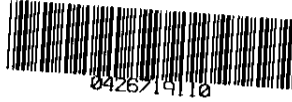


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Chicago, Illinois 60601
Attn: C. Elizabeth Darke



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THIRD AMENDMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

THIS THIRD AMENDMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS ("Amendment") is made as of July 2, 2004 by and among **CLP VENTURE, L.L.C.**, an Illinois limited liability company ("Borrower") and **GEORGE J. CIBULA, JR.** (the "Guarantor") (Borrower and Guarantor are sometimes hereinafter referred to jointly as the "Obligors") and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, formerly known as LaSalle National Bank ("Lender").

RECITALS:

A. Lender has loaned to **LASALLE NATIONAL BANK**, not personally, but solely as successor trustee under a certain trust agreement dated March 21, 1983, and known as Trust No. 106163 (the "Trust"), and **CLP VENTURE**, an Illinois general partnership and the sole beneficiary of the Trust ("CLP"), predecessors-in-interest to Borrower, the principal sum of \$2,800,000.00 (the "Original Loan"). The Original Loan was evidenced by a certain Mortgage Note dated February 28, 1996 (the "Original Note"), made by the Trust and CLP in the original principal amount of \$2,800,000.00 payable to Lender. The Original Loan matures on March 1, 2006 (the "Maturity Date").

B. Repayment of the Original Loan is secured by the following documents, all of which are dated as of February 28, 1996:

(i) Mortgage made by the Trust to Lender and recorded in the Cook County Recorder's Office on March 7, 1996, as Document No. 96-173619 creating a first

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mortgage lien on certain improved real estate located in Bridgeview, Illinois, and legally described in Exhibit A attached hereto (the "Property"), as amended from time to time (the "Original Mortgage");

(ii) Assignment of Rents and Leases made by the Trust and CLP to Lender and recorded in the Cook County Recorder's Office on March 7, 1996, as Document No. 96-173620, as amended from time to time;

(iii) Security Agreement made by the Trust and CLP, as debtors, to Lender, as secured party;

(iv) Collateral Assignment of Beneficial Interest in Land Trust made by CLP to Lender; and

(v) Limited Guaranty made by Guarantor and Robert M. Pieranunzi ("RMP") to Lender (the "Original Guaranty").

C. Pursuant to a certain First Amendment of Note, Mortgage and Other Loan Documents dated April 14, 1998, by and among the Trust, CLP, Guarantor, and Lender and recorded on April 15, 1998 in the Cook County Recorder's Office as Document No. 98298175 (the "First Amendment"), the Original Loan was modified in order to, among other things, increase the principal sum of the Original Loan from \$2,800,000.00 to \$3,350,000.00 (such increase being referred to herein as the "Second Loan," and the \$550,000.00 Mortgage Note dated April 14, 1998, made by the Trust and CLP payable to Lender to evidence the Second Loan is referred to herein as the "Second Loan Note").

D. Pursuant to a Second Amendment of Note, Mortgage and Other Loan Documents dated February 1, 2000, by and among Borrower, Guarantor and Lender and recorded on March 31, 2000 in the Cook County Recorder's Office as Document No. 00228819 (the "Second Amendment"), the Original Loan was further modified in order to, among other things, (i) transfer the Property from the Trust and CLP to the Borrower, (ii) release the Trust and CLP from the obligations of the existing Original Loan Documents (as hereinafter defined), (iii) provide for Borrower's consent to the assignment of the obligations under the existing Original Loan Documents from CLP and the Trust, and (iv) loan to the Borrower an additional \$1,590,000.00 to finance certain construction at the Property (such increase being referred to herein as the "Third Loan," and the \$1,590,000.00 Note made by Borrower payable to Lender to evidence the Third Loan is referred to herein as the "Third Loan Note"). The Original Note, the Second Loan Note and the Third Loan Note are collectively referred to herein as the "Original Notes."

E. As a condition precedent to the Third Loan, Borrower and Lender entered into a Loan Agreement dated February 1, 2000 (the "Loan Agreement") and Borrower delivered to Lender, among other things (as specified in the Loan Agreement), the following additional documents:

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- (i) Environmental Indemnity Agreement dated February 1, 2000 made by Borrower, Guarantor and RMP in favor of Lender;
- (ii) Assignment of Licenses, Permits, Plans, Specifications and Contracts dated February 1, 2000 made by Borrower in favor of Lender; and
- (iii) Limited Guaranty dated February 1, 2000 made by Guarantor and RMP in favor of Lender (the "Second Guaranty," and together with the Original Guaranty, the "Guaranties").

The documents listed in Paragraph B (i) through (v) above, the Original Notes, the First Amendment, the Second Amendment, the Loan Agreement, the documents listed in Paragraph E (i) through (iii) above, and the other documents or agreements delivered to Lender to secure or evidence the Original Loan, the Second Loan, the Third Loan or to otherwise induce Lender to disburse the proceeds of the Original Loan, the Second Loan and the Third Loan are hereinafter referred to collectively as the "Original Loan Documents".

The Obligors have requested Lender loan to Borrower an additional \$400,000.00, and Lender is willing to grant such request subject to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Guarantor and Lender hereby agree as follows:

2. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made a part hereof.

3. New Loan. Lender has agreed to make a new loan to Borrower in the principal amount of \$400,000.00 (the "New Loan," and collectively with the Original Loan, the Second Loan and the Third Loan, the "Loan"). The New Loan shall be evidenced by a Promissory Note of even date herewith (the "New Note," and together with the Original Notes, the "Notes") in the amount of \$400,000.00 made by Borrower payable to Lender, and shall bear interest and be repaid in accordance with the terms and conditions of the New Note. The Obligors hereby acknowledge and agree that the repayment of the Loan shall be secured by the liens and security interests created by the Loan Documents (as defined in Paragraph 5 below).

4. Lease. Borrower hereby covenants to Lender that it shall not amend that certain Lease between Borrower, as lessor, and Prairie Packaging, Inc., as tenant (the "Tenant"), dated as of January 23, 1998 as amended by First Amendment dated November 13, 1999 (the "Lease") without the prior written consent of Lender and that it shall promptly deliver to Lender copies of all material notices received from the Tenant with respect to the Lease. The Obligors acknowledge and agree that a default under the Lease shall constitute an Event of Default under the Notes and the other Loan Documents.

5. Required Deliveries. Lender's disbursement of the proceeds of the New Loan shall be subject to Lender having received the following in a form and substance acceptable to Lender ((a) through (d) below, collectively, the "Additional Loan Documents") (the Additional

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Loan Documents and the Original Loan Documents are collectively referred to herein as the "Loan Documents"):

- (a) This Amendment duly executed by the Obligor;
- (b) The New Note;
- (c) An Amended and Restated Mortgage, Assignment of Leases and Rents and Fixture Filing made by Borrower to Lender, encumbering the Property, and amending and restating the Original Mortgage in its entirety (the "Amended Mortgage");
- (d) An Amended and Restated Guaranty of Payment made by Guarantor to Lender amending and restating the Guaranties in their entirety (the "New Guaranty");
- (e) Certified copy of the Lease;
- (f) Tenant Estoppel Certificate delivered by the Tenant;
- (g) A date-down endorsement to the Stewart Title Guaranty Company Title Policy Nos. 98040001, 96010033 and M-9997-7081 (collectively, the "Title Policy") which (i) reflects the recording of this Amendment and the Amended Mortgage, (ii) extends the effective date of the Title Policy to the date of the disbursement of the New Loan, (iii) increases by \$400,000.00 the amount of insurance coverage provided thereby, (iv) includes no additional exceptions to title other than those that have been approved in writing by Lender, and (v) states that all real estate taxes and assessments applicable to the Property which are due and payable as of the date of such endorsement have been paid in full; and
- (h) Such other documents as Lender may reasonably require.

6. Reserve Account. Borrower currently has an account with Lender identified as Account No. 8602286281 (the "Reserve Account"). For so long as the Loan remains outstanding, Borrower shall not be permitted to make disbursements from the Reserve Account without Lender's prior written consent. If Lender elects, Lender may withdraw funds from the Reserve Account from time to time to pay interest on the Loan.

7. Payment of Loan Fee and Additional Loan Expenses. Concurrently with the execution and delivery of this Amendment by the Obligor, the Obligor shall pay to Lender a non-refundable loan fee for the New Loan in the amount of \$4,000.00. Furthermore, the Obligor hereby agree to pay all of Lender's reasonable attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Amendment, all recording fees and charges, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in, necessitated by or otherwise relating to this Amendment (collectively, the "Additional Loan Expenses"). If the Additional Loan Expenses are not paid to Lender within five days after written demand therefor by Lender, the Additional Loan Expenses

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shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the New Note).

8. Defaults. There is currently no Event of Default (as defined in the Original Mortgage) under the Original Notes or the other Original Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Original Notes or the other Original Loan Documents. The Obligors further acknowledge and agree that an Event of Default under the Original Notes or any of the other Original Loan Documents shall constitute an Event of Default under the Additional Loan Documents.

9. No Defenses. The Obligors represent and warrant to Lender there is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting an Obligor or the Property, or which would prevent an Obligor from complying with or performing his or its respective obligations under the Notes or the other Loan Documents, and no basis for any such matter exists.

10. New Guaranty. Lender hereby releases RMP as a guarantor under the Guaranties. As a condition precedent to Lender making the New Loan to Borrower, Guarantor agrees to deliver to Lender the New Guaranty pursuant to Paragraph 5 above, which New Guaranty amends and restates the Guaranties in their entirety.

11. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Amended Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) The Loan Documents are in full force and effect and, following the execution and delivery of this Amendment, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(c) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(d) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(e) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Amendment and to perform the Loan Documents as modified herein. The execution and delivery of this Amendment and the performance of the Loan Documents as modified

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herein have been duly authorized by all requisite action by or on behalf of Borrower. This Amendment has been duly executed and delivered on behalf of Borrower.

12. Miscellaneous.

(a) This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Amendment shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Amendment, and Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Amendment. Each of the parties to this Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this Amendment, and recognizes that it is executing and delivering this Amendment, 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 Amendment, 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.

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

(d) Borrower, Guarantor and 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, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Amendment. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

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

(f) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Notes, the Amended 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

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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.

(g) Any reference to the aggregated stated principal amount of the Loan in the Loan Documents shall be "\$5,340,000.00" rather than "\$4,940,000.00" and all references to the "Loan" in the Loan Documents shall be deemed to mean the Original Loan, the Second Loan, the Third Loan and the New Loan.

(h) This Amendment may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Amendment.

(i) Time is of the essence of each of Borrower's obligations under this Amendment.

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IN WITNESS WHEREOF, this Amendment has been entered into as of the date set forth above.

LENDER:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: *[Signature]*
Title: *VP*

BORROWER:

CLP VENTURE, L.L.C.,
an Illinois limited liability company

By: *[Signature]*
George J. Cibula, Jr., Manager

GUARANTOR:

[Signature]
GEORGE J. CIBULA, JR.

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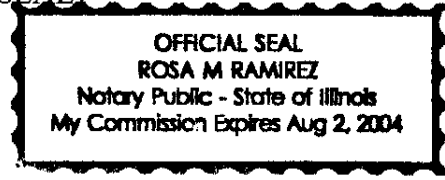
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rosa M. Ramirez, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Maria Alexis, the VP of **LASALLE BANK NATIONAL ASSOCIATION**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP appeared before me this day in person and acknowledged 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 21st day of July, 2004.

Rosa M. Ramirez
NOTARY PUBLIC
(SEAL)

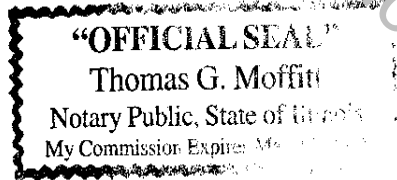


STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, Thomas G. Moffitt, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **GEORGE J. CIBULA, JR.**, who is 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 own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19th day of July, 2004.

Thomas G. Moffitt
NOTARY PUBLIC
(SEAL)



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 1 IN THE SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1982 AS DOCUMENT 26193290, IN COOK COUNTY, ILLINOIS.

PLI: 18-36-101-009

Address: 7701 West 79th Street, Bridgeview, Illinois

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