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This document prepared by and
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Box 231 or
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330 North Wabash Avenue
Suite 3000
Chicago, Illinois 60611



Doc#: 0533903039 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/05/2005 12:15 PM Pg: 1 of 6

Permanent Index Number:
09-30-100-064-0000

Address of Property:

1701 South Winthrop Avenue
Des Plaines, Illinois

Space above this line for Recorder's use only

SIXTH MODIFICATION AGREEMENT

THIS SIXTH MODIFICATION AGREEMENT (the "Modification") is dated as of the 30th day of September, 2005, by and between FIRST MIDWEST BANK, formerly known as First Midwest Bank, National Association ("Lender") and WINTHROP ASSOCIATES L.L.C., an Illinois limited liability company ("Borrower").

RECITALS:

WHEREAS, Lender originally made a \$1,912,500.00 non-revolving loan to Borrower ("Loan");

WHEREAS, to evidence the Loan, Borrower executed and delivered to Lender a certain Promissory Note dated June 15, 1998 in the original principal amount of \$1,912,500.00 ("Note");

WHEREAS, the Note is secured by a certain (i) Construction Mortgage and Security Agreement with Assignment of Rents from Borrower in favor of Lender dated June 15, 1998, and recorded with the Cook County Recorder ("Recorder") on July 1, 1998 as Document No. 98564477 (the "Mortgage"), which Mortgage encumbers certain real property located in Cook County, Illinois legally described on Exhibit A attached hereto ("Property"), and (ii) Assignment of Leases and Rents from Borrower in favor of Lender dated June 15, 1998, and recorded with the Recorder on July 1, 1998 as Document No. 98564478 ("Assignment of Rents"), which Assignment also encumbers the Property;

WHEREAS, the parties modified the Note, Mortgage, Assignment of Rents and all of the other documents given to Lender in connection with the Loan (collectively as amended, the "Loan Documents") by (i) a certain Modification Agreement dated as of June 16, 1999 between Lender and Borrower, which was recorded with the Recorder on October 11, 1999 as Document No. 99953288 ("First Modification Agreement"), which extended the maturity date of the Loan from June 19, 1999 to September 17, 1999, (ii) a certain Second Modification Agreement dated as of September 17, 1999 between Lender and Borrower, which was recorded with the Recorder

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on November 2, 1999 as Document No. 09028583 ("Second Modification Agreement"), which (a) extended the maturity date of the Loan to September 17, 2000, and (b) reduced the maximum principal amount of the Loan to \$1,910,000.00; (iii) a certain Third Modification Agreement dated as of May 19, 2000 between Lender and Borrower, which was recorded with the Recorder on June 1, 2000, as Document No. 00396118 ("Third Modification Agreement"), which, among other things, (a) extended the maturity date of the Loan to October 13, 2005, (b) increased the maximum principal amount of the Loan to \$2,200,000.00, (c) changed the interest rate of the Loan to a fixed rate of 8.65% per annum; (d) amended the repayment schedule of the Loan; and (e) provided for a prepayment premium in certain situations; (iv) a certain Fourth Modification Agreement dated as of March 31, 2004 between Lender and Borrower, which was recorded with the Recorder on April 13, 2004, as Document No. 0410432126 ("Fourth Modification"), which reduced the interest rate of the Loan from 8.65% to 5% per annum; and (v) a certain Fifth Modification Agreement dated as of August 23, 2004 between Lender and Borrower, which was recorded with the Recorder on August 27, 2004, as Document No. 0424034079, which (a) clarified the reduced interest rate of 5% in the Note as set forth in the Fourth Modification Agreement and (b) changed the monthly principal and interest payment amount based upon the reduced interest rate of 5%;

WHEREAS, as of the date hereof, \$2,037,300 of the principal amount of the Note is outstanding; and

WHEREAS, the parties hereto desire to amend the Loan Documents, as previously modified, (i) to extend the maturity date of the Loan to October 13, 2008, (ii) change the interest rate of the Loan to a fixed rate of 6.40% per annum and modify Section 21 of the Mortgage, as hereafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual premises of the parties, the receipt and sufficiency of which are hereby acknowledged by Borrower, it is hereby agreed as follows:

1. The Borrower will execute a replacement promissory note of even date herewith ("Replacement Note") incorporating all of the changes in the terms of the Note, as amended by the Modification Agreements dated prior to the date hereof and this Modification Agreement.

2. Section 21(b)(ii) of the Mortgage is revised to read as follows:

"(ii) any transfer of any Membership Interests of Mortgagor if such transfer would reduce Yisroel Gluck's ownership of Membership Interests of Mortgagor to less than 35% of the total of all Membership Interests of Mortgagor; provided that the reduction below 51% is for family estate planning purposes only and provided further that Yisroel Gluck continues to be the managing member;"

3. The modifications provided for in this Modification shall be effective only upon the following conditions being complied with by Borrower:

(a) That the Borrower is and always has been maintained in good standing, free from any default and there is no uncured Event of Default under the Loan

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Agreement, the Note, Mortgage or other Loan Documents, as such documents have heretofore been amended, as of the date hereof;

(b) Delivery to Lender of an endorsement to Loan Policy No. 007734524 issued by Chicago Title Insurance Company (the "Title Company") previously delivered to Lender insuring the Mortgage to reflect the recording of this Modification; and

(c) Payment to Lender of a loan fee of \$5,093.25.

4. Nothing herein contained shall impair the Note, as amended by the Replacement Note, Mortgage, Assignment of Rents or other Loan Documents, as heretofore modified in any way, nor alter, waive, annul, vary, nor affect any provision, condition therein contained except as expressly herein provided, nor affect or impair any right, power or remedy of Lender, it being the intention of the parties hereto that the terms and provision of the Note, as amended by the Replacement Note, Mortgage, Assignment of Rents and other Loan Documents, as heretofore modified, shall continue in full force and effect except as expressly modified in connection herewith.

5. Contemporaneously with the execution and delivery hereof, Borrower shall pay or cause to be paid all closing costs and expenses, including title insurance premiums and legal fees incurred by Lender incident to the transactions contemplated herein.

6. Borrower hereby acknowledges that (i) Borrower has no defense, offset or counterclaim with respect to the payment of any sum owed to Lender, with respect to any covenant in the Loan Documents; (ii) Lender, as of the date hereof, has fully performed all obligations to Borrower; (iii) other than as expressly set forth herein, by entering into this Modification, Lender does not waive any condition or obligation in the Loan Documents.

7. This Modification shall be governed and construed in accordance with the laws of the State of Illinois.

8. This Modification may be executed in one or more counterparts, which together shall comprise the entire agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

FIRST MIDWEST BANK (formerly known as First Midwest Bank, National Association)

By: Lawrence W. Walther
Name: Lawrence W. Walther
Title: Sr. V.P.

BORROWER:

WINTHROP ASSOCIATES L.L.C., an Illinois limited liability company

By: [Signature]
Name: Yisroel Gluck
Title: Manager

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REAFFIRMATION

YISROEL GLUCK ("Guarantor") hereby consents to the modifications provided in the foregoing Agreement, and hereby expressly ratifies and reaffirms all of his liabilities and obligations as Guarantor under the individual Guaranty executed in favor of Lender dated June 15, 1998 and agrees to be bound by and abide by and operate and perform under and pursuant to and comply fully with all of the terms, conditions, provisions, agreements, representations, undertakings, warranties, guaranties, indemnities, grants of security interests and covenants contained in the Guaranty, notwithstanding that such obligations may be increased, modified or amended by said Agreement. Guarantor acknowledges that he has no defenses, claims or set-offs to the enforcement of the Guaranty as it may be amended by said Agreement.

IN WITNESS WHEREOF, the undersigned has executed this reaffirmation as of this 30th day of September, 2005

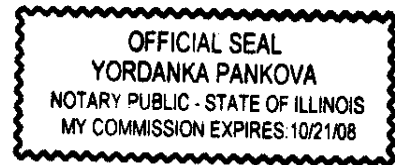
[Signature]
Yisroel Gluck

STATE OF ILLINOIS)
)ss
COUNTY OF LAKE)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Lawrence Walther, Sr. V. P of FIRST MIDWEST BANK, formerly known as First Midwest Bank, National Association, 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 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 30th day of November, 2005

[Signature]
Yordanka Pankova
Notary Public



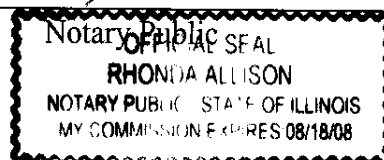
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STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Yisroel Gluck, Manager, of WINTHROP ASSOCIATES L.L.C., an Illinois limited liability company, to me known to be the same person whose name is subscribed to the foregoing instrument as such personally appeared before me this day in person and acknowledged that he signed and delivered 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 29th day of November, 2005.

Rhonda Allison



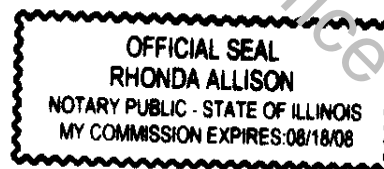
STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that YISROEL GLUCK, to me known 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 own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of November, 2005.

Rhonda Allison

Notary Public



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EXHIBIT A

THE PROPERTY

LOT 3 AND THE NORTH 50 FEET OF LOT 4 IN ANDERSON MILLER DES PLAINES INDUSTRIAL PART UNIT NUMBER 3, BEING A RE-SUBDIVISION OF LOTS 2, 3, 4 AND PART OF LOTS 5 AND 6 IN GREWE'S SUBDIVISION OF THAT PART OF THE NORTHWEST FRACTIONAL QUARTER AND THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 14.70 FEET NORTH OF THE EAST AND THE WEST CENTER LINE OF THE NORTH HALF OF SAID SECTION (EXCEPT THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILWAY) AND EXCEPT THAT PART TAKEN FOR OAKTON STREET BY DOCUMENT NUMBER 10627381; TOGETHER WITH THE EAST 102 FEET OF LOT 1 AND THAT PART OF LOT 6 LYING NORTHERLY OF A 19 FOOT SWITCH TRACK EASEMENT IN GEORGE H. GEIL'S SUBDIVISION OF THAT PART OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILROAD, AS SHOWN ON PLAT RECORDED SEPTEMBER 10, 1928, AS DOCUMENT NO. 10142179, IN COOK COUNTY, ILLINOIS.

COOK County Clerk's Office