

# UNOFFICIAL COPY



Doc#: 0601233169 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/12/2006 10:01 AM Pg: 1 of 9

## THIRD LOAN MODIFICATION AND INCREASE AGREEMENT

This THIRD LOAN MODIFICATION AGREEMENT ("Agreement") is made as of September 1, 2005 by and between Vollmer and Crawford LLC, an Illinois limited liability company (hereinafter referred to as "Borrower"), James P. Gierczyk (hereinafter referred to as the "Guarantor"), and First DuPage Bank, an Illinois banking corporation (the "Bank").

### RECITALS

WHEREAS, Borrower is indebted to the Bank in the principal amount of \$2,415,000.00 (the "Loan") as evidenced by that certain Mortgage Note dated September 15, 2004 in the principal amount of \$2,415,000.00 with interest thereon executed and delivered by the Borrower to the Bank, as modified by that certain Loan Modification Agreement – Rider to Mortgage Note (the "First Modification Agreement") dated as of October \_\_, 2004 (the "Note");

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

1. Mortgage and Security Agreement dated September 15, 2004 made by Borrower and recorded with the Cook County Recorder of Deeds on September 17, 2004 as Document No. 0426133155 (the "Mortgage"), relating to and encumbering the real estate legally described on Exhibit A attached hereto and made a part hereof (the "Premises");
2. Collateral Assignment of Agreements, Leases and Rents dated September 15, 2004 made by Borrower and recorded with the Will County Recorder of Deeds on September 17, 2004 as Document No. 0426133156 (the "Assignment of Rents"), relating to and encumbering the Premises; and

WHEREAS, the Guarantor has unconditionally guaranteed the repayment of the loan indebtedness evidenced by the Note and the performance and observance of all of the terms, covenants, and conditions of the Loan Documents pursuant to that certain Guaranty dated September 15, 2004 executed and delivered by Guarantor to the Bank (the "Guaranty"); and

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WHEREAS, Borrower desires to increase the principal amount of the Loan to a principal amount not to exceed \$2,467,500.00, reduce the interest rate payable under the Loan and extend the maturity date of the Note pursuant to the terms, covenants and conditions set forth herein; and

WHEREAS, to induce the Bank to increase the loan evidenced by the Note and extend the maturity date of the Note, Borrower 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, Borrower and Guarantor hereby agree with the Bank as follows:

1. The foregoing recitals are hereby incorporated herein by reference as if fully set forth in this Paragraph 1 of the Agreement.

2. The Note is hereby modified to provide that effective as of September 1, 2005, the principal amount of the Note is increased and modified to be a principal amount not to exceed Two Million Four Hundred Sixty Seven Thousand Five Hundred Dollars (\$2,467,500.00), which principal sum Borrower promises to pay to the Bank with interest thereon at the Interest Rate effective as of October 1, 2005 and continuing thereafter equal to One-Half percent (0.50%) in excess of the Prime Rate of interest in effect from time to time, provided that the Interest Rate shall never be less than Five percent (5.0%) per annum. The Interest Rate shall change if and when the Prime Rate of interest changes, and any such change in the Interest Rate shall be effective as of the date of the respective change in the Prime Rate. The term "Prime Rate" as used herein shall mean at any time the prime rate as published in The Wall Street Journal, in effect from time to time, provided that if publication of The Wall Street Journal or the prime rate in The Wall Street Journal is discontinued, the Bank shall designate another daily financial or governmental publication of national circulation to be used to determine the Prime Rate. It is expressly agreed that the use of the term "Prime Rate" is not intended to mean, nor does it imply, that said prime commercial rate of interest is a preferred prime commercial rate of interest or one which is offered by the Bank to its most credit worthy customers.

On October 1, 2005 and continuing on the first (1<sup>st</sup>) day of each month thereafter, Borrower shall pay to the Bank interest at the applicable Interest Rate specified above on the outstanding principal balance of this Mortgage Note, except that the final payment of the entire outstanding principal balance of this Mortgage Note and accrued interest thereon shall be paid by Borrower to the Bank on September 1, 2006.

3. Borrower hereby authorizes the Bank to advance \$67,594.00 of the principal amount of the Loan into an interest reserve at the Bank (the "Interest Reserve"). Borrower hereby further authorizes the Bank to fund and pay monthly interest payments required under the Note or under any other note made or guaranteed by any of the Borrower or maker or the

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Guarantor to the Bank when due out of the Interest Reserve provided no Event of Default under any of the Loan Documents then exist and sufficient amounts are available in the Interest Reserve to cover any monthly installment. The Bank shall have no obligation to pay interest or earnings of any kind on amounts on deposit in the Interest Reserve.

4. Each of the Loan Documents is hereby modified such that any reference in any of the Loan Documents to \$2,415,000.00 (either in numbers or words, as the case may be) as the principal amount of the loan evidenced by the Note or otherwise is hereby amended to be \$2,467,500.00 (either in numbers or words, as the case may be) and any reference to the maturity date of the Loan as evidenced by the Note is hereby amended to be September 1, 2006. Any reference in any of the Loan Documents to "Mortgage Note" or "Note" shall mean and include the Note as increased and modified herein.

5. Guarantor 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 Borrower under the Note as increased, extended and modified herein and the full and prompt performance and observance of all of the warranties, covenants and agreements provided by each of the Loan Documents, as increased, extended and modified herein 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 be increased and shall not be diminished by this Agreement.

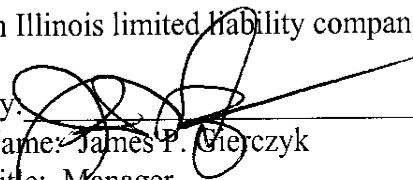
6. In all respects, other than those expressly amended, modified or supplemented hereby, Borrower and Guarantor do hereby ratify and confirm the provisions, terms and conditions of the Note, Loan Documents and Guaranty.

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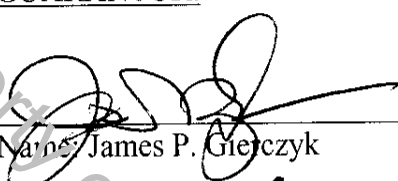
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year above written.

BORROWER:

Vollmer and Crawford LLC,  
an Illinois limited liability company,

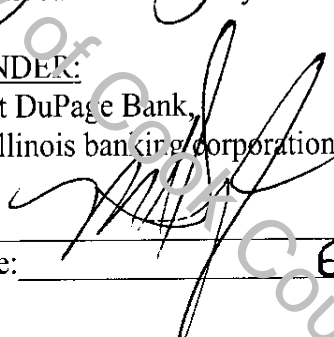
By:   
Name: James P. Gierczyk  
Title: Manager

GUARANTOR:

  
Name: James P. Gierczyk

LENDER:

First DuPage Bank,  
an Illinois banking corporation,

By:   
Title: E.V.P.

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

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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 James P. Gierczyk, Manager of Vollmer and Crawford LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of Vollmer and Crawford LLC, an Illinois limited liability company, 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 Vollmer and Crawford LLC, an Illinois limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31<sup>st</sup> day of October, 2005.

Lorraine M. Pintozzi

Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

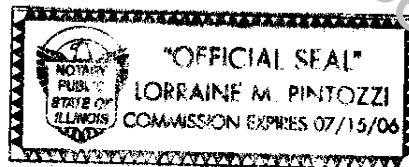


I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that James P. Gierczyk, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered 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 31<sup>st</sup> day of October, 2005.

Lorraine M. Pintozzi

Notary Public



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STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF DuPage    )

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, an Illinois banking corporation, 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, an Illinois banking corporation, 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, an Illinois banking corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31<sup>st</sup> day of October, 2005.

Lorraine M. Pinfazzi  
Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION:

#### PARCEL 1:

THE SOUTH 359.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 11, AFORESAID AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF 100.00 FEET TO VOLLMER ROAD, WITH THE EASTERLY RIGHT OF WAY LINE OF 66-FOOT CRAWFORD AVENUE; THENCE NORTH ALONG SAID EASTERLY RIGHT OF WAY LINE, 40.20 FEET; THENCE SOUTHEASTERLY TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE, THAT IS 67.00 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE PLACE OF BEGINNING, AND EXCEPT THAT PART FALLING WITHIN CRAWFORD AVENUE), IN COOK COUNTY, ILLINOIS.

#### PARCEL 1A:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING SOUTH OF A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 11 AFORESAID) ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE EAST 110.0 FEET OF LOT 4 (EXCEPT THAT PART OF LOT 4, LYING WITHIN THE SOUTH 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 11) IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE EAST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 50.00 FEET CONVEYED TO COUNTY OF COOK); AND ALSO THE WEST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THAT PART THEREOF LYING WITH IN THE SOUTH 50.00

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FEET OF SECTION 11) ALL IN SEC 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4A:

LOTS 3 AND 4 IN WILKEN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1944 AS DOCUMENT 13419694, IN COOK COUNTY, ILLINOIS.

PARCEL 4B:

LOT 3 AND LOT 4 (EXCEPT THE EAST 110.00 FEET THEREOF) IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11 TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1946 AS DOCUMENT 13868402, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 5 IN SUIDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 6 IN SUBDIVISON OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE WEST 112 OF THE NORTH 1/2 OF THE EAST 112 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 2 IN LAMBERT'S SUDDIVISION BEING A RESUBDIVISION OF LOT 8 IN THE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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PARCEL 9:

LOT 7 IN THE SUSDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: (AFFECTS TAX NOS. 31-11-302-008, 31-11-302-009, 31-11-302-010, 31-11-302-018, 31-11-302-019, 31-11-302-022, 31-11-302-024, 31-11-302-025, 31-11-303-011, 31-11-303-022, 31-11-303-023, 31-11-303-024, 31-11-303-026, 31-11-303-027, 31-11-303-028, 31-11-303-029 and 31-11-303-037)

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