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Doc#: 0520833193
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 07/27/2005 11:35 AM Pg: 1 of 8

LOAN INCREASE AND MODIFICATION AGREEMENT

This LOAN INCREASE AND MODIFICATION AGREEMENT ("Agreement") is made as of June 20, 2005 by and between Cole Taylor Bank, not personally, but as Trustee under a Trust Agreement dated January 9, 2004 and known as Trust 01-041004 ("Mortgagor"), Senco Properties, Inc., an Illinois corporation ("Beneficiary") (Mortgagor and Beneficiary are hereinafter collectively referred to as "Borrowers"); William M. Senne (hereinafter referred to as "Guarantor"); and First DuPage Bank, an Illinois banking corporation (hereinafter referred to as "Bank").

RECITALS

WHEREAS, pursuant to that certain Construction Loan Agreement dated February 17, 2005 by and between the Borrowers and the Bank (the "Construction Loan Agreement"), the Bank has agreed to lend certain funds to the Borrowers under a construction loan in an outstanding principal amount not to exceed Five Million Two Hundred Thousand Dollars (\$5,200,000.00) to enable the Borrowers to construct certain improvements upon the real estate legally described on Exhibit "1" attached hereto and made a part hereof (the "Premises"). To evidence its loan indebtedness to the Bank, the Borrowers have executed and delivered to the Bank a Mortgage Note dated February 17, 2005 payable to the Bank in the outstanding principal amount not to exceed Five Million Two Hundred Thousand Dollars (\$5,200,000.00) (the "Mortgage Note");

WHEREAS, the loan indebtedness evidenced by the Mortgage Note is evidenced or secured in part by the following documents (which, together with the Construction Loan Agreement and all other documents or instruments evidencing or securing the loan indebtedness evidenced by the Mortgage Note are sometimes hereinafter collectively referred to as the "Loan Documents"):

1. Mortgage and Security Agreement dated February 17, 2005 made by Mortgagor and recorded with the Cook County Recorder of Deeds on 2/24/2005 as Document No. 0505533105 relating to and encumbering the Premises (the "Mortgage");

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2. Collateral Assignment of Agreements, Leases and Rents dated February 17, 2005 made by Mortgagor and recorded with the Cook County Recorder of Deeds on 2/24/2005 as Document No. 0505533106, relating to and encumbering the Premises (the "Assignment of Rents").

WHEREAS, the Guarantor has unconditionally guaranteed the repayment of the loan indebtedness evidenced by the Mortgage Note and the performance and observance of all of the terms, covenants, and conditions of the Loan Documents pursuant to that certain Guaranty dated February 17, 2005 executed and delivered by Guarantor to the Bank (the "Guaranty"); and

WHEREAS, Borrowers desire to borrow additional principal amount under the construction loan evidenced by the Mortgage Note such that the outstanding principal balance of the Mortgage Note shall not exceed Five Million Five Hundred Sixty Eight Thousand Dollars (\$5,568,000.00) to enable the Borrowers to pay for added costs of construction of improvements upon the Premises, all pursuant to the terms, covenants and conditions set forth herein; and

WHEREAS, to induce the Bank to increase the construction loan evidenced by the Mortgage Note to be disbursed pursuant to the terms of the Construction Loan Agreement, Borrowers and Guarantor have offered to enter into this Agreement. The Bank has accepted such offer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Borrowers and Guarantor hereby agree with the Bank as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference as if fully set forth in this Paragraph 1 of the Agreement.
2. The principal amount of the Mortgage Note as of the date hereof is hereby increased and modified to be an outstanding principal amount not to exceed Five Million Five Hundred Sixty Eight Thousand Dollars (\$5,568,000.00).
3. The Construction Loan Agreement is hereby modified to provide that:

(A) The Loan Amount described in such Construction Loan Agreement shall be in a principal amount not to exceed Five Million Five Hundred Sixty Eight Thousand Dollars (\$5,568,000.00) which Loan Amount shall be disbursed pursuant to the Construction Loan Agreement as modified hereunder. Notwithstanding anything contained in the Mortgage Note, the Construction Loan Agreement, the Mortgage, any of the other Loan Documents, or the Guaranty to the contrary, the Bank shall not be obligated to disburse any amount of the Loan (as defined in the Construction Loan Agreement) or Loan Amount pursuant to the Construction Loan Agreement that would cause the outstanding principal balance of the Loan to exceed Five Million Five Hundred Sixty Eight Thousand Dollars (\$5,568,000.00).

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(B) Section 3.5 of the Construction Loan Agreement is hereby deleted and the following Section 3.5 is hereby incorporated into the Construction Loan Agreement in lieu thereof:

“3.5: USE OF LOAN PROCEEDS. Borrowers will utilize the proceeds of the Loan as follows:

- (i) An amount not to exceed \$655,000.00 towards payment of the loan fee, other administrative costs and expenses incurred by the Bank in connection with the Loan and soft costs of the Project;
- (ii) An amount not to exceed \$2,045,000.00 towards refinance of the Mortgaged Premises;
- (iii) An amount not to exceed \$200,000.00 towards Project demolition costs; and
- (iv) An amount not to exceed \$2,668,000.00 towards the hard construction costs of the Project,

all in accordance with the terms and provisions of a construction budget in form and content satisfactory to the Bank, provided that the Bank shall only be obligated to make construction disbursements for those items listed on such budget which are approved by the Bank and are designated to be reimbursed by the Loan.”.

4. Each of the Loan Documents is hereby modified such that any reference in any of the Loan Documents to \$5,200,000.00 (either in numbers or words, as the case may be) as the principal amount of the Mortgage Note, the Loan, the Loan Amount or otherwise is hereby amended to be \$5,568,000.00 (either in numbers or words, as the case may be). Any reference in any of the Loan Documents to “Mortgage Note”, “Mortgage Note” or “Note” shall mean the Mortgage Note as increase and modified herein and to “Construction Loan Agreement” or “Loan Agreement” shall mean the Construction Loan Agreement as modified herein.

5. Guarantor hereby acknowledges and agrees that Paragraph 13 of the Guaranty is hereby deleted and the following Paragraph 13 is inserted in lieu thereof:

“13. Notwithstanding anything to the contrary herein contained, the liability of Guarantor pursuant to this Guaranty shall not exceed \$2,784,000.00”

Guarantor further hereby acknowledges and agrees that the Guaranty signed by him shall include, without limitation, an unconditional, irrevocable and absolute guaranty, as principal obligor and not as surety, of the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of Borrowers under the Mortgage Note as modified herein and the full and prompt performance and observance of all of the warranties, covenants and agreements provided by each of the Construction Loan Agreement and the Loan Documents,

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as modified herein, and all other documents (as such documents are or may be modified) evidencing or securing any indebtedness evidenced by said Mortgage Note to be performed and observed by the parties who executed said documents. Guarantor reaffirms his obligations stated in the Guaranty, consents to the matters affected by this Agreement and agrees that his liabilities as guarantors shall not be diminished by this Agreement.

6. Borrowers shall pay to the Bank all out-of-pocket costs and expenses incurred by Bank in connection with this Agreement, including, without limitation, title charges, recording fees, and attorneys' fees and expenses.

7. Each of Borrowers and Guarantor acknowledges and agrees with the Bank that the Mortgage Note as modified herein is a valid obligation of Borrowers and enforceable in accordance with the terms and provisions thereof; that the security interests granted under any of the Mortgage or other Loan Documents by Borrowers to secure the Loan and all such security interests heretofore extended by Borrowers to the Bank to secure the Loan are valid and enforceable against the Borrowers and enforceable liens and security interests against the collateral described therein. Each of Borrowers and Guarantor hereby represents, covenants and warrants to the Bank that as of the date hereof, Borrowers and Guarantor have no claims, counterclaims, defenses, or set-offs with respect to the Loan or any of the terms, covenants or conditions of the Mortgage Note or the Loan Documents, as modified and extended herein, any such claims, counterclaims, defenses, or set-offs being hereby fully waived.

Borrowers, Guarantor and each of them, for themselves and their respective successors and assigns, forever release the Bank and its agents, attorneys, servants, employees, officers, successors and assigns (hereinafter collectively "Releasees"), from any and all claims, demands, actions or causes of action, of whatever kind or nature, in law or equity, from the beginning of the world to the date of these presents, including but not limited to, all matters and consequences arising out of the transactions evidenced by the Mortgage Note, the Loan Documents, or this Agreement. It is further expressly understood and agreed that the Release contained in this Paragraph 7 is intended to cover, and does cover, not only all known losses or damages which Borrowers or Guarantor claims or may claim to have sustained, but also includes any and all future losses or damages, not now known or anticipated, but which may later develop or be or become discovered, and including all effects and consequences thereof, and shall further include and cover any and all further or additional facts or circumstances whether known or unknown, now or in the future, to Borrowers, Guarantor or to Releasees or to their respective personal representatives, successors or assigns.

8. In all respects, other than those expressly amended, modified or supplemented hereby, Borrowers and Guarantor do hereby ratify and confirm the provisions, terms and conditions of the Mortgage Note, the Construction Loan Agreement, each of the Loan Documents and Guaranty.

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9. This Agreement is executed by Cole Taylor Bank, not personally, but as Trustee under a Trust Agreement dated January 9, 2004 and known as Trust No. 01-041004, and in the exercise of the power and authority conferred upon and vested in it as such Trustee and said Cole Taylor Bank hereby warrants that it possesses full power and authority to execute this instrument. No personal liability shall be asserted or be enforceable against Cole Taylor Bank all such liability, if any, being expressly waived by each holder hereof, and each original and successive holder of this Agreement accepts the same upon the express condition that no duty shall rest upon Cole Taylor Bank to sequester the rents, issues, and profits arising from the property described herein or the proceeds arising from the sale or other disposition thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year above written.

CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO

BORROWERS:

Cole Taylor Bank as Trustee under a Trust Agreement dated January 9, 2004 and known as Trust 01-041004

By: _____
Title: **ASST. VICE PRESIDENT**

Senco Properties, Inc.,
an Illinois corporation.

By: William M. Senne
Name: William M. Senne
Title: President

GUARANTOR:

William M. Senne
William M. Senne

BANK:

First DuPage Bank, an Illinois banking corporation,

By: M. A. Jyles
Title: E.V.P.

This instrument prepared by and mail to:
Timothy S. Breems
Ruff, Weidenaar & Reidy, Ltd.
222 N. LaSalle Street, Suite 700
Chicago, IL 60601

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STATE OF ILLINOIS)

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***CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO**

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Mario V. Golanco, ASST. VICE PRESIDENT of Cole Taylor Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ASST. VICE PRESIDENT of Cole Taylor Bank, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Cole Taylor Bank, as Trustee, and not personally, for the uses and purposes therein set forth.

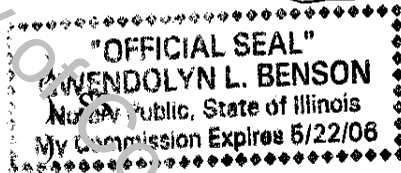
Given under my hand and notarial seal this 20th day of June, 2005.

Mwendolyn L. Benson

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

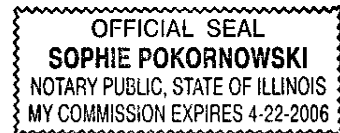


I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that William M. Senne President of Senco Properties, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Senco Properties, Inc., an Illinois corporation, 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 Senco Properties, Inc., an Illinois corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of JUNE, 2005.

Sophie Pokornowski

Notary Public



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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that William M. Senne, 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 17 day of JUNE, 2005.

Sophie Pokornowski
Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Michael A. Sykes, E.V.P. of First DuPage Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such E.V.P. of First DuPage Bank, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said First DuPage Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of June, 2005.

Lorraine M. Pintozzi
Notary Public



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EXHIBIT "1"

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 1 IN WILLIAM E. HATTERMAN=S MILWAUKEE AVENUE SUBDIVISION IN BRAND=S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 47 IN BLOCK 1 IN WILLIAM E. HATTERMAN=S MILWAUKEE AVENUE SUBDIVISION OF LOTS 15 AND 16 IN BRAND=S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 26 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2934-54 N. Milwaukee and 2909 N. Central Park, Chicago, IL 60618

P.I.N. 13-26-222-001 and 13-26-222-011