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This instrument prepared by
and please return to:
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Doc#: 0800460008 Fee: \$44.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/04/2008 09:47 AM Pg: 1 of 11

COMMONLY KNOWN AS: 1314 Ridge, Evanston, Illinois
P.I.N.: 11-18-325-009-0000

COMMONLY KNOWN AS: 1311 Asbury Avenue, Evanston, Illinois
P.I.N.: 11-18-325-012-0000

COMMONLY KNOWN AS: 1321 Asbury Avenue, Evanston, Illinois
P.I.N.: 11-18-325-016-0000

FOURTH LOAN MODIFICATION AGREEMENT

This instrument is a Fourth Loan Modification Agreement ("Fourth Modification") among The PrivateBank and Trust Company, an Illinois banking corporation ("Lender"), Asbury Ridge, LLC, an Illinois limited liability company ("Borrower"), and Vladimir Novakovic and Manoocher Niazmand (collectively "Guarantors").

RECITALS:

A. On August 23, 2004, Borrower, Guarantors and Lender entered into a Construction Loan Agreement ("Loan Agreement"), pursuant to which Borrower executed and delivered to Lender a Promissory Note Evidencing a Non-Revolver Line of Credit in the amount of \$6,600,000.00 ("Original Note"), which evidenced a loan in the amount of \$6,600,000.00 ("Original Loan"). The proceeds of the Original Loan are being used to convert a 15,000 square-

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foot building, a 8,000 square-foot coach house and vacant space comprising the Real Estate into seven (7) home sites for development ("Lots") and six (6) condominium units ("Units"). To secure the Original Note, Borrower and Guarantors executed and delivered to Lender the following documents (collectively "Security Documents"):

1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Mortgage") executed by Borrower and covering the Real Estate, which was recorded with the Cook County Recorder of Deeds on September 21, 2005 as Document No. 0526434050;

2. Guaranties of Note, Mortgage, Loan Agreement and Other Undertakings of Guarantors executed by Guarantors (the "Original Guaranties");

3. an Environmental, ADA and ERISA Indemnification Agreement executed by Borrower and Guarantors;

4. UCC Financing Statements; and

5. other documents of a security, collateral and evidentiary nature.

C. On or about September 30, 2005, Borrower, Guarantors and Lender entered into a Loan Modification Agreement ("Modification") pursuant to which Lender agreed to extend the date for payment of the Original Loan from August 1, 2005 to August 1, 2006. The Modification was recorded with the Cook County Recorder of Deeds on March 13, 2006, as Document No. 0607232000.

D. On June 21, 2006, Borrower, Guarantors and Lender entered into a Second Loan Modification Agreement ("Second Modification") pursuant to which Lender agreed to increase the amount of the Original Loan from \$6,600,000.00 to \$7,075,000.00 ("Revised Loan"). Concurrently therewith, Borrower executed a Promissory Note Evidencing a Non-Revolver

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Line of Credit in the amount of \$7,075,000.00 ("Revised Note"), and Guarantors executed Guaranties of Revised Note, Mortgage, Loan Agreement and Second Modification ("Revised Guaranties"). The Second Modification was recorded with the Cook County Recorder of Deeds on June 29, 2006, as Document No. 0618034089.

E. As of August 1, 2006, Borrower, Guarantors and Lender entered into a Third Loan Modification Agreement ("Third Modification") pursuant to which Lender agreed to extend the date for payment of the Revised Loan from August 1, 2006 to August 1, 2007. The Third Modification was recorded with the Cook County Recorder of Deeds on December 26, 2006, as Document No. 0630071203.

F. The outstanding principal balance of the Revised Loan is currently \$7,065,740.00. Borrower has now requested Lender to increase the amount of the Revised Loan to \$8,175,000.00, and to extend the date for payment of the Revised Loan from August 1, 2007 until October 1, 2007 (collectively "Second Revised Loan"). 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. The Revised Note is hereby replaced in its entirety with a Promissory Note Evidencing a Non-Revolver Line of Credit in the amount of \$8,175,000.00 ("Second Revised Note") a copy of which is attached hereto as Exhibit B. The Security Documents are hereby modified and amended to secure the Second Revised Note, and all references to the Original Note or Revised Note in the Security Documents are modified and amended to refer to the Second Revised Note in place thereof. All amounts presently outstanding on the Original Note

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and Revised Note shall be deemed outstanding on the Second Revised Note. All interest charged on and all payments made on the Original Note and Revised previously are unchanged.

2. Borrower and Guarantors hereby acknowledge and agree that the Interest Reserve (as defined in the Loan Agreement) is depleted. Borrower and Guarantors hereby acknowledge and agree that the amount of \$405,000.00 of the proceeds of the Second Revised Loan will be used to replenish the Interest Reserve. Lender shall continue to disburse funds from the Interest Reserve for payments of interest due under the Second Revised Note. In the event that the Interest Reserve is depleted, Borrower and Guarantors agree to make all interest payments due under the Second Revised Note from their own funds.

3. This Fourth Modification shall be effective upon Lender's receipt of this Fourth Modification executed by the parties hereto and the following documents and items:

- (a) the Second Revised Note executed by Borrower;
- (b) Guaranties of Second Revised Note, Mortgage, Loan Agreement and Fourth Modification and Other Undertakings executed by Guarantors;
- (c) a date down endorsement to Lender's loan title insurance policy which insures the Mortgage as modified by this Fourth Modification as a first lien on the Real Estate with increased insurance to \$8,175,000.00, subject only to such exceptions as Lender shall permit;
- (d) updated certificates of insurance for the Real Estate as are required by the Mortgage;
- (e) a Borrowing Resolution of Borrower;
- (f) a printout from the Secretary of State of Illinois' website showing that Borrower is in good standing as an Illinois limited liability company;

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- (g) certified copies of all outstanding real estate sale contracts for unsold Units or Lots;
- (h) updated sworn owner's and contractor's statements;
- (i) an updated construction budget and schedule; and
- (j) a loan settlement statement showing payment of Lender's fee in the amount of \$11,000.00 plus expenses as set forth in Section 7 hereof.

4. This Fourth 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 the Second Revised Note ("Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified. 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 the covenants, conditions and agreements therein contained or contained in the Second Revised Note.

5. 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.

6. Borrower and Guarantors hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

7. Borrower hereby agrees to pay all of Lender's expenses arising out of and in connection with this Fourth Modification including, but not limited to, title insurance premiums, recording fees and attorneys' fees performed in the preparation of necessary documentation.

8. Guarantors hereby acknowledge that the Original Guaranties and Revised Guaranties are hereby replaced in their entirety with the Second Revised Guaranties. Guarantors

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hereby expressly acknowledge and confirm that by executing this Fourth Modification, Lender has not waived, altered or modified Lender's rights under any of the Loan Documents to amend, extend, renew or modify or otherwise deal with the obligations of the parties hereto or any of the security given to Lender in connection therewith without the consent of Guarantors and without such action releasing, modifying, or affecting the obligations of Guarantors or affecting the security heretofore granted to Lender.

9. BORROWER AND GUARANTORS 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 THE REVISED NOTE AS HEREBY REVISED, THE MORTGAGE OR THIS FOURTH MODIFICATION, OR ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH LENDER, BORROWER AND GUARANTORS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER OR GUARANTORS, OR ANY OF THEM.

10. BORROWER AND GUARANTORS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON AND BORROWER AND GUARANTORS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWER AND GUARANTORS HEREBY

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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. BORROWER AND GUARANTORS 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 BORROWER AND GUARANTORS AT THEIR ADDRESSES AS SPECIFIED IN THE RECORDS OF LENDER. BORROWER AND GUARANTORS 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.

BORROWER AND GUARANTORS 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 HEREIN ABOVE 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 BORROWER OR GUARANTORS OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

11. Borrower and Guarantors warrant to Lender that neither Borrower nor Guarantors nor any affiliate is identified in any list of known or suspected terrorists published by an 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

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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 and Guarantors covenant to lender that if they become aware that they or any affiliate is identified on any Blocked Persons List, Borrower and Guarantors shall immediately notify lender in writing of such information. Borrower and Guarantors further agree that in the event they or any affiliate is 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, 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 undersigned have caused this Fourth Modification to be executed and delivered on April _____, 2007.

LENDER:

The PrivateBank and Trust Company,
an Illinois banking corporation

By: [Signature]
Its Managing Director

BORROWER:

Asbury Ridge, LLC, an Illinois
limited liability company

By: [Signature]
Manoocher M. Niazmand, Manager

By: [Signature]
Vladimir Novakovic, Manager

GUARANTORS:

[Signature]
Manoocher M. Niazmand

[Signature]
Vladimir Novakovic

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does 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 _____, 2007.

Notary Public

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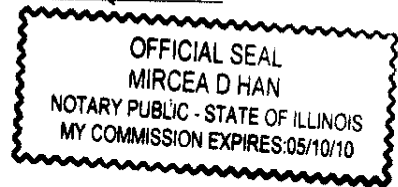
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Vladimir Novakovic, individually and as a member of Asbury Ridge, LLC, an Illinois liability 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 he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 4.30, 2007.

Mircea D. Han
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)



The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Manoocher Niazmand, individually and as a member of Asbury Ridge, LLC, an Illinois liability 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 he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 4.30, 2007.

Mircea D. Han
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 1, 2, 3, 4, 5 AND 6 IN BUELL'S SUBDIVISION OF LOTS 3, 4 AND 5 (EXCEPT PART TAKEN FOR DEMPSTER STREET) IN OWNER'S SUBDIVISION OF BLOCK 44 IN EVANSTON IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1314 Ridge, Evanston, Illinois
P.I.N.: 11-18-325-009-0000

PARCEL 2:

LOT 14 (EXCEPT THE SOUTH 33 FEET THEREOF) IN BLOCK 44 IN EVANSTON IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 AND SECS 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1311 Asbury Avenue, Evanston, Illinois
P.I.N.: 11-18-325-012-0000

PARCEL 3:

LOTS 4 AND 5 TOGETHER WITH THAT PART OF LOT 1 LYING EAST OF AND ADJOINING SAID LOTS 4 AND 5 AND WEST OF THE EAST LINE OF LOT 2 EXTENDED SOUTH TO THE SOUTH LINE OF LOT 1 ALL IN SUBDIVISION OF LOT 1 AND 2 OF OWNER'S SUBDIVISION IN BLOCK 44 OF EVANSTON IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 AND SECTIONS 7, 18 AND 19 TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1321 Asbury Avenue, Evanston, Illinois
P.I.N.: 11-18-325-016-0000

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Loan # 261521-9002

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