



Doc#: 0332118165  
Eugene "Gene" Moore Fee: \$38.00  
Cook County Recorder of Deeds  
Date: 11/17/2003 02:57 PM Pg: 1 of 8

RECORDATION REQUESTED BY:

GreatBank a National  
Association  
3300 W. Dempster  
Skokie, IL 60076

WHEN RECORDED MAIL TO:

GreatBank a National  
Association  
3300 W. Dempster  
Skokie, IL 60076

**BOX 162**

L# 742525-01

LOAN MODIFICATION & EXTENSION AGREEMENT

This LOAN MODIFICATION & EXTENSION AGREEMENT ("Agreement") is dated October 30, 2003 and effective as of the 1<sup>st</sup> day of November 2003, by Adams, & Racine, L.L. C., an Illinois limited liability company, ("Borrower") and GreatBank, N.A., with its principal office and place of business located at 3300 W. Dempster, Skokie, IL, 60076 ("Lender").

WITNESSETH

WHEREAS, Borrowers have executed and delivered to Lender that certain Secured Term Note dated November 4, 2002 in the original principal amount of FOUR MILLION AND NO/100 Dollars (\$4,000,000) for property located at 1201 W. Adams, Chicago, IL 60607 and

WHEREAS, the Note was executed and delivered by Borrower to Lender in connection with that certain Mortgage and Security Agreement, dated November 4, 2002 and

WHEREAS, Borrower and Lender have agreed to enter into this Agreement modifying the Note upon the terms hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. Recitals. All of the recitals set forth above are fully incorporated herein by reference with the same force and effect as though restated herein.

2. Defined Terms. Unless otherwise indicated or herein defined, all defined terms shall have the meaning ascribed to them in the Loan Documents.

3. Acknowledgments. Borrower hereby expressly acknowledges and agrees that:

O'Connor Title  
Services, Inc.

# 3321-0067

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- (i) The maturity date is hereby extended from November 1<sup>st</sup>, 2003 to May 1<sup>st</sup>, 2004 and
- (ii) It will deliver to Lender a fully executed copy of this Agreement together with contemporaneous payment of all of Lender's fees and costs; and
- (iii) (Financial covenants).

4. Modification of Loan Documents. The Loan Documents are hereby amended and modified as follows:

- (a) The maturity date is hereby extended from November 1<sup>st</sup>, 2003 to May 1<sup>st</sup>, 2004.

5. Events of Default. Notwithstanding anything contained herein to the contrary, the Borrower hereby expressly acknowledges the Lender's agreement to enter into this Agreement shall not be construed as a waiver any defaults under the Loan Documents, and Lender shall be free, at any time, to exercise all of its rights and remedies under the Loan Documents as a result of any defaults under the Loan Documents.

6. Reaffirmation. Borrower hereby reaffirms each and every covenant, condition, obligation and provision set forth in the Loan Documents, as modified hereby. Borrower hereby restates and reaffirms all of the warranties and representations contained in the Loan Documents, as modified hereby, as being true and correct as of the date hereof.

7. No Defenses, Counterclaims. Borrower hereby represents and warrants to, and covenants with, Lender that, as of the date hereof, (a) Borrower has no defenses, offsets, or counterclaims of any kind or nature whatsoever against Lender with respect to the Note or any of the Loan Documents, or any action previously taken or not taken by Lender with respect thereto or with respect to any security interest, encumbrance, lien or collateral in connection therewith to secure the liabilities of Borrower, and (b) that Lender has fully performed all obligations to Borrower which it may have had or has on and as of the date hereof.

8. Release. Without limiting the generality of the foregoing, Borrower, on its own behalf and on the behalf of its representatives, trustees, affiliated and related entities, successors and assigns (hereinafter collectively referred to as the "Borrowing Group") and as to the Borrowing Group, Borrower represents and warrants that it has the right, power and authority to waive, release and forever discharge the Lender on behalf of the Borrowing Group, and the Borrowing Group hereby waives, releases and forever discharges Lender, and its officers, directors, subsidiaries, affiliated and related companies or entities, agents, servants, employees, shareholders,

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representatives, successors, assigns, attorneys, accountants, assets and properties, as the case may be from and against all manner of actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, obligations, liabilities, costs, expenses, losses, damages, judgments, executions, claims and demands, of whatsoever kind or nature, in law or in equity, whether known or unknown, whether or not concealed or hidden, arising out of or relating to any matter, cause or thing whatsoever, that any of the Borrowing Group, jointly or severally, may have had, or now have or that may subsequently accrue against the Bank by reason of any matter or thing whatsoever arising out of or in way connected to, directly, or indirectly, the Loan Documents through the date hereof. Borrower acknowledges and agrees that Lender is specifically relying upon the representations, warranties, covenants and agreements contained herein and that such representations, warranties, covenants and agreements constitute a material inducement to enter into this Agreement.

9. No Custom. This Agreement shall not establish a custom or waive, limit or condition the rights and remedies of Lender under the Loan Documents, all of which rights and remedies are expressly reserved.

10. Reaffirmation of Loan Documents, No Novation. Except as may be expressly set forth herein to the contrary, the Loan Documents remain unmodified, and all other terms and conditions thereof remain in full force and effect. Notwithstanding anything to the contrary contained herein, Borrower and Lender expressly state, declare and acknowledge that this Agreement is intended only to modify Borrower's continuing obligations in the manner set forth herein, and is not intended as a novation of any and all amounts presently due and owing from Borrower to Lender.

11. Captions, Counterparts. The captions used herein are for convenience of reference only and shall be deemed to limit or affect the construction and interpretation of the terms of this Agreement. This Agreement may be executed in any number of counterparts or in any number of counterpart signature pages, all of which together shall be deemed the original and constitute one and the same instrument.

12. Choice of Law, Severability and Consent to Jurisdiction. This Agreement and the respective rights and obligations of the parties hereto, shall be governed by and construed according to the internal laws of the State of Illinois (without regard to its conflict of laws principles). The parties agree and stipulate that this Agreement was executed, delivered and accepted by Lender in Illinois, all payments shall be made to Lender and accepted by Lender in Illinois, and that Illinois has a substantial relationship to the parties and to the underlying transaction contemplated by this Agreement. Notwithstanding the foregoing, the parties agree that in the event of any action by Bank in enforcing any of the Loan Documents, regardless of where the collateral is located, the parties agree and intend that the laws of the State of Illinois shall govern the right of Lender to collect or obtain a judgment and each party hereto consents to the jurisdiction of any federal or state court located in Cook County, Illinois. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby and the provisions of this Agreement shall be severable in any such instance.

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13. No Other Modification. Except for the modifications stated herein the Loan Documents are not otherwise changed, modified or amended.

14. Lender Costs. Concurrently with the execution of this Agreement, Borrower shall pay or cause to be paid to Lender in immediately available funds, all fees and expenses of Lender relating to this Agreement and the transactions contemplated herein, including, without limitation, reasonable fees and expenses of Lender's counsel, recording charges and related expenses.

15. Event of Default. Borrower hereby acknowledges and agrees that a breach of any term, provision, covenant or condition herein set forth or herein required of Borrower to be kept or performed and which is not kept or performed pursuant to the terms hereof, shall constitute an Event of Default under the Loan Documents.

16. Bankruptcy. Borrower hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, including the agreement of Bank to modify the Loan Documents as described herein, the receipt and sufficiency of which are hereby acknowledged, in the event that Borrower shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (ii) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, (v) be the subject of any order, judgment or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Lender shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, or otherwise, or against the exercise of the rights and remedies otherwise available to Lender as provided in the Loan Documents, as hereby amended, and as otherwise provided by law.

Borrower further agrees that it will not contest and will assist Lender in connection with (a) any motion or application of Lender made in any court of competent jurisdiction seeking enforcement of this paragraph or otherwise seeking modification or termination of such automatic stay or other injunction in a manner consistent herewith or (b) any motion or application of Bank made in any court of competent jurisdiction seeking the appointment of a receiver.

17. Notices. All notices, requests, demand, and other communications permitted hereunder shall be in writing, and, together with service of process in any action growing out of the subject matter hereof, shall be delivered in person, sent by facsimile transmission, sent overnight delivery service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses or as the parties may from time to time designate in writing:

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If to Lender: GreatBank, N.A.  
3300 W. Dempster  
Skokie, IL 60076  
Attn: Donald A. Berg, EVP

If to Borrower: Adams & Racine, L.L.C.  
c/o Property Consultants  
2200 N. Damen  
Chicago, IL 60647

Property: 1201 W. Adams, Chicago, IL 60607

Any notice, request, demand, service of process or other communication sent by registered or certified mail, shall be deemed given four (4) business days after being mailed, postage prepaid, to the addresses at such applicable address and by facsimile transmission or personal delivery upon receipt.

18. Additional Document. Borrower agrees that it will execute any additional documents necessary to consummate the transactions contemplated hereby at its sole cost and expense, including but not limited to requisite financing statements.

19. WAIVER OF RIGHT TO TRIAL BY JURY. THE PARTIES ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, A TRIAL BY A COURT SITTING WITHOUT A JURY WOULD BE LESS COSTLY BOTH TO PREPARE FOR AND TO PRESENT AND WOULD MOST LIKELY AVOID A LONGER DELAY IN WAITING FOR JURY TRIAL AVAILABILITY ON THE COURT CALENDAR. EACH PARTY TO ALL THE LOAN DOCUMENTS HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER ANY OF THE LOAN DOCUMENTS OR THIS SEVENTH AMENDMENT OR (2) IN ANY WAY CONNECTED WITH OR RELATED TO OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY OF THE LOAN DOCUMENTS OR THIS SEVENTH AMENDMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS SEVENTH AMENDMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

Borrower:

ADAMS & RACINE, L.L.C. an Illinois  
Limited liability company

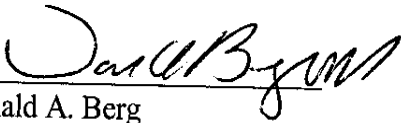
By: Its Manager

SENCO PROPERTIES, INC., an  
Illinois corporation

By: 

Its: 

Agreed and Consented To:  
GreatBank N.A.



Donald A. Berg  
Executive Vice President

Property of Cook County Clerk's Office

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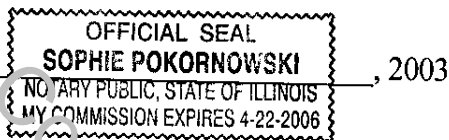
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WILLIAM M. SENNE, the President of SENCO PROPERTIES, INC., in its capacity as Manager of ADAMS & RACINE, L.L.C., an Illinois limited liability 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 signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of SENCO PROPERTIES, INC., in its capacity as Manager of ADAMS AND RACINE, L.L.C. for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6 day of NOVEMBER, 2003.

Sophie Pokornowski  
Notary Public

My Commission Expires: 4-22-06



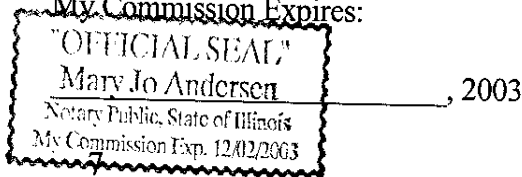
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Mary Jo Andersen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald A. Berg, Executive Vice President, 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 they signed and delivered the said instrument as their 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 October, 2003.

Mary Jo Andersen  
Notary Public

My Commission Expires:



**UNOFFICIAL COPY**LEGAL DESCRIPTION

UNITS 404, 506, 604, 702, 711, 802, 803, 811, 901, 906, 907, 908, 1001, 1005, 1006, 1007, 1008, 1009, P-6, P-8, P-21, P-34, P-41, P-43, P-49, P-56, P-60, P-64, P-67, P-71, P-72, P-73, P-74, P-75, P-81, P-84, P-90 AND P-91 IN THE PROMENADE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1 THROUGH 6 AND THE EAST 2.21 FEET OF LOT 7 INCLUSIVE IN REES AND RUCKER'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0020240583, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

PIN: 17-17-113-053-0000

COMMONLY KNOWN AS: 1201 S. ADAMS STREET, CHICAGO, ILLINOIS 60607

Property of Cook County Clerk's Office