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LBNA – Reina (Trust) Gardner First Mod

This Document Prepared by,
and after Recording Return to:
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Property Address:
1815-17 Gardner
Broadview, Illinois

Doc#: 0415949174
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 06/07/2004 02:39 PM Pg: 1 of 7

PIN 15-16-404-024-0000
15-16-410-015-0000
15-16-410-016-0000
15-16-410-037-0000
15-16-404-020-0000

FIRST LOAN MODIFICATION AGREEMENT

THIS FIRST LOAN MODIFICATION AGREEMENT ("Agreement") is made as of May 20, 2004, by and between LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns (the "Lender"), and JOSEPH J. REINA, in his capacity as: (i) the Trustee of the Joseph J. Reina Declaration of Trust No. 2 Dated October 1, 1991, and not personally (hereinafter, "Borrower" or the "Trustee"), and (ii) the guarantor, personally, of the following described Note ("Guarantor"); as used hereinafter, the term "Obligors", shall be deemed to mean and include Borrower and Guarantor.

Recitals

A. On or about August 5, 2002, Lender made a business loan to Borrower in the original principal amount of \$4,000,000.00 (the "Loan") as evidenced by a Promissory Note dated said date, in said principal amount and made payable by Borrower to the order of Lender (the "Note").

B. The Note is secured by, among other things, the following documents, each in favor of Lender and dated said date: a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Mortgage"), together with an Assignment of Rents and Leases (the "Assignment"), each executed by Borrower and encumbering the real property and improvements thereon legally described in attached Exhibit A (the "Property"), and recorded with the Cook County Recorder of Deeds on August 27, 2002 as Document Nos. 0020941162 and 0020941163, respectively; a First Environmental Indemnity Agreement by Obligors (the "First Indemnity Agreement"); a Guaranty of Limited Payment by Guarantor; and a UCC-1 Financing Statement. The Note, the aforesaid documents and certain other documents evidencing and securing the Loan, in their original form and as amended, are collectively referred to hereinafter as the "Loan Documents".

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C. The Obligors have now requested that the Loan be modified to provide for an additional advance of funds thereunder and an adjustment in its interest rate, which request the Lender is willing to grant, upon and subject to the following terms and conditions.

Therefore, upon good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreements

1. **Recitals; Loan Documents.** The foregoing Recitals are hereby restated; the aforesaid Loan Documents are hereby incorporated herein by reference.
2. **Additional Advance; Maximum Indebtedness.** The outstanding principal of the Loan as of the date hereof is \$3,687,300.00; on the Closing Date (hereinafter described), the Lender shall disburse to or for the benefit of Borrower additional funds in the amount of, and the principal sum of the Note and the Loan shall be deemed increased by, **\$812,700.00** (the “**Advance**”), for a new principal sum of **\$4,500,000.00**. With respect to Mortgage Paragraph 38j, the stated limit therein is hereby deemed increased (from \$8,000,000.00) to **\$9,000,000.00**.
3. **Interest Rate; Installment Payments.** Effective as of June 1, 2004, (a) the Loan Rate shall be revised to, and that term as used and as defined in the Note and the other Loan Documents shall be deemed to mean, a per annum rate which at any pertinent time and from time to time shall be equal to the “**Prime Rate**”, as that term is used and defined in Section 2.1 of the Note, and (b) the LIBOR-Based rate, as that term is used and defined in said Section, shall be deemed discontinued, no longer available as an “optional” rate, and of no further effect or applicability. Scheduled monthly installment payments under the Note falling due on and after July 1, 2004, shall be in the principal amount of **\$11,325.00** toward principal, plus interest at the revised Loan Rate.
4. **Guaranty Increase:** The Guarantor’s liability limit under Section 18 of the Guaranty is hereby deemed increased (from \$1,400,000.00) to **\$1,575,000.00**.
5. **Modifications.** The Mortgage, the Note and each of the other Loan Documents are hereby deemed modified to the extent necessary to reflect or conform to the foregoing provisions, and, as appropriate, the following provisions.
6. **Representations and Warranties of the Obligors.** Each of the Obligors hereby represents, covenants and warrants to the Lender that, as of the date hereof: (a) the representations and warranties in the Loan Documents are true and correct; (b) there is no Event of Default under the Loan Documents and such Obligor does not know of any event or circumstance which, with the giving of notice and/or the passage of time, would constitute an Event of Default; (c) the Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they will continue to be the legal, valid and binding obligations of the Obligors, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity; (d) there has been no material adverse change in the financial condition of any of the Obligors or any other party whose financial statement has been delivered to the Lender in connection with the Loan

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from the date of the most recent financial statement received by Lender; and (e) none of Obligor has any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein; Borrower is validly existing under the laws of the State of Illinois and each Obligor, has the requisite power and authority to execute and deliver this Agreement and to perform its respective obligations under the Loan Documents as modified herein. The execution and delivery of this Agreement and performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of each of the Obligor, and this Agreement has been duly executed and delivered.

7. **Title Policy; Closing Date.** As a condition to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Attorney Title Guaranty Fund, Inc. (the "**Title Insurer**") to issue a "date down" endorsement (the "**Endorsement**") to its ALTA Loan Policy previously issued to and in favor of Lender as No. 50343694 (the "**Title Policy**"), the Endorsement to have an effective date as of the date of this Agreement or the date on which the same or a recordable memorandum hereof is recorded, and reflecting such recording and insuring the first priority of the lien of the Mortgage in the increased amount of the Loan, subject only to the exceptions set forth in the Title Policy as first issued and any other encumbrances expressly agreed to by Lender, and expressly continuing in effect all prior (and if Lender so requires, certain additional) special endorsements. As used herein, "**Closing Date**" means the date upon which the Title Insurer is prepared to issue the aforesaid Endorsement, and which must be achieved, if at all, no later than **June 15, 2004**.

8. **Loan Fees; Expenses.** As a condition to the agreements contained herein, Borrower shall pay a **\$22,500.00** loan fee with respect to this Agreement, and all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation title charges, recording fees, appraisal fees and attorneys' fees and expenses.

9. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and shall not be construed more strictly against the Lender than against the Obligor merely by virtue of the fact that the same has been prepared by counsel for the Lender, it being recognized that the Obligor and the Lender have contributed substantially and materially to the preparation of this Agreement, and the Obligor and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(b) Notwithstanding the execution of this Agreement by the Lender, the same shall not be deemed to constitute the Lender a venturer or partner of or in any way associated with the Obligor nor shall privity of contract be presumed to have been established with any third party.

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(c) The Obligors and the Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of the Obligors and the Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(d) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(e) References to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(f) Time is of the essence of the Obligors' obligations under this Agreement.

10. **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
AND THE FOLLOWING PAGE IS THE SIGNATURE PAGE)**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

Lender:

Obligors:

LASALLE BANK NATIONAL ASSOCIATION

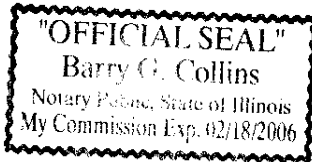
By: *Donald G. Adams*
Name: Donald G. Adams
Its V.P.

Joseph J. Reina
JOSEPH J. REINA, personally, as Guarantor

Joseph J. Reina
JOSEPH J. REINA, not personally but as Trustee as aforesaid

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing Instrument was acknowledged before me on June 2, 2004, 2004, by **JOSEPH J. REINA**, individually, and, as Trustee thereof, for and on behalf of the Joseph J. Reina Declaration of Trust No. 2 dated October 1, 1991.



Barry G. Collins
NOTARY PUBLIC

The foregoing Instrument was acknowledged before me on JUNE 4, 2004, by DONALD G. ADAMS, the VICE-PRESIDENT of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, on behalf of the association.



Nancy J. Mack
NOTARY PUBLIC

3. Legal Description:

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PARCEL 1:

THE WEST 1/2 OF LOTS 14 AND 15 (EXCEPT THE WEST 10.00 FEET THEREOF) IN BLOCK 1 IN SHEKLETON BROTHERS 25TH AVENUE AND HARRISON STREET ADDITION TO BROADVIEW, BRING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE 166-FOOT RIGHT OF WAY OF THE CHICAGO, HAMMOND AND WESTERN RAILROAD COMPANY; ALSO THAT PART OF SAID NORTHEAST 1/4, LYING WEST OF SAID 166-FOOT RIGHT OF WAY AND NORTH OF THE SOUTH 1000.00 FEET OF SAID NORTHEAST 1/4, THAT DISTANCE BEING MEASURED ALONG THE EAST AND WEST LINES OF SAID 1000.00 FEET, IN COOK COUNTY, ILLINOIS.

PARCEL 1A:

PERPETUAL EASEMENT FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED LAND OVER AND UPON THE WEST 10.00 FEET OF LOTS 14 AND 15 IN BLOCK 1 AFORESAID, AS CREATED BY DEED DATED JANUARY 24, 1956 AND RECORDED MARCH 19, 1956 AS DOCUMENT 16523573, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 1/2 OF LOTS 16 TO 18 IN BLOCK 1 IN SHEKLETON BROTHERS 25TH AVENUE AND HARRISON STREET ADDITION TO BROADVIEW, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE 166-FOOT RIGHT OF WAY OF THE CHICAGO, HAMMOND AND WESTERN RAILROAD COMPANY; ALSO THAT PART OF SAID NORTHEAST 1/4, LYING WEST OF SAID 166-FOOT RIGHT OF WAY AND NORTH OF THE SOUTH 1000.00 FEET OF SAID NORTHEAST 1/4, THAT DISTANCE BEING MEASURED ALONG THE EAST AND WEST LINES OF SAID 1000.00 FEET, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 1000.00 FEET (EXCEPT THE EAST 20.00 FEET THEREOF HERETOFORE CONVEYED TO INDIANA HARBOR BELT RAILROAD COMPANY AND EXCEPT THE WEST 33.00 FEET THEREOF) OF THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE 166-FOOT RIGHT OF WAY OF THE CHICAGO, HAMMOND AND WESTERN RAILROAD AND INDIANA HARBOR BELT RAILROAD, TAKEN AS A TRACT, (EXCEPT THE SOUTH 110.00 FEET OF THE WEST 175.00 FEET OF

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Legal Description (cont):

SAID TRACT OF LAND), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1815-1837 GARDNER, BROADVIEW, IL

- PERMANENT INDEX NUMBER: 15-16-404-024-0000
- PERMANENT INDEX NUMBER: 15-16-410-015-0000
- PERMANENT INDEX NUMBER: 15-16-410-016-0000
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