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Doc#: 0504147254
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 02/10/2005 01:37 PM Pg: 1 of 10

THIS INSTRUMENT WAS
PREPARED BY, AND AFTER
RECORDING, RETURN TO:

James M. Teper, Esq.
Patzik, Frank & Samotny Ltd.
150 South Wacker Drive
Suite 900
Chicago, Illinois 60606

AMENDMENT TO LOAN DOCUMENTS

THIS AMENDMENT TO LOAN DOCUMENTS ("Amendment") is made and entered into as of the 10TH day of February, 2005, by and between **RADHA K. NAIR** and **INDIRA D. NAIR** (collectively, "Borrower"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Lender").

RECITALS

A. As of the date hereof, Borrower is indebted to Lender in the principal sum of Three Hundred Twenty-Seven Thousand Four Hundred One and 01/100 Dollars (\$327,401.01) ("Loan"), which indebtedness is evidenced by that certain Promissory Note ("Note") dated as of September 24, 2001, executed by Borrower in the original principal amount of Three Hundred Thirty Six Thousand Five Hundred and No/100 Dollars (\$336,500.00).

B. The indebtedness evidenced by the Note is secured by, among other documents, the following:

(i) Construction Loan Agreement dated September 24, 2001, by and between Borrower and Lender ("Loan Agreement");

(ii) Mortgage dated May 17, 2000, executed by Borrower in favor of Lender and recorded in the Recorder's Office of Cook County, Illinois on May 25, 2000, as Document No. 00382851 ("Mortgage");

(iii) Assignment of Leases and Rents dated May 17, 2000, executed by Borrower in favor of Lender and recorded in the Recorder's Office of Cook

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County, Illinois, on May 25, 2000 as Document No. 00382852 ("Assignment of Rents");

(iv) Security Agreement dated May 17, 2000, executed by Borrower in favor of Lender ("Security Agreement");

(v) UCC-1 Financing Statements and UCC-2 Financing Statements from Borrower in favor of Lender ("UCC Financing Statements");

(vi) Environmental Indemnity Agreement dated May 17, 2000, executed by Borrower in favor of Lender ("Environmental Indemnity");

(vii) Certificate of Representations, Warranties and Covenants, dated September 24, 2001, executed by Borrower in favor of Lender ("Certificate"); and

(viii) First Amendment to Note, Mortgage, Assignment of Leases and Rents and other Loan Documents dated September 24, 2001, by and between Borrower and Lender, and recorded on October 4, 2001 in the Recorder's Office of Cook County, Illinois as Document No. 0010924479 ("Modification").

The Loan Agreement, Note, Mortgage, Assignment of Rents, Security Agreement, UCC Financing Statements, Environmental Indemnity, Certificate, Modification and First Amendment, together with all other documents evidencing or securing the Loan including this Amendment, are sometimes hereinafter collectively referred to as the "Loan Documents".

C. The Mortgage, as amended hereby, constitutes a valid first lien on the real property described on Exhibit A attached hereto and made a part hereof ("Property").

D. Borrower has requested that Lender increase the outstanding principal balance of the Loan by \$78,420.00 ("New Monies") and to modify the Loan as provided in this Amendment.

E. Lender is willing to enter into this Amendment provided that: (a) the Loan Documents, and any and all modifications thereof, and the liens of any of the foregoing, as amended hereby, shall have the same validity, priority and effect against all of the real and personal property to which they apply and to the extent that said liens had immediately prior to the execution and delivery of this Amendment; (b) no such Amendment or modification shall constitute a waiver by Lender of any default by Borrower under any of the Loan Documents; and (c) the Borrower complies with and fulfills all of its obligations and requirements set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and of other good and valuable

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consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby mutually agree as follows:

1. Incorporation by Reference. The foregoing recitals are hereby incorporated herein by reference as if set forth in full in the body of this Amendment.

2. Defined Terms. Any and all capitalized terms used in this Amendment, unless otherwise defined herein, shall have the definitions subscribed thereto in the Loan Agreement.

3. Modification of Promissory Note. The Note is hereby modified to provide as follows:

a. The amount of the "Loan" is hereby increased from "\$336,500.00" to "\$405,821.01"; and

b. In Section 3.1(c) of the Note, the fixed principal and interest payment shall be \$2,998.98.

4. Modification of Mortgage. The Mortgage is hereby modified to provide that the outstanding principal balance of Note 2 (as defined in the Mortgage) after disbursing the New Monies in the amount of \$78,420.00 shall be \$405,821.01.

5. Modification of Loan Agreement, Note, Mortgage and Other Loan Documents. The Loan Agreement, Note, Mortgage and other Loan Documents are hereby modified to provide that the outstanding principal balance of the Loan after the funding of the New Monies will be \$405,821.01.

6. Reaffirmation of Note and other Loan Documents. Borrower hereby acknowledges and reaffirms its obligations under the Loan Agreement, Note and the other Loan Documents and the indebtedness evidenced thereby, and acknowledges and agrees that such indebtedness is owing to the Lender and is enforceable against the Borrower in accordance with the terms of the Loan Agreement, Note and the other Loan Documents as modified and amended by this Amendment, subject to no defenses, counterclaims, deductions or set-offs whatsoever. Nothing contained in this Amendment, or the transactions contemplated hereby, shall be deemed or construed to be a consent to or a waiver of any breach or default in the performance by Borrower of its obligations to Lender, whether evidenced by the Loan Agreement, Note, the other Loan Documents, or otherwise, nor shall Lender be impaired or limited in its ability to fully and completely enforce any and all the rights and remedies presently available to Lender under the Loan Documents for a breach of Borrowers' obligations as required by the Loan Agreement, Note or the other Loan Documents as may exist at the time of the making of this Amendment.

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7. Reaffirmation of Representations and Warranties. Borrower hereby acknowledges and reaffirms that all the representations and warranties of Borrower as stated in the Loan Documents are true and correct as of the date hereof.

8. Loan Fee. In consideration of Lender agreeing to increase the Loan by \$78,420.00, as provided herein, Borrower shall simultaneous with the execution of this Amendment deliver to Lender a loan fee in the amount of \$500.00.

9. Title Insurance and Recording. As a condition precedent to Lender's agreement to modify the Loan Agreement, Note, Mortgage and the other Loan Documents in accordance with the terms of this Amendment, Borrower shall: (i) cause this Amendment to be promptly recorded with the Recorder's Office of Cook County, Illinois, and (ii) provide Lender with a date down endorsement, satisfactory to Lender, to Lender's policy of title insurance on the Property.

10. Expenses. Borrower shall be solely responsible for any and all reasonable costs, expenses, fees, charges, taxes, of whatever kind and nature, incurred by Lender in connection with the modification of the Loan Documents provided for in this Amendment, including, without limitation, reasonable attorneys' fees and costs and recording fees.

11. Intent of Parties. The parties expressly agree that the liens evidenced by the Loan Documents shall be in no way be deemed to have been subordinated, released, modified, terminated, or otherwise affected by this Amendment, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this Amendment and the documents and instruments executed and delivered pursuant to this Amendment, and shall survive and not be merged into the execution and delivery of this Amendment or any of the documents and instruments to be executed pursuant to this Amendment, without interruption; provided, however, that the respective liens shall be documented by, and all rights and privileges and obligations of the parties hereto, and the respective successors and assigns, shall be governed by the (i) Mortgage, as modified by this Amendment; (ii) Loan Documents, as modified by this Amendment; and (iii) all other documents and agreements executed in connection with the transactions described in this Amendment.

12. Release of Claims. Borrower acknowledges and agrees that Lender has fulfilled any and all of Lender's obligations under the Loan Documents to date. Borrower hereby releases and holds Lender harmless from and against any and all claims, actions, lawsuits, damages, costs and expenses whatsoever which Borrower may have had or currently has against Lender in connection with or related to the Loan Documents or the Loan evidenced thereby.

13. No Third Party Beneficiaries. This Amendment is made and entered into for the sole protection and benefit of the Lender and Borrower, and no other person,

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entity or entities shall have the right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

14. Conflicts. The provisions of this Amendment shall govern and control in the event of any conflict between this Amendment and the provisions of any of the Loan Documents.

15. Entire Agreement. Except as expressly set forth herein, this Amendment and the Loan Documents constitute the entire agreement of the parties hereto with respect to the matters addressed herein, and supersede all prior or contemporaneous contracts, representations, statements and warranties, whether oral or written, with respect to such matters.

16. Successors and Assigns; Assignability. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns; provided, however, that Borrower may not assign its rights under the Loan Documents or this Amendment.

17. Effect of Amendment. Except as specifically amended or modified by the terms of this Amendment, all terms and provisions of each of the Loan Documents shall remain in full force and effect. Lender's agreement to modify the Loan and the Loan Documents as set forth herein shall not be interpreted or construed as obligating Lender to make any future modifications to, or extensions of the Loan.

18. Governing Law. This Agreement shall be governed by and be construed in accordance with the internal laws of the State of Illinois.

19. Captions. The title of this Amendment and the headings of the various paragraphs of this Amendment have been inserted only for the purposes of convenience and are not part of this Amendment and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Amendment.

20. Attorneys' Fees, Costs and Expenses. In any action or proceeding arising out of this Amendment, Lender shall be entitled to recover from Borrower the reasonable attorneys' fees, court costs, filing fees, publication costs and other expenses incurred by the Lender in connection therewith.

21. Further Assurances. Borrower agrees to execute, from time to time, any and all documents reasonably requested by the Lender to carry out the intent of the Loan Documents as modified by this Amendment.

22. Effective Date of This Amendment. The parties hereto acknowledge and agree that the terms and provisions of this Amendment shall be effective as of the date hereof.

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23. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

24. Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act. Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day first above written.

LENDER:

LASALLE BANK NATIONAL
ASSOCIATION, a national banking
association

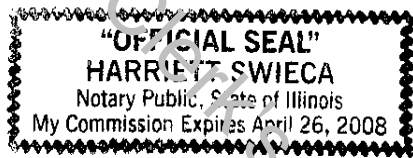
By: *Alan J Munson*
Name: Alan J Munson
Title: FVP

BORROWER:

Radha K Nair
RADHA K. NAIR

Indira Nair
INDIRA D. NAIR

Harriet Swieca
2/01/05



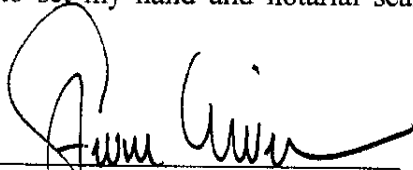
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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, a notary public, in and for and residing in Cook County, in the State aforesaid, do hereby certify that Alan J. Wurza, the FVP of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, personally known to me to be the same person whose name is subscribed in the foregoing instrument as such FVP appeared before me this day in person and being first duly sworn by me, acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 9th day of February, 2005



 Notary Public

My commission expires: 8/1/05



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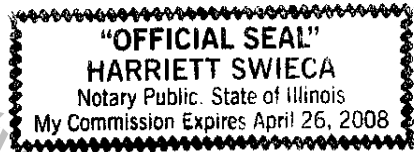
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **RADHA K. NAIR** and **INDIRA D. NAIR**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 15 day of February 2005.

Harriett Swieca
Notary Public

My commission expires: 4/26/08



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EXHIBIT A

LEGAL DESCRIPTION

THE EAST 45.0 FEET OF LOT 2, ALL OF LOT 3 AND THE WEST 51.0 FEET OF LOT 4 IN BLOCK 2 IN GREENWOOD TERRACE UNIT NUMBER 1, BEING A SUBDIVISION IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 7, 1956, AS DOCUMENT NUMBER LR1668405, IN COOK COUNTY, ILLINOIS.

Property Address: 8565 West Dempster Street
Niles, Illinois

Permanent Index No. 09-23-106-019-0000