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Cook County Recorder of Deeds
Date: 06/01/2007 11:35 AM Pg: 1 of 22

Gary K. Fordyce, Esq.
LaSalle Bank Corporation
135 South La Salle Street, Suite 925
Chicago, Illinois 60603

PERMANENT TAX INDEX NUMBERS:

Parcel 1: 12-27-117-005-0000 12-27-117-013-0000
12-27-117-006-0000 12-27-117-014-0000
12-27-117-007-0000 12-27-117-020-0000
12-27-117-008-0000 12-27-117-022-0000
12-27-117-012-0000 12-27-117-024-0000
Parcel 2: 12-19-400-157-0000 12-19-400-158-0000
Parcel 3: 12-19-400-142-0000
Parcel 4: 12-27-117-001-0000

PROPERTY ADDRESSES:

Parcel 1: 2950 North Commerce Street, Franklin Park, Illinois 60131
Parcel 2: 11410 Melrose Street, Franklin Park, Illinois 60131
Parcel 3: 11235 Franklin Avenue, Franklin Park, Illinois 60131
Parcel 4: 9331 Park Avenue, Franklin Park, Illinois 60131

SIXTH AMENDMENT TO LOAN DOCUMENTS

This SIXTH AMENDMENT TO LOAN DOCUMENTS dated as of March 30, 2007 (the "Sixth Amendment"), is executed by and among CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, whose address is 181 West Madison Street, 17th Floor, Chicago, Illinois 60602, not personally, but solely as Successor Trustee (the "Borrower") under that certain Trust Agreement dated July 3, 1975 and known as Trust No. 5810 (the "Trust Agreement"), WAYNE PATRICK FILOSA (the "Guarantor") whose address is c/o Allrite Sheet Metal, Inc., 2950 North Commerce Street, Franklin Park, Illinois 60131, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"), whose address is 135 South La Salle Street, Chicago, Illinois 60603, Attention: Metro Lending - Bolingbrook.

RECITALS:

A. The Lender made a mortgage loan (the "Loan") to the Borrower, as evidenced by that certain Promissory Note dated March 30, 1999 in the original principal amount of Three

Box 400-CTCC

1461-067802778
Sales/A.V.

27

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Million Seven Hundred Thousand and 00/100 Dollars (\$3,700,000.00), executed by the Borrower and made payable to the order of the Lender (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Note").

B. The Loan, as evidenced by the Note, is secured by, among other things, the following documents (together with the Note and any and all other documents evidencing or securing the Loans being collectively referred to herein as the "Original Loan Documents"):

- (i) Mortgage, Security Agreement and Financing Statement dated as of March 30, 1999, executed by the Borrower to and for the benefit of the Lender, and joined in by the Guarantor and Guisepppe Marchese ("Marchese"), and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 7, 1999 as Document Number 99951293 (the "Mortgage"), which Mortgage encumbers the real property and improvements commonly legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");
- (ii) Assignment of Rents and Leases dated as of March 30, 1999, jointly and severally executed by Borrower, the Guarantor and Marchese to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 7, 1999 as Document Number 99951294 (the "Assignment of Rents"), which Assignment of Rents also encumbers the Premises;
- (iii) Security Agreement and Collateral Assignment Interest in Land Trust dated April 26, 1995, jointly and severally executed by the Guarantor and Marchese to and for the benefit of the Lender (the "Collateral Assignment");
- (iv) Pledge Agreement dated as of March 30, 1999, executed by the Guarantor to and for the benefit of the Lender, as amended and restated by that certain Amended And Restated Pledge Agreement dated as of April 15, 2003, executed by the Guarantor to and for the benefit of the Lender (collectively, the "Pledge Agreement");
- (v) Environmental Indemnity Agreement dated as of March 30, 1999, jointly and severally executed by the Guarantor and Marchese to and for the benefit of the Lender (the "Environmental Indemnity");
- (vi) Continuing Unconditional Guaranty dated as of March 30, 1999, executed by the Guarantor to and for the benefit of the Lender (the "Guaranty"); and
- (vii) Continuing Unconditional Guaranty dated as of March 30, 1999, executed by Marchese to and for the benefit of the Lender (the "Marchese Guaranty").

C. Under and pursuant to that certain: (i) First Amendment to Loan Documents dated as of April 15, 2003, executed by and among the Borrower, the Guarantor, Marchese and

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the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on September 10, 2003 as Document Number 0325335189 (the "First Amendment"); (ii) Second Amendment to Loan Documents dated as of June 15, 2004, executed by and among the Borrower, the Guarantor, Marchese and the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 28, 2004 as Document Number 0430235269 (the "Second Amendment"); (iii) Third Amendment to Loan Documents dated as of June 10, 2005, executed by and among the Borrower, the Guarantor, Marchese and the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on November 30, 2005, as Document No. 0533433200 (the "Third Amendment"); (iv) Fourth Amendment to Loan Documents dated as of December 31, 2005, executed by and among the Borrower, the Guarantor, Marchese and the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on March 31, 2006, as Document No. 0609033213 (the "Fourth Amendment"); and (v) Fifth Amendment to Loan Documents dated as of May 15, 2006, executed by and among the Borrower, the Guarantor, Marchese and the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on December 8, 2006, as Document No. 0634201187 (the "Fifth Amendment"; the Original Loan Documents, as modified and amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment being collectively referred to herein as the "Loan Documents"), the maturity date of the Note was extended from March 30, 2004 to January 31, 2011 (the "Maturity Date"), the Loan was converted from a term loan to a reducing revolving line of credit, the maximum principal amount of the Loan available for revolving advances was increased to the principal amount of Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00), the interest rate on the Note was converted from a fixed interest rate to a floating interest rate, the repayment provisions of the Note were modified and the Pledge Agreement and the Marchese Guaranty were released.

D. The Borrower and the Guarantor have requested to modify and amend the Loan Documents to provide for a modification of the repayment terms of the Loan, and the Lender has agreed to such modification, provided the Borrower and the Guarantor comply with the terms and conditions of this Sixth Amendment.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T S:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.
2. Definitions. Capitalized words and phrases not otherwise defined in this Sixth Amendment shall have the meanings assigned thereto in the Note.
3. Revolving Line of Credit; Maximum Commitment. Subject to the terms and conditions of the Note and the other Loan Documents, the Lender agrees to make such direct

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advances of the proceeds of the Loan to and for the benefit of the Borrower, at such times as the Borrower may from time to time request until, but not including, the Maturity Date, and in such amounts as the Borrower may from time to time request, provided, however, that the aggregate principal balance of all Advances outstanding at any time shall not exceed the Maximum Commitment (as hereinafter defined). The Note evidences a revolving line of credit under which the Borrower is indebted to the Lender and evidences the aggregate unpaid principal amount of all advances made or to be made by the Lender to the Borrower under the Note. Advances made by the Lender to the Borrower under the Note which have been repaid may be borrowed again. All advances and repayments under the Loan shall be evidenced by entries on the books and records of the Lender which shall be presumptive evidence of the principal amount and interest owing and unpaid on the Note, or any renewal or extension hereof. The failure to so record any such amount or any error in so recording any such amount shall not, however, limit or otherwise affect the obligations of the Borrower under the Note to repay the principal amount of such liabilities, together with all interest accruing thereon. Each advance shall be made available to the Borrower by the Lender upon the written request of the persons whose authority to act on behalf of the Borrower has not been previously revoked in writing by the Borrower. The Lender is authorized to rely on the loan requests which the Lender believes in its good faith judgment to emanate from a properly authorized representative of the Borrower, whether or not that is in fact the case. All advances made under the Note shall be conclusively presumed to have been made by the Lender to or for the benefit of the Borrower. The proceeds of each advance shall be made available at the office of the Lender by credit to the account of the Borrower or by other means requested by the Borrower and reasonably acceptable to the Lender. The Borrower and the Guarantor do hereby irrevocably confirm, ratify and approve all such advances by the Bank under the Note and do hereby jointly and severally indemnify the Lender against all reasonable losses and expenses (including court costs, reasonable attorneys' and paralegals' fees) and shall hold the Lender harmless with respect thereto.

The maximum principal amount of the Loan, as evidenced by the Note, available for revolving advances (the "Maximum Commitment), shall equal (a) Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00) for the period from and after the date hereof through and including April 30, 2008; (b) Two Million Two Hundred Eighty Thousand and 00/100 Dollars (\$2,280,000.00) for the period from and after April 30, 2008 through and including April 30, 2009; (c) Two Million One Hundred Sixty Thousand and 00/100 Dollars (\$2,160,000.00) for the period from and after April 30, 2009 through and including April 30, 2010; and (d) Two Million Forty Thousand and 00/100 Dollars (\$2,040,000.00) for the period from and after April 30, 2010 through and including the Maturity Date.

4. Interest Rate.

(a) Prior to the Maturity Date or the occurrence of an Event of Default (as defined in the Note), interest shall accrue on the outstanding principal balance of the Note at the Borrower's option from time to time of (i) a floating per annum rate of interest (the "Floating Rate") equal to the Prime Rate (as hereinafter defined), or (ii) a per annum rate of interest (the "LIBOR Rate") equal to LIBOR (as hereinafter defined) for the relevant Interest Period (as hereinafter defined), plus two and one-half percent (2.50%) (the "Applicable Margin"), with each such LIBOR Rate

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remaining fixed for such Interest Period. Changes in the Floating Rate to be charged on the Loan based on the Prime Rate shall take effect immediately upon the occurrence of any change in the Prime Rate. Any portion of the principal amount of the Note bearing interest at the Floating Rate is referred to herein as a "Prime Loan". Any portion of the principal amount of the Note bearing interest at the LIBOR Rate is referred to herein as a "LIBOR Loan". From and after the Maturity Date or following the occurrence and during the continuance of an Event of Default, interest shall accrue on the outstanding principal balance of the Loan at an annual rate (the "Default Rate") equal to five percent (5.00%), plus the Floating Rate; provided, however, in no event shall the Default Rate exceed the maximum rate permitted by law. The interest accruing at the Default Rate shall be immediately due and payable by the Borrower to the holder of the Note upon demand and shall be additional indebtedness evidenced by the Note. Interest on the Note shall be calculated on the basis of a 360 day year and the actual number of days elapsed in any portion of a month in which interest is due. If any payment to be made by the Borrower under the Note shall become due on a day other than a Business Day (as hereinafter defined), such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing any interest in respect of such payment.

(b) A request by the Borrower for a Prime Loan must be received by the Lender in writing no later than 2:00 p.m. Chicago, Illinois time, on any day other than a Saturday, Sunday or a legal holiday on which banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois (a "Business Day"). As used herein, "Prime Rate" shall mean the floating per annum rate of interest most recently announced by the Lender at Chicago, Illinois as its prime or base rate. A certificate made by an officer of the Lender stating the Prime Rate in effect on any given day, for the purposes hereof, shall be conclusive evidence of the Prime Rate in effect on such day. The Prime Rate is a base reference rate of interest adopted by the Lender as a general benchmark from which the Lender determines the floating interest rates chargeable on various loans to borrowers with varying degrees of creditworthiness and the Borrower acknowledges and agrees that the Lender has made no representations whatsoever that the Prime Rate is the interest rate actually offered by the Lender to borrowers of any particular creditworthiness.

(c) The designation of a LIBOR Loan by the Borrower is subject to the following requirements:

(i) A request for a LIBOR Loan (a "LIBOR Loan Request") must be received by the Lender no later than 2:00 p.m. Chicago, Illinois time two Business Days prior to the first day of the Interest Period on which such LIBOR Loan shall be advanced, shall be irrevocable, and shall state the initial Interest Period and amount of such LIBOR Loan. Each LIBOR Loan will be in an amount not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) or a higher integral multiple of Twenty Five Thousand and 00/100 Dollars (\$25,000.00). No more than five (5) separate LIBOR Loans may be outstanding at any time. A request for a LIBOR Loan received by the Lender after 2:00 p.m. Chicago, Illinois on any Business Day time will be processed and funded by the Lender on the third Business Day thereafter.

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(ii) If pursuant to the LIBOR Loan Request, the initial Interest Period of any LIBOR Loan commences on any day other than the first Business Day of any month, then the initial Interest Period of such LIBOR Loan shall end on the first day of the following calendar month, notwithstanding the Interest Period specified in the LIBOR Loan Request, and the LIBOR Rate for such LIBOR Loan shall be equal to LIBOR for an interest period equal to the length of such partial month, plus the Applicable Margin. Thereafter, each LIBOR Loan shall automatically renew (a "LIBOR Rollover") for the Interest Period specified in the LIBOR Loan Request at the then current LIBOR Rate plus the Applicable Margin unless the Borrower, in a subsequent LIBOR Loan Request received by the Lender no later than 2:00 p.m. Chicago, Illinois time on the second (2nd) Business Day before the expiration of the existing Interest Period, shall elect a different Interest Period or the conversion of all or a portion of the LIBOR Loan to a Prime Loan. The Borrower may not elect a LIBOR Rate, and an Interest Period for a LIBOR Loan shall not automatically renew, with respect to any principal amount which is scheduled to be repaid before the last day of the applicable Interest Period, and any such amounts shall bear interest at the Floating Rate, until repaid.

(iii) "LIBOR" shall mean a rate of interest equal to (A) the per annum rate of interest at which United States dollar deposits in an amount comparable to the amount of the relevant LIBOR Loan and for a period equal to the relevant Interest Period are offered in the London Interbank Eurodollar market at 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period (or three Business Days prior to the commencement of such Interest Period if banks in London, England were not open and dealing in offshore United States dollars on such second preceding Business Day), as displayed in the *Bloomberg Financial Markets* system (or other authoritative source selected by the Lender in its sole discretion), divided by (B) a number determined by subtracting from 1.00 the then stated maximum reserve percentage for determining reserves to be maintained by member banks of the Federal Reserve System for Eurocurrency funding or liabilities as defined in Regulation D (or any successor category of liabilities under Regulation D), such rate to remain fixed for such Interest Period, or as LIBOR is otherwise determined by the Lender in its sole and absolute discretion. The Lender's determination of LIBOR shall be conclusive, absent manifest error.

(iv) "Interest Period" shall mean, with regard to any LIBOR Loan, successive periods of one month, two months or three months, as selected by the Borrower in its LIBOR Loan Request; provided, however, that: (A) each Interest Period occurring after the initial Interest Period of any LIBOR Loan shall commence on the day on which the preceding Interest Period for such LIBOR Loan expires; (B) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day; (C) whenever the first day of any Interest Period occurs on a date for which there is no numerically corresponding date in the month in which such Interest Period terminates, such Interest Period shall end on the last day of such month, unless such day is not a Business Day, in which case the Interest Period shall terminate on the first Business Day of the following month, provided, however, that so long as the LIBOR Rollover remains

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in effect, all subsequent Interest Periods shall terminate on the date of the month numerically corresponding to the date on which the initial Interest Period commenced; and (D) the final Interest Period for any LIBOR Loan must be such that its expiration occurs on or before the Maturity Date. If at any time an Interest Period expires less than one month before the Maturity Date, such LIBOR Loan shall automatically convert to a Prime Loan on the last day of the then existing Interest Period, without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Borrower.

(v) Notwithstanding anything to the contrary contained herein, the principal balance of any LIBOR Loan may not be prepaid in whole or in part at any time. If, for any reason, a LIBOR Loan is paid prior to the last Business Day of any Interest Period, whether voluntary, involuntary, by reason of acceleration or otherwise, each such prepayment of a LIBOR Loan will be accompanied by the amount of accrued interest on the amount prepaid and any and all costs, expenses, penalties and charges incurred by the Lender as a result of the early termination or breakage of a LIBOR Loan, plus the amount, if any, by which (A) the additional interest which would have been payable during the Interest Period on the LIBOR Loan prepaid had it not been prepaid, exceeds (B) the interest which would have been recoverable by the Lender by placing the amount prepaid on deposit in the domestic certificate of deposit market, the eurodollar deposit market, or other appropriate money market selected by the Lender, for a period starting on the date on which it was prepaid and ending on the last day of the Interest Period for such LIBOR Loan (collectively, the "Make Whole Costs"). The amount of any such loss or expense payable by the Borrower to the Lender under this section shall be determined in the Lender's sole discretion based upon the assumption that the Lender funded its loan commitment for LIBOR Loans in the London Interbank Eurodollar market and using any reasonable attribution or averaging methods which the Lender deems appropriate and practical, provided, however, that the Lender is not obligated to accept a deposit in the London Interbank Eurodollar market in order to charge interest on a LIBOR Loan at the LIBOR Rate.

(vi) If the Lender determines in good faith (which determination shall be conclusive, absent manifest error) prior to the commencement of any Interest Period that (A) the making or maintenance of any LIBOR Loan would violate any applicable law, rule, regulation or directive, whether or not having the force of law, (B) United States dollar deposits in the principal amount, and for periods equal to the Interest Period, of any LIBOR Loan are not available in the London Interbank Eurodollar market in the ordinary course of business, (C) by reason of circumstances affecting the London Interbank Eurodollar market, adequate and fair means do not exist for ascertaining the LIBOR Rate to be applicable to the relevant LIBOR Loan, (D) the LIBOR Rate does not accurately reflect the cost to the Lender of a LIBOR Loan, or (E) an Event of Default (as hereinafter defined) has occurred and is continuing or any event or circumstance exists which, with the giving of notice or passage of time, would constitute an Event of Default, the Lender shall promptly notify the Borrower thereof and, so long as any of the foregoing conditions continue, the Lender will have no obligation to accept an election by the Borrower for a

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LIBOR Loan, and each existing LIBOR Loan, at the Borrower's option, shall be (1) converted to a Prime Loan on the last Business Day of the then existing Interest Period, or (2) due and payable on the last Business Day of the then existing Interest Period, without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Borrower.

(vii) If, after the date hereof, a Regulatory Change (as hereinafter defined) shall, in the reasonable determination of the Lender, make it unlawful for the Lender to make or maintain any LIBOR Loans, the Lender will have no obligation to accept an election by the Borrower for a LIBOR Loan. In addition, at the Borrower's option, each existing LIBOR Loan shall be immediately (A) converted to a Prime Loan on the last Business Day of the then existing Interest Period or on such earlier date as required by law, or (B) due and payable on the last Business Day of the then existing Interest Period or on such earlier date as required by law, all without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Borrower. As used herein, "Regulatory Change" shall mean the introduction of, or any change in any applicable law, treaty, rule, regulation or guideline or in the interpretation or administration thereof by any governmental authority or any central bank or other fiscal, monetary or other authority having jurisdiction over the Lender or its lending office.

(viii) If any Regulatory Change (whether or not having the force of law) shall (a) impose, modify or deem applicable any assessment, reserve, special deposit or similar requirement against assets held by, or deposits in or for the account of, or loans by, or any other acquisition of funds or disbursements by, the Lender; (b) subject the Lender or any LIBOR Loan to any tax, duty, charge, stamp tax or fee, or change the basis of taxation of payments to the Lender of principal or interest due from the Borrower under the Note (other than a change in the taxation of the overall net income of the Lender); or (c) impose on the Lender any other condition regarding any LIBOR Loan or the Lenders' funding thereof, and the Lender shall determine (which determination shall be conclusive, absent manifest error) that the result of the foregoing is to actually increase the cost to the Lender of making or maintaining any LIBOR Loans or to reduce the amount of principal or interest received by the Lender under the Note on any LIBOR Loan, then the Borrower shall pay to the Lender, on demand, such additional amounts as the Lender shall from time to time determine are sufficient to compensate and indemnify the Lender for such increased costs or reduced amounts (the "LIBOR Indemnification Costs").

6. Principal and Interest Payments. The principal amount of the Loan evidenced by the Note, and all accrued interest thereon, shall be paid to the Lender in:

(a) installments of interest only on the principal balance of the Loan outstanding from time to time, commencing on June 1, 2006 and continuing on the first day of each month thereafter through and including January 1, 2011;

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(b) a principal installment on April 30, 2008 in an amount equal to the amount by which the then outstanding principal balance of the Note Two Million Two Hundred Eighty Thousand and 00/100 Dollars (\$2,280,000.00);

(c) a principal installment on April 30, 2009 in an amount equal to the amount by which the then outstanding principal balance of the Note exceeds Two Million One Hundred Sixty Thousand and 00/100 Dollars (\$2,160,000.00);

(d) a principal installment on April 30, 2010 in an amount equal to the amount by which the then outstanding principal balance of the Note exceeds Two Million Forty Thousand and 00/100 Dollars (\$2,040,000.00); and

(e) a final installment, on January 31, 2011, equal to the total principal balance of the Loan then remaining unpaid, plus all accrued and unpaid interest thereon.

7. Revolving Credit Mortgage. The Loan Documents, including without limitation, the Mortgage, are given to secure a revolving credit loan and shall secure not only the existing indebtedness evidenced by the Note, as modified and amended by this Sixth Amendment, but also future advances, whether such advances are obligatory or are to be made at the option of the Lender, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date hereof. The total amount of the indebtedness as evidenced by the Fourth Restated Note may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of Four Million Eight Hundred Thousand and 00/100 Dollars (\$4,800,000.00), plus interest thereon, and any disbursements made for the payment of taxes, special assessments or insurance on the Premises or other disbursements as provided for in the Loan Documents.

8. Attachment to Note. The Lender may, and prior to any transfer by the Lender of the Note shall, attach a copy of this Sixth Amendment to such Note and place an endorsement on such Note making reference to the fact that such attachment has been made.

9. Continued Effectiveness of Loan Documents; Confirmation of Obligations. To the extent the provisions of any of the Loan Documents differ from, or are inconsistent with, the terms of this Sixth Amendment, the provisions of this Sixth Amendment shall govern and control, otherwise all other terms, conditions and provisions of the Loan Documents shall remain in full force and effect as originally executed and delivered by the parties thereto. The Borrower and the Guarantor hereby (i) restates, confirms and reaffirms all of its or his respective obligations under the Loan Documents, as modified by this Sixth Amendment; (ii) acknowledges and agrees that the Lender, by entering into this Sixth Amendment, does not waive any existing or future default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; (iii) acknowledges and agrees that the Lender has not heretofore waived any default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledges that neither the Borrower nor the Guarantor has any set-off, defense or counterclaim to the payment or performance of any

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of the obligations of the Borrower and/or the Guarantor under the Loan Documents, as modified by this Sixth Amendment.

10. Certifications, Covenants, Representations and Warranties. In order to induce the Lender to enter into this Sixth Amendment, the Borrower hereby certifies and represents to the Lender, and the Guarantor hereby certifies, represents and warrants to the Lender as follows:

(a) all certifications, covenants, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to the Lender in connection therewith are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Sixth Amendment;

(b) no default, or condition or event which with the giving of notice or passing of time, or both, would constitute a default under the Note, the Mortgage or any of the other Loan Documents, has occurred and is continuing;

(c) the Loan Documents, as modified and amended hereby, are in full force and effect and continue to be the legal, valid and binding obligations of the Borrower, and/or the Guarantor as the case may be, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity;

(d) there has been no material adverse change in the financial condition of the Premises, the Borrower, the Guarantor or any other party whose financial statement has been delivered to the Lender in connection with the Loan from the date of the most recent financial statement received by the Lender;

(e) as of the date hereof, neither the Borrower nor the Guarantor has any claims, counterclaims, defenses, or set-offs with respect to the Loan or any of the Loan Documents, as modified and amended by this Sixth Amendment;

(f) the execution and delivery of this Sixth Amendment and the performance of the Loan Documents, as modified and amended hereby, have been duly authorized by all requisite action by or on behalf of the Borrower, and this Sixth Amendment has been duly executed and delivered on behalf of the parties hereto.

11. Reaffirmation of Guaranty. The Guarantor hereby expressly (a) consents to the execution by the Borrower and the Lender of this Sixth Amendment; (b) acknowledges that the Guaranty is hereby modified and amended so that all references in the Guaranty to (i) the "Note" (as defined in the Guaranty) shall include the Note, as modified and amended hereby, and (ii) the "Guaranty" shall mean the Guaranty, as modified and amended by this Sixth Amendment, (c) reaffirms in all respects all of his obligations under the Guaranty, as modified and amended by this Sixth Amendment; (d) agrees that the execution and delivery of this Sixth Amendment to, and its acceptance by, the Lender shall not in any manner whatsoever (i) impair or affect the liability of the Guarantor to the Lender under the Guaranty, (ii) prejudice, waive, or be construed

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to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against the Guarantor pursuant to the Guaranty, and/or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Lender by the Guarantor under the Guaranty, and (e) represents that each of the representations and warranties made by the Guarantor in the Guaranty and in the Environmental Indemnity remain true and correct as of the date hereof.

12. Conditions Precedent. This Sixth Amendment shall become effective as of the first business day following receipt by the Lender of the following:

(a) Sixth Amendment. This Sixth Amendment duly executed by the parties hereto;

(b) Date-down Endorsement. A Date-Down Endorsement issued by Chicago Title Insurance Company to its Loan Policy No. 1401 007802778 D2, dating down title to the Property to reflect the recordation of this Sixth Amendment, and the issuance by Chicago Title Insurance Company of a Revolving Credit Endorsement; and

(c) Other Matters. Such other documents, certificates and opinions of counsel as the Lender may reasonably request.

13. References; Lender Notices. All references in the Loan Documents and/or in this Sixth Amendment to any one or more of the "Loan Documents" shall be deemed to be references to such Loan Documents, as modified and amended by this Sixth Amendment. All references to "Lender", "Mortgagee" or "Secured Party" as such terms are used in any of the Loan Documents shall be deemed to be references to LaSalle Bank National Association, and the notice provisions to the Lender in the Loan Documents are amended to refer to the address of the Lender set forth above.

14. Entire Agreement. This Sixth Amendment sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Sixth Amendment, and no covenants, promises, agreements, conditions or understandings, either oral or written, exist between the parties except as set forth herein.

15. Successors. The Loan Documents, as modified by this Sixth Amendment, shall inure to the benefit of the parties hereto and to the Lender's successors and assigns, and shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

16. Severability. In the event any provision of this Sixth Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. Construction. This Sixth Amendment shall not be construed more strictly against the Lender than against the Borrower or the Guarantor merely by virtue of the fact that this Sixth Amendment has been prepared by counsel for the Lender, it being recognized that the Borrower,

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the Guarantor and the Lender have contributed substantially and materially to the preparation of this Sixth Amendment, and the Borrower, the Guarantor and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Sixth Amendment. Each of the parties to this Sixth Amendment represents that it or he has been advised by its or his respective counsel of the legal and practical effect of this Sixth Amendment, and recognizes that it or he is executing and delivering this Sixth Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its or his own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Sixth Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

18. Sections; References.

(a) The words “hereby”, “hereof”, “herein” and “hereunder”, and other words of a similar import refer to this Sixth Amendment as a whole and not to the individual Sections in which such terms are used.

(b) References to sections and other subdivisions of this Sixth Amendment are to the designated sections and other subdivisions of this Sixth Amendment as originally executed.

(c) The headings of this Sixth Amendment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

19. Amendments, Changes and Modifications. This Sixth Amendment may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

20. Execution of Counterparts. This Sixth Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

21. Governing Law. This Sixth Amendment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

22. Trustee’s Exculpation. This Sixth Amendment is executed by Chicago Title Land Trust Company, not personally but solely as Trustee, solely in the exercise of the authority conferred upon it as trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account thereof, or on account of any promises, covenants, undertakings or agreements herein, or in the Loan Documents contained, either express or implied; all such liability, if any, being expressly

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waived and released by the holder or holders of the Loan Documents and by all persons claiming by, through or under the Loan Documents or the holder or holders, owner or owners thereof, and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that the Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and it shall not be liable for any action or non-action taken in violation of any of the covenants contained herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Sixth Amendment to Loan Documents to be executed as of the date set forth above.

TRUSTEE:

CHICAGO TITLE LAND TRUST COMPANY,
not personally, but solely as Successor Trustee
under a Trust Agreement dated July 3, 1975
and known as Trust No. 5810

By: Margaret O'Donnell
Name: Margaret O'Donnell
Title: ASST. VICE PRESIDENT

GUARANTOR:

Wayne Patrick Filosa
WAYNE PATRICK FILOSA

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: Debra J. Hennessy
Name: DEBRA J. HENNESSY
Title: SENIOR VICE PRESIDENT

GKF:sw
March 26, 2007
6th Amendment-3.30.07

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Margaret O'Donnell, the ASST. VICE PRESIDENT, of CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, as trustee as aforesaid, who is 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 as such ASST. VICE PRESIDENT, 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, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of March, 2007.



Patricia L. Alvarez
Notary Public

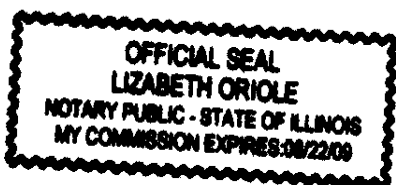
My Commission Expires:

10/29/08

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that WAYNE PATRICK FILOSA, who is 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 this 30th day of March, 2007.



Elizabeth Oriole
Notary Public

My Commission Expires: 8-22-09

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DEBRA HENNESSY, a SVP of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is 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 as such _____, 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 banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of March, 2007.

Lizbeth Oriole
Notary Public
My Commission Expires:

8-22-09



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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1

PARCEL 1A:

LOTS 15, 16, 17, 18 AND LOTS 22, 23, 24 AND 25 ALL IN BLOCK 11 IN WEEK'S SUBDIVISION OF BLOCKS 1, 2 AND 3 (EXCEPT THE SOUTH 66 FEET OF SAID BLOCK 3) AND THAT PART OF BLOCKS 11, 12 AND 13 LYING WEST OF WISCONSIN CENTRAL RAILROAD THE SOUTH 476.1 FEET MORE OR LESS OF BLOCK 4 AND THAT PART OF THE SOUTH 398 FEET MORE OR LESS OF BLOCK 10 LYING WEST OF SAID RAILROAD IN RIVER PARK, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 36, 37, 38, 39, 40, 41, 42, 43, 44 AND 45 ALL IN BLOCK 11 IN WEEK'S AND OTHER'S RESUBDIVISION OF LOTS 7, 8, 26, 27, 28 AND PART OF LOTS 4, 5, 6, 29, 30 AND 31 IN BLOCK 11 AND LOTS 1 TO 11 INCLUSIVE AND LOTS 30 TO 42 INCLUSIVE IN BLOCK 12 IN WEEK'S SUBDIVISION OF RIVER PARK AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 1B:

THE SOUTH 25 FEET OF LOT 10 AND THE SOUTH 75 FEET OF LOT 9 ALL IN BLOCK 11 IN WEEK'S SUBDIVISION OF BLOCK 11 WEST OF RAILROAD IN RIVER PARK IN THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE SOUTH EAST 1/4 IN THE NORTHWEST 1/4 OF SECTION 27, WEST OF RAILROAD, IN COOK COUNTY, ILLINOIS

ALSO

LOTS 46, 47, 48, 49 AND 50 ALL IN BLOCK 11 IN WEEK'S AND OTHER'S RESUBDIVISION OF LOTS 7, 8, 26, 27, 28 AND PARTS OF LOTS 4, 5, 6, 29, 30 AND 31 IN BLOCK 11, WEST OF RAILROAD IN WEEK'S SUBDIVISION OF BLOCK 11 IN RIVER PARK IN THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE SOUTH EAST 1/4 IN THE NORTHWEST 1/4 OF SECTION 27, WEST OF RAILROAD, IN COOK COUNTY, ILLINOIS.

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PARCEL 1C:

THAT PART OF THE ALLEY, BOUNDED ON THE NORTH BY PARK LANE AVENUE, ON THE SOUTH BY CHESTNUT AVENUE, ON THE EAST BY COMMERCE AVENUE, AND ON THE WEST BY LOMBARD STREET IN BLOCK 11, IN WEEK'S SUBDIVISION OF BLOCKS 1, 2, 3 (EXCEPT THE SOUTH 66 FEET OF BLOCK 3) AND THAT PART OF BLOCKS 11, 12 AND 13, LYING WEST OF THE WISCONSIN CENTRAL R.R., THE SOUTH 476.10 FEET OF BLOCK 4 AND THE SOUTH 398 FEET MORE OR LESS OF BLOCK 10, LYING WEST OF THE R.R. IN RIVER PARK A SUBDIVISION OF PART OF LAFRAMBOIS RESERVATION AND PART OF THE NORTH 1/2 OF SECTION 27, TOWNSHIP 49 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

ALL OF THE ALLEY LYING NORTH OF LOT 15 AND EAST OF THE EAST LINE OF LOT 11; ALL OF THE ALLEY LYING EAST OF LOTS 15, 16, 17 AND 18; AND ALL OF THE ALLEY LYING SOUTH OF LOT 18 AND EAST OF EAST LINE OF LOT 21.

PROPERTY ADDRESS OF PARCEL 1:

2950 North Commerce Street
Franklin Park, Illinois 60131

PERMANENT TAX IDENTIFICATION NUMBERS OF PARCEL 1:

12-27-117-005-0000	12-27-117-013-0000
12-27-117-006-0000	12-27-117-014-0000
12-27-117-007-0000	12-27-117-020-0000
12-27-117-008-0000	12-27-117-022-0000
12-27-117-012-0000	12-27-117-024-0000

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PARCEL 2

THE FOLLOWING DESCRIBED TRACT OF LAND (EXCEPTING THEREFROM THE EAST 133.50 FEET AS MEASURED ON THE SOUTH LINE THEREOF):

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF MELROSE STREET, BEING A LINE 290 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTH EAST 1/4, 1,254.15 FEET (MEASURED ALONG SAID PARALLEL LINE) WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE WEST ALONG SAID NORTH LINE 252.50 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE 277.02 FEET TO THE SOUTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE 257.01 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF MELROSE STREET A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM THE ABOVE LAND THE FOLLOWING DESCRIBED PART OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF MELROSE STREET, BEING A LINE 290 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 1,387.65 FEET (AS MEASURED ALONG SAID PARALLEL LINE) WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE 274.22 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 15.00 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG SAID LINE 9.00 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 7.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 7.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 7.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 9.00 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 65.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 25.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 65.00 FEET TO THE POINT OF BEGINNING, ALL THAT PART WHICH LIES ABOVE A PLANE 25.00 FEET

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ABOVE THE FLOOR PLANE OF A BRICK BUILDING (AS MEASURED AT THE NORTHWEST CORNER OF SAID BUILDING, BEING 16.5 FEET EAST AND 18.2 FEET SOUTH OF THE NORTHEAST CORNER OF LAND HEREIN DESCRIBED) SAID FLOOR HAVING AN ELEVATION OF 653.64 FEET WITH RESPECT TO THE VILLAGE OF FRANKLIN PARK DATUM, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF PARCEL 2:

11410 Melrose Street
Franklin Park, Illinois 60131

PERMANENT TAX IDENTIFICATION NUMBERS OF PARCEL 2:

12-19-400-157-0000
12-19-400-158-0000

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PARCEL 3

LOT 2 IN LATORIA BROTHERS CONSTRUCTION COMPANY
SUBDIVISION UNIT #3, BEING A SUBDIVISION OF PART OF THE
NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PROPERTY ADDRESS OF PARCEL 3:

11235 Franklin Avenue
Franklin Park, Illinois 50131

PERMANENT TAX IDENTIFICATION NUMBER OF PARCEL 3:

12-19-400-142-0000

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PARCEL 4

LOTS 12, 13 AND 14 AND THE EASTERLY HALF OF VACATED LOMBARD AVENUE WEST AND ADJOINING LOT 14, LYING NORTH OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY IN BLOCK 11 IN WEEK'S SUBDIVISION OF PART OF RIVER PARK, A SUBDIVISION OF PART OF LA FRAMBOIS RESERVATION AND A PART OF THE NORTH 1/2 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF PARCEL 4:

9331 Park lane Ave
Franklin Park, Illinois 60131

PERMANENT TAX IDENTIFICATION NUMBER OF PARCEL 4:

12-27-117-001-0000

GKF:sw
March 26, 2007
6th Amendment-3.30.07