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This instrument prepared by
and please return to:
Jennifer L. Worstell, Esq.
100 West Monroe Street #1500
Chicago, Illinois 60603



Doc#: 0601803086 Fee: \$50.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/18/2006 02:47 PM Pg: 1 of 14

P.I.N.: See attached Exhibit A
COMMONLY KNOWN AS: See attached Exhibit A

LOAN MODIFICATION AGREEMENT

This instrument is a Loan Modification Agreement ("Modification") among The PrivateBank and Trust Company, an Illinois banking corporation ("Lender"), and Lawndale Christian Development Corporation, an Illinois not-for-profit corporation ("Borrower").

RECITALS:

A. Borrower holds fee simple title to certain parcels of real estate ("Lots") located in Chicago, Illinois which are commonly and legally described on Exhibit A attached hereto (collectively the "Real Estate"). The Lots consist of either vacant land or land containing single-family homes which will be demolished. Borrower is constructing new single-family houses ("Houses") on the Lots and will sell the Houses (collectively the "Project").

B. The Lots were purchased by Borrower from the City of Chicago ("City") pursuant to its Department of Housing New Homes for Chicago program (the "Program"). The Lots were conveyed to Borrower, subject to certain use, construction and resale restrictions set forth in that

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certain Redevelopment Agreement ("Redevelopment Agreement") between Borrower and City, which was recorded on March 23, 2003. The Program and Redevelopment Agreement place restrictions on Borrower and the buyers of the Houses, which are further set forth therein and in the Loan Agreement.

C. On October 22, 2004, Borrower and Lender entered into a Construction Loan Agreement ("Loan Agreement"), pursuant to which Borrower executed and delivered to Lender a Promissory Note Evidencing a Revolving Line of Credit Loan in the amount of \$800,000 ("Note") which evidences a loan in the amount of \$800,000 ("Loan"). To secure the Note, Borrower executed and delivered to Lender the following documents ("Security Documents"):

1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Mortgage") covering the Real Estate which Mortgage was recorded with the Cook County Recorder of Deeds on October 22, 2004 as Document No. 0429615104;
2. an Environmental, ADA and ERISA Indemnification Agreement;
3. a UCC Financing Statement;
4. a General Contractor's Lien Subordination Agreement; and
5. other documents and items as were requested by Lender.

Certain parcels of the Real Estate have been released since the opening of the Loan. The remaining secured parcels are set forth on Exhibit A attached hereto.

D. The outstanding balance of the Note is \$109,025. Borrower has now requested Lender to extend the maturity date of the Note from November 1, 2005 until March 1, 2006. Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein.

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NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. The Note is hereby replaced in its entirety by a Promissory Note Evidencing a Revolving Line of Credit Loan in the amount of \$800,000 ("Revised Note"), a copy of which is attached hereto as Exhibit B. The Security Documents are hereby modified and amended to secure the Revised Note and all references to the Note in the Security Documents are modified and amended to refer to the Revised Note in place of the Note.

2. This Modification shall be effective upon Lender's receipt of this Modification executed by the parties hereto and the following documents and items:

- (a) the Revised Note executed by Borrower;
- (b) an endorsement to Lender's current title insurance policy which insures the Mortgage as modified by this Modification as a first lien on the Real Estate, subject only to such exceptions as Lender shall permit and which reflects and insures that Borrower is the holder and owner of fee simple interest in all parcels of the Real Estate;
- (c) updated certificates of insurance as required by the Mortgage;
- (d) a corporate resolution of Borrower;
- (e) a Certificate of Good Standing of Borrower (or printout from the Secretary of State's website);
- (f) updated construction schedules and budgets for each House under construction (if requested by Lender);
- (g) updated Sworn Owner's Statements (if requested by Lender);
- (h) updated Sworn Contractor's Statements (if requested by Lender); and

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(i) payment of Lender's expenses as described in Section 6 hereof.

3. This Modification shall constitute an amendment of the Security Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note or Revised Note ("Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage or Loan Agreement, or the covenants, conditions and agreements therein contained or contained in the Note or Revised Note.

4. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

5. Borrower hereby renews, remakes and affirms the representations and warranties contained in the Loan Documents.

6. Borrower hereby agrees to pay all of Lender's expenses arising out of and in connection with this Modification including, but not limited to, attorneys' fees, title insurance premiums and recording fees.

7. **BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES IRREVOCABLY THE RIGHT IT MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE, THE REVISED NOTE, THE MORTGAGE, THE LOAN AGREEMENT, THE SECURITY DOCUMENTS, THIS MODIFICATION, THE LOAN DOCUMENTS, OR ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT**

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OR COURSE OF DEALING IN WHICH LENDER AND BORROWER ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER.

8. Borrower hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Chicago, Illinois, over any action or proceeding based hereon and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such state or federal court. Borrower hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrower irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Borrower at its address as specified in the records of Lender. Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any jurisdiction by suit on the judgment or any other manner provided by law.

Borrower agrees not to institute any legal action or proceeding against Lender or the directors, officers, employees, agents or property thereof, in any court other than the one herein above specified. Nothing in this Section shall affect the right of Lender to serve legal process in any other manner permitted by law or affect the right of Lender to bring any action or proceeding against Borrower or its property in the courts of any other jurisdictions

9. Borrower warrants to Lender that neither Borrower nor any affiliate is identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation, (a) the annex to Executive Order 13224

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issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

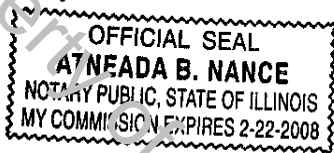
Borrower covenants to Lender that if it becomes aware that it or any affiliate is identified on any Blocked Persons List, Borrower shall immediately notify Lender in writing of such information. Borrower further agrees that in the event it or any affiliate is at any time identified on any Blocked Persons List, such event shall be an Event of Default, and shall entitle Lender to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, Lender may immediately contact the Office of Foreign Assets Control and any other government agency Lender deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Lender will forbear enforcement of its rights and remedies during such time as: (1) the person ("Person") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List, and (2) Lender determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of the Lender and encumbering, any part of the Premises (as defined in the Mortgage) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

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STATE OF ILLINOIS)
)
 COUNTY OF C O O K) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Kimberly du Buclet, Vice President of the Board of Directors of Lawndale Christian Development Corporation, an Illinois not-for-profit corporation, 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 she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said not-for-profit corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Dec. 29TH, 2005.



Atnuada B. Nance
 Notary Public

Cook County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION

PARCEL NO. 1:

LOT 305 IN DOWNING'S SUBDIVISION OF LOTS 7 TO 14, INCLUSIVE, IN J. H. KEDZIE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT STREET HERETOFORE DEDICATED) IN COOK COUNTY ILLINOIS

COMMONLY KNOWN AS: 1621 S. Avers Avenue, Chicago, Illinois
P.I.N. 16-23-303-008-0000

PARCEL NO. 2:

LOT 304 IN DOWNING'S SUBDIVISION OF LOTS 7 TO 14, INCLUSIVE, IN J. H. KEDZIE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT STREET HERETOFORE DEDICATED) IN COOK COUNTY ILLINOIS

COMMONLY KNOWN AS: 1625 S. Avers Avenue, Chicago, Illinois
P.I.N. 16-23-303-009-0000

PARCEL NO. 3:

LOT 7 IN THE SUBDIVISION OF THE WEST 5 ACRES OF THE EAST 10 ACRES OF THAT PART LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

COMMONLY KNOWN AS: 2221 S. Kenneth Avenue, Chicago, Illinois
P.I.N. 16-27-102-006-0000

PARCEL NO. 4:

LOT 8 IN THE SUBDIVISION OF THE WEST 5 ACRES OF THE EAST 10 ACRES OF THAT PART LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

COMMONLY KNOWN AS: 2223 S. Kenneth Avenue, Chicago, Illinois
P.I.N. 16-27-102-007-0000

PARCEL NO. 5:

LOT 38 IN THE SUBDIVISION OF THE WEST 5 ACRES OF THE EAST 10 ACRES OF THAT PART LYING NORTH OF THE CENTERLINE OF OGDEN AVENUE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

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COMMONLY KNOWN AS: 2345 S. Kenneth Avenue, Chicago, Illinois
P.I.N. 16-27-102-039-0000

PARCEL NO. 6:

LOT 171 AND THE NORTH 8.00 FEET OF LOT 172 IN LANSING'S ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 146.17 FEET OF LOTS 4 AND 17 AND ALL OF LOTS 5, 6, 15 AND 16 IN J. H. KEDZIE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

COMMONLY KNOWN AS: 1801 S. Lawndale Avenue, Chicago, Illinois
P.I.N. 16-23-314-001-0000

PARCEL NO. 7:

LOT 25 IN BLOCK 2 IN MOORE'S SUBDIVISION OF LOT 1 OF SUPERIOR COURT PARTITION OF THE WEST 60 ACRES NORTH OF SOUTH WESTERN PLANK ROAD OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

COMMONLY KNOWN AS: 1646 S. Springfield Avenue, Chicago, Illinois
P.I.N. 16-23-301-036-0000

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EXHIBIT B
PROMISSORY NOTE EVIDENCING A REVOLVING LINE OF CREDIT
("Revised Note")

\$800,000 _____, 2005

FOR VALUE RECEIVED the undersigned, Lawndale Christian Development Corporation, an Illinois not-for-profit corporation ("Borrower"), promises to pay to the order of The PrivateBank and Trust Company, an Illinois banking corporation (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of Eight Hundred (\$800,000) Dollars, or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

(a) On December 1, 2005, and continuing on the first day of each succeeding month to and including March 1, 2006, there shall be paid on account of this Note interest on the outstanding balance hereof for the preceding month at a rate equal to of four and three quarters (4.75%) percent per annum.

(b) On March 1, 2006 ("Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

Interest shall be calculated on the basis of a calendar year having three hundred sixty (360) days and shall be paid for the actual days outstanding.

This Note may be prepaid, without premium or penalty, in whole or in part, and all accrued interest hereon shall be payable and shall be paid on the date of prepayment.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of The PrivateBank and Trust Company, 10 North Dearborn, Chicago, Illinois 60602.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest is not paid within ten (10) days after the date the same is due, the undersigned promises to pay a late charge ("Late Charge") of five (5.0%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

This Note is executed pursuant to a Loan Modification Agreement executed concurrently herewith ("Modification"). This Note replaces that certain Promissory Note Evidencing a Revolving Line of Credit in the amount of \$800,000 ("Original Note") made by Borrower on October 22, 2004. The Original Note is secured by a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage") executed on October 22, 2004 and recorded on October 22, 2004 with the Cook County Recorder of Deeds as

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Document No. 0429615104, and a Construction Loan Agreement ("Loan Agreement") of even date therewith. Amounts outstanding pursuant to the Original Note shall be outstanding under this Note. All interest rates applicable to and charged on the Original Note and all payments made on the Original Note are unchanged. Pursuant to the Modification, the Mortgage, Loan Agreement and other security documents ("Security Documents") are modified to secure this Note.

This Note evidences a revolving line of credit loan. Borrower may obtain funds by requesting loans ("Loans") pursuant to the terms of the Loan Agreement. Borrower agrees that Bank will not be required to make Loans: (i) for less than \$500.00; (ii) which would cause the outstanding loan balance to exceed \$800,000 ("Credit Limit"); (iii) if Borrower is in default under this Note or the Loan Agreement, Mortgage or other Security Documents securing this Note; or (iv) at any time after February 28, 2006. Borrower agrees not to exceed the Credit Limit. This is a revolving line of credit in that repayments of principal will reduce the outstanding balance of the Loans, and amounts up to the Credit Limit will be available for Loan requests subject to the provisions of this Note.

At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default for five (5) days in the payment of principal or interest or fifteen (15) days in the payment of any other monies when due in accordance with the terms hereof or upon the occurrence of any "Event of Default" under the Loan Agreement, Mortgage or Security Documents.

Under the provisions of the Loan Agreement, Mortgage and Security Documents the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Loan Agreement, Mortgage and Security Documents are, by this reference, incorporated herein in their entirety and notice is given of such possibility of acceleration.

The principal hereof, including each installment of principal, shall bear interest after the occurrence of an event of default, not cured within the applicable cure period, at the annual rate (herein called the "Default Rate") determined by adding four (4.0%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

Borrower waives notice of default, presentment, notice of dishonor, protest and notice of protest.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promise to pay all costs incurred by Bank in connection therewith including, but not limited to, court costs, litigation expenses and attorneys' fees.

Payments received on account of this Note shall be applied first to the payment of any amounts due pursuant to the next preceding paragraph, second to interest and Late Charges and the balance to principal.

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Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrower, escrowees or otherwise for the benefit of Borrower shall, for all purposes, be deemed outstanding hereunder and received by Borrower as of the date of such mailing, wire transfer or other delivery, and interest shall accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by escrowees to Borrower.

Borrower knowingly, voluntarily and intentionally waives irrevocably the right it may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with this Note or any of the other obligations, or the collateral secured by the Loan Agreement, Mortgage or Security Documents, or any agreement, executed or contemplated to be executed in conjunction herewith or any course of conduct or course of dealing, in which Holder and Borrower are adverse parties. This provision is a material inducement for Holder in granting any financial accommodation to Borrower.

Borrower hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Chicago, Illinois over any action or proceeding based hereon and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such state or federal court. Borrower hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrower irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Borrower at its address as specified in the records of Holder. Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

Borrower agrees not to institute any legal action or proceeding against Holder or the directors, officers, employees, agents or property thereof, in any court other than the one hereinabove specified. Nothing in this Section shall affect the right of Holder to serve legal process in any other manner permitted by law or affect the right of Holder to bring any action or proceeding against Borrower or its property in the courts of any other jurisdictions.

Borrower warrants to Holder that neither Borrower nor any affiliate is identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Borrower covenants to Holder that if it becomes aware that it or any affiliate is identified on any Blocked Persons List, Borrower shall immediately notify Holder in writing of such information. Borrower further agrees that in the event it or any affiliate is at any time identified

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on any Blocked Persons List, such event shall be an Event of Default, and shall entitle Holder to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, Holder may immediately contact the Office of Foreign Assets Control and any other government agency the Holder deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Holder will forbear enforcement of its rights and remedies during such time as: (1) the person ("Person") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List, and (2) Holder determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of Holder and encumbering, any part of the Premises (as defined in the Mortgage) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

Time is of the essence of this Note and each provision hereof.

Lawndale Christian Development Corporation,
an Illinois not-for-profit corporation

By: Kimberly du Builet
Kimberly du Builet, Vice President of the
Board of Directors