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



Doc#: 0714109046 Fee: \$56.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/21/2007 10:12 AM Pg: 1 of 17

Property of Cook County Clerk's Office

Parcel Nos. 1, 2 & 3:

P.I.N.:

See Exhibit A attached hereto

COMMONLY KNOWN AS:

525 W. Hawthorne Place, Units 2701, 2702, 2703, 2704,
2705, 2706, 2707 and 2708, Chicago, Illinois

Parcel Nos. 4, 5 & 6:

P.I.N.:

See Exhibit A attached hereto.

COMMONLY KNOWN AS:

525 W. Hawthorne Place, Units 1901, 1907, 2307, 2507,
2808, 2904, 3003 and 3007, Chicago, Illinois

LOAN MODIFICATION AGREEMENT

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

RECITALS:

A. Suriya V. Sastri ("Sastri") holds fee simple title to certain real estate commonly known as 525 W. Hawthorne Place, Units 2701, 2702, 2703, 2704, 2705, 2706, 2707 and 2708,

SA
SL
PJ
SL
TJ
W

LN#8183286-900314

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Chicago, Illinois ("Parcels 1, 2 and 3"), and Suriya V. Sastri as Trustee of the Visvabharathy Children Minor's Trust dated December 15, 1993 ("Children's Trustee") holds fee simple title to certain real estate commonly known as 525 W. Hawthorne Place, Units 1901, 1907, 2307, 2507, 2808, 2904, 3003 and 3007, Chicago, Illinois ("Parcels 4, 5 and 6") which is legally described on Exhibit A attached hereto. Parcels 1, 2, 3, 4, 5 and 6 are collectively referred to as the "Real Estate."

B. On July 29, 2005, Borrowers executed and delivered to Lender a Promissory Note Evidencing a Non-Revolving Line of Credit in the amount of \$2,100,000.00 ("Note No. 1") which evidenced a loan in the amount of \$2,100,000.00 ("Loan No. 1"), a Promissory Note in the amount of \$1,000,000.00 ("Note No. 2") evidencing a Revolving Line of Credit in the amount of \$1,000,000.00 ("Loan No. 2") and an Application and Agreement for Irrevocable Letter of Credit in the amount of \$1,000,000.00 ("Reimbursement Agreement") evidencing obligations to repay advances on certain a Letter of Credit in the amount of \$1,000,000.00 ("Credit Facility No. 3"). To secure the obligations of Loan No. 1, Loan No. 2 and Credit Facility No. 3 evidenced by Note No. 1, Note No. 2 and the Reimbursement Agreement (collectively, "Notes") and other indebtedness, Borrowers 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") executed by Sastri and Children's Trustee and covering the Real Estate, which Mortgage was recorded with the Cook County Recorder of Deeds on August 30, 2005 as Document No. 0524239033;

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

3. UCC Financing Statements (2) authorized by Borrowers;

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4. an Assignment and Pledge of Earnest Money and Real Estate Sale Contracts executed by Borrowers; and

5. a Certification of No Property Management.

C. Borrowers have requested Lender to revise the interest rate, payment amounts and payment dates of Note No. 1. 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 parties agree as follows:

1. Note No. 1 is hereby modified and amended in its entirety and replaced by a Revised Note No. 1 in form and content as attached hereto as Exhibit B ("Revised Note No. 1").

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) An original Revised Note No. 1 executed by Borrowers;

(b) 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;

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

(d) payment of Lender's fees and expenses as set forth in Section 6 hereof.

3. This Modification shall constitute an amendment of the Security Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by Note No. 1 as hereby revised ("Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby

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modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage or other Security Documents, or the covenants, conditions and agreements therein contained or contained in Notes or Revised Note No. 1.

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

5. 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 \$5,250.00 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 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 ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWERS, OR ANY OF THEM.

8. BORROWERS 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 HEREBY IRREVOCABLY AGREE

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THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWERS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWERS 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 AT THEIR ADDRESSES AS SPECIFIED IN THE RECORDS OF LENDER. BORROWERS 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 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 THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

9. Borrowers warrant to Lender that neither Borrower 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

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

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

Signature page follows

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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

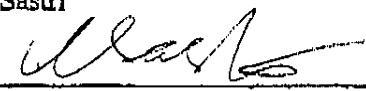
By: 

Its MANAGING DIRECTOR

BORROWERS:


Ganesan R. Visvabharathy, also known as
Ganesan Vish

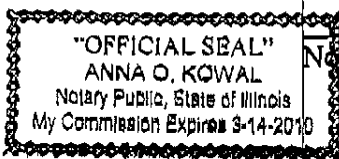

Suriya V. Sastri


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

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Anna O. Kowal, 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. 7, 2006.




Notary Public

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

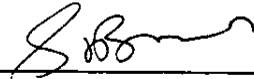
July 1, 2006.

LENDER:

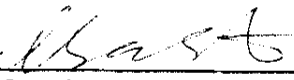
The PrivateBank and Trust Company, an Illinois banking corporation

By: _____
Its _____

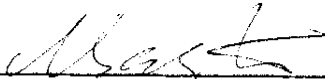
BORROWERS:



Ganesan R. Visvabharathy, also known as Ganesan Vish



Suriya V. Sastri



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

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 _____, 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 _____, 2006.

Notary Public

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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, also known as Ganesan Vish

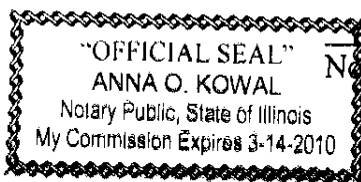
[Signature]
Suriya V. Sastri

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

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Jane 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

00714109046 Page: 10 of 17

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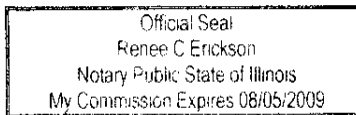
STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Ganesan R. Visvabharathy, also known as Ganesan Vish, 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 9/27, 2006.

Renee C. Erickson
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

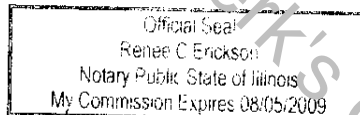


The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Suriya V. Sastri, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered 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 9/27, 2006.

Renee C. Erickson
Notary Public

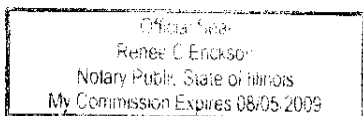
STATE OF ILLINOIS)
)
COUNTY OF Cook) SS



The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Suriya V. Sastri, as Trustee 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,

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

Renee C. Erickson
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL NO. 1:

UNITS 2701, 2702, 2703, 2704, 2705, 2706, 2707 AND 2708 IN 525 HAWTHORNE PLACE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THE NORTHERLY 107.60 FEET OF THE EASTERLY 160 FEET OF THE WESTERLY 200 FEET OF LOT 26 IN MCCONNELL'S SUBDIVISION OF BLOCK 16 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 INCLUSIVE AND 33 TO 37 INCLUSIVE IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED ON NOVEMBER 7, 2002, AS DOCUMENT NO. 0021232465, AND AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MAY 25, 2005, AS DOCUMENT NO. 0514539110, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL NO. 2:

UNIT NOS. P-98, P-99, P-111, P-112, P-113, P-114, P-115, AND P-116 IN HAWTHORNE PLACE GARAGE CONDOMINIUM AS DELINEATED ON A SURVEY OF PART OR PARTS OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THE PORTION OF THE FOLLOWING DESCRIBED PROPERTY WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.58 FEET CHICAGO CITY DATUM: THE EASTERLY 160 FEET OF THE WESTERLY 200 FEET OF LOT 26 (EXCEPT THE NORTHERLY 107.60 FEET THEREOF), IN MCCONNELL'S SUBDIVISION OF BLOCK 16 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 INCLUSIVE AND LOTS 33 TO 37 INCLUSIVE IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 25, 2004 AS DOCUMENT NO. 0417727057, TOGETHER WITH SAID UNIT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL NO. 3:

EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN EASEMENT AGREEMENT BETWEEN HAWTHORNE PLACE, LL AND HAWTHORNE PARKING, LLC, DATED SEPTEMBER 13, 20002 AND RECORDED SEPTEMBER 17, 2002 AS DOCUMENT NO. 21017513 OVER THE EASTERLY 25 FEET OF THE NORTHERLY 107.60 FEET OF THE

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EXHIBIT A

LEGAL DESCRIPTION:

EASTERLY 160 FEET OF THE WESTERLY 200 FEET OF LOT 26 IN MCCONNELL'S SUBDIVISION OF BLOCK 16 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 12 INCLUSIVE AND LOTS 33 TO 37 INCLUSIVE IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 525 W. HAWTHORNE PLACE, UNIT NOS. 2701, 2702, 2703, 2704, 2705, 2706, 2707 AND 2708 AND PARKING SPACES P-98, P-99, P-111, P-112, P-113, P-114, P-115, AND P-116, CHICAGO, ILLINOIS

P.I.N.: 14-21-307-057-1193, 14-21-307-057-1194
14-21-307-057-1195, 14-21-307-057-1196
14-21-307-057-1197, 14-21-307-057-1198
14-21-307-057-1199, 14-21-307-057-1200
14-21-307-056-0000

PARCEL 4:

UNITS 1901, 1907, 2307, 2507, 2808, 2904, 3003 AND 3007 IN 525 HAWTHORNE PLACE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THE NORTHERLY 107.60 FEET OF THE EASTERLY 160 FEET OF THE WESTERLY 200 FEET OF LOT 26 IN MCCONNELL'S SUBDIVISION OF BLOCK 16 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 INCLUSIVE AND 33 TO 37 INCLUSIVE IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 7, 2002, AS DOCUMENT NUMBER 0021232465, AND AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MAY 25, 2005, AS DOCUMENT NUMBER 0514539110, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 5:

UNIT NUMBERS P-23, P-24, P-68, P-72, P-87, P-88, P-89 AND P-95 IN HAWTHORNE PLACE GARAGE CONDOMINIUM AS DELINEATED ON A SURVEY OF PART OR PARTS OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THE PORTION OF THE FOLLOWING DESCRIBED PROPERTY WHICH LIES BELOW A HORIZONTAL PLANE AN ELEVATION OF +30.58 FEET CHICAGO CITY DATUM: THE EASTERLY 160 FEET OF THE WESTERLY 200 FEET OF LOT 26 (EXCEPT THE NORTHERLY 107.60 FEET THEREOF), IN MCCONNELL'S SUBDIVISION OF BLOCK 16 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 INCLUSIVE AND LOTS 33 TO 37 INCLUSIVE

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EXHIBIT A

LEGAL DESCRIPTION:

IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 25, 2004 AS DOCUMENT NUMBER 0417727057, TOGETHER WITH SAID UNIT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 6:

EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN EASEMENT AGREEMENT BETWEEN HAWTHORNE PLACE, LLC AND HAWTHORNE PARKING, LLC DATED SEPTEMBER 12, 2002 AND RECORDED SEPTEMBER 17, 2002 AS DOCUMENT NUMBER 21017513 OVER THE EASTERLY 25 FEET OF THE NORTHERLY 107.60 FEET OF THE EASTERLY 160 FEET OF THE WESTERLY 200 FEET OF LOT 26 IN MCCONNELL'S SUBDIVISION OF BLOCK 16 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 12 INCLUSIVE AND LOTS 33 TO 37 INCLUSIVE IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 525 HAWTHORNE PLACE, UNITS 1901, 1907, 2307, 2507, 2808, 2904, 3003 AND 3007, CHICAGO, ILLINOIS

P.I.N.:

- 14-21-307-057-1130 (Unit 1901)
- 14-21-307-057-1135 (Unit 1907)
- 14-21-307-057-1167 (Unit 2307)
- 14-21-307-057-1183 (Unit 2507)
- 14-21-307-057-1208 (Unit 2808)
- 14-21-307-057-1212 (Unit 2904)
- 14-21-307-057-1219 (Unit 3003)
- 14-21-307-057-1223 (Unit 3007)
- 14-21-307-056-0000 (Parcel 2)

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EXHIBIT B

PROMISSORY NOTE EVIDENCING A NON-REVOLVING LINE OF CREDIT (“Revised Note No. 2”)

\$2,100,000.00

July 1, 2006

FOR VALUE RECEIVED, the undersigned Ganesan R. Visvabharathy, Suriya V. Sastri and Suriya V. Sastri as Trustee of the Visvabharathy Children Minor’s Trust dated December 15, 1993 (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 Two Million One Hundred Thousand and 00/100ths (\$2,100,000.00) 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.

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

(a) On August 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 \$15,665.01, 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 is not a revolving line of credit and amounts repaid shall not be available again for disbursement.

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EXHIBIT B

This Note is executed pursuant to a Loan Modification Agreement executed concurrently herewith ("Modification"). This Note replaces that certain Promissory Note Evidencing a Non-Revolving Line of Credit in the amount of \$2,100,000.00 ("Original Note") made by Borrower on July 29, 2005. The Original Note is secured by a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing covering eight (8) condominium units and sixteen (16) parking spaces ("Mortgage") executed on July 29, 2005 and recorded on August 30, 2005 with the Cook County Recorder of Deeds as Document No. 0524239033. 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.

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, the Modification or the Security Documents.

Under the provisions of the Mortgage and the Modification, 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 and the Modification 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 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.

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EXHIBIT B

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 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.

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EXHIBIT B

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