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THIS INSTRUMENT PREPARED BY
AND PLEASE RETURN TO:

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Doc#: 0715139121 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/31/2007 01:42 PM Pg: 1 of 11

AMENDMENT TO FORBEARANCE AGREEMENT

THIS AMENDMENT TO FORBEARANCE AGREEMENT ("Amendment"), dated as of the 18TH day of May, 2007, is made by and between **Northstar Trust Company**, as Trustee under Trust Agreement dated June 12, 2003 and known as Trust 03-6200 ("**Trustee**"), Gettysburg Development Corporation an Illinois corporation ("**Beneficiary**"), **Larry M. McKone** ("**McKone**" or "**Guarantor**") Trustee and Beneficiary are sometimes referred to collectively as "**Borrower**") and **MB FINANCIAL BANK, N.A.** ("**Lender**"; Lender, Beneficiary, Trustee and Guarantor being sometimes referred to individually herein as a "**Party**" and collectively as "**Parties**").

RECITALS

A. The Parties entered into that certain Forbearance Agreement dated December 29, 2006 (the "**Forbearance Agreement**"). All initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Forbearance Agreement.

B. The Trustee is currently the owner of record of the land on which the Project was developed legally described in **Exhibit 1** attached hereto, commonly known as 501 and 701 W. Rand Road, Arlington Heights, Illinois ("**Mortgaged Premises**"). The Beneficiary is the sole beneficiary of Trust 03-6200.

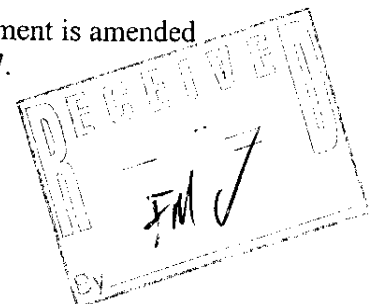
C. Trustee, Beneficiary and Guarantor have requested and Lender has agreed to, an extension of the term of the Forbearance Agreement, and the Parties have agreed to amend the Forbearance Agreement and related documents on the terms and conditions as herein after provided.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and the above recitals which are by this reference incorporated herein, the sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Amendment to Forbearance Agreement. The Forbearance Agreement is amended by deleting Paragraph 8(b) "April 1, 2007" and substituting therefor June 5, 2007.

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2. Obligations and Covenants of Borrower and Guarantor. Borrower and Guarantor agree that:

(a) The sale of all units shall be subject to a Minimum Release Price Schedule, which is attached to this Amendment and which shall be deemed Exhibit E under the Loan Agreement; and

(b) The maximum commission or fee paid to Borrower or Guarantor upon closing of a Unit shall be as follows:

i. \$10,000.00 for closing of units subject to fully executed unconditional Purchase Agreements as of the date of this Amendment; and

ii. \$15,000.00 with respect to closings of units with a gross sale price not less than \$350,000.00; and

iii. In no event shall a commission or other fee be paid to Borrower or Guarantor in excess of 5% of the gross sale price for a unit.

3. Representations, Covenants and Warranties. Borrower and Guarantor, covenant, represent and warrant as follows:

(a) Each of the contracts for the sale of a Unit ("Purchase Agreement") identified in **Exhibit 2** attached to this Amendment is in full force and effect and shall not be amended nor modified without Lender's prior written consent;

(b) Borrower has not obtained Purchase Agreements executed by buyers except for the Purchase Agreements on Exhibit 2.

(c) Each Purchase Agreement is unconditional, without contingency and scheduled to close on the dates shown on Exhibit 2 ;

(d) Each Purchase Agreement executed by a buyer after the date of this Amendment shall be delivered immediately to Lender for its review.

4. Restatement of Warranties and Representations. Borrower and Guarantor restate and reaffirm all of the warranties and representations in the Forbearance Agreement as being true and correct as of the date hereof.

5. Other Provisions in Effect. All other provisions of the Forbearance Agreement not modified hereby shall remain in full force and effect. Borrower and Guarantor hereby affirm and agree to perform every covenant, obligation and provision set forth in the Forbearance Agreement and Loan Documents as herein modified.

6. Conflict or Inconsistencies. In the event of any conflicts or inconsistencies between the provisions hereof and those of the Forbearance Agreement, the provisions hereof shall control.

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7. Forbearance Default. The following additional event shall constitute a "Forbearance Default."

Borrower's failure to deposit the earnest money with respect to a Purchase Agreement within three (3) business days after the execution of such agreements by Borrower.

8. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties hereto agree that the use of facsimile signatures for the negotiation and execution of this Amendment shall be legal and binding and shall have the same full force and effect as if originally signed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

BENEFICIARY:

GETTYSBURG DEVELOPMENT CORPORATION, an Illinois corporation

By: Larry M McKone
Larry M. McKone

GUARANTOR:

Larry M McKone
LARRY M. MCKONE

LENDER:

MB FINANCIAL BANK, N.A., a national Banking Association

By: William Ber

TRUSTEE:

NORTHSTAR TRUST COMPANY, as Trustee under Trust Agreement dated June 12, 2003 and known as Trust 03-6200

By: M. Witzel
Trust Officer

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of GETTYSBURG DEVELOPMENT CORPORATION, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ of said corporation, 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2007.

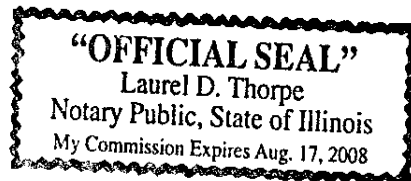
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Manka Castile as Trust Officer of MB FINANCIAL BANK, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer of said Bank, 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 Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of May, 2007.

Laurel D. Thorpe
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lucia Hale, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LARRY M. MCKONE, as Guarantor appeared before me this day in person and acknowledged that he signed and sealed 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 this 18 day of May, 2007.



Lucia Hale
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Maritza Castillo, as Trust Officer of NORTHSTAR TRUST COMPANY, as Trustee under Trust Agreement dated June 12, 2003 and known as Trust 03-6200, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer of said Trust, 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 this 18th day of May, 2007.

Notary Public

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P. 15

LEGAL DESCRIPTION**PARCEL 1:**

THAT PART OF THE NORTHEASTERLY 300.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF OF THAT PART OF THE EAST 673.83 FEET AS MEASURED ON THE SOUTH LINE THEREOF OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAD WHICH IS 200.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF RAND ROAD WITH THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTHWESTERLY 303.29 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WHICH IS 425.0 FEET NORTHWESTERLY, AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WITH THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET, 280.80 FEET TO A POINT ON SAID LINE WHICH IS 200.0 FEET SOUTHEASTERLY, AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE WEST LINE OF THE EAST 673.83 FEET OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE NORTHEASTERLY 307.95 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAD WHICH IS 400.0 FEET SOUTHEASTERLY AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF THE SOUTHWESTERLY LINE OF RAND ROAD WITH THE WEST LINE OF THE EAST 673.83 FEET OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF RAND ROAD, 305.80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEASTERLY 300.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF OF THAT PART OF THE EAST 673.83 FEET AS MEASURED ON THE SOUTH LINE THEREOF OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18 WITH THE SOUTHWESTERLY LINE OF RAND ROAD; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF RAND ROAD, 200.0 FEET; THENCE SOUTHWESTERLY 303.29 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WHICH IS 425.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET, 425.0 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE NORTH ALONG SAID EAST LINE, 403.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.



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P. 16

PARCEL 3:

THAT PART OF THE NORTHEASTERLY 300.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF OF THAT PART OF THE EAST 673.83 FEET AS MEASURED ON THE SOUTH LINE THEREOF OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18 WITH THE SOUTHWESTERLY LINE OF RAND ROAD; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF RAND ROAD, 200.0 FEET; THENCE SOUTHWESTERLY 306.25 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WHICH IS 425.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE EAST LINE OF THE WEST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET, 425.0 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE NORTH ALONG SAID EAST LINE, 403.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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- 03-18-203-007

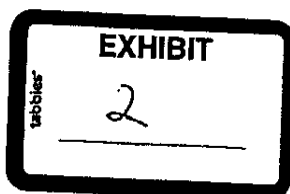
Cook County Clerk's Office

UNOFFICIAL COPYCLOSING SCHEDULEBUILDING A

<u>UNIT NO.</u>	<u>PURCHASERS NAME</u>	<u>CLOSING</u>	<u>AMOUNT</u>
101-A	Roque	July 1, 2007	\$351,536
302-A	DeChambre	July 1, 2007	\$350,000
410-G	Morin	July 1, 2007	\$221,590
418-A	Pelak	July 1, 2007	\$350,000

BUILDING B

427-J	Sanders	July 1, 2007	\$369,900
132-C	Hodges	July 1, 2007	\$230,000
328-C	Song	July 1, 2007	\$263,900
226-B2	Amodeo	July 1, 2007	\$389,900
230-G	Chilelli	May 18, 2007	\$256,742
330-G	Chilelli	May 18, 2007	\$256,742
336-B1	Tenuta	May 18, 2007	\$319,794
122-A	Mendoza	July 1, 2007	\$360,000
137-A	Roque	July 1, 2007	\$360,000
422-A	Kim	June 19, 2007	\$340,000



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EXHIBIT E

Building A

201-A	Model	\$389,900
301-A	Model	\$394,500
317-A	Model	\$394,500
318-A	Model	\$394,500

Building B

131-E	Model	\$249,900
323-I	Model	\$348,900
125-E		\$249,900
126-B2		\$389,900
135-F		\$249,900
136-B1		\$389,900
138-A		\$386,900
221-A		\$389,900
222-A		\$389,000
229-H		\$386,900
237-A		\$389,000
238-A		\$389,000
322-A		\$394,500
327-H		\$390,900
329-H		\$390,900
337-A		\$394,500
338-A		\$394,500
421-A		\$409,900
423-I		\$353,900
429-H		\$394,900
435-I		\$353,900
437-A		\$409,900
438-A		\$409,900
121-A		\$386,900
138-A		\$386,900

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Lucia Hale a Notary Public in and for said County, in the County aforesaid, DO HEREBY CERTIFY that LARRY M. MCKONE, as Guarantor appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

WITNESS under my hand and notarial seal this 22 day of May, 2007.



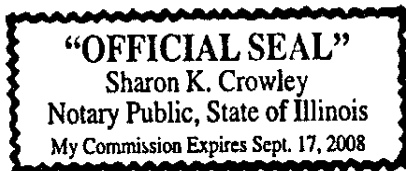
Lucia Hale
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned a Notary Public in and for said County, in the County aforesaid, DO HEREBY CERTIFY that Maritza Castillo as Trust officer of NORTHSTAR TRUST COMPANY, as Trustee under Trust Agreement dated June 12, 2003 and known as Trust 036200, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust officer of said Trust, appeared before me this day in person and acknowledged that he 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.

WITNESS under my hand and notarial seal this 22nd day of May, 2007.

Sharon K. Crowley
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Lucia Hale, a Notary Public in and for the said County, in the State of Illinois, DO HEREBY CERTIFY that Jerry McLane of GENEVABURG DEVELOPMENT CORPORATION, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of May, 2007.



Lucia Hale
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Stacy Singer, a Notary Public in and for said County, in the County aforesaid, DO HEREBY CERTIFY that William Ber as Vice President of MB FINANCIAL BANK, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of said Bank, 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 Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of May, 2007.

Stacy Singer
Notary Public

