forth therein, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 7, 2002, as Document No. 0020637671;

(iv) Assignment of Rents and Leases dated as of June 1, 2002 (the "Assignment of Rents"), from the Mortgagor and the Beneficiary to American National, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 7, 2002, as Document No. 0020637672;

(v) Collateral Assignment of Beneficial Interest dated as of June 1, 2002, from the Beneficiary to American National;

(vi) Indemnity Agreement dated as of June 1, 2002, from the Beneficiary and IAT to American National; and

(vii) Guaranty of Payment and Performance dated as of June 1, 2002, from IAT to American National; and

WHEREAS, certain of the Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, the Documents evidence and secure a loan (the "Loan") made under and pursuant to the Loan Agreement which is outstanding on the date hereof in the principal amount of \$1,113,333.29; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; Defined Terms. The foregoing recitals are hereby incorporated into and made a part of this Agreement. Capitalized Terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement as previously modified and amended by the Prior Modification, and as modified and amended hereby.

Section 2. Extension of Maturity. The maturity date of the Loan is hereby extended from May 31, 2005, to June 30, 2009, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "May 31, 2005" is hereby changed to "June 30, 2009" each time it appears in the Documents.

Section 3. Amendment of Interest Rate and Payment Schedule. The parties agree that the Applicable Margin for purposes of calculating the LIBOR-Based Rate shall be reduced from 1.95% to 1.40%, and the Loan shall be payable in monthly installments of interest only, in arrears, and that a payment of all unpaid principal of and accrued and unpaid interest on the Loan shall be due and payable in full on June 30, 2009. Without limitation of the generality of the foregoing, the fourth and fifth sentences of Section 1(a) of the Loan Agreement and the

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definition of "Applicable Margin " contained in Section 1(c) of the Loan Agreement are hereby amended in their entirety and restated as follows"

(a) ... "Interest only on the Loan and the Note shall be payable monthly in arrears on the last day of each month commencing July 31, 2003. All of the principal of, and accrued and unpaid interest on the Loan and the Note shall be due and payable in full on June 30, 2009."; and

(c) ... "Applicable Margin' shall mean for any period 1.40%."

Section 4. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

Section 5. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as modified and amended herein. The Mortgagor, the Beneficiary and IAT hereby (i) confirm and reaffirm all of their obligations under the Documents, as modified and amended herein; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that the Bank has not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents, as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents", shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

Section 6. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies and represents, and the Beneficiary and IAT hereby certify, represent and warrant, to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 7. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 8. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

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Section 9. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 11. Construction

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 12. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 14. Execution by Mortgagor. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, ^{warranties} covenants, undertakings and agreements herein made on the part of the Mortgagor, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagor are nevertheless each and every one of them, made and intended not as personal representations, ^{warranties} covenants, undertakings and agreements by LaSalle Bank National Association in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against LaSalle Bank National Association on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

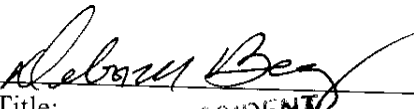
Section 15. Limited Recourse Obligation. None of the obligations of the Beneficiary hereunder shall be enforceable against its general partner in his capacity as a partner of the Beneficiary. Nothing contained in this Section 15 shall affect or limit the ability of the Bank to enforce any of its rights or remedies with respect to any property encumbered by the Mortgage and the other Loan Documents. Nothing contained in this Section 15 shall affect or

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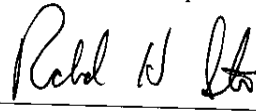
limit the rights of the Bank to proceed against any person or entity, including the Beneficiary or any partner in the Beneficiary, with respect to the enforcement of any guarantees of payment or guarantees of performance or other similar rights.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

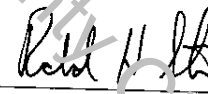
LASALLE BANK NATIONAL ASSOCIATION,
solely as successor Trustee to American National
Bank and Trust Company of Chicago as aforesaid
and not personally

By: 
Title: VICE PRESIDENT

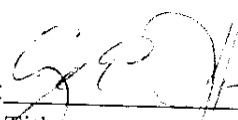
RHS Limited Partnership

By: 
Duly Authorized General Partner

ILLINOIS AUTO TRUCK CO., INC.

By: 
Title: President

BANK ONE, NA

By: 
Title: First Vice President

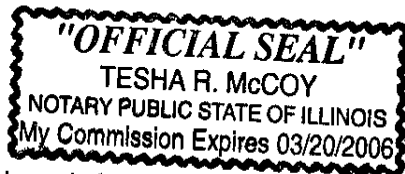
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

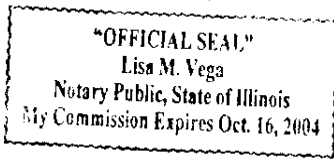
The foregoing instrument was acknowledged before me this 27th day of ~~July~~ ^{August}, 2003, by ~~OFFICERS~~ VICE PRESIDENT, of LaSalle Bank National Association, a national banking association, successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated August 1, 1994, and known as Trust No. 118587-01, on behalf of said Trustee.

Tesha R. McCoy
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



The foregoing instrument was acknowledged before me this 31 day of July, 2003, by Richard H. Stein, duly authorized general partner of RHS Limited Partnership, an Illinois limited partnership, on behalf of said limited partnership.



Lisa M. Vega
Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 31 day of July, 2003, by Richard H Stein, President, of Illinois Auto Truck Co., Inc., an Illinois corporation, on behalf of the corporation.

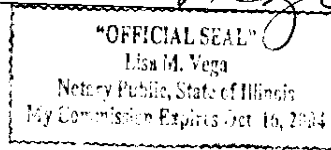
Lisa M. Vega
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 31 day of July, 2003, by Ezra L Jaffe, First Vice President of Bank One, NA, a national banking association, on behalf of the association.

Lisa M. Vega
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL A

LOT 1 IN INTERCONTINENTAL INDUSTRIAL SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B

LOT 3 IN INTERCONTINENTAL INDUSTRIAL SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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