

# UNOFFICIAL COPY



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

**Doc#:** 0720509001 **Fee:** \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/24/2007 08:56 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 LASALLE BANK NA 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: 27592160-05  
CDC: SOMERCOR 504, INC.  
BORROWER: 2864 E. 95th Street, LLC  
SBC: Solis Stone Fabrication, Inc.

Ladies and Gentlemen:

We understand that SomerCor 504, Inc. ("Lender") intends to make a loan to 2864 E. 95th Street, 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 Solis Stone Fabrication, 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 \$500,000.00. The loan proceeds were used by the Borrower, to fund, in part, the purchase of the land and building located at 2864 E. 95th St. 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 June 26, 2007.

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 \$1,260,000.00. Upon payment of the net debenture proceeds, the principal balance of our permanent first loan will be \$700,000.00. We have delivered true and complete copies of the interim and permanent financing documents to SomerCor. As of August 15, 2007, the expected date of the debenture sale for this 504 Project, the accrued interest on the interim financing portion will be \$2,566.67 (based on 15 days/360), 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.

LaSalle Bank NA

Date: 7/26/07

By: Rudy Gonzalez

Title: VP

The undersigned, a Notary Public in and for said County and the State aforesaid, does hereby certify that Rudy Gonzalez, the VP of LaSalle Bank NA, 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 his 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 20 day of July, 2007.

(NOTARIAL SEAL)



Notary Public: Lourdes Coca

My commission expires: 10/26/07

Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 13, 14, 15, 16 17 AND THE EAST 1/2 OF LOT 18 IN BLOCK 104; ALSO THAT OF THE VACATED ALLEY LYING NORTH OF ADJOINING LOTS 13, 14, 15, 16, 17 AND THE EAST 1/2 OF LOT 18, IN BLOCK 104 IN SOUTH CHICAGO, BEING A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL DOCK COMPANY OF THE EAST 1/2 OF THE WEST 1/2 AND PARTS OF THE EAST FRACTIONAL 2/3 OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE AND THAT PART OF SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE LYING NORTH OF THE MICHIGAN SOUTHERN RAILROAD AND FRACTIONAL SECTION 5, NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT RECORDED JANUARY 17, 1984 IN BOOK 7, PAGE 7 TO 10 AS DOCUMENT NUMBER 145821.

#### PARCEL 2:

THE WEST 1/2 OF LOT 18 AND ALL OF LOT 19 TO 23 BOTH INCLUSIVE IN BLOCK 104 AND THE VACATED PUBLIC ALLEY, NORTH OF THE ADJOINING THE WEST 1/2 OF LOT 18 AND ALL OF LOTS 19 TO 23 IN SAID BLOCK 104 IN THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF PARTS OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE EAST 1/2 OF VACATED MUSKEGAN AVENUE ADJACENT TO THE WEST OF LOT 23 IN BLOCK 104 IN THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION FROM THE NORTH RIGHT OF WAY LINE OF 95TH STREET NORTH TO THE SOUTH RIGHT OF WAY LINE OF THE C.R.I. AND R. RAILROAD.

Common      2864 E. 95th Street  
Address:      Chicago, IL 60617

PIN#:          26-06-420-001-0000  
                 26-06-420-002-0000