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RECORDATION REQUESTED BY:

Crowley Barrett & Karaba, Ltd.
20 S. Clark Street, Suite 2310
Chicago, IL 60603-1806
Attention: Tonya M. Parravano, Esq.

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:

Crowley Barrett & Karaba, Ltd.
20 S. Clark Street, Suite 2310
Chicago, IL 60603-1806
Attention: Tonya M. Parravano, Esq.



Doc#: 0800746037 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/07/2008 11:44 AM Pg: 1 of 9

FOURTH MODIFICATION AND EXTENSION AGREEMENT

THIS FOURTH MODIFICATION AND EXTENSION AGREEMENT is made as of November 5, 2007, by and between INTEGRA BANK, N.A., as successor by merger to PRAIRIE BANK AND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated October 3, 2001 and known as Trust No. 01-089 ("Trustee" or "Trust") and INTEGRA BANK, N.A., a national banking association successor by merger to PRAIRIE BANK AND TRUST COMPANY, an Illinois banking corporation ("Lender").

WITNESSETH:

WHEREAS, on or about November 5, 2004, Lender made a loan to the Trust and the beneficiary of the Trust (the "**Beneficiary**"; the Trust and the Beneficiary are sometimes hereinafter jointly referred to as "**Borrower**") in the amount of TWO MILLION FOUR HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED NINETEEN AND 00/100 DOLLARS (\$2,465,419.00) (the "**Loan**") to finance construction and development of a twenty (20) unit residential condominium building upon the real property commonly known as 2523 West 183rd Street, Homewood, Cook County, Illinois 60430, as legally described in Exhibit A hereto (the "**Real Property**");

WHEREAS, the Beneficiary owns one hundred percent (100%) of the beneficial interest in and power of direction under the Trust;

WHEREAS, the Loan is evidenced and secured by the following instruments, each dated as of November 5, 2004, unless otherwise noted (collectively, as modified and amended from time to time, the "**Loan Documents**");

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1. Construction Loan Agreement made by and between Borrower and Lender (the "**Loan Agreement**");
2. Construction Note made by Borrower payable to Lender in the amount of TWO MILLION FOUR HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED NINETEEN AND 00/100 DOLLARS (\$2,465,419.00) (the "**Note**");
3. Construction Mortgage from the Trust to Lender covering the Real Property, and recorded in the Cook County Recorder's Office, Cook County, Illinois on November 19, 2004 as Document No. 0432446209 (the "**Mortgage**");
4. Assignment of Rents and Leases from the Trust to Lender covering the Real Property, and recorded in the Cook County Recorder's Office, Cook County, Illinois on November 19, 2004 as Document No. 0432446210;
5. Guaranty executed by certain guarantors of the Loan (the "**Guarantors**") to and for the benefit of Lender (the "**Guaranty**");
6. Guaranty of Completion and Performance executed by the Guarantors;
7. Environmental Indemnity Agreement executed by the Beneficiary and the Guarantors;
8. Security Agreement (Assignment of Beneficial Interest) executed by the Beneficiary;
9. Collateral Assignment of Construction Contract executed by the Beneficiary;
10. Collateral Assignment of Architect's Contract executed by the Beneficiary;
11. UCC Financing Statements;
12. Disbursement Authorization executed by the Beneficiary; and
13. any and all other documents and instruments given at any time to evidence and secure the Loan.

WHEREAS, all initially capitalized terms used but not defined herein shall have the meaning set forth for such terms in the Loan Agreement;

WHEREAS, as a condition precedent to the making of the Loan, Borrower caused to be executed and delivered to Lender that certain Subordination Agreement by and between Lender, as senior mortgagee, and Joanne Yangas, as Independent Executor of the Estate of Anna O. Yangas, as successor-in-interest and heir to the Estate of Louis P. Yangas, as junior mortgagee, recorded in the Cook County Recorder's Office, Cook County, Illinois, on November 19, 2004, as Document No. 0432446211;

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WHEREAS, the terms and provisions of the Loan Documents were modified and amended by the Modification and Extension Agreement dated May 5, 2006, recorded in the Cook County Recorder's Office, Cook County, Illinois, on October 6, 2006 as Document No. 0627946173 (the "**First Modification Agreement**"), whereby, among other things, the Loan Amount was increased to \$2,665,000.00 and the Maturity Date was extended to November 5, 2006;

WHEREAS, the terms and provisions of the Loan Documents were further modified and amended by the Second Modification and Extension Agreement dated November 5, 2006, recorded in the Cook County Recorder's Office, Cook County, Illinois, on December 7, 2006 as Document No. 0634108292 (the "**Second Modification Agreement**"), whereby, among other things, the Maturity Date was extended to May 5, 2007;

WHEREAS, the terms and provisions of the Loan Documents were further modified and amended by the Third Modification and Extension Agreement dated May ____, 2007, recorded in the Cook County Recorder's Office, Cook County, Illinois, on _____ as Document No. _____ (the "**Third Modification Agreement**"), whereby, among other things, the Loan Amount was increased to \$3,125,000.00 and the Maturity Date was extended to November 5, 2007;

WHEREAS, as of the date hereof, there is a principal balance on the Loan in the amount of TWO MILLION THREE HUNDRED SEVENTY-NINE THOUSAND FIFTY-FIVE AND 57/100 DOLLARS (\$2,397,055.00);

WHEREAS, Borrower has requested and Lender has agreed to consent to the extension of the Maturity Date of the Loan, subject to the terms and conditions herein provided; and

WHEREAS, the parties hereto have agreed to modify the Loan Documents as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Loan Fee and Costs**. As a condition precedent to the extension of the Maturity Date as provided herein, Borrower shall pay to Lender a non-refundable loan fee in the amount of TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250.00), plus all of Lender's out-of-pocket expenses, including attorneys' fees, incurred in connection with the preparation, negotiation and/or recording of this Agreement.

2. **Modification of Loan Documents**. Subject to the terms and provisions herein contained, and subject to the payment of the loan fee described herein, the terms and provisions of the Loan Agreement, and the corresponding provisions of the other Loan Documents, are hereby modified and amended effective as of the date hereof, so as to extend the Maturity Date of the Loan to March 5, 2008.

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3. **Consent and Reaffirmation.** Simultaneously with the execution and delivery of this Agreement, Beneficiary and the Guarantors shall execute and deliver to Lender an Acknowledgement and Consent agreeing to the terms of this Agreement (the "Consent").

4. **Reaffirmation of Loan Documents.** Except as expressly herein provided, the Borrower and the Guarantors hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Loan Documents (as such documents were modified by the First Modification Agreement, Second Modification Agreement and Third Modification Agreement), and further agree that said terms, provisions, representations and warranties shall remain in full force and effect. By execution of the Consent, Beneficiary and Guarantors further acknowledge that nothing contained herein shall be construed to limit or release the liability or obligations of Borrower or any Guarantor under the Loan Documents.

5. **No Defenses.** By execution of the Consent, Borrower and Guarantors represent to Lender that they have no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Documents or any amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to any collateral for the Loan. Without limiting the generality of the foregoing, Borrower and Guarantors release and forever discharge Lender, its affiliates, and each of its officers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documents.

6. **Disclaimer.** By execution of this Agreement and the Consent, Borrower and Guarantors expressly disclaim any reliance on any oral representation made by Lender with respect to the subject matter of this Agreement. Borrower and the Guarantors acknowledge and agree that Lender is specifically relying upon the representations, warranties, releases and agreements contained herein, and that this Agreement is executed by the undersigned and delivered to Lender as an inducement to extend the term of the Loan.

7. **Costs.** Borrower agrees to pay upon demand all of Lender's out-of-pocket expenses, including attorneys' fees, incurred in connection with the preparation, negotiation and/or recording of this Agreement. Lender may pay someone else to help collect the Loan, and Borrower will pay that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and legal expenses, whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also will pay any court costs, in addition to all other sums provided by law.

8. **Jurisdiction, Jury Waiver.** This Agreement and the Consent have been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, under the Loan Documents, this Agreement or any documents executed in connection herewith, each of the undersigned agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, the State of Illinois. **EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR**

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COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHERS. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

9. **Successors and Assigns.** All covenants and agreements contained by or on behalf of the parties hereto, as applicable, shall bind their respective successors and assigns and shall inure to the benefit of Lender, its successors and assigns. Borrower shall not, however, have the right to assign its rights under this Agreement or the Loan Documents or any interest therein, without the prior written consent of Lender.

10. **Counterparts.** This Agreement and the Consent may be executed by the parties hereto in any number of counterparts, each of which shall constitute an original document, and all of which when taken together shall constitute one and the same agreement.

11. **Trustee Exculpation.** This Agreement is executed by Integra Bank, N.A., not personally, but in its capacity as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Integra Bank, N.A. hereby warrants that it possesses full power and authority to execute this instrument as such Trustee), and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on Integra Bank, N.A. personally to pay said Note or any interest that may accrue thereon, or any Indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and acknowledged as of the day and year first above written.

INTEGRA BANK, N.A., not personally,
but as successor Trustee to Prairie Bank and
Trust Company under Trust Agreement
dated October 3, 2001 and known as Trust
No. 01-089

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee with in Iowa purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that the portion of the Trust properly specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against INTEGRA BANK N.A. under said Trust Agreement, or consent of this instrument or in respect of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

INTEGRA BANK N.A.

By: [Signature]
Its Trust Officer

ATTEST

By: [Signature]
Its Assistant Trust Officer
COMM. LOAN

IN WITNESS WHEREOF, Lender has caused these presents to be executed the day and year first above written.

INTEGRA BANK, N.A., successor by merger to
PRAIRIE BANK AND TRUST COMPANY, an
Illinois banking corporation

By: [Signature]
JoAnn T. Camp
Senior Vice President

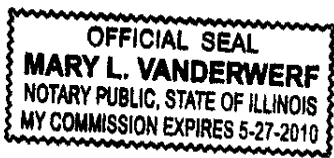
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TRUSTEE'S ACKNOWLEDGEMENT

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 MARY M. FINN, as Trust Officer, and Andy Crosby, as Commissioner of of INTEGRA BANK, N.A., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Commissioner of respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that the Trust Officer, as custodian of the corporate seal of said Trustee, did affix the seal of said Trustee to said instrument as the free and voluntary act of said Trust Officer and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of December, 2007.



Mary L. Vanderwerf
NOTARY PUBLIC

My Commission Expires:
May 27, 2010

COOK COUNTY Clerk's Office

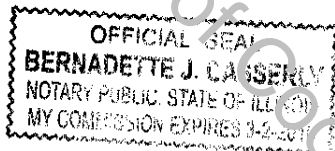
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LENDER'S ACKNOWLEDGEMENT

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 JOANN T. CAMP, personally known to me to be the Senior Vice President of **INTEGRA BANK, N.A.**, personally appeared before me this day in person and acknowledged that she signed and delivered the said instrument as 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 28th day of December, 2007.



Bernadette J. Caserly
 NOTARY PUBLIC

My Commission Expires:
3-2-2010

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION - THE REAL PROPERTY

THAT PART OF LOTS 1 AND 2 IN THE SUBDIVISION OF THE NORTH 462 FEET OF THAT PART OF THE NORTHWEST ¼ LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AND THAT PART OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE 33 FEET SOUTH (MEASURED AT RIGHT ANGLES) OF THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 6 WITH A LINE 560 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6; THENCE SOUTH ON SAID PARALLEL LINE A DISTANCE OF 120 FEET TO A POINT; THENCE WEST ON A LINE 153 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 6 A DISTANCE OF 60 FEET TO A POINT; THENCE SOUTH ON A LINE 500 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6, A DISTANCE OF 30 FEET TO A POINT; THENCE WEST ON A LINE 183 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 6, A DISTANCE OF 110 FEET TO A POINT; THENCE SOUTH ON A LINE 390 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6, A DISTANCE OF 279.10 FEET TO A POINT; THENCE WEST ON A STRAIGHT LINE WHICH MAKES AN ANGLE OF 89 DEGREES 58 MINUTES 15 SECONDS WITH THE LAST NAMED PARALLEL LINE WHEN TURNED FROM NORTH TO WEST, A DISTANCE OF 38.59 FEET TO A POINT; THENCE SOUTH ON A LINE 350.81 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6, TO THE POINT OF INTERSECTION WITH A LINE 180 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF FLOSSWOOD SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SAID SECTION 6; THENCE EASTERLY ON THE LAST NAMED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 581 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6; THENCE NORTH ON THE LAST NAMED PARALLEL LINE, A DISTANCE OF 286.95 FEET TO A POINT; THENCE EASTERLY ON A STRAIGHT LINE, SAID LINE WHICH IS 467 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF FLOSSWOOD SUBDIVISION, A DISTANCE OF 68 FEET TO A POINT; THENCE NORTHERLY ON A STRAIGHT LINE, SAID LINE WHICH IS 649 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 6, TO THE POINT OF INTERSECTION WITH A LINE 33 FEET SOUTH (AS MEASURED AT RIGHT ANGLES) OF THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 6; THENCE WESTERLY ON THE LAST NAMED LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common address: 2323 West 183rd Street
Homewood, Illinois 60430

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32-06-100-076-0000