

# UNOFFICIAL COPY



**PREPARED BY:**  
Somercor 504, Inc.  
Two East 8<sup>th</sup> Street  
Chicago, IL 60605

**Doc#:** 0717131036 **Fee:** \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/20/2007 10:19 AM Pg: 1 of 4

**WHEN RECORDED, RETURN TO:**  
Somercor 504, Inc.  
Two East 8<sup>th</sup> Street  
Chicago, IL 60605

**SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY**

**PAYOFF AND ESTOPPEL CERTIFICATE OF MIDWEST BANK AND TRUST COMPANY  
F/K/A ROYAL AMERICAN BANK TO THE CDC AND SBA**

**SECTION 504 DEBENTURE PROJECT**

United States Small Business Administration  
500 West Madison, Suite 1250  
Chicago, IL 60661-2511  
Attention: Chief, Portfolio Management Division

Somercor 504, Inc.  
Two E. 8<sup>th</sup> Street  
Chicago, Illinois 60605  
Attention: Servicing Department

**SBA LOAN NUMBER:** 89956940-07  
**CDC:** SOMERCOR 504, INC.  
**BORROWER:** Chicago GreenWorks, LLC  
**SBC:** Christy Webber & Company and  
Christy Webber Commercial Landscapes, Inc.

Ladies and Gentlemen:

We understand that Somercor 504, Inc. ("Lender") intends to make a loan to Chicago GreenWorks, LLC (the "Borrower") pursuant to the Section 504 debenture program of the United States Small Business Administration ("SBA"). The Borrower is an eligible passive company of Christy Webber & Company and Christy Webber Commercial Landscapes, Inc. ("SBC"), a small business concern, under the SBA's rules and regulations. We understand and agree that Somercor and the SBA will be acting in reliance upon the representations and promises contained in this letter.

To the best of our knowledge, the Borrower is not in default under any of the terms of the loans we made to the Borrower and all principal and interest payments are current. As of today's date, the total outstanding principal balance of the 504 portion of the loan owed to us by the Borrower is \$1,800,000.00. The loan proceeds were used by the Borrower, to fund, in part, the purchase of the land, building, and/or equipment/furniture & fixtures located at 2900 W. Ferdinand Street in Chicago, Illinois (the "Property"). The legal description of the Property is attached hereto as Exhibit A and is made a part of this Certificate. In connection with our loan, we recorded a lien on the Property as evidenced by a mortgage(s) dated October 27, 2005.

We agree that our note(s) and loan documents pertaining to this transaction will not:

- 1) allow future advances except advances made for reasonable costs of collection, maintenance, and protection of our lien;
- 2) be cross-collateralized with other financing provide by us;
- 3) have an early call feature;
- 4) be payable on demand unless our note is in default;
- 5) have a term less than, or require a balloon payment prior to, ten years.

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We further agree that:

- 1) our loan has been fully advanced;
- 2) our note and loan documents comply with the conditions in the previous paragraph above, or, in the alternative, we will waive our rights to enforce any provisions in the note and loan documents that do not comply with these SBA requirements;
- 3) we will subordinate any prepayment penalties, late fees, and increased default interest to the CDC/SBA lien. Any advances made for reasonable costs of collection, maintenance, and protection of our lien need not be subordinated;
- 4) we will waive as to the CDC/SBA lien any provisions in its lien instruments prohibiting further encumbrances; and
- 5) We will provide written notice to CDC and SBA of default within 30 days of any delinquency upon which we intend to take action, and 60 days notice prior to foreclosure. We also agree to give the SBA an opportunity to purchase our lien position upon any foreclosure.

The total we advanced as interim financing is \$3,600,000.00. Upon payment of the net debenture proceeds, the principal balance of our permanent first loan will be \$1,800,000.00. We have delivered true and complete copies of the interim and permanent financing documents to SomerCor. As of July 11, 2007 (the expected date of the debenture sale for this 504 Project, the accrued interest on the interim financing portion will be \$ \_\_\_\_\_, which will be the responsibility of the Borrower.

We understand that unless we are otherwise advised in writing notices should be sent to:

Small Business Administration  
500 W. Madison, Suite 1250  
Chicago, IL 60661-2511  
Attn: Chief, Portfolio Management Division

SomerCor 504, Inc.  
Two East 8<sup>th</sup> Street  
Chicago, IL 60605  
Attn: Servicing Department

We further agree that upon receipt of full payment of the above stated principal and interest on the interim financing, we shall reduce Borrower's debt with regard to the outstanding principal balance of the 504 Project (the "504 Debt") to us in the full amount of the payment, allocate the remaining debt to long-term financing as previously represented, and send to the SBA (Attn: Legal Division), with a copy to SomerCor, a confirmation letter containing the following:

1. Certification of receipt of funds from the Central Fiscal Agent.
2. Certification that the 504 Debt to us has been reduced by the full amount received and the balance of the debt has been allocated to long-term financing.
3. Certification of the outstanding principal and interest remaining on the 504 Debt after the reduction and allocation.
4. Reaffirmation of the promises contained in this letter.
5. A copy of the canceled interim note and a release or assignment to the SBA of our mortgage relating to the interim financing, if applicable.

We understand that if the Borrower makes further payments on the 504 Debt before the expected pay-off date, there will be an overpayment of the interim financing portion of the loan. Nothing contained herein shall be construed to be a waiver of any existing rights to such payments, however, we understand that it is expected that any necessary adjustments will be made between Borrower and us.

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We acknowledge and consent to the Borrower's grant to CDC (and, by way of assignment, to the SBA) of a mortgage on the Property.

Midwest Bank and Trust Company f/k/a  
Royal American Bank

Date: 6/6/07

By: [Signature]

Title: SENIOR V.P.

The undersigned, a Notary Public in and for said County and the State aforesaid, does hereby certify that Christopher A. [Signature] of the SR Vice Pres. of Midwest Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered said instrument as h free and voluntary act as such officer, and as the free and voluntary act of the aforesaid company, for the use and purpose herein set forth.

GIVEN under my hand and notarial seal this 6 day of June, 2007.

(NOTARIAL SEAL)

Notary Public: [Signature]

My commission expires: 11-20-07

Official Seal  
Denise M Lawrenz  
Notary Public State of Illinois  
My Commission Expires 11/20/2009

Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

LOTS 1, 6 AND 9 IN GREENWORKS SUBDIVISION A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common      2900 W. Ferdinand Street  
Address:      Chicago, Illinois 60612

PIN#:          16-12-114-019  
                  16-12-113-031  
                  16-12-114-014

Property of Cook County Clerk's Office