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Eugene "Gene" Moore Fee: \$42.50
Cook County Recorder of Deeds
Date: 06/15/2005 08:53 AM Pg: 1 of 10

FOURTH MODIFICATION AND EXTENSION OF LOAN AND LOAN DOCUMENTS

THIS FOURTH MODIFICATION AND EXTENSION OF LOAN AND LOAN DOCUMENTS (this "Agreement"), made and entered into effective this 1st day of April, 2005, by and among FIRST MIDWEST BANK f/k/a FIRST MIDWEST BANK, N.A., a national banking association (the "Bank"), FIRST MIDWEST BANK f/k/a FIRST MIDWEST TRUST COMPANY, N.A., not personally, but solely as Trustee under a Trust Agreement dated March 7, 1988 and known as Trust Number LT-703 (the "Land Trustee"), 1735 MITCHELL BLDG PARTNERSHIP, an Illinois general partnership (the "Partnership"), SHAMJIBHAI M. KUMBHANI, a resident of Illinois ("Kumbhani"), GHANSHYAM J. PATEL, a resident of Illinois ("Patel"), MAVJIBHAI B. LAKHANI, a resident of Illinois ("Lakhani"), MAGANBHAI J. VEKARIA, a resident of Illinois ("Vekaria"), MADHUKAR S. KALARIA, a resident of Illinois ("Kalaria") and LALITKUMAR J. DETROJA (formerly known as Lalitkumar J. Patel), a resident of Illinois ("Detroja") (Kumbhani, Patel, Lakhani, Vekaria, Kalaria and Detroja are hereinafter sometimes collectively referred to as the "Borrowers" and each, singly hereinafter sometimes referred to as a "Borrower") and EAGLE ELECTRONICS, INC., an Illinois corporation ("Eagle") is premised upon the following circumstances:

Kumbhani, Land Trustee and the Partnership are the makers of a certain PROMISSORY NOTE dated April 1, 1993 in the principal amount of \$300,000.00, payable to the order of the Bank (the "Kumbhani Note"), evidencing a loan in an amount not to exceed said principal amount.

Patel, Land Trustee and the Partnership are the makers of a certain PROMISSORY NOTE dated April 1, 1993 in the principal amount of \$300,000.00, payable to the order of the Bank (the "Patel Note"), evidencing a loan in an amount not to exceed said principal amount.

Lakhani, Land Trustee and the Partnership are the makers of a certain PROMISSORY NOTE dated April 1, 1993 in the principal amount of \$300,000.00, payable to the order of the Bank (the "Lakhani Note"), evidencing a loan in an amount not to exceed said principal amount.

Vekaria, Land Trustee and the Partnership are the makers of a certain PROMISSORY NOTE dated April 1, 1993 in the principal amount of \$300,000.00, payable to the order of the Bank (the "Vekaria Note"), evidencing a loan in an amount not to exceed said principal amount.

Kalaria, Land Trustee and the Partnership are the makers of a certain PROMISSORY NOTE dated April 1, 1993 in the principal amount of \$300,000.00, payable to the order of the Bank (the "Kalaria Note") evidencing a loan in an amount not to exceed said principal amount.

Detroja, Land Trustee and the Partnership are the makers of a certain PROMISSORY NOTE dated April 1, 1993 in the principal amount of \$300,000.00, payable to the order of the Bank (the "Detroja Note"), evidencing a loan in an amount not to exceed said principal amount. The Kumbhani Note, the Patel Note, the Lakhani Note, the Vekaria Note, the Kalaria Note and the Detroja Note are sometimes collectively hereinafter referred to as the "Notes" and each, individually, sometimes hereinafter referred to as a "Note", which Notes, collectively, represent a loan in an amount not to exceed One Million Eight Hundred Thousand and No/100 (\$1,800,000.00) Dollars (the "Loan").

Land Trustee is the Mortgagor pursuant to the terms of a certain MORTGAGE dated April 1, 1993 and recorded in the Office of the Recorder of Cook County, Illinois on May 6, 1993 as document number 93339676 (the "Mortgage") pursuant to which Land Trustee has mortgaged and conveyed to Bank a first mortgage lien on certain real property located in Cook County, Illinois including that property legally described on Exhibit A attached hereto

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[Signature]

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and made a part hereof (the "Mortgaged Premises") as security for the repayment of inter alia, the Notes.

Land Trustee, the Partnership and the Borrowers are the Assignors pursuant to the terms of a certain COLLATERAL ASSIGNMENT OF RENTS AND LEASES dated April 1, 1993 and recorded in the Office of the Recorder of Cook County, Illinois on May 6, 1993 as document number 93339677 (the "Assignment") pursuant to which Land Trustee, the Partnership and Borrowers, jointly and severally, have conveyed and assigned to the Bank all of their right, title and interest in and to all present and future leases and all rents, income and profits which were then or thereafter to be or become due or owing under such leases and/or on account of the use of the Mortgaged Premises, as security for the repayment of inter alia, the Notes.

Borrowers are the Assignors pursuant to the terms of a certain COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST dated April 1, 1993 (the "Collateral ABI") pursuant to which Borrowers have collaterally assigned to Bank 100% of the beneficial interest in the land trust under which Land Trustee is acting as security for, inter alia, the repayment of the Notes.

Eagle, the Partnership and the Borrowers are the Assignors pursuant to a COLLATERAL ASSIGNMENT OF EQUIPMENT LEASES dated April 1, 1993 (the "Equipment Lease Assignment") pursuant to which Eagle, the Partnership and the Borrowers collaterally assigned to the Bank all of their right, title and interest in and to all present and future equipment leases and all rents, income and profits which were then or thereafter to be or become due and owing under such equipment leases, as security for the repayment of, inter alia, the Notes.

Land Trustee, the Partnership and Borrowers are the Debtors pursuant to the terms of a certain SECURITY AGREEMENT/CHATTEL MORTGAGE dated April 1, 1993 (the "Security Agreement") pursuant to which Land Trustee, the Partnership and Borrowers have granted to the Bank (as Secured Party thereunder) a first lien and security interest in and to certain personal property described in said Security Agreement and located on the Mortgaged Premises, as security for the repayment of inter alia, the Notes.

Borrowers, Land Trustee, the Partnership and the Bank are all the parties to a certain LOAN AGREEMENT dated April 1, 1993 (the "Loan Agreement") which includes the personal guarantees of all of the Borrowers of all the Notes and which outlines substantially all of the conditions under which the Loan proceeds would be disbursed to Borrowers and which further grants and/or describes additional collateral security for the repayment of, inter alia, the Notes.

Land Trustee, Borrowers, the Partnership, Eagle and the Bank are all the parties to a certain MODIFICATION AND EXTENSION OF LOAN AND LOAN DOCUMENTS, document #0020120715, dated effective April 1, 1996 and recorded January 16, 2002 (the "First Extension"), pursuant to which certain of the terms and conditions of the Notes and the other "Loan Documents" (as that term is hereinafter defined) were modified and extended.

Land Trustee, Borrowers, the Partnership, Eagle and the Bank are all the parties to a certain SECOND MODIFICATION AND EXTENSION OF LOAN AND LOAN DOCUMENTS, document #0020063456, dated effective April 1, 1999 and recorded January 30, 2002 (the "Second Extension"), pursuant to which certain of the terms and conditions of the Notes and the other "Loan Documents" (as that term is hereinafter defined), as modified and extended by the First Extension, were further modified and extended.

Land Trustee, Borrowers, the Partnership, Eagle and the Bank are all the parties to a certain THIRD MODIFICATION AND EXTENSION OF LOAN AND LOAN DOCUMENTS, document #0021071507, dated effective April 1, 2002 and recorded September 30, 2002 (the "Third Extension"), pursuant to which certain of the terms and conditions of the Notes and the other "Loan Documents" (as that term is hereinafter defined), as modified and extended by the First Extension and the Second Extension, were further modified and extended.

Borrowers, Land Trustee, the Partnership and Eagle, collectively and severally, acknowledge and agree that as a result of the execution of the Third Extension, the Notes are due and payable in full on April 1, 2005 and, collectively and severally, desire to cause the Bank to modify the "Re-Modified Loan Documents" (as that term is hereinafter defined) so as to extend the maturity dates of the Notes for an additional three (3) years and Bank desires to grant such extension upon the terms and conditions hereinafter set forth.

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NOW, THEREFORE, in consideration of the Bank's granting the requested extension, in consideration of the covenants, conditions and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers, Land Trustee, the Partnership and Eagle, collectively and severally (each of whom hereby acknowledges a substantial economic benefit to be derived from the execution and performance hereof) and the Bank hereby agree as follows:

1. Wherever used herein, the term "Loan Documents" shall be construed as meaning all of, and the term "Loan Document" shall be taken to refer to any one of, the Notes, the Mortgage, the Assignment, the Collateral ABI, the Equipment Lease Assignment, the Security Agreement, the Loan Agreement, the First Extension, the Second Extension, the Third Extension, all other documents or instruments constituting "Loan Documents", as that term is defined in Paragraph 3.1 of the Loan Agreement, this Agreement and all other documents or instruments executed by or on behalf of any one or more of the parties hereto, directly or indirectly in connection with the Loan, all as modified by the First Extension, the Second Extension and the Third Extension. Wherever used herein the term "Re-Modified Loan Documents" shall be taken to refer to this Agreement and any one or more of the Loan Documents as modified by the First Extension, the Second Extension and the Third Extension.

2. The parties hereto agree that each and every one of the Kumbhani Note, the Patel Note, the Lakhani Note, the Vekaria Note, the Kalaria Note and the Detroja Note, all as previously modified by the Third Extension, are hereby further modified and amended by the deletion of Paragraph 2.1 (C) of each of said Notes in its entirety and the substitution in lieu thereof in each and every one of said Notes of the following:

"(C) Maturity Date Subject to the provisions of paragraph 7.2 of the Loan Agreement providing for the right of the Payee to call the Loan evidenced hereby after review of financial information, the entire outstanding Principal Balance, all interest accrued thereon and any other amounts due hereunder, unless sooner paid, shall be due and payable in full on the 1st day of April, 2008 (the "Maturity Date")."

3. The parties hereto covenant and agree that wherever, in any one or more of the Loan Documents or Re-Modified Loan Documents, there is a direction that a notice or any other writing of any kind be sent to the Bank, said notice or other writing shall be sent to the following address:

First Midwest Bank
725 Waukegan Road
Deerfield, Illinois 60015
ATTN: Jennifer Brooks, Commercial Banking Officer

4. The parties hereto agree that any and all references to any or all of the Loan Documents and/or Re-Modified Loan Documents contained in any of the other Loan Documents and/or Re-Modified Loan Documents shall be taken to refer to each of the Re-Modified Loan Documents as modified and extended by this Agreement.

5. Except as specifically modified by this Agreement, all of the Re-Modified Loan Documents are specifically deemed to be fully restated and in full force and effect. Notwithstanding the foregoing, in the event of any conflict between the terms and provisions of any one or more of the Re-Modified Loan Documents and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall be deemed to govern and control the relationship between the parties hereto.

6. Notwithstanding anything herein contained or contained in any one or more of the Re-Modified Loan Documents to the contrary, the parties hereto agree that the Bank shall have no further obligation to extend any of the Notes or otherwise lend sums or advance credit to any other party hereto except as specifically anticipated by this Agreement, provided, however, that the obligations of the Bank shall remain subject to the provisions of Section 7.2 of the Loan Agreement.

7. The parties hereto hereby expressly agree that the Bank may obtain additional title insurance and hereby consent to the recording of this Agreement in the Office of the Recorder of Cook County, Illinois. Borrowers, jointly and severally, agree to pay all costs of such recording and all costs and expenses of the Bank directly or indirectly related to the negotiation, drafting and execution hereof, including the Bank's reasonable attorneys' fees, title, appraisal and other fees and expenses.

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8. The parties hereto acknowledge that the recitals to this Agreement are true and correct and shall be deemed a part of the agreement contained herein.

9. The execution and delivery has been duly authorized by all necessary actions of the parties hereto and does not violate any provision of any party's organizational documentation or any other agreement to which any party hereto is a party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. This Agreement is executed by First Midwest Bank f/k/a First Midwest Trust Company, N.A., not personally, but as trustee aforesaid in the exercise of the power and authority vested in it as such trustee. No personal liability shall be asserted or be enforceable against the Land Trustee because or in respect of this Agreement or its making, issue or transfer, all such liability, if any, being expressly waived by the holder hereof.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands effective as of the day and date first above written.

FIRST MIDWEST BANK

By: [Signature]
Title: COMMERCIAL BANKING OFFICER

FIRST MIDWEST, not personally, but solely as trustee under a trust agreement dated March 7, 1988 and known as Trust No. LT-703

By: [Signature]
Title: Trust Assistant

Attest: [Signature]
Title: Trust Assistant

[Signature]
Shamjibhai M. Kumbhani

[Signature]
Ghanshyam J. Patel

[Signature]
Mavjibhai B. Lakhani

[Signature]
Magambhai J. Vekaria

[Signature]
Madhukar S. Kalaria

[Signature]
Lalitkumar J. Detroja

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1735 MITCHELL BLDG PARTNERSHIP, an Illinois general partnership

By: Shamji M. Kumbhani
Shamjibhai M. Kumbhani, a general partner

By: Ghanshyam J. Patel
Ghanshyam J. Patel, a general partner

By: Mavjibhai B. Lakhani
Mavjibhai B. Lakhani, a general partner

By: Maganbhai J. Vekaria
Maganbhai J. Vekaria, a general partner

By: Madhukar S. Kalaria
Madhukar S. Kalaria, a general partner

By: Lalitkumar J. Detroja
Lalitkumar J. Detroja, a general partner

EAGLE ELECTRONICS, INC., an Illinois corporation

By: Madhukar S. Kalaria

Title: PRESIDENT

Property of Cook County Clerk's Office

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STATE OF IL)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JENNIFER BRAY personally known to me to be the CBO of FIRST MIDWEST BANK and 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 that as such C.B.O., he signed and delivered the said instrument as C.B.O. of said association, and caused the seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, as his free and voluntary act, and as the free and voluntary act and deed of said association, for the uses and purposes therein set forth.

Given under my hand and official seal this 11 day of MAY, 2005.

My Commission Expires: 2-17-08

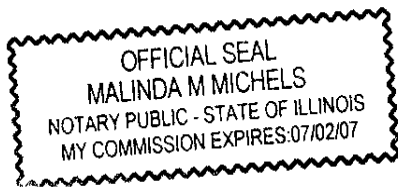
Steven B Bongard
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF MCHENRY)



I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Sharon Hettermann personally known to me to be the Trust Asst. of FIRST MIDWEST Bank, and Lynn M. Miller, personally known to me to be the Tr. Asst. of said association, and 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 severally acknowledged that as such Trust Assistant and Trust Assistant they signed and delivered the said instrument as Tr. Asst. and Tr. Asst. of said association, and caused the seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said association, for the uses and purposes therein set forth.

Given under my hand and official seal this 26th day of MAY, 2005.



Malinda M Michels
Notary Public

My Commission Expires:

7-2-07

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

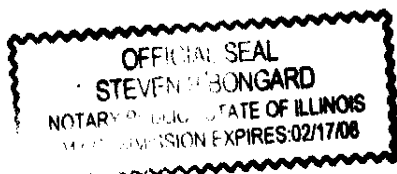
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that SHAMJIBHAI M. KUMBHANI, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of MAY, 2005.

Steven B Bongard
Notary Public

My Commission Expires:

2-17-08



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that GHANSHYAM J. PATEL, 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 said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of MAY, 2005.



Steven B Bongard
Notary Public

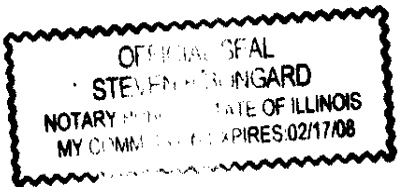
My Commission Expires:

2-17-08

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that MAVJIBHAI B. LAKHANI, 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 said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of MAY, 2005.



Steven B Bongard
Notary Public

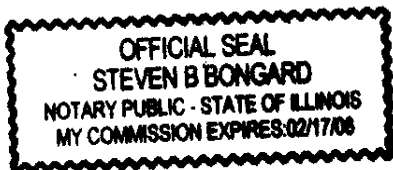
My Commission Expires:

2-17-08

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that MAGANBHAI J. VEKARIA, 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 said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of MAY, 2005.



Steven B Bongard
Notary Public

My Commission Expires:

2-17-08

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that MADHUKAR S. KALARIA, 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 said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of MAY, 2005.



Steven B Bongard
Notary Public

My Commission Expires:

2-17-08

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that LALITKUMAR J. DETROJA, 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 said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of MAY, 2005.



Steven B Bongard
Notary Public

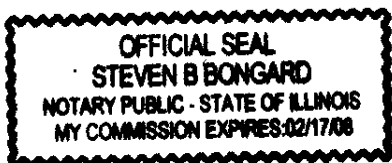
My Commission Expires:

2-17-08

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the State aforesaid, DO HEREBY CERTIFY, that SHAMJIBHAI M. KUMBHANI, GHANSHYAM J. PATEL, MAVJIBHAI B. LAKHANI, MAGANBHAI J. VEKARIA, MADHUKAR S. KALARIA and LALITKUMAR J. DETROJA, personally known to me to be all of the general partners of 1735 MITCHELL BLDG PARTNERSHIP, an Illinois general partnership and 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 as such general partners they signed and delivered the said instrument as general partners of said partnership pursuant to authority duly given by the partnership agreement and other partners of said partnership as their free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of MAY, 2005.



Steven B Bongard
Notary Public

My Commission Expires:

2-17-08

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STATE OF IL)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that MADHUKAR KALANDE personally known to me to be the PRESIDENT of EAGLE ELECTRONICS, INC., an Illinois corporation and 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 that as such PRESIDENT, he signed and delivered the said instrument as _____ of said association, and caused the seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, as his free and voluntary act, and as the free and voluntary act and deed of said association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of MAY, 2005.

[Signature]
Notary Public



My Commission Expires:

2-17-08

Cook County Clerk's Office

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EXHIBIT A

LOT 7 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 132, BEING A SUBDIVISION IN THE SOUTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 07-33-400-028

Common Address: 1735 Mitchell Boulevard, Schaumburg, Illinois

Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY:

MAIL TO: Richard A. Greenswag
Kaplan & Greenswag LLC
181 Waukegan Road
Suite 301
Northfield, Illinois 60093