

UNOFFICIAL COPY

2/3/05 - 3:04 pm

This instrument prepared by
and please return to:
David H. Addis
100 West Monroe Street #1500
Chicago, Illinois 60603



Doc#: 0505418087
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 02/23/2005 01:03 PM Pg: 1 of 7

SECOND MODIFICATION AND EXTENSION AGREEMENT

THIS INSTRUMENT is an agreement ("Second Modification") by and between LaSalle Bank National Association (successor to LaSalle National Trust, N.A.), not personally but as Trustee under Trust Agreement dated February 22, 1993 and known as its Trust No. 117728 ("Trustee"); Thrush-Edgewater Partners, L.P., an Illinois limited partnership ("Company"); George H. Thrush ("Guarantor"); and LaSalle Bank National Association ("Bank").

RECITALS:

A. On February 9, 1994, the parties hereto, and others, entered into a Financing Agreement ("Financing Agreement"). Under the provisions of paragraph 4 of the Financing Agreement, Bank agreed to issue a Letter of Credit to enhance the credit of Bonds for a term of one year, renewable for successive periods of one year to a maximum of five years. The maximum extension date is February 11, 1999.

B. On February 9, 1999, the parties entered into a Modification and Extension Agreement ("First Modification") wherein Bank, amongst other things, agreed to continue to issue letters of credit for an additional five years, until February 11, 2004.

C. Trustee, Company and Guarantor have requested that Bank extend said expiry date to from February 11, 2005.

UNOFFICIAL COPY

IT IS AGREED AS FOLLOWS:

1. Concurrently herewith, Bank shall be paid the amount of \$350,000, which will be full payment of all amounts due for letter of credit fees to and including February 11, 2003. Hereafter, Bank will bill for, and be paid, letter of credit fees in the amounts set forth in the Financing Agreement, quarterly in advance, which bills shall be promptly paid including all bills presently outstanding for the period post February 11, 2003. In the event a letter of credit is returned for cancellation prior to its expiry date, Bank shall refund or credit fees paid it, prorata for the unexpired term.
2. Provided that no defaults exist in any of the Agreements (hereafter defined), Bank will, upon written request, extend the expiry date of the letters of credit for an additional year to February 11, 2005.
3. The parties agree that all of the documents heretofore entered into by them relating to the issuance of the letters of credit, including, but not limited to: the Financing Agreement; Reimbursement Agreement; Junior Real Estate Mortgage, Assignment of Rents and Security Agreement; Guaranty; and First Modification (collective "Agreements") remain in full force and effect as of the date hereof and will remain in full force and effect for so long as letters of credit are outstanding pursuant to the Agreements.
4. Bank is hereby authorized, in its sole discretion, to terminate this Second Modification in the event all of the undertakings of Company and Guarantor have not been fully complied with within 10 days from the date of notice.
5. This Second Modification is executed by LaSalle National Bank, not individually or personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or

UNOFFICIAL COPY

accruing under or pursuant to this Second Modification, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this Second Modification, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this Second Modification.

IN WITNESS WHEREOF, the parties hereto have executed this Second Modification ^{as of} on the 28th day of April, 2003.

LENDER

LaSalle Bank National Association

By: _____
Its: _____

COMPANY:

Thrush Edgewater Partners, L.P., an Illinois limited partnership

By: Thrush Edgewater, Inc., an Illinois corporation, its General partner

By: George H. Thrusn,
President

TRUSTEE:

LaSalle Bank National Association (successor to LaSalle National Trust, N.A.), not personally but as Trustee under Trust Agreement dated 2/22/93 and known as its Trust No. 111728

By: _____
Its _____

GUARANTOR

George H. Thrush

UNOFFICIAL COPY

accruing under or pursuant to this Second Modification, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this Second Modification, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this Second Modification.

IN WITNESS WHEREOF, the parties hereto have executed this Second Modification on the 28th day of April, 2005. ~~2003, 2005~~

LENDER:

LaSalle Bank National Association

By: [Signature]

Its Commercial Banking Officer

COMPANY:

Thrush Edgewater Partners, L.P., an Illinois limited partnership

By: Thrush Edgewater, Inc., an Illinois corporation, its General partner

By: _____

George H. Thrush,
President

Acknowledged by trustee:
February 2, 2005

TRUSTEE:

LaSalle Bank National Association (successor to LaSalle National Trust, N.A.), not personally but as Trustee under Trust Agreement dated 2/22/93 and known as its Trust No. 117728

By: [Signature]

Its Trust Officer

GUARANTOR:

George H. Thrush

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, a _____ President of LaSalle Bank National Association, 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 and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

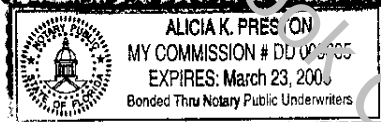
GIVEN under my hand and Notarial Seal _____, 2003.

Notary Public

~~STATE OF ILLINOIS)~~
~~COUNTY OF COOK) ss.~~

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that George H. Thrush, individually and as President of Thrush Edgewater, Inc., an Illinois corporation, General Partner of Thrush Edgewater Partners, L.P., an Illinois limited partnership, 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 and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal January 31, 2003.



Alicia K. Preston
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, a _____ of LaSalle Bank National Association (successor to LaSalle National Trust, N.A.), not personally, but as Trustee under Trust Agreement dated 2/22/93 and known as Trust No. 117728, 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 and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2003.

Notary Public

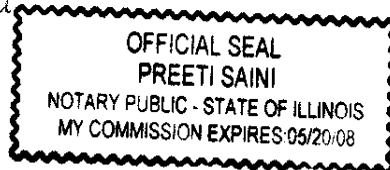
UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF C O O K) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Jason Mansker a CBO President of LaSalle Bank National Association, 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 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 February 4, 2003, 2005.

Preeti Saini
Notary Public



STATE OF ILLINOIS)
COUNTY OF C O O K) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that George H. Thrush, individually and as President of Thrush Edgewater, Inc., an Illinois corporation, General Partner of Thrush Edgewater Partners, L.P., an Illinois limited partnership, 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 and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2003.

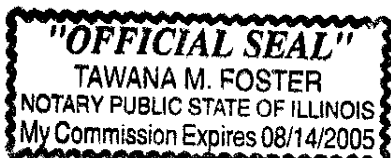
Notary Public

STATE OF ILLINOIS)
COUNTY OF C O O K) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Harriet Denisewicz, a Trust Officer of LaSalle Bank National Association (successor to LaSalle National Trust, N.A.), not personally, but as Trustee under Trust Agreement dated 2/22/93 and known as Trust No. 117728, 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 she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal February 2, 2003, 2005

Tawana M. Foster
Notary Public



F:\DOCS\BANKS\LASALLE\THRUSH\2nd Mod\Second Mod.vol.wpd - 2/1/05 - 3:47 PM

UNOFFICIAL COPY

LEGAL DESCRIPTION:

THAT PART OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 29, WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD; THENCE SOUTHWESTERLY 1000.21 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, BEING THE ARC OF A CIRCLE OF 5679.65 FEET RADIUS CONVEX SOUTHEASTERLY AND WHOSE CHORD BEARS SOUTH 50 DEGREES 14 MINUTES 59 SECONDS WEST; THENCE NORTH 34 DEGREES 42 MINUTES 19 SECONDS WEST 105.92 FEET; THENCE NORTH 273.18 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$ OF SECTION 29; THENCE NORTH 63 DEGREES 43 MINUTES 24 SECONDS EAST 206.67 FEET; THENCE NORTH 49 DEGREES 03 MINUTES 24 SECONDS EAST 199.90 FEET; THENCE NORTH 69 DEGREES 47 MINUTES 32 SECONDS EAST 125.21 FEET; THENCE SOUTH 61 DEGREES 03 MINUTES 02 SECONDS EAST 171.99 FEET; THENCE NORTH 66 DEGREES 48 MINUTES 05 SECONDS EAST 243.70 FEET, TO THE HEREIN DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:
P.I.N.:

5880-5940 LAKE BLUFF DRIVE, TINLEY PARK, IL
28-29-200-014 VOLUME 034

Cook County Clerk's Office