



Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 08/28/2003 12:09 PM Pg: 1 of 5

Prepared By:
ALLEN C. WESOLOWSKI
MARTIN & KARCAZES, LTD.
161 N. Clark - #550
Chicago, Illinois 60601

Mail to:
EDENS BANK
3245 W. Lake Avenue
Wilmette, Illinois 60091

MODIFICATION AGREEMENT

② 7951624 JCTI

THIS MODIFICATION AGREEMENT made as of this 30th day of April, 2003, by and between CHALLINOR WOOD PRODUCTS, INC., an Illinois corporation (hereinafter called "Borrower"), ALICE B. CHALLINOR, AS TRUSTEE OF THE ALICE B. CHALLINOR TRUST DATED MARCH 29, 2000 AND AS SUCCESSOR TRUSTEE OF THE PETER C. CHALLINOR TRUST DATED MARCH 29, 2000 (hereinafter called "Mortgagor") and EDENS BANK, an Illinois banking corporation, with an office at 3245 W. Lake Avenue, Wilmette, Illinois 60091 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On October 9, 2001, for full value received, Borrower executed and delivered to Lender a Promissory Note in the principal amount of SEVEN HUNDRED FIFTY THOUSAND (\$750,000.00) DOLLARS (hereinafter called "Note"), pursuant to a Revolving Line of Credit Loan Agreement of even date between Borrower and Lender (collectively, the "Loan Agreement").

B. PETER C. CHALLINOR, AS TRUSTEE OF THE PETER C. CHALLINOR TRUST DATED MARCH 29, 2000 and ALICE B. CHALLINOR, AS TRUSTEE OF THE ALICE B. CHALLINOR TRUST DATED MARCH 29, 2000 secured the obligations under the Note by granting to Lender a certain Mortgage (hereinafter called the "Mortgage") and an Assignment of Rents, dated October 9, 2001, covering certain improved real property at 328 Linden, Wilmette, IL, County of Cook, State of Illinois, which Mortgage and Assignment of Rents were recorded as Document Nos. 0010960812 and 0010960813, respectively with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

LOT 19 IN BLOCK 14 IN LAKE SHORE ADDITION TO WILMETTE, BEING A SUBDIVISION OF THE SOUTHEASTERLY 160 ACRES OF THE NORTH SECTION OF QUILMETTE RESERVATION.

PIN: 05-35-111-012-0000

BOOK 333-CP

UNOFFICIAL COPY

C. On March 22, 2002, for full value received, Borrower executed and delivered to Lender a Promissory Note in the principal amount of TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS (hereinafter called "Junior Note"), pursuant to a Revolving Line of Credit Loan Agreement of even date between Borrower and Lender (collectively, the "Junior Loan Agreement").

D. Borrower and Lender agreed to consolidate the Note and Junior Note and increase the line of credit to \$1,200,000.00 as evidenced by a Modification Agreement dated October 9, 2002 and a Promissory Note dated October 9, 2002 in the original principal amount of \$1,200,000.00 (the "Consolidated Note")

E. Borrower and Lender have agreed to an additional advance of \$300,000.00 and to renew the Consolidated Note for an additional year.

F. The principal balance of the Consolidated Note as of April 30, 2003 is \$1,119,823.10.

G. Borrower and Mortgagor represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Lender, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgage Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Mortgage and Assignment of Rents are modified as follows:

1. Lender shall advance an additional sum of \$300,000 and renew the Consolidated Note for an additional year as evidenced by a Promissory Note in the amount of \$1,500,000.00 dated April 30, 2003 (the "Renewal Note"), pursuant to the terms and conditions of a Revolving Line of Credit Loan Agreement dated April 30, 2003 (hereinafter the "Renewal Loan Agreement").
2. Borrower shall pay a Loan Fee of \$3,000 to Lender and reimburse Lender its attorneys' fees of \$500.00 and any expenses incurred in the recording of the Modification Agreement.
3. All other terms and conditions of the Mortgage and Assignment of Rents shall remain in full force and effect.

In consideration of the renewal of the Consolidated Note and the increase of the line of credit to \$1,500,000.00, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Renewal Note, secured by the Mortgage and Assignment of Rents, as herein modified, and to perform the covenants contained in the aforementioned documents, and Borrower and Mortgagor represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first

UNOFFICIAL COPY

and subsisting lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the validity of the Renewal Note and other loan documents as identified hereby, or the lien created thereby or any other documents executed by Borrower or Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note and other instruments and documents executed in connection with the subject loans, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

The undersigned hereby authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

CHALLINOR WOOD PRODUCTS, INC.

Attest:



Its

Secretary

By:



Its

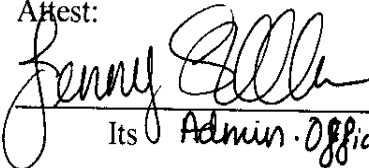
President



ALICE B. CHALLINOR, AS TRUSTEE OF THE ALICE B. CHALLINOR TRUST DATED MARCH 29, 2000 AND AS SUCCESSOR TRUSTEE OF THE PETER C. CHALLINOR TRUST DATED MARCH 29, 2000

EDENS BANK, Lender:

Attest:



Its

Admin. Office Secretary



Its

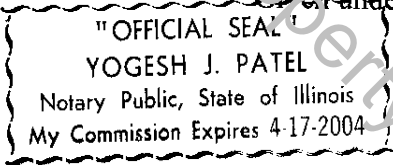
A.V. President

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that Marc Challinor and A. B. Challinor, known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary of Challinor Wood Products, Inc., 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 this 30th day of April, 2003.

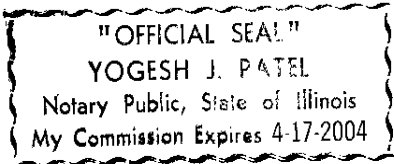


Yogesh J. Patel
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that ALICE B. CHALLINOR, known to me to be the same person whose name is subscribed to the foregoing instrument as Trustee of the Alice B. Challinor Trust dated March 29, 2000 and as Successor Trustee of the Peter C. Challinor Trust dated March 29, 2000, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, as Trustee of the Alice B. Challinor Trust dated March 29, 2000 and as Successor Trustee of the Peter C. Challinor Trust dated March 29, 2000, with the authority to so act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of April, 2003.



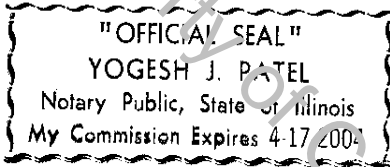
Yogesh J. Patel
Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Yogesh J. Patel, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Todd Rom and Jenny Shukla, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the A.V. President and Ad. Gbirek Secretary of EDENS BANK and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, and as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 30th day of April, 2003.



Yogesh J. Patel.
Notary Public

Property of Cook County Clerk's Office