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Cook County Recorder of Deeds
Date: 02/27/2006 11:58 AM Pg: 1 of 15

(Space Above For Recorder's Use)

**FIRST AMENDMENT TO LOAN AGREEMENT,
MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
AND CERTAIN OTHER DOCUMENTS**

NAME OF
MORTGAGOR(S):

CHICAGO TITLE LAND TRUST COMPANY, successor to Cole Taylor
Bank as Trustee under Trust Agreement dated July 24, 2000 and known as
Trust No. 00-8627 and LIONCREST TOWERS, L.L.C., an Illinois limited
liability company

NAME OF
MORTGAGEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION

COMMON ADDRESS
OF PROPERTY:

Lioncrest Towers, 3901, 3905 and 3906 Tower Drive, Richton Park, Illinois

PARCEL NUMBER(S):

31-26-301-006, 31-26-301-007, 31-26-301-008, 31-26-301-009, 31-26-
301-010, 31-26-301-011, 31-26-301-012, 31-26-301-013, 31-26-301-017

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Loan No. 101260

FIRST AMENDMENT TO LOAN AGREEMENT, MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND CERTAIN OTHER DOCUMENTS

THIS FIRST AMENDMENT TO LOAN AGREEMENT, MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND CERTAIN OTHER DOCUMENTS (this "First Amendment") is made and entered into as of this 23 day of February, 2006 by and among CHICAGO TITLE LAND TRUST COMPANY, successor to Cole Taylor Bank as Trustee under Trust Agreement dated July 24, 2000 and known as Trust No. 00-8627 ("Trustee"), and LIONCREST TOWERS, L.L.C., an Illinois limited liability company ("Beneficiary", and collectively with Trustee, "Mortgagor" or "Borrower"), IVAN DJURIN, an Illinois resident ("Guarantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee" or "Lender").

RECITALS

A. Borrower and Lender have entered into a Loan Agreement dated as of October 29, 2004 (the "Loan Agreement"), pursuant to which Lender has made a loan (the "Loan") to Borrower in the aggregate principal amount of SIXTEEN MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$16,800,000.00), subject to the terms and conditions and for the purposes set forth in the Loan Agreement. Defined terms used in this First Amendment shall have the meanings attributed to them in the Loan Agreement, unless expressly provided otherwise in this First Amendment.

B. As evidence of the Loan, Borrower executed and delivered to Lender that certain Promissory Note Secured by Mortgage (the "Note") of even date with the Loan Agreement in the aggregate principal amount of the Loan.

C. The Loan and the Note are secured by, among other documents, (i) a Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date with the Loan Agreement and recorded as Document No. 0430744007 on November 2, 2004 with the Cook County, Illinois Recorder of Deeds (the "Mortgage") for the benefit of Lender encumbering Borrower's fee simple estate, right and interest in the Property (as described on Exhibit A hereto) and the improvements located thereon as more fully described in the Mortgage, (ii) a Repayment Guaranty of even date with the Loan Agreement executed by the Guarantor in favor of Lender (the "Repayment Guaranty"), (iii) a Hazardous Materials Indemnity Agreement of even date with the Loan Agreement executed by Guarantor in favor of Lender (the "Hazardous Materials Indemnity"), (iv) a Collateral Assignment of Maintenance, Management and Other Service Documents of even date with the Loan Agreement executed by Borrower in favor of Lender (the "Assignment of Maintenance Agreements"), (v) a Collateral Assignment of Beneficial Interest of even date with the Loan Agreement executed by Borrower in favor of Lender (the "Assignment of Beneficial Interest"), as well as other security instruments described in the Loan Agreement.

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Loan No. 101260

D. Pursuant to the terms of the Loan Agreement, Lender has agreed to increase the maximum aggregate amount of the Loan available to Borrower under the Loan Agreement subject to, among other things, Guarantor reaffirming its obligations under the Repayment Guaranty, the Hazardous Materials Indemnity and any other document executed in connection therewith to which he is a party.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the above RECITALS, which are hereby incorporated into this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Guarantor and Lender hereby agree as follows:

1. **Loan Increase.** The amount of the Loan under the Loan Agreement shall be increased from SIXTEEN MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$16,800,000.00) to TWENTY MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$20,200,000.00). All references to the "Loan" contained in the Repayment Guaranty, the Hazardous Materials Indemnity or any of the Loan Documents, from and after the date hereof, shall be deemed to mean the loan in the principal amount of TWENTY MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$20,200,000.00).

2. **Amendment of the Loan Agreement.** The Loan Agreement is hereby amended as follows:

(a) **Fees.** Section 1.2 of the Loan Agreement is hereby amended by adding the following sentence at the end of such section:

Borrower shall pay to Lender, at the closing of that certain First Amendment to Loan Agreement, Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing and Certain Other Documents dated February 23, 2006, a non-refundable loan fee in the amount of FIFTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$50,500.00).

(b) **Extension of Maturity Date.** Section 1.4 of the Loan Agreement is hereby amended by deleting the reference contained therein to "October 28, 2006" and substituting it with "February 23, 2008".

(c) **Extension of Option to Extend.** Section 1.6 of the Loan Agreement is hereby amended by deleting the reference contained therein to "October 28, 2007" and substituting it with "February 23, 2009".

(d) **Amendment to Exhibit B.** The list of documents in Exhibit B to the Loan Agreement is hereby deleted in its entirety and replaced with the list of documents in Exhibit B attached hereto. From and after the date hereof, all references to the Loan Documents in the Loan Agreement and any other document executed in connection

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Loan No. 101260

therewith shall refer to the documents designated as "Loan Documents" in Exhibit B attached hereto.

3. **Amendment of the Mortgage.** Section 2.1 of the Mortgage is hereby amended by (1) deleting the reference contained therein to "SIXTEEN MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$16,800,000)" and substituting it with "TWENTY MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$20,200,000.00)" and (2) deleting the reference contained therein to "October 28, 2006" and substituting it with "February 23, 2008 or such later date as extended by Lender pursuant to the terms of the Loan Agreement".

4. **Amendment of Note.** The Note shall be replaced by that certain Amended and Restated Promissory Note Secured by Mortgage of even date herewith (the "**Amended and Restated Note**"). All references to the Note in the Repayment Guaranty, Hazardous Materials Indemnity or any of the Loan Documents shall be deemed to be to the Amended and Restated Note.

5. **Security Interest Grant.** Borrower hereby reconfirms and ratifies all security interests for the Loan that it has previously granted to Lender under the Note, the Mortgage, the Assignment of Maintenance Agreements and the Assignment of Beneficial Interest, as well as under any of the other applicable Loan Documents.

6. **Reaffirmation by Guarantor.** Guarantor hereby reconfirms and reaffirms all of its obligations under the Repayment Guaranty and the Hazardous Materials Indemnity, and any other document executed in connection therewith to which it is a party. Guarantor affirms that this First Amendment shall in no manner affect its obligations under the Repayment Guaranty, the Hazardous Materials Indemnity, or any other document executed in connection therewith to which he is a party.

7. **Conditions Precedent to Effectiveness of First Amendment.** The effectiveness of this First Amendment shall be subject to satisfaction of each of the following conditions precedent:

(a) Lender shall have received fully executed originals of this First Amendment and the Amended and Restated Note.

(b) There shall exist no Default under the Repayment Guaranty, Hazardous Materials Indemnity, the Loan Agreement or any of the other Loan Documents or any event, omission or failure of condition which would constitute a Default after notice or lapse of time, or both.

(c) Borrower shall have furnished (or shall have caused to be furnished) to Lender the following, all in form and substance satisfactory to Lender in its sole discretion:

(1) an endorsement to the existing title policy issued by Chicago Title Insurance Company (the "**Title Company**"), insuring the Property for the full

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Loan No. 101260

amount of the Loan (as increased pursuant to this First Amendment), in substantially the form required by Section 3.1 of the Loan Agreement;

(2) evidence of insurance with respect to the Property;

(3) one or more opinions of counsel to Borrower regarding the transactions contemplated hereby, in substantially the form required by Subsection 2.1(c)(5) of the Loan Agreement;

(4) evidence (including certified resolutions and incumbency certificates) that the individuals executing this First Amendment and the Amended and Restated Note on behalf of Borrower have been duly authorized by all appropriate action to execute and deliver this First Amendment and the Amended and Restated Note on behalf of Borrower;

(5) A copy of (i) Beneficiary's articles of organization, certified by the Secretary of State of the State of Illinois; (ii) Beneficiary's operating agreement, certified by an authorized officer of Beneficiary; (iii) a current certificate of existence for Beneficiary from the Secretary of State of the State of Illinois; and (iv) a certified copy of the Trust Agreement between Trustee and Beneficiary;

(6) Current searches of all Uniform Commercial Code financing statements filed with the appropriate governmental offices in the State of Illinois against Borrower, as debtor, showing that no Uniform Commercial Code financing statements are filed or recorded against Borrower in which the collateral is described as personal property or fixtures located on the Property or Improvements or used in connection with the Property or Improvements, except for those financing statements in favor of Lender;

(7) Judgment, pending suits, bankruptcy and state and federal tax lien search reports on Borrower;

(8) An appraisal of the Property and Improvements certified to Lender, prepared by an independent, licensed, MAI appraiser selected and engaged by Lender and employing methodology and assumptions satisfactory to Lender;

(9) Such other approvals, opinions, documents or materials as the Lender may reasonably request.

8. **References to Documents.** From and after the date hereof, all references to the Repayment Guaranty, Hazardous Materials Indemnity, Mortgage, the Loan Agreement, or any of the other Loan Documents contained in any such documents or any other document executed in connection therewith shall be deemed to mean such documents as amended by this First Amendment.

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Loan No. 101260

9. **Expenses.** Borrower shall reimburse Lender (or pay directly) all out-of-pocket legal expenses and fees (whether such attorneys are employees of the Lender or separately engaged by the Lender) and all other costs incurred by the Lender in connection with the negotiation, documentation and closing of the transaction contemplated by this First Amendment. All such expenses shall be paid promptly upon demand.

10. **Reaffirmation of Representations and Warranties.** Borrower (and Guarantor, to the extent applicable) hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Repayment Guaranty, Hazardous Materials Indemnity, Loan Agreement, Note, Mortgage or any of the other Loan Documents.

11. **Reaffirmation of Covenants.** Borrower (and Guarantor, to the extent applicable) hereby reaffirms and agrees to perform each and every covenant, condition, obligation and provision set forth in the Repayment Guaranty, Hazardous Materials Indemnity, Loan Agreement, Note, Mortgage, and any of the other Loan Documents, as modified hereby.

12. **Effectiveness of Loan Documents.** Except as provided in this First Amendment and such other documents as Lender may reasonably require with respect to this First Amendment, the provisions of the Repayment Guaranty, Hazardous Materials Indemnity, Loan Agreement, Note, Mortgage, and any of the other Loan Documents shall remain in full force and effect. In the event of a conflict between the provisions of the Repayment Guaranty, Hazardous Materials Indemnity or any of the Loan Documents and this First Amendment, the provisions of this First Amendment shall prevail.

13. **Counterparts.** This First Amendment may be executed in any number of counterparts each of which shall be deemed to be an original, but all of which when taken together shall constitute one agreement.

[signature page follows; remainder of this page intentionally left blank]

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility shall at any time be asserted or enforceable against the undersigned and Trustee, the execution of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, Borrower, Lender and Guarantor have executed this First Amendment as of the date first above written.

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: [Signature]
Name: H. Paul Sari
Title: VICE PRESIDENT

BORROWER:

CHICAGO TITLE LAND TRUST COMPANY,
successor to COLE TAYLOR BANK as Trustee under
Trust Agreement dated July 24, 2000 and known as Trust
No. 00-1627

By: _____
Name: _____
Title: _____

LIONCREST TOWERS L.L.C.,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

GUARANTOR:

Ivan Djurin

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IN WITNESS WHEREOF, Borrower, Lender and Guarantor have executed this First Amendment as of the date first above written.

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Title: _____

BORROWER:

CHICAGO TITLE LAND TRUST COMPANY,
successor to COLE TAYLOR BANK as Trustee under
Trust Agreement dated July 24, 2000 and known as Trust
No. 00-8627 and not personally

By: Nancy A Carlin
Name: Nancy A Carlin
Title: Trust Officer

LIONCREST TOWERS L.L.C.,
an Illinois limited liability company

By: Ivan Djurin
Name: IVAN DJURIN
Title: MANAGER

GUARANTOR

Ivan Djurin

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STATE OF ILLINOIS)
COUNTY OF Cook) SS.

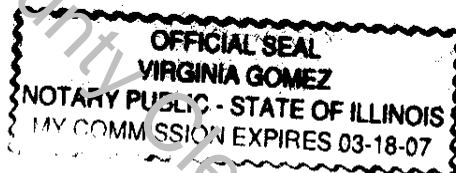
I, Virginia Gomez, a Notary Public, do hereby certify that
Paul Sori, personally known to me to be the
Vice Pres. Int of WELLS FARGO BANK, NATIONAL ASSOCIATION,
and personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that (s)he
signed and delivered the said instrument as V.P. of said Wells Fargo
Bank, National Association, pursuant to authority, as a free and voluntary act, and as the
free and voluntary act and deed of Wells Fargo Bank, National Association for the uses
and purposes therein set forth.

Given under my hand and notarial seal, this 23 day of February, 2006.

Virginia Gomez
Notary Public

My Commission Expires:

3/18/07



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STATE OF ILLINOIS)
) SS.
 COUNTY OF Cook)

I, the undersigned, a Notary Public, do hereby certify that
Nancy A Carlin, personally known to me to be the
Trust Officer of CHICAGO TITLE LAND TRUST COMPANY,
 successor to Cole Taylor Bank, as Trustee under Trust Agreement dated July 24, 2000
 and known as Trust No. 00-8627, 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 acknowledged that (s)he signed and delivered the said instrument as
Trust Officer of said trust company as Trustee pursuant to authority, as a free
 and voluntary act, and as the free and voluntary act and deed of said trust company as
 Trustee for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23 day of February, 2006.



Patricia L. Alvarez
 Notary Public

My Commission Expires:

10/29/08

County Clerk's Office

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STATE OF ILLINOIS)
) SS.
 COUNTY OF Cook)

I, Andrew T. Serafin, a Notary Public, do hereby certify that
Ivan Djuric, personally known to me to be the
Manager of LIONCREST TOWERS, L.L.C., an Illinois limited
 liability company, 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
 acknowledged that (s)he signed and delivered the said instrument as
Manager of said limited liability company pursuant to authority, as a free
 and voluntary act, and as the free and voluntary act and deed of said limited liability
 company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of February, 2006.

Andrew T. Serafin
 Notary Public

My Commission Expires:

04-01-06

NOTARY PUBLIC
 ANDREW T. SERAFIN
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 04/01/2006

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
 COUNTY OF Cook)

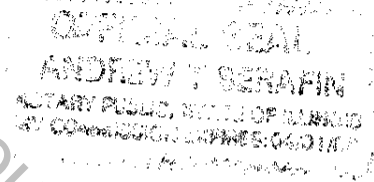
I, Andrew T. Serafin, a Notary Public, do hereby certify that IVAN DJURIN, personally known to me to be such person, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 13th day of February, 2006.

Andrew T. Serafin
 Notary Public

My Commission Expires:

04-01-06



Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

All the certain real property located in the County of Cook, State of Illinois, described as follows:

Parcel Identification Number(s) for the Property: 31-26-301-006, 31-26-301-007, 31-26-301-008, 31-26-301-009, 31-26-301-010, 31-26-301-011, 31-26-301-012, 31-26-301-013, 31-26-301-017

LOT 1 OF THE PLAT OF COUNTY CLERK'S SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE LAND CONVEYED TO THE ILLINOIS CENTRAL RAILROAD COMPANY, BY WARRANTY DEED RECORDED JULY 7, 1922, AS DOCUMENT NUMBER 7566205 (EXCEPT THAT PART OF LOT 1 IN THE AFORESAID SUBDIVISION LYING SOUTH OF THE NORTH LINE OF SAID LOT 3 IN SAID COUNTY CLERK'S DIVISION AND THE EASTERLY PROLONGATION THEREOF) AND ALSO (EXCEPT THAT PART OF SAID LOT 1 LYING NORTH OF THE NORTH LINE OF THE SOUTH 1206.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26.)

ALSO:

THE SOUTH 100.00 FEET OF LOT 2, TOGETHER WITH LOTS 5 TO 9 (BOTH INCLUSIVE) IN SAID COUNTY CLERK'S DIVISION;

ALSO:

ALL OF THE 20.00 FOOT WIDE HERETOFORE VACATED ALLEY AS RECORDED BY DOCUMENT NUMBER 21403877 (EXCEPTING THEREFROM THAT PART OF THE EAST HALF LYING WEST OF AND ADJOINING LOT 4 IN SAID COUNTY CLERK'S DIVISION.)

ALL IN COOK COUNTY, ILLINOIS.

Property Address: 3901, 3905 and 3906 Tower Drive, Richton Park, Illinois

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EXHIBIT B

DOCUMENTS

- (1) LOAN DOCUMENTS. The documents listed below, numbered 1.1 through 1.9, inclusive, and amendments, modifications and supplements thereto which have received the prior written consent of Lender, together with any documents executed in the future that are approved by Lender and that recite that they are "Loan Documents" for purposes of this Agreement are collectively referred to herein as the "Loan Documents".
 - 1.1 The Loan Agreement dated October 29, 2004 (as amended by that certain First Amendment to Loan Agreement, Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing and Certain Other Documents dated February ~~23~~ 2006 (the "**First Amendment**")) made by Borrower and Lender.
 - 1.2 The First Amendment;
 - 1.3 The Amended and Restated Promissory Note Secured by Mortgage dated February ~~23~~ 2006 in the original principal amount of \$20,200,000 made by Borrower payable to the order of Lender.
 - 1.4 The Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated October 29, 2004 (as amended by the First Amendment) made by Borrower, as Mortgagor, in favor of Lender.
 - 1.5 Uniform Commercial Code – National Financing Statement – form UCC-1 (for Secretary of State and Cook County filings), as amended.
 - 1.6 Collateral Assignment of Maintenance, Management and Other Service Documents dated October 29, 2004 (as amended by the First Amendment), executed by and among Borrower, Property Manager and Lender, including the consent of Property Manager.
 - 1.7 Certificate of Manager dated October 29, 2004 executed by the Manager of Borrower.
 - 1.8 Certificate of Manager dated February ~~23~~ 2006 executed by the Manager of Borrower.
 - 1.9 Collateral Assignment of Beneficial Interest executed October 29, 2004 by Beneficiary in favor of Lender.

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(2) OTHER RELATED DOCUMENTS (WHICH ARE NOT LOAN DOCUMENTS)

- 2.1 Opinion of Borrower's Legal Counsel dated October 29, 2004, executed by Richard Gayle on behalf of Robbins, Salomon & Patt Ltd.
- 2.2 Escrow Instructions dated October 29, 2004, executed by and among Borrower, Title Company and Lender.
- 2.3 Unsecured Hazardous Materials Indemnity Agreement dated October 29, 2004 (as amended by the First Amendment) executed by and between Borrower and Guarantor, collectively as Indemnitor, and Lender.
- 2.4 Repayment Guaranty dated October 29, 2004 by Guarantor in favor of Lender.
- 2.5 Opinion of Borrower's Legal Counsel dated February 23, 2006, executed by Richard A. Gale on behalf of Robbins, Salomon & Patt Ltd.
- 2.6 Escrow Instructions dated February 23, 2006, executed by and among Borrower, Title Company and Lender.