

# UNOFFICIAL COPY

This instrument prepared by  
and please return to:



Doc#: 0707944059 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/20/2007 03:06 PM Pg: 1 of 16

**Polsinelli Shalton Flanigan Suelthaus PC**  
**180 North Stetson Avenue, Suite 4525**  
**Chicago, Illinois 60601-6733**  
**Attention: Kimberly K. Enders, Esq.**

Parcel 1:  
P.I.N.: 16-16-401-031-0000  
COMMONLY KNOWN AS: 620 S. Cicero, Chicago, Illinois

Parcel 2:  
P.I.N.: 16-22-426-020-0000 & 16-22-426-021-0000  
COMMONLY KNOWN AS: 4254-56 W. Cermak Road, Chicago, Illinois

Parcel 3:  
P.I.N.: 16-22-426-023  
COMMONLY KNOWN AS: 4248 W. Cermak Road, Chicago, Illinois

Parcel 4:  
P.I.N.: 16-13-132-034-0000  
COMMONLY KNOWN AS: 508 S. California, Chicago, Illinois

Parcel 5:  
P.I.N.: 16-02-117-024-0000  
COMMONLY KNOWN AS: 3846-48 W. Grand, Chicago, Illinois

## SECOND LOAN MODIFICATION AGREEMENT

This instrument is a Second Loan Modification Agreement ("Second Modification") between First Chicago Bank & Trust, as successor to Labe Bank, an Illinois banking corporation ("Lender") and Shana Jones, also known as Shana M. Gritzanis ("Borrower").

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## RECITALS:

A. Borrower is the fee simple owner of the real estate commonly known as 620 S. Cicero, Chicago, Illinois ("Parcel 1"), 4254-56 W. Cermak Rd., Chicago, Illinois ("Parcel 2"), 4248 W. Cermak Rd., Chicago, Illinois ("Parcel 3"), 508 S. California, Chicago, Illinois ("Parcel 4") and 3846-48 W. Grand Avenue, Chicago, Illinois ("Parcel 5") (collectively, the "Real Estate") and legally described on Exhibit A attached hereto.

B. On January 20, 2006, Borrower executed and delivered to a Promissory Note Evidencing a Revolving Line of Credit Loan in the amount of Seven Hundred Seventy-One Thousand Six Hundred (\$771,600.00) Dollars ("Note No. 1"), which Note No. 1 evidences a loan in the amount of Seven Hundred Seventy-One Thousand Six Hundred (\$771,600.00) Dollars ("Loan No. 1"), and a Promissory Note in the amount of Three Hundred Sixty Thousand (\$360,000) Dollars ("Note No. 2"), which Note No. 2 evidences a loan in the principal amount of Three Hundred Sixty Thousand (\$360,000.00) Dollars ("Loan No. 2"). The proceeds of the Loans were used to acquire Parcels 1, 2 and 3 of the Real Estate and refinance Parcels 4 and 5. To secure Note No. 1 and Note No. 2, Borrower executed and delivered to Lender the following documents and items (collectively "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 January 27, 2006 as Document No. 0602702305;

2. a UCC Financing Statement authorized by Borrower in connection with the Mortgage and covering the personal property located on the Real Estate;

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3. an Environmental, ADA and ERISA Indemnification Agreement executed by Borrower;
4. a Certification of No Management Agreement executed by Borrower; and
5. such other documents and items as were requested by Lender.

C. On April 24, 2006, Borrower and Lender entered into a Loan Modification Agreement ("Modification"), pursuant to which Lender agreed to increase Loan No. 1 by One Hundred Eighty Thousand Four Hundred (\$180,400.00) Dollars and Borrower executed and delivered to Lender a Revised Promissory Note Evidencing a Revolving Line of Credit Loan in the amount of Nine Hundred Fifty Two Thousand (\$952,000.00) Dollars ("Revised Note No. 1"), a copy of which was attached to the Modification as Exhibit B. The Modification was recorded on May 16, 2006 as Document No. 0613647104.

D. Borrower has requested Lender to increase Loan No. 1 by the amount of Two Hundred Forty-Eight Thousand (\$248,000.00) Dollars ("Loan Increase"), the proceeds of which will provide Borrower with additional funds for working capital, and to extend the maturity date of Loan No. 1 until February 1, 2008. Lender is agreeable to these requests subject to the covenants, conditions and restrictions contained herein.

**NOW, THEREFORE**, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Borrower has executed concurrently herewith a Second Revised Promissory Note Evidencing a Revolving Line of Credit Loan in the amount of One Million Two Hundred Thousand (\$1,200,000.00) Dollars ("Second Revised Note No. 1"), a copy of which is attached hereto as Exhibit B. The Mortgage and the Security Documents are hereby modified and

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amended to secure the Second Revised Note No. 1 and all references to Note No. 1 in the Mortgage and the Security Documents are modified and amended to refer to Second Revised Note No. 1 in place of Note No. 1.

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

(a) the Second Revised Note No. 1 in the amount of One Million Two Hundred Thousand (\$1,200,000.00) Dollars executed by Borrower;

(b) a rate down endorsement to Lender's loan title insurance policy for the Real Estate extending the date of the policy to the date of recording of this Second Modification, increasing the amount of coverage by \$248,000.00, and insuring that Borrower holds fee simple title to the Real Estate;

(c) a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing covering 5347-49 South Calumet, Chicago, Illinois ("Parcel No. 6") executed by Borrower ("Mortgage No. 2");

(d) a UCC Financing Statement authorized by Borrower;

(e) an Environmental, ADA and ERISA Indemnification Agreement executed by Borrower;

(f) a Certification of No Property Manager executed by Borrower;

(g) such other instruments, documents or papers as may be required by a title insurance company chosen by Borrower and acceptable to Lender ("Title Insurer") for the issuance of a preliminary title insurance policy, title binders, interim title certifications and the eventual issuance of a Standard Form ALTA Loan Title Guaranty Policy (1992), including a

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P.I.N. endorsement, a variable rate endorsement, an ALTA Comprehensive Endorsement Number 1, a waiver of the creditors' rights provisions endorsement, and a revolving line of credit endorsement which will insure Mortgage No. 2 as a first lien against Parcel No. 6 and which shall be subject only to such exceptions as are specifically acceptable to Lender ("Permitted Exceptions");

- (h) copies of documents of record for Parcel No. 6;
- (i) a survey covering Parcel No. 6;
- (j) Escrow Trust Instructions;
- (k) updated evidence of fire, casualty and comprehensive general public liability insurance for the Real Estate, if necessary; and
- (l) Lender's loan settlement statement showing payment of Lender's fee in the amount of \$6,000.00 ("Loan Fee") plus Lender's expenses as set forth in Section 6 hereof.

3. Lender shall record this Second Modification forthwith. It is a condition precedent to this Second Modification that Borrower provides Lender with the endorsement to Lender's loan title insurance policy as described in Section 2(b) hereof.

4. This Second Modification shall constitute an amendment of Note No. 1 and Revised Note No. 1, the Mortgage and the Security Documents, and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by Note No. 1 or Revised Note No. 1 (collectively "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 are unchanged.

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Nothing herein contained shall in any manner affect the lien or priority of the Mortgage, or the covenants, conditions and agreements therein contained or contained in the Loan Documents.

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

6. Borrower hereby agrees to pay the Loan Fee and all of Lender's expenses arising out of and in connection with this Second Modification including, but not limited to, title insurance premiums, recording fees, appraisal fees and Lender's attorneys' fees performed in the preparation of necessary documentation.

7. BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES IRREVOCABLY THE RIGHT SHE MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE SECOND REVISED NOTE NO. 1, THE REVISED NOTE NO. 1, THE MORTGAGE, THE SECURITY DOCUMENTS, THIS SECOND MODIFICATION 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 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

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PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT SHE 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 HER 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 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 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 BORROWER OR HER PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

9. Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain

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information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall: (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of Revised Note to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

*Signature page follows*



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IN WITNESS WHEREOF, the parties hereto have executed this Second Modification on March 2nd, 2007.

**LENDER:**

First Chicago Bank & Trust, as successor to Labe Bank, an Illinois banking corporation

By: George Santiago  
Its Vice President

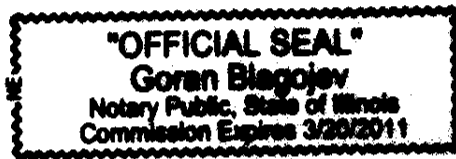
**BORROWER:**

Shana Jones  
Shana Jones

STATE OF ILLINOIS )  
)SS  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that George Santiago, Vice President of First Chicago Bank & Trust, as successor to Labe Bank, an Illinois banking corporation, 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 her/his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

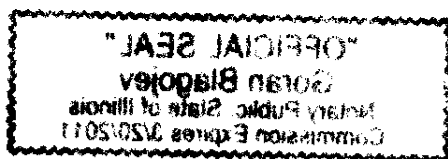
GIVEN under my hand and Notarial Seal March 7, 2007.



Goran Blagojev  
Notary Public

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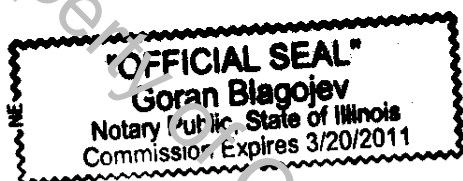


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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF C O O K     )

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Shana Jones, 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 March 2<sup>nd</sup>, 2007.



Goran Blagojev  
Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION:

#### PARCEL 1:

LOT 9 IN WILLIAM W. HUNTER'S SUBDIVISION OF LOTS 157 AND 158 IN SCHOOL TRUSTEES' SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 620 S. CICERO, CHICAGO, ILLINOIS 60644  
P.I.N.: 16-16-401-031-0000

#### PARCEL 2:

LOTS 21 AND 22 IN BLOCK 6 OF T.P. PHILLIPS EQUITABLE LAND ASSN'S SECOND ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 39, RANGE 13 RECORDED APRIL 5, 1906 DOCUMENT 3842199

COMMONLY KNOWN AS: 4254-56 W. CERMAK RD., CHICAGO, ILLINOIS 60623  
P.I.N.: 16-22-426-020-0000 AND 16-22-426-021-0000

#### PARCEL 3:

LOTS 24 AND 25 IN BLOCK 6 OF T.P. PHILLIPS EQUITABLE LAND ASSN'S SECOND ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 39, RANGE 13 RECORDED APRIL 5, 1906 DOCUMENT 3842199

COMMONLY KNOWN AS: 4248 W. CERMAK RD., CHICAGO, ILLINOIS 60623  
P.I.N.: 16-22-426-022-023-0000

#### PARCEL 4:

LOT 11 IN JAMES U. BRODEN'S RESUBDIVISION OF BLOCK 6 TOGETHER WITH LOTS 1 TO 24, INCL, IN REED'S SUBDIVISION OF THE EAST 3/4 OF THE SOUTH QUARTER OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 508 S. CALIFORNIA, CHICAGO, ILLINOIS 60612  
P.I.N.: 16-13-132-034-0000

#### PARCEL 5:

THE EASTERLY 1/2 OF LOT 19 (EXCEPT THE WESTERLY 3/4 INCH) AND ALL OF LOT 20 IN BLOCK 8 HOENER AND MACKEY'S SUBDIVISION OF BLOCKS 1 TO 6 BOTH INCLUSIVE AND BLOCKS 12 TO 16 BOTH INCLUSIVE IN FREER'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH,

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## EXHIBIT A

RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS

COMMONLY KNOWN AS: 3846-48 W. GRAND AVENUE, CHICAGO, ILLINOIS  
P.I.N.: 16-02-117-024-0000

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****EXHIBIT B****PROMISSORY NOTE EVIDENCING A REVOLVING LINE OF CREDIT LOAN**  
**("Second Revised Note No. 1")**

\$1,200,000.00

\_\_\_\_\_, 2007

**FOR VALUE RECEIVED** the undersigned, Shana Jones ("Borrower"), promises to pay to the order of First Chicago Bank & Trust, as successor to Labe Bank, an Illinois banking corporation (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of One Million Two Hundred Thousand (\$1,200,000.00) 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.

The rate of interest payable on this Note will change from time to time as hereafter provided. Monthly payments on account of this Note shall be adjusted from time to time as the rate of interest changes. Payments on account of this Note shall be made as follows:

(a) On March 20, 2007, and on the first day of each succeeding calendar month to and including the Maturity Date hereinafter defined, there shall be paid interest only, in arrears, on the outstanding principal balance at a rate equal to the prime rate of interest in effect from time to time at Labe Bank plus one half (.50%) percent per annum.

(b) On February 20, 2008 ("Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

The prime rate of First Chicago Bank & Trust is currently the highest prime rate of interest published in The Wall Street Journal. If this index is no longer available, the Bank will choose a new index in compliance with applicable law and will notify Borrower of its choice. Borrower acknowledges that it is advised that said rate is not Bank's lowest or most favorable lending rate.

Interest shall be calculated on the basis of a year having 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 First Chicago Bank & Trust, 1145 North Arlington Heights Road, Itasca, Illinois 60143.

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.

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## EXHIBIT B

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 Second Loan Modification Agreement executed concurrently herewith ("Modification"). This Note replaces that certain Promissory Note in the amount of \$771,600.00 ("Original Note No. 1") made by Borrower on January 20, 2006, and that certain Promissory Note in the amount of \$952,000.00 ("Revised Note No. 1"). The Original Note is secured by a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Mortgage") executed on January 20, 2006 and recorded on January 27, 2006 with the Cook County Recorder of Deeds as Document No. 0602702305. Revised Note No. 1 is secured by the Mortgage pursuant to a Loan Modification Agreement ("Modification") dated April 24, 2006, and recorded on May 16, 2006 as Document No. 0613647104. 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 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 hereof and upon completion of Draw Request and Bank's approval thereof. Borrower agrees that Bank will not be required to make Loans: (i) for less than \$50,000; (ii) which would cause the outstanding loan balance to exceed \$1,200,000.00 ("Credit Limit"); (iii) if Borrower is in default under this Note or the Security Documents securing this Note; or (iv) at any time after February 20, 2008. 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 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 Mortgage.

Under the provisions of the Mortgage, 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 Mortgage is, by this reference, incorporated herein in its 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 three (3.0%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

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## EXHIBIT B

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 Holder in connection therewith including, but not limited to, court costs, litigation expense 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, secondly 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, THE MORTGAGE, THE SECOND MODIFICATION 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 THEY 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 SUCH BORROWER AT ITS ADDRESS AS SPECIFIED HEREIN OR OTHERWISE IN



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## EXHIBIT B

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 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 the 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, 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 Mortgages) 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.

Shana Jones

**COPY**