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Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 05/11/2004 02:33 PM Pg: 1 of 8

For Recorder's Use Only

MODIFICATION AND EXTENSION AGREEMENT

THIS MODIFICATION AND EXTENSION AGREEMENT made as of the 4th day of March, 2004, by and between MCB PROPERTIES, L.L.C., an Illinois limited liability company ("Borrower"), KENNETH J. WEBER and KATHERINE G. WEBER, each individually (sometimes hereinafter jointly referred to as "Guarantors"), and HERITAGE COMMUNITY BANK, an Illinois banking association ("Lender").

WITNESSETH:

WHEREAS, on or about March 4, 2003, Lender made a loan ("Loan") to Borrower in the amount of EIGHT HUNDRED NINETY-ONE THOUSAND AND NO/100 DOLLARS (\$891,000.00) to finance the acquisition and development of a five story office building ("Project") upon the real estate commonly known as 178 West Randolph Street, Chicago, Illinois, as legally described in Exhibit A attached hereto ("Land");

WHEREAS, the Loan is evidenced and secured by the following instruments, each dated as of March 4, 2003, unless otherwise noted ("Loan Instruments"):

1. Construction Loan Agreement between Borrower and Lender ("Loan Agreement");
2. Construction Note made by Borrower payable to Lender in the amount of EIGHT HUNDRED NINETY-ONE THOUSAND AND NO/100 DOLLARS (\$891,000.00) ("Construction Note");
3. Construction Mortgage from Borrower to Lender covering the Land, and recorded in the Cook County Recorder's Office, Cook County, Illinois on March 26, 2003, as Document No. 0030406895 ("Mortgage");
4. Assignment of Rents and Leases from Borrower to Lender, recorded in the Cook County Recorder's Office, Cook County, Illinois on March 26, 2003, as Document No. 0030406896 ("Assignment of Rents");
5. Guaranty of payment and performance by the Guarantors;
6. Environmental Indemnity Agreement from Borrower and Guarantors to Lender covering the Land and the Project;

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WHEREAS, as of the date of this Agreement there is a principal balance on the Loan in the amount of EIGHT HUNDRED THREE THOUSAND FIVE HUNDRED TWENTY-SEVEN AND 36/100 DOLLARS (\$803,527.36); and

WHEREAS, Lender, Borrower and Guarantors have agreed to modify the Loan Documents as hereinafter provided, so as to increase the amount of the Loan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Modification of Loan Instruments.** Subject to the terms and provisions herein contained, the Loan Agreement, and the corresponding provisions of the other Loan Instruments, shall be modified and amended effective as of the date hereof so as to provide as follows:

(a) **Maturity Date.** The Maturity Date of the Loan is hereby extended to June 4, 2004.

(b) **Interest Rate.** Commencing on the date hereof and continuing through the remaining term of the Loan, interest shall accrue on the Loan at a rate equal to the HCB Base Rate plus one and one-half of one percent (1.50%) per annum; provided, however, that in no event shall the Interest Rate be less than Seven Percent (7.0%) per annum.

2. **Reaffirmation of Loan Instruments.** Except as expressly herein provided, Borrower, Guarantors and Lender hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Loan Instruments, and Borrower, Guarantors and Lender agree that said terms, provisions, representations and warranties shall remain in full force and effect.

3. **Reaffirmation of Guaranty.** Guarantors hereby consent to the terms and conditions of this Agreement, and further reaffirm the Guaranty and agree that it shall continue to secure the Loan, as modified hereby.

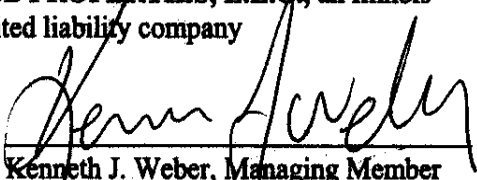
4. **Attorneys' Fees and Costs.** Borrower shall pay any and all attorneys' fees and costs incurred by Lender in connection with the preparation, negotiation and perfection of this Agreement, including recording and title charges.


5. **Counterparts.** This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same agreement.

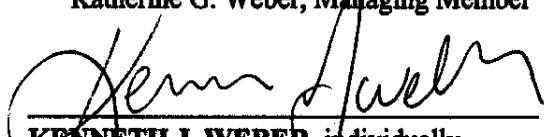
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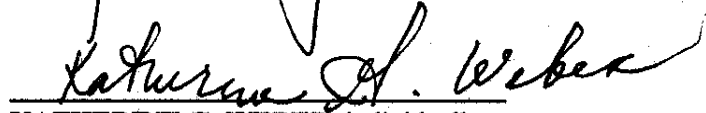
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and acknowledged as of the day and year first above written.

MCB PROPERTIES, L.L.C., an Illinois limited liability company

By: 
Kenneth J. Weber, Managing Member


By: 
Katherine G. Weber, Managing Member


KENNETH J. WEBER, individually


KATHERINE G. WEBER, individually

IN WITNESS WHEREOF, Lender has caused these presents to be executed the day and year first above written.

HERITAGE COMMUNITY BANK, an Illinois banking association

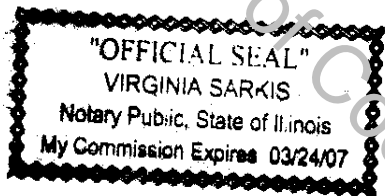
By: 
Patrick G. Fanning
Senior Vice President

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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 KENNETH J. WEBER and KATHERINE G. WEBER, personally known to me to be the Managing Members of MCB PROPERTIES, L.L.C., an Illinois limited liability company, and the same persons whose names are subscribed to the foregoing instrument as such Managers, appeared before me this day in person and acknowledged to me that they signed and delivered the said instrument as their own free and voluntary act and the free and voluntary act of said LLC for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of may, 2004



Virginia Sarkis

NOTARY PUBLIC

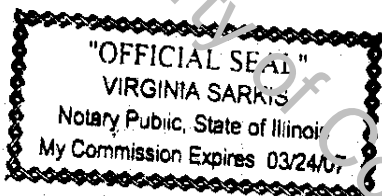
My Commission Expires:
03-24-07

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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 **KENNETH J. WEBER**, the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered the 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 7th day of may, 2004.



Virginia Sarkis
NOTARY PUBLIC

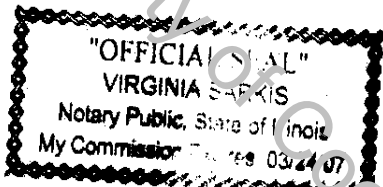
My Commission Expires:
3-24-07

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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 **KATHERINE G. WEBER**, the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of may, 2004.



Virginia Sarkis
NOTARY PUBLIC

My Commission Expires:

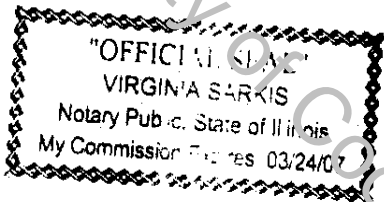
3-24-07

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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 PATRICK G. FANNING, personally known to me to be the Senior Vice President of HERITAGE COMMUNITY BANK, an Illinois banking association, personally appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his 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 7th day of may, 2004.



Virginia Sarkis
NOTARY PUBLIC

My Commission Expires:
3-24-07

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EXHIBIT A

THE LAND

THE WEST ½ OF THE EAST ½ OF LOT 6 IN BLOCK 33 IN ORIGINAL TOWN OF CHICAGO
IN THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 178 West Randolph Street
Chicago, Illinois

Permanent Index Nos.: 17-09-433-010-8001
17-09-433-010-8002

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