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0629110143

This instrument prepared by
and please return to:
Kimberly K. Enders, Esq.
Polsinelli Shalton Welte Suelthaus PC
180 N. Stetson Ave., Suite 4525
Chicago, Illinois 60601-6710

Doc#: 0629110143 Fee: \$68.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/18/2006 02:29 PM Pg: 1 of 23

Raintree Parcel:

P.I.N.: 06-23-321-254.
COMMONLY KNOWN AS: Unit 170-2H in Raintree Court, Glen Ellyn, Illinois

3410 Parcels:

P.I.N.: See Exhibit A attached hereto.
COMMONLY KNOWN AS: Units Comm 1, Comm 2, 17AB, 17D, 17E, 17F and 17G at
3410 N. Lake Shore Drive, Chicago, Illinois

Mt. Vernon Parcel:

P.I.N.: 06-36-351-005; 06-36-352-001; 06-36-352-002; 06-36-352-
003; 06-36-353-004; 06-36-353-005; 06-36-353-006
COMMONLY KNOWN AS: 55 acres of vacant land in Mt. Vernon, Illinois

LOAN MODIFICATION AGREEMENT

This instrument is a Loan Modification Agreement ("Modification") among The PrivateBank and Trust Company, an Illinois banking corporation ("Lender"), Ganesan R. Visvabharathy, also known as Ganesan Vish, and Suriya V. Sastri, jointly and severally (collectively "Borrowers") and Suriya V. Sastri ("Children's Trustee") as Trustee of the Visvabharathy Children Minor's Trust dated December 15, 1993 ("Children's Trust"), and as Trustee ("Sastri Trustee") of the Suriya Sastri Trust

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Agreement dated August 1, 1996 ("Sastri Trust"), Chicago Title Land Trust Company ("Land Trustee") as Trustee under Trust Agreement dated June 22, 2005 and known as its Trust No. 1114508 ("Land Trust") and Mt. Vernon Limited Partnership, an Illinois limited partnership ("Mt. Vernon L.P.") (Children's Trustee, Sastri Trustee, Land Trustee and Mt. Vernon L.P. are all collectively referred to as "Mortgagors").

RECITALS:

- A. Children's Trustee holds fee simple title to certain real estate commonly known as Unit 470-2H in Raintree Court, Glen Ellyn, Illinois ("Raintree Parcel").
- B. Sastri Trustee and Children's Trustee hold fee simple title to Units 17AB, 17D, 17E, 17F and 17G at 3410 N. Lake Shore Drive, Chicago, Illinois ("3410 Parcels").
- C. Land Trustee holds fee simple title to 55 acres of vacant land in Mt. Vernon, Illinois ("Mt. Vernon Parcel"). Mt. Vernon L.P. is the beneficiary of the Land Trust.
- D. The Raintree Parcel, 3410 Parcels and Mt. Vernon Parcel are collectively referred to herein as the "Real Estate" and are legally described on Exhibit A attached hereto.
- E. On June 30, 2005, Lender, Borrowers and Mortgagors entered into a Loan Agreement ("Loan Agreement") pursuant to which Borrowers executed and delivered to Lender a Promissory Note in the amount of \$2,306,000.00 ("Note") which evidenced a loan in the amount of \$2,306,000.00 ("Loan"). To secure the obligations of the Loan Agreement and the Note and other indebtedness, Borrowers and Mortgagors 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 No. 1") executed by Children's Trustee and covering the Raintree Parcel

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and other property, which Mortgage was recorded with the DuPage County Recorder of Deeds on July 22, 2005 as Document No. R2005-157683;

2. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Mortgage No. 2") executed by Sastri Trustee and Children's Trustee and covering the 3410 Parcels and other property, which Mortgage was recorded with the Cook County Recorder of Deeds on July 25, 2005 as Document No. 0520633078;

3. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Mortgage No. 3") executed by Land Trustee and Mt. Vernon L.P. covering the Mt. Vernon Parcel and other property, which Mortgage was recorded with the Jefferson County Recorder of Deeds on July 7, 2005 as Document No. EN2005-04904;

4. an Environmental, ADA and ERISA Indemnification Agreement executed by Borrowers and Mortgagors;

5. UCC Financing Statements authorized by Mortgagors;

6. a Collateral Assignment of Beneficial interest of the Land Trust; and

7. an Assignment of Life Insurance Policy.

F. Certain units originally covered by Mortgage No. 1 have been sold and Mortgage No. 1 has been released from these Units. The Loan has been partially repaid and there is presently principal in the amount of \$1,785,107.15 outstanding.

G. Borrowers have requested Lender to extend the Maturity Date for payment of the Loan from July 1, 2006 to July 1, 2007 and to revise the interest rate and principal payment amounts applicable to the Loan. Lender is agreeable to these requests 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 modified and amended in its entirety by the revised Promissory Note ("Revised Note") in the amount of \$1,785,107.15.

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) a title insurance policy or endorsement to its 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;

(b) updated certificates of insurance as required by the Mortgage; and

(c) payment of Lender's expenses as set forth in Section 7 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 as hereby revised or the Loan Agreement ("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 Mortgage No. 1, Mortgage No. 2, Mortgage No. 3, or the covenants, conditions and agreements thereon contained or contained in the Note or the 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.

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5. Borrowers hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

6. Borrowers hereby agree to pay Lender's fee in the amount of \$4,463.00 plus Lender's expenses arising out of and in connection with this Modification including, but not limited to, attorneys' fees, title insurance premiums and filing fees.

7. BORROWERS AND MORTGAGORS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH LOAN DOCUMENTS OR ANY OF THE DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH LENDER AND BORROWERS AND MORTGAGORS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWERS OR MORTGAGORS, OR ANY OF THEM.

8. BORROWERS AND MORTGAGORS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON AND BORROWERS AND MORTGAGORS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWERS AND MORTGAGORS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO,

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THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWERS AND MORTGAGORS IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO BORROWERS OR MORTGAGORS AT THEIR ADDRESSES AS SPECIFIED IN THE RECORDS OF LENDER. BORROWERS AND MORTGAGORS AGREE 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.

BORROWERS AND MORTGAGORS AGREE 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 HEREINABOVE 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 BORROWERS OR MORTGAGORS OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

9. Borrowers and Mortgagors warrant to Lender that neither Borrowers nor Mortgagors nor any affiliate are identified in any list of known or suspected terrorists published by any 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

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List published by the Office of Foreign Assets Control.

Borrowers and Mortgagors covenant to Lender that if they become aware that they or any affiliate are identified on any Blocked Persons List, Borrowers and Mortgagors shall immediately notify the Lender in writing of such information. Borrowers and Mortgagors further agree that in the event they or any affiliate are 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, the 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 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.

10. This Modification is executed by Chicago Title Land Trust Company, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in them as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this Modification, or to perform any covenant,

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undertaking, representation or agreement, either express or implied, contained in this Modification, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this Modification.

Signature page follows

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Modification as of

July 1, 2006.

LENDER:

The PrivateBank and Trust Company, an Illinois banking corporation

By: [Signature]
Its MANAGING DIRECTOR

BORROWERS:

[Signature]
Ganesan R. Visvabharathy

[Signature]
Suriya V. Sastri

MORTGAGORS:

[Signature]
Suriya V. Sastri as Trustee of the Visvabharathy Children Minor's Trust dated December 15, 1993

[Signature]
Suriya Sastri, as Trustee under Trust Agreement dated August 1, 1996 and known as the Suriya Sastri Amended and Restated Declaration of Trust

Chicago Title Land Trust Company, as Trustee under Trust No. 1114508 and dated June 22, 2005

By: [Signature]
Its TRUST OFFICER

Mt. Vernon Limited Partnership, an Illinois limited partnership

By: [Signature]
Suriya Sastri, its general partner

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IN WITNESS WHEREOF, the parties hereto have executed this Modification as of

July 1, 2006.


LENDER:

The PrivateBank and Trust Company, an Illinois banking corporation

By: _____

Its _____

BORROWERS:



Ganesan R. Visvabharathy

Suriya V. Sastri

MORTGAGORS:

Suriya V. Sastri as Trustee of the Visvabharathy Children Minor's Trust dated December 15, 1993

Suriya Sastri, as Trustee under Trust Agreement dated August 1, 1996 and known as the Suriya Sastri Amended and Restated Declaration of Trust

Chicago Title Land Trust Company, as Trustee under Trust No. 1114508 and dated June 22, 2005

By: _____
Its _____

Mt. Vernon Limited Partnership, an Illinois limited partnership

By: _____
Suriya Sastri, its general partner

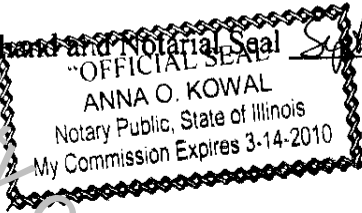
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STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that James Wagner, Managing Director of The PrivateBank and Trust Company, 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 his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Sept 27, 2006.

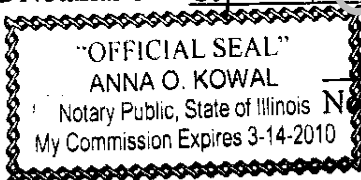


Anna O. Kowal
Notary Public

STATE OF ILLINOIS)
)
) SS
COUNTY OF Cook)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Ganesan R. Visvabharathy, 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 Sept 27, 2006.

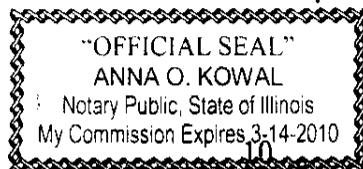


Anna O. Kowal
Notary Public

STATE OF ILLINOIS)
)
) SS
COUNTY OF Cook)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Suriya V. Sastri, 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 she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Sept 27, 2006.



Anna O. Kowal
Notary Public

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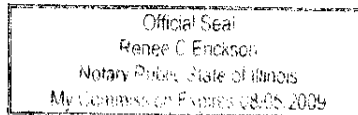
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Suriya V. Sastri, as Trustee of the Visvabharathy Children Minor's Trust dated December 15, 1993, 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 she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 9/27, 2006.

Renee C. Erickson
Notary Public

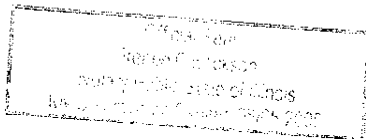
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS



The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Suriya V. Sastri, as Trustee under Trust Agreement dated August 1, 1996 and known as the Suriya Sastri Amended and Restated Declaration of Trust, 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 she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 9/27, 2006.

Renee C. Erickson
Notary Public

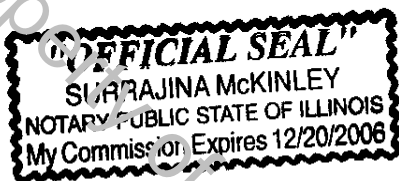


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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that **GLENN J. RICHTER** ~~TRUST OFFICER~~ ~~President~~ of Chicago Title Land Trust Company, as Trustee as aforesaid, 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal SEPTEMBER 28, 2006.

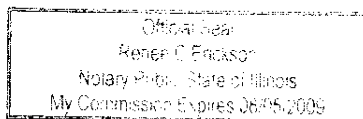


Surrajina McKinley
Notary Public

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Suriya Sastri, general partner of Mt. Vernon Limited Partnership, an Illinois limited partnership, 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 she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 9 / 27, 2006.



Renee C. Erickson
Notary Public

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****RAINTREE PARCEL:****PARCEL 1:**

UNIT NUMBER 470-2H IN RAIN TREE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 1 AND 2 IN RAIN TREE APARTMENT ASSESSMENT PLAT OF LOTS 2 AND 3 IN RAIN TREE APARTMENT SUBDIVISION, IN SECTIONS 23 AND 26, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RAIN TREE APARTMENT ASSESSMENT PLAT RECORDED MAY 23, 1972 AS DOCUMENT R72-27317, IN DUPAGE COUNTY, ILLINOIS, AND LOTS 1 AND 5 IN RAIN TREE APARTMENT SUBDIVISION, A SUBDIVISION IN SECTIONS 23 AND 26, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 26, 1969 A DOCUMENT R69-8068, IN DUPAGE COUNTY;

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION MADE BY RAIN TREE PARTNERS LIMITED, AN ILLINOIS LIMITED PARTNERSHIP, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF DUPAGE COUNTY, ILLINOIS, AS DOCUMENT R79-99449, AMENDED AND RESTATED BY DOCUMENT NUMBER R2000-112674 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES P17-450, P43-450, P45-450, P47-450, P48-450, AND P47-470, LIMITED COMMON ELEMENTS ASSIGNED TO UNIT NUMBER 470-2H, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER R79-99449, AS AMENDED AND RESTATED BY DOCUMENT RECORDED AS DOCUMENT NUMBER R2000-112674.

COMMONLY KNOWN AS: UNIT 470-2H IN RAIN TREE COURT, GLEN ELLYN, ILLINOIS
P.I.N.: 05-23-321-254

3410 PARCELS:**TRACT 1:**

UNITS COMM1 AND COMM2 IN THE 3410 LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

LOT 3 IN OWNERS DIVISION OF THAT PART OF LOT 26 (EXCEPT THE WESTERLY 200 FEET THEREOF) LYING WESTERLY OF SHERIDAN ROAD IN THE SUBDIVISION OF BLOCK 16 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37, ALL INCLUSIVE, IN PINE GROVE BEING A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO,

PARCEL 2:

LOTS 18, 19, 20 AND 21 (EXCEPT THE SOUTH 100 FEET OF SAID LOTS) IN JONES SUBDIVISION OF LOT 22 IN PINE GROVE A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 04017101, AND AS BY AN ENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED NOVEMBER 21, 1995 AS DOCUMENT 95807348; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

TRACT 2A:

UNITS 17A, 17B, 17D, 17E, 17F AND 17-G IN THE 3710 LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

LOT 3 IN OWNERS DIVISION OF THAT PART OF LOT 26 (EXCEPT THE WESTERLY 200 FEET THEREOF) LYING WESTERLY OF SHERIDAN ROAD IN THE SUBDIVISION OF BLOCK 16 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37, ALL INCLUSIVE, IN PINE GROVE BEING A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO,

PARCEL 2:

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 18, 19, 20 AND 21 (EXCEPT THE SOUTH 100 FEET OF SAID LOTS) IN JONES SUBDIVISION OF LOT 22 IN PINE GROVE A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 04017101, AND AS BY AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED NOVEMBER 21, 1995 AS DOCUMENT 95807348; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

TRACT 2B:

THE EXCLUSIVE RIGHT TO THE USE OF P-1, P-89, P-90 AND P-91, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 04017101.

KNOWN AS: Units Comm 1, Comm 2, 17AB, 17D, 17E, 17F and 17G at 3410 N. Lake Shore Drive, Chicago, Illinois

P.I.N.:

Mt. Vernon Parcel

TRACT NO. 1:

A part of the Southwest Quarter of Section 36, Township 2 South, Range 2 East of the Third Principal Meridian, Jefferson County, Illinois, being more particularly described as follows: Commencing at a brass marker in concrete at the Southwest corner of said section 36; thence North 00 degrees 31 minutes 33 seconds East along the West line of said Section 36, a distance of 1282.22 feet to a point; thence South 89 degrees 04 minutes 21 seconds East a distance of 294.97 feet to the point of beginning; thence continuing South 89 degrees 04 minutes 21 seconds East, a distance of 995.96 feet to an iron pin; thence North 00 degrees 16 minutes 45 seconds East a distance of 134.84 feet to an iron pin; thence South 89 degrees 35 minutes 54 seconds East, a distance of 432.61 feet to an iron pin; thence South 00 degrees 36 minutes 45 seconds East, a distance of 800.0 feet to an iron pin; thence South 89 degrees 34 minutes 38 seconds East, a distance of 841.70 feet to an iron pin the West right-of-way line of 34th Street; thence South 00 degrees 36 minutes 34 seconds East along the West right-of-way line of 34th Street, a distance of 575.11 feet to a point; thence South 45 degrees 13 minutes 42 seconds West, a distance of 34.83 feet to a point on the North right-of-way line of Veteran's Memorial Drive; thence North 88 degrees 56 minutes 01 seconds West along the North right-of-way line of Veteran's Memorial Drive, a distance of 371.05 feet to a point; thence North 01 degrees 03 minutes 59 seconds East, a distance of 10.0 feet; thence North 88 degrees 56 minutes 01 seconds West, a distance of 45.0 feet; thence South 01 degrees 03 minutes 59 seconds West, a distance of 10.0 feet; thence North 88 degrees 56 minutes 01 seconds West continuing along the North right-of-way line of Veteran's Memorial Drive, a distance of 337.85 feet to an iron pin; thence North 01 degrees 03 minutes 59 seconds East, a distance of 466.69 feet to an iron pin; thence North 88 degrees 56 minutes 01 seconds West parallel with the North right-of-way line of Veteran's Memorial Drive, a distance of 466.69 feet to an iron pin, thence South 01 degrees 03 minutes 59 seconds West, a distance of 466.69 feet to an iron pin on the North right of way line of Veteran's Memorial

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EXHIBIT A

LEGAL DESCRIPTION

Drive; thence North 88 degrees 56 minutes 01 seconds West along the North right of way line of Veteran's Memorial Drive, a distance of 91.46 feet; thence North 01 degrees 03 minutes 59 seconds East, a distance 5.0 feet, thence North 88 degrees 56 minutes 01 seconds West, a distance of 50.00 feet, thence South 01 degrees 03 minutes 59 seconds West, a distance of 5.0 feet, thence North 88 degrees 56 minutes 01 seconds East along the North right-of-way line of Veteran's Memorial Drive, a distance of 1055.17 feet to an iron pin; thence North 00 degrees 44 minutes 24 seconds East parallel with the East right of way line of Veteran's Memorial Drive, a distance of 609.25 feet to an iron pin; thence South 89 degrees 35 minutes 55 seconds East a distance of 140.0 feet to an iron pin; thence North 00 degrees 44 minutes 24 seconds East parallel with the East right of way line of Veteran's Memorial Drive, a distance of 331.50 feet to an iron pin at the point of beginning, situated in JEFFERSON COUNTY, ILLINOIS,

TRACT NO. 2:

Lots 1, 2, 5, 6, 7, and 8 in Parkway Pointe Subdivision filed January 27, 1993 in cabinet 4, Drawer 8, Instrument No. 3821 and filed May 3, 1993 in Cabinet 4, Drawer 9, instrument No. 1875 of the records of Jefferson County, Illinois.

TRACT NO. 3:

A part of the Southwest Quarter of Section 36, Township 2 South, Range 2 East of the Third principal Meridian, Jefferson County, Illinois, being more particularly described as follows: Commencing at a brass marker in concrete at the Southwest corner of said Section 36; thence South 89 degrees 19 minutes 44 seconds East along the South line of said Section 36, a distance of 1346.64 feet to a point; thence North 01 degrees 03 minutes 59 seconds East, a distance of 25.80 feet to the point of beginning on the North right of way line of Veteran's Memorial Drive; thence continuing North 01 degrees 03 minutes 59 seconds East, a distance of 466.69 feet to a point; thence South 38 degrees 56 minutes 01 seconds East parallel with the North right of way line of Veteran's Memorial Drive, a distance of 466.69 feet to a point; thence South 01 degrees 03 minutes 59 seconds West, a distance of 466.69 feet to a point on the North right of way line of Veteran's Memorial Drive; thence North 88 degrees 56 minutes 01 seconds West along the North right of way line of Veteran's Memorial Drive, a distance of 466.69 feet to the point of beginning,

EXCEPT THE FOLLOWING TRACT:

A part of the Southwest Quarter of Section 36, Township 2 South, Range 2 East of the Third Principal Meridian, Jefferson County, Illinois, being more particularly described as follows: Commencing at a brass marker in concrete at the Southwest corner of said Section 36, thence South 89 degrees 19 minutes 44 seconds East along the South line of said Section 36, a distance of 1906.83 feet to a point; thence North 00 degrees 36 minutes 34 seconds East a distance of 21.94 feet to an iron pin on the North right-of-way line of Veterans Memorial Drive, being the point of beginning; thence continuing North 00 degrees 36 minutes 34 seconds West parallel with the West right-of-way line of 34th Street, a distance of 592.40 feet to an iron pin; thence South 89 degrees 34 minutes 38 seconds East, a distance of 685.86 feet to an iron pin on the West right-of-way line of 34th Street; thence South 00 degrees 36 minutes 34 seconds East along the West right of way of 34th Street, a distance of 575.11 feet to an iron pin; thence South 45 degrees 13 minutes 42 seconds West, a distance of 34.83 feet to an iron pin on the North right-of-way line of Veterans Memorial Drive; thence north 88 degrees 56 minutes 01 seconds West along the North right-of-way line of Veteran's Memorial Drive, a

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EXHIBIT A

LEGAL DESCRIPTION

distance of 371.05 feet to an iron pin; thence North 01 degrees 03 minutes 59 seconds East, a distance of 10.0 feet to an iron pin, thence North 88 degrees 56 minutes 01 seconds West, a distance of 45.0 feet to an iron pin, thence South 01 degrees 03 minutes 59 seconds West, a distance of 10.0 feet to an iron pin; thence North 88 degrees 56 minutes 01 seconds West continuing along the North right-of-way line of Veterans Memorial Drive, a distance of 245.04 feet to the point of beginning,

SITUATED IN JEFFERSON COUNTY, ILLINOIS,

COMMONLY KNOWN AS: 55 acres of vacant land in Mt. Vernon, Illinois
P.I.N.: 06-36-351-005; 06-36-352-001; 06-36-352-002; 06-36-352-003; 06-36-353-004; 06-36-353-005; 06-36-353-006

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EXHIBIT B

PROMISSORY NOTE ("Revised Note")

\$1,785,107.15

July 1, 2006

FOR VALUE RECEIVED, the undersigned Ganesan R. Visvabharathy and Suriya V. Sastri (collectively, "Borrower"), jointly and severally, promise to pay to the order of The PrivateBank and Trust Company (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of One Million Seven Hundred Eighty-Five Thousand One Hundred Seven and 15/100ths (\$1,785,107.15) 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.

Payments on account of this Note shall be made as follows:

(a) On September 1, 2006, and on the first day of each succeeding calendar month to and including the Maturity Date (as defined hereafter), there shall be paid the amount of \$13,316.06, which shall be applied first to interest, in arrears, on the outstanding principal balance at a rate equal seven and a half (7.5%) percent per annum, and the balance, if any, to principal.

(b) On July 1, 2007 ("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 year having three hundred sixty (360) days and paid based on the actual days outstanding.

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, 70 West Madison, Suite 200, Chicago, Illinois 60602.

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.

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" of five (5%) 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 \$2,306,000.00 ("Original Note") made by Borrower on June 30, 2005, executed pursuant to a Loan Agreement dated concurrently ("Loan Agreement"). This Note

0629110143 Page: 20 of 23
PRIVATE BANK & TRUST CO.
007 20/ 2000 15.04 PAA 012.000 1080

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EXHIBIT B

does not evidence a revolving line of credit and amounts repaid will not be available for disbursement again. The Original Note is secured by a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Mortgage No. 1") executed by Suriya Sastri M.D. as Trustee of the Visvabharathy Children Minor's Trust, which Mortgage was recorded with the DuPage County Recorder of Deeds on July 22, 2005 as Document No. R2005-157683, a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Mortgage No. 2") executed by Suriya V. Sastri as Trustee of the Suriya Sastri Trust Agreement dated August 1, 1996 and Suriya Sastri M.D. as Trustee of the Visvabharathy Children Minor's Trust, which Mortgage was recorded with the Cook County Recorder of Deeds on July 25, 2005 as Document No. 0520633078, and a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Mortgage No. 3") executed by Chicago Title Land Trust Company as Trustee under Trust Agreement dated June 22, 2005 and known as its Trust No. 1114508 and Mt. Vernon Limited Partnership, an Illinois limited partnership covering the Mt. Vernon Parcel and other property, which Mortgage was recorded with the DuPage County Recorder of Deeds on July 22, 2005 as Document No. R2005-157683. Mortgage No. 1, Mortgage No. 2 and Mortgage No. 3 are referred to collectively herein as the "Mortgages." 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 Mortgages and other security documents ("Security Documents") are modified to secure 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 in the payment of principal or interest when due in accordance with the terms hereof or upon the occurrence of any "Event of Default" under the Mortgages, the Modification, the Loan Agreement or the Security Documents.

Under the provisions of the Mortgages, the Modification and the Loan Agreement, 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 Mortgages, the Modification and the Loan Agreement 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 six (6%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

No failure on the part of Holder or any holder hereof to exercise any right or remedy hereunder, whether before or after the occurrence of an event of default, shall constitute a waiver thereof, and no waiver of any past default shall constitute a waiver of any future default or of any other default. No failure to accelerate, nor acceptance of a past-due installment, nor indulgence granted shall be construed to be a waiver of the right to insist upon prompt payment and to impose the late payment penalty and the default rate, retroactively or prospectively, or shall be deemed a

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EXHIBIT B

waiver of any right of acceleration or any other right which Holder may have, whether by law or agreement or otherwise. None of the foregoing shall operate to release, change or effect the liability of Borrower, endorser or guarantor of this Note, and Borrower and each endorser and guarantor hereby expressly waive the benefit of any statute or rule of law or equity which would produce a result contrary to or in conflict with the foregoing.

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 reasonable 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.

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 such Escrowees to the 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, MORTGAGE OR ANY OF THE OTHER OBLIGATIONS, OR THE COLLATERAL SECURED BY THE 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

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EXHIBIT B

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 SUCH BORROWER AT THEIR ADDRESS AS SPECIFIED HEREIN OR OTHERWISE IN THE RECORDS OF THE 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 warrants to Holder that neither the Borrower nor any affiliate is identified in any list of known or suspected terrorists published by any 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, the Borrower shall immediately notify the Holder 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 Holder to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, the 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) the 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 the 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.

Signature page follows

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EXHIBIT B

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

Ganesan R. Vignath

Suriya V. Sa

COPY

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