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This document was prepared by,
and after recording, return to:

Polsinelli Shalton Flanigan Suelthaus
PC
180 North Stetson Avenue, Suite 4525
Chicago, Illinois 60601
Attention: Kimberly K. Enders, Esq.

Permanent Tax Index Number:

20-24-423-015-0000, Vol. 261

Property Address:

7014-16 South Merrill
Chicago, Illinois



Doc#: 0800931096 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/09/2008 02:54 PM Pg: 1 of 19

This space reserved for Recorders use only.

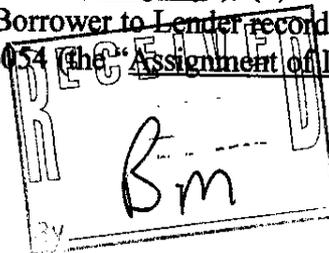
AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, MORTGAGE AND REAFFIRMATION OF GUARANTIES

This AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, MORTGAGE AND REAFFIRMATION OF GUARANTY dated as of December __, 2007 (the "Amendment"), is executed by SECOND CHANCE DEVELOPMENT LLC, an Illinois limited liability company (the "Borrower"), whose address is 20 Fairview Court, Clarendon Hills, Illinois 60514, EDGAR STEELE ("Guarantor"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank"), whose address is 135 South La Salle Street, Chicago, Illinois 60603.

RECITALS:

A. The Borrower and the Bank entered into that certain Construction Loan Agreement dated as of March 22, 2007 (the "Loan Agreement"), pursuant to which Loan Agreement the Bank has made a Loan to the Borrower evidenced by that certain Note dated as of March 22, 2007 in the maximum principal amount of SEVEN HUNDRED FIFTY FIVE THOUSAND AND NO/100 DOLLARS (\$755,000.00), executed by the Borrower and made payable to the order of the Bank (the "Note").

B. The Note is secured by, among other things, (i) that certain Mortgage, Assignment and Security Agreement dated March 22, 2007 from Borrower to Lender recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on May 2, 2007, as Document No. 0712226053 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit "A" hereto ("Property"), (ii) that certain Assignment of Rents and Leases dated March 22, 2007 from Borrower to Lender recorded in the Recorder's Office on May 2, 2007 as Document No. 0712226054 (the "Assignment of Leases"),



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(iii) that certain Environmental Indemnity Agreement dated March 22, 2007 from Borrower and its principal to Lender (the "Indemnity Agreement"), (iv) a Guaranty of Payment and Performance (the "Guaranty") executed by Guarantor, and (v) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. At the present time the Borrower, the Guarantor, and the Bank desire to extend the last day that the Conversion Date can occur for three (3) months from December 31, 2007 to April 1, 2008, pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrower, the Guarantor and the Bank hereby agree as follows:

AGREEMENTS:

1. RECITALS. The foregoing Recitals are hereby made a part of this Amendment.
2. DEFINITIONS. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Loan Agreement.
3. AMENDMENTS TO THE LOAN AGREEMENT.
 - 3.1 Construction Loan Agreement. The following definition of "Conversion Date" will be added to Section 1.1 of the Loan Agreement immediately preceding the definition of "Default Rate":

"Conversion Date: On or before April 1, 2008."
4. RESTATEMENT OF THE NOTE. The Note is hereby modified, amended and restated in its entirety to change the last day the Conversion Date can occur from December 31, 2007 to April 1, 2008 (the "Revised Note"). The Loan Documents are hereby modified and amended to secure the Revised Note and all references to the Note in the Loan Documents are modified and amended to refer to the Revised Note in place of the Note. Borrower must execute and deliver to Lender the Revised Note in form and content as attached as Exhibit "F" attached hereto.
5. REAFFIRMATION OF GUARANTY. The Guarantor hereby expressly: (a) consents to the execution by the Borrower and the Bank of this Amendment; (b) acknowledges that the "Payment Obligations" (as defined in the Guaranty) includes all of the obligations and liabilities owing from time to time by the Borrower to the Bank, including, but not limited to, the obligations and liabilities of the Borrower to the Bank under and pursuant to the Loan Agreement, as amended from time to time, and as evidenced by the Note, as modified, extended and/or replaced from time to time; (c) acknowledges that any Guarantor does not have any set-off, defense or counterclaim to the payment or performance of any of the obligations of the Borrower under the Loan Agreement or any Guarantor under the Guaranty; (d) reaffirms, assumes and binds itself in all respects to all of the obligations, liabilities, duties, covenants,

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terms and conditions that are contained in the Guaranty; (e) agrees that all such obligations and liabilities under the Guaranty shall continue in full force and that the execution and delivery of this Amendment to, and its acceptance by, the Bank shall not in any manner whatsoever (i) impair or affect the liability of Guarantor to the Lender under the Guaranty, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Bank at law, in equity or by statute, against any 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 any Guarantor under the Guaranty; and (f) represents and warrants that each of the representations and warranties made by the Guarantor in any of the documents executed in connection with the Loans remain true and correct as of the date hereof.

6. REPRESENTATIONS AND WARRANTIES. To induce the Bank to enter into this Amendment the Borrower hereby certifies, represents and warrants to the Bank that:

6.1 Organization. The Borrower is a limited liability company duly organized, existing and in good standing under the laws of the State of Illinois, with full and adequate power to carry on and conduct its business as presently conducted. The Borrower is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing. The Operating Agreement and Bylaws and Articles of Organization, Borrowing Resolution, and Incumbency Certificate of the Borrower have not been changed or amended since the most recent date that certified copies thereof were delivered to the Bank. The Borrower's state issued organizational identification number is 02127539. The exact legal name of the Borrower is as set forth in the preamble of this Amendment, and the Borrower currently does not conduct, nor has it during the last five (5) years conducted, business under any other name or trade name. The Borrower will not change its name, its organizational identification number, if it has one, its type of organization, its jurisdiction of organization or other legal structure.

6.2 Authorization. The Borrower is duly authorized to execute and deliver this Amendment and is and will continue to be duly authorized to borrow monies under the Loan Agreement, as amended hereby, and to perform its obligations under the Loan Agreement, as amended hereby.

6.3 No Conflicts. The execution and delivery of this Amendment and the performance by the Borrower of its obligations under the Loan Agreement, as amended hereby, do not and will not conflict with any provision of law or of the Articles of Organization of the Borrower or of any agreement binding upon the Borrower.

6.4 Validity and Binding Effect. The Loan Agreement, as amended hereby, is a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

6.5 Compliance with Loan Agreement. The representations and warranties set forth in Article 2 of the Loan Agreement, as amended hereby, are true and correct with the same effect as if such representations and warranties had been made on the date hereof, with the

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exception that all references to the financial statements shall mean the financial statements most recently delivered to the Bank and except for such changes as are specifically permitted under the Loan Agreement. In addition, the Borrower has complied with and is in compliance with all of the covenants set forth in the Loan Agreement, as amended hereby.

6.6 No Event of Default. As of the date hereof, no Event of Default under Section 11 of the Loan Agreement, as amended hereby, or event or condition which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred or is continuing.

7. CONDITIONS PRECEDENT. This Amendment shall become effective as of the date above first written after receipt by the Bank of the following:

7.1 Amendment. This Amendment executed by the Borrower, the Guarantor and the Bank.

7.2 Revised Note. The Revised Note executed by Borrower.

7.3 Resolutions. A certified copy of resolutions of members of the Borrower authorizing the execution, delivery and performance of this Amendment and the related loan documents.

7.4 Other Documents. Such other documents, certificates, resolutions and/or opinions of counsel as the Bank may request.

7.5 Expenses. Payment of Borrower's expenses as set forth in Section 8 hereof.

8. GENERAL.

8.1 Governing Law; Severability. This Amendment shall be construed in accordance with and governed by the laws of Illinois. Wherever possible each provision of the Loan Agreement and this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Loan Agreement and this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Loan Agreement and this Amendment.

8.2 Successors and Assigns. This Amendment shall be binding upon the Borrower, the Guarantor and the Bank and their respective successors and assigns, and shall inure to the benefit of the Borrower, the Guarantor, and the Bank and the successors and assigns of the Bank.

8.3 Continuing Force and Effect of Loan Documents and Guaranty. Except as specifically modified or amended by the terms of this Amendment, all other terms and provisions of the Loan Agreement and the other Loan Documents are incorporated by reference herein, and in all respects, shall continue in full force and effect. The Borrower, by execution of this Amendment, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights,

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covenants, terms and conditions that are contained in the Loan Agreement and the other Loan Documents.

8.4 References to Loan Agreement. Each reference in the Loan Agreement to "this Agreement", "hereunder", "hereof", or words of like import, and each reference to the Loan Agreement in any and all instruments or documents delivered in connection therewith, shall be deemed to refer to the Loan Agreement, as amended hereby.

8.5 Expenses. The Borrower shall pay all costs and expenses in connection with the preparation of this Amendment and other related loan documents, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of the Bank or any affiliate or parent of the Bank. The Borrower shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Amendment and the other instruments and documents to be delivered hereunder, and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

8.6 Counterparts. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

9. CONSENT TO JURISDICTION. TO INDUCE THE LENDER TO ACCEPT THE NOTE, THE BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO THE LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE NOTE AND THIS AMENDMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. THE BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON THE BORROWER, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE BORROWER AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

10. WAIVER OF JURY TRIAL. THE BORROWER AND THE LENDER (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS AMENDMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AMENDMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AMENDMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS AMENDMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

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11. **WAIVER OF DEFENSES.** OTHER THAN CLAIMS BASED UPON THE FAILURE OF THE LENDER TO ACT IN A COMMERCIALY REASONABLE MANNER, THE BORROWER WAIVES EVERY PRESENT AND FUTURE DEFENSE (OTHER THAN THE DEFENSE OF PAYMENT IN FULL), CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH THE BORROWER MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY THE LENDER IN ENFORCING THIS NOTE OR ANY OF THE LOAN DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER.

12. **CUSTOMER IDENTIFICATION - USA PATRIOT ACT NOTICE; OFAC AND BANK SECRECY ACT.** The Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and the Lender's policies and practices, the Lender is required to obtain, verify and record certain information and documentation that identifies the Borrower, which information includes the name and address of the Borrower and such other information that will allow the Lender to identify the Borrower in accordance with the Act. In addition, the Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Borrower or any subsidiary of the Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

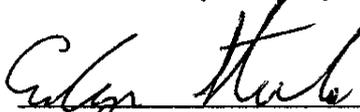
Signature Page Follows

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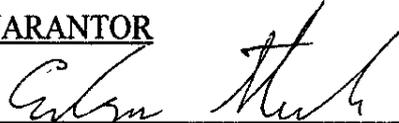
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Loan and Security Agreement and Reaffirmation of Guaranty of Payment and Performance as of the date first above written.

BORROWER

SECOND CHANCE DEVELOPMENT LLC, an Illinois limited liability company

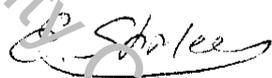
By: 
Name: Edgar Steele
Title: Managing Member

GUARANTOR


EDGAR STEELE

LENDER

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: 
Name: Ekaterina Shirley
Title: Vice President

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STATE OF ILLINOIS)
).SS
COUNTY OF COOK)

I Virginia F. Edwards a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EKaterina Shirlep, Vice Pres. of LaSalle Bank National Association, a national banking association, 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 said instrument as his 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 2nd day of January, 2007. 8



Virginia F. Edwards
Notary Public

My Commission Expires: 7-23-08

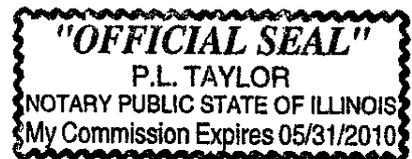
STATE OF ILLINOIS)
).SS
COUNTY OF COOK)

I P.L. Taylor, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edgar Steele, individually and as Manager of Second Chance Development LLC, an Illinois limited liability company, 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 said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of December, 2007.

P.L. Taylor
Notary Public

My Commission Expires: 5-31-10



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“EXHIBIT A”

LEGAL DESCRIPTION OF REAL ESTATE

LOT 21 (EXCEPT THE SOUTH 10-1/2 FEET) AND THE SOUTH 16 AND 1/2 FEET OF LOT 22 IN BLOCK 3 OF COMMISSIONER'S PARTITION OF A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS OF REAL ESTATE:

7014-13 South Merrill
Chicago, Illinois 60649

PERMANENT TAX IDENTIFICATION NUMBER:

20-24-423-015-0000, VOL. 261

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"EXHIBIT B"

REVISED PROMISSORY NOTE ("Revised Note")

\$755,000.00
Chicago, Illinois

No. _____

Date: December __, 2007

Maturity Date: April 1, 2008

Extended Maturity Date: January 1, 2038

1. AGREEMENT TO PAY. For value received, SECOND CHANCE DEVELOPMENT LLC, an Illinois limited liability company (the "Borrower"), hereby promises to pay to the order of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns (the "Lender"), the principal sum of a SEVEN HUNDRED FIFTY-FIVE THOUSAND AND 00/100 DOLLARS (\$755,000.00) (the "Loan"), on or before April 1, 2008 (the "Maturity Date"), at the place and in the manner hereinafter provided, together with interest thereon at the rate or rates described below, and any and all other amounts which may be due and payable hereunder or under any of the Loan Documents (as hereinafter defined) from time to time.

2. INTEREST RATE.

2.1. Interest Before Conversion and Prior to Default. Interest shall accrue on the principal balance of this Revised Note outstanding from the date of the first disbursement of funds through the last day of the month in which Conversion Date occurs at a floating per annum rate of interest (the "Construction Interest Rate") equal to the Prime Rate (as hereinafter defined), plus a half percent (.5%). Changes in the Floating Rate to be charged hereunder based on the Prime Rate shall take effect immediately upon the occurrence of any change in the Prime Rate. 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.

2.2. Interest After Conversion Prior to Default. Provided a Conversion (as hereinafter defined) of the Loan has occurred, from the first day of the month following the Conversion Date (as hereinafter defined) until January 1, 2013, interest on the outstanding principal balance of this Revised Note shall accrue at a per annum rate of interest of six and eighty-seven and one-half hundredths percent (6.875%) per annum ("Conversion Interest Rate"). On January 1, 2013, January 1, 2018, January 1, 2023, January 1, 2028 and January 1, 2033 (each date shall be known as an "Adjustment Date"), the rate of interest charged on this Revised Note shall change and interest on the outstanding principal balance of this Revised Note shall accrue at a per annum rate of interest (the "Adjusted Rate") equal to (i) two and seventy-five one-hundredths percent (2.75%), plus (ii) the yield (converted as necessary to an annual interest rate)

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"EXHIBIT B"

on United States Treasury Securities (as hereinafter defined) having a maturity date closest to the next Adjustment Date or the Maturity Date, as applicable, as displayed in the *Bloomberg Financial Markets* system at approximately 8:00 a.m. Chicago, Illinois time on the second (2nd) business day preceding the Adjustment Date (the "Determination Date"). As used herein, "United States Treasury Securities" means actively traded United States Treasury bonds, bills and notes, and if more than one issue of United States Treasury securities is scheduled to mature on or about the next Adjustment Date or the Maturity Date, as applicable, then to the extent possible, the United States Treasury Security maturing most recently prior to the Maturity Date will be chosen as the basis of the yield. Notwithstanding the foregoing, provided no Event of Default has occurred, the Adjusted Rate will not exceed eleven and eighty-seven and one-half hundredths percent (11.875%).

2.3. Interest After Default. From and after the Maturity Date or upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), interest shall accrue on the unpaid principal balance during any such period at an annual rate (the "Default Rate") equal to five percent (5.00%) plus the Interest Rate or Adjusted Rate most recently in effect; provided, however, in no event shall the Default Rate exceed the maximum rate permitted by law. The interest accruing under this section shall be immediately due and payable by the Borrower to the holder of this Revised Note upon demand and shall be additional indebtedness evidenced by this Revised Note.

2.4. Interest Calculation. Interest on this Revised 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 hereunder shall become due on a day other than a Business Day, 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.

3. PAYMENT TERMS.

3.1. Principal and Interest. Payments of principal and interest due under this Revised Note, if not sooner declared to be due in accordance with the provisions hereof, shall be made as follows:

(a) Commencing on May 1, 2007, and continuing on the first day of each month thereafter through and including the month in which the Conversion Date occurs, payments of interest shall be due and payable, and which amounts shall be (i) disbursed directly by the Lender from the Loan proceeds up to the amount of the Loan Interest Reserve when needed if the cash flow from the Premises (hereinafter defined) is insufficient and which, when advanced, shall constitute outstanding principal under this Revised Note, and (ii) otherwise paid directly by the Borrower from sources other than the proceeds of this Loan.

(b) The unpaid principal balance of this Revised Note, if not sooner paid or declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest thereon and any other amounts due and payable hereunder or under any of the Loan Documents shall be due and payable in full on the Maturity Date, unless

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“EXHIBIT B”

Borrower has elected to extend the due date of this Revised Note and has fulfilled the terms of conversion (“Conversion”) and Lender has issued its Conversion Certificate (“Conversion Certificate”) as provided in the Construction Loan Agreement executed concurrently herewith (the “Loan Agreement”).

(c) When Lender has issued its Conversion Certificate, but in no event later than April 1, 2008, the Loan will convert to a permanent loan (“Conversion Date”) and Borrower will commence making principal and interest payments.

(d) Commencing on the first day of the month after the Conversion Date, and continuing on the first day of each month thereafter through and including the month in which the first Adjustment Date occurs, payments of principal and interest each in the amount of Four Thousand Nine Hundred Fifty-Nine and 81/100 Dollars (\$4,959.81) or such other amount necessary to amortize the then outstanding Loan balance over a 360-month period at the Conversion Interest Rate shall be due and payable.

(e) On February 1, 2013, February 1, 2018, February 1, 2023, February 1, 2028 and February 1, 2033 (each date shall hereafter be referred to as an “Adjusted Payment Date”), the monthly payment shall be adjusted to a payment in the appropriate amount required to amortize, by the level rate amortization method, the outstanding principal balance of the Revised Note as of the Adjustment Date at such Adjusted Rate for a term of months determined by deducting from three hundred sixty (360) months the number of months elapsed from the first day of the month following the Conversion Date (“Adjusted Payment”). The Adjusted Payment shall be made on the Adjusted Payment Date and on the first day of each succeeding month thereafter until the next Adjusted Payment Date or January 1, 2038 (the “Extended Maturity Date”), whichever first occurs, and shall be applied first to interest at the Adjusted Rate and the remainder to principal.

(f) The unpaid principal balance of this Revised Note, if not sooner paid or declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest thereon and any other amounts due and payable hereunder or under any of the Loan Documents shall be due and payable in full on the Extended Maturity Date.

3.2. Application of Payments. Prior to the occurrence of an Event of Default, all payments and prepayments on account of the indebtedness evidenced by this Revised Note shall be applied as follows: (a) first, to fees, expenses, costs and other similar amounts then due and payable to the Lender, including, without limitation any prepayment premium, exit fee or late charges due hereunder, (b) second, to accrued and unpaid interest on the principal balance of this Revised Note, (c) third, to the payment of principal due in the month in which the payment or prepayment is made, (d) fourth, to any escrows, impounds or other amounts which may then be due and payable under the Loan Documents, (e) fifth, to any other amounts then due the Lender hereunder or under any of the Loan Documents, and (f) last, to the unpaid principal balance of this Revised Note in the inverse order of maturity. Any prepayment on account of the indebtedness evidenced by this Revised Note shall not extend or postpone the due date or reduce the amount of any subsequent monthly payment of principal and interest due hereunder. After an Event of Default has occurred and is continuing, payments may be applied by the Lender to

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“EXHIBIT B”

amounts owed hereunder and under the Loan Documents in such order as the Lender shall determine, in its sole discretion.

3.3. Method of Payments. All payments of principal and interest hereunder shall be paid by automatic debit, wire transfer, check or in coin or currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America and shall be made at such place as the Lender or the legal holder or holders of this Revised Note may from time to time appoint in the payment invoice or otherwise in writing, and in the absence of such appointment, then at the offices of the Lender at 135 South La Salle Street, Suite 2325, Chicago, Illinois 60603. Payment made by check shall be deemed paid on the date the Lender receives such check; provided, however, that if such check is subsequently returned to the Lender unpaid due to insufficient funds or otherwise, the payment shall not be deemed to have been made and shall continue to bear interest until collected. Notwithstanding the foregoing, the final payment due under this Revised Note must be made by wire transfer or other immediately available funds. Interest, principal payments and any fees and expenses owed the Lender from time to time will be deducted by the Lender automatically on the due date from the Borrower's account with the Lender, as designated in writing by the Borrower. The Borrower will maintain sufficient funds in the account on the dates the Lender enters debits authorized by this Revised Note. If there are insufficient funds in the account on the date the Lender enters any debit authorized by this Revised Note, the debit will be reversed. The Borrower may terminate this direct debt arrangement at any time by sending written notice to the Lender at the address specified above.

3.4. Late Charge. If any payment of interest or principal due hereunder is not made within fifteen (15) days after such payment is due in accordance with the terms hereof, then, in addition to the payment of the amount so due, the Borrower shall pay to the Lender a "late charge" of five cents for each whole dollar so overdue to defray part of the cost of collection and handling such late payment. The Borrower agrees that the damages to be sustained by the holder hereof for the detriment caused by any late payment are extremely difficult and impractical to ascertain, and that the amount of five cents for each one dollar due is a reasonable estimate of such damages, does not constitute interest, and is not a penalty.

3.5. Principal Prepayments. Provided that no Event of Default then exists, the Borrower may voluntarily prepay the principal balance of this Revised Note, in whole or in part, at any time on or after the date hereof upon five (5) days written notice.

3.6. Loan Fees. In consideration of the Lender's agreement to make the Loan, the Borrower shall pay to the Lender a non-refundable fee in the amount of Seven Thousand Five Hundred Fifty and 00/100 Dollars (\$7,550.00), which shall be due and payable in full as a condition precedent to the first disbursement of proceeds under this Revised Note.

4. SECURITY. This Revised Note is secured by that certain: (a) Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of even date herewith, executed by the Borrower to and for the benefit of the Lender (the "Mortgage"), creating a first mortgage lien on certain real property (the "Premises") legally described in Exhibit "A" attached to the Mortgage; (b) Assignment of Rents and Leases dated as of even date herewith, executed by the Borrower to and for the benefit of the Lender (the

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“Assignment of Rents”); (c) Guaranty of Payment dated as of even date herewith, executed by Edgar Steele (the “Guarantor”) to and for the benefit of the Lender (the “Guaranty”); and (d) Environmental Indemnity Agreement dated of even date herewith, jointly and severally executed by the Borrower and each Guarantor to and for the benefit of the Lender (the “Indemnity Agreement”); the Loan Agreement, the Mortgage, the Assignment of Rents, the Guaranty, the Indemnity Agreement and any and all other document now or hereafter given to evidence or secure payment of this Revised Note or delivered to induce the Lender to disburse the proceeds of the Loan, as such documents may hereafter be amended, restated or replaced from time to time, are hereinafter collectively referred to as the “Loan Documents”). Reference is hereby made to the Loan Documents (which are incorporated herein by reference as fully and with the same effect as if set forth herein at length) for a statement of the covenants and agreements contained therein, a statement of the rights, remedies, and security afforded thereby, and all matters therein contained.

5. EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Revised Note:

(a) the failure by the Borrower to pay (i) any installment of principal or interest payable pursuant to this Revised Note within five (5) days after the date when due, or (ii) any other amount payable to the Lender under this Revised Note, the Mortgage or any of the other Loan Documents within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof; or

(b) the occurrence of any “Event of Default” under the Mortgage or any of the other Loan Documents.

6. REMEDIES. At the election of the holder hereof, and without notice, the principal balance remaining unpaid under this Revised Note, and all unpaid interest accrued thereon and any other amounts due hereunder, shall be and become immediately due and payable in full upon the occurrence of any Event of Default. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of any subsequent Event of Default. No holder hereof shall, by any act of omission or commission, be deemed to waive any of its rights, remedies or powers hereunder or otherwise unless such waiver is in writing and signed by the holder hereof, and then only to the extent specifically set forth therein. The rights, remedies and powers of the holder hereof, as provided in this Revised Note, the Mortgage and in all of the other Loan Documents are cumulative and concurrent, and may be pursued singly, successively or together against the Borrower, any Guarantor hereof, the Premises and any other security given at any time to secure the repayment hereof, all at the sole discretion of the holder hereof. If any suit or action is instituted or attorneys are employed to collect this Revised Note or any part hereof, the Borrower promises and agrees to pay all costs of collection, including reasonable attorneys’ fees and court costs.

7. COVENANTS AND WAIVERS. The Borrower and all others who now or may at any time become liable for all or any part of the obligations evidenced hereby, expressly agree hereby to be jointly and severally bound, and jointly and severally: (i) waive and renounce any and all homestead, redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness evidenced by this Revised Note or by any

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extension or renewal hereof; (ii) waive presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor, and notice of protest; (iii) except as expressly provided in the Loan Documents, waive any and all notices in connection with the delivery and acceptance hereof and all other notices in connection with the performance, default, or enforcement of the payment hereof or hereunder; (iv) waive any and all lack of diligence and delays in the enforcement of the payment hereof; (v) agree that the liability of the Borrower and each guarantor, endorser or obligor shall be unconditional and without regard to the liability of any other person or entity for the payment hereof, and shall not in any manner be affected by any indulgence or forbearance granted or consented to by the Lender to any of them with respect hereto; (vi) consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by the Lender with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment hereof, or any part thereof, with or without substitution, and to the release of any person or entity liable for the payment hereof; and (vii) consent to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agree that the addition of any such makers, endorsers, guarantors or other obligors, or security shall not affect the liability of the Borrower, any guarantor and all others now liable for all or any part of the obligations evidenced hereby. This provision is a material inducement for the Lender making the Loan to the Borrower.

8. **GENERAL AGREEMENTS**

8.1. **Business Purpose Loan**. The Loan is a business loan which comes within the purview of Section 205/4, paragraph (1)(c) of Chapter 815 of the Illinois Compiled Statutes, as amended. The Borrower agrees that the Loan evidenced by this Revised Note is an exempted transaction under the Truth In Lending Act, 15 U.S.C., §1601, et seq.

8.2. **Time**. Time is of the essence hereof.

8.3. **Governing Law**. This Revised Note is governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the statutes, laws and decisions of the State of Illinois, without regard to its conflict of laws provisions.

8.4. **Amendments**. This Revised Note may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

8.5. **No Joint Venture**. The Lender shall not be construed for any purpose to be a partner, joint venturer, agent or associate of the Borrower or of any lessee, operator, concessionaire or licensee of the Borrower in the conduct of its business, and by the execution of this Revised Note, the Borrower agrees to indemnify, defend, and hold the Lender harmless from and against any and all damages, costs, expenses and liability that may be incurred by the Lender as a result of a claim that the Lender is such partner, joint venturer, agent or associate.

8.6. **Disbursement**. This Revised Note has been made and delivered at Chicago, Illinois and all funds disbursed to or for the benefit of the Borrower will be disbursed in Chicago, Illinois.

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"EXHIBIT B"

8.7. Joint and Several Obligations. If this Revised Note is executed by more than one party, the obligations and liabilities of each Borrower under this Revised Note shall be joint and several and shall be binding upon and enforceable against each Borrower and their respective successors and assigns. This Revised Note shall inure to the benefit of and may be enforced by the Lender and its successors and assigns.

8.8. Severable Loan Provisions. If any provision of this Revised Note is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Borrower and the Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

8.9. Interest Limitation. If the interest provisions herein or in any of the Loan Documents shall result at any time during the Loan, in an effective rate of interest which, for any month, exceeds the limit of usury or other laws applicable to the Loan, all sums in excess of those lawfully collectible as interest of the period in question shall, without further agreement or notice between or by any party hereo, be applied upon principal immediately upon receipt of such monies by the Lender, with the same force and effect as though the payer has specifically designated such extra sums to be so applied to principal and the Lender had agreed to accept such extra payment(s) as a premium-free prepayment. Notwithstanding the foregoing, however, the Lender may at any time and from time to time elect by notice in writing to the Borrower to reduce or limit the collection to such sums which, when added to the said first-stated interest, shall not result in any payments toward principal in accordance with the requirements of the preceding sentence. In no event shall any agreed to or actual exaction as consideration for this Loan transcend the limits imposed or provided by the law applicable to this transaction or the makers hereof in the jurisdiction in which the Premises are located for the use or detention of money or for forbearance in seeking its collection.

8.10. Assignability. The Lender may at any time assign its rights in this Revised Note and the Loan Documents, or any part thereof and transfer its rights in any or all of the collateral, and the Lender thereafter shall be relieved from all liability with respect to such collateral. In addition, the Lender may at any time sell one or more participations in the Revised Note. The Borrower may not assign its interest in this Revised Note, or any other agreement with the Lender or any portion thereof, either voluntarily or by operation of law, without the prior written consent of the Lender

9. NOTICES. All notices required under this Revised Note will be in writing and will be transmitted in the manner and to the addresses required by the Mortgage, or to such other addresses as the Lender and the Borrower may specify from time to time in writing.

10. CONSENT TO JURISDICTION. TO INDUCE THE LENDER TO ACCEPT THIS REVISED NOTE, THE BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO THE LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS REVISED NOTE WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. THE BORROWER

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HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON THE BORROWER, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE BORROWER AT THE ADDRESS STATED IN THE MORTGAGE AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

11. WAIVER OF JURY TRIAL. THE BORROWER AND THE LENDER (BY ACCEPTANCE OF THIS REVISED NOTE), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS REVISED NOTE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS REVISED NOTE OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS REVISED NOTE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE LENDER ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

12. WAIVER OF DEFENSES OTHER THAN CLAIMS BASED UPON THE FAILURE OF THE LENDER TO ACT IN A COMMERCIALLY REASONABLE MANNER, THE BORROWER WAIVES EVERY PRESENT AND FUTURE DEFENSE (OTHER THAN THE DEFENSE OF PAYMENT IN FULL), CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH THE BORROWER MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY THE LENDER IN ENFORCING THIS REVISED NOTE OR ANY OF THE LOAN DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER.

13. CUSTOMER IDENTIFICATION - USA PATRIOT ACT NOTICE; OFAC AND BANK SECRECY ACT. The Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and the Lender's policies and practices, the Lender is required to obtain, verify and record certain information and documentation that identifies the Borrower, which information includes the name and address of the Borrower and such other information that will allow the Lender to identify the Borrower in accordance with the Act. In addition, the Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Borrower or any subsidiary of the Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

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14. EXPENSES AND INDEMNIFICATION. The Borrower shall pay all costs and expenses incurred by the Lender in connection with the preparation of this Revised Note and the Loan Documents, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of the Lender or any affiliate or parent corporation of the Lender. The Borrower shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Revised Note and the other instruments and documents to be delivered hereunder, and agrees to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses. The Borrower hereby authorizes the Bank to charge any account of the Borrower with the Bank for all sums due under this section. The Borrower also agrees to defend (with counsel satisfactory to the Lender), protect, indemnify and hold harmless the Lender, any parent corporation, affiliated corporation or subsidiary of the Lender, and each of their respective officers, directors, employees, attorneys and agents (each, an "Indemnified Party") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and distributions of any kind or nature (including, without limitation, the disbursements and the reasonable fees of counsel for each Indemnified Party thereto, which shall also include, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of the Lender or any parent or affiliated corporation of the Lender), which may be imposed on, incurred by, or asserted against, any Indemnified Party (whether direct, indirect or consequential and whether based on any federal, state or local laws or regulations, including, without limitation, securities, environmental laws and commercial laws and regulations, under common law or in equity, or based on contract or otherwise) in any manner relating to or arising out of this Revised Note or any of the Loan Documents, or any act, event or transaction related or attendant thereto, the preparation, execution and delivery of this Revised Note and the Loan Documents, the making or issuance and management of the Loan, the use or intended use of the proceeds of the Loan and the enforcement of the Lender's rights and remedies under this Revised Note, the Loan Documents, any other instruments and documents delivered hereunder or thereunder, or under any other agreement between the Borrower and the Lender; provided, however, that the Borrower shall not have any obligation hereunder to any Indemnified Party with respect to matters caused by or resulting from the willful misconduct or gross negligence of such Indemnified Party. To the extent that the undertaking to indemnify set forth in the preceding sentence may be unenforceable because it violates any law or public policy, the Borrower shall satisfy such undertaking to the maximum extent permitted by applicable law. Any liability, obligation, loss, damage, penalty, cost or expense covered by this indemnity shall be paid to such Indemnified Party on demand, and failing prompt payment, together with interest thereon at the Default Rate from the date incurred by such Indemnified Party until paid by the Borrower, shall be added to the obligations of the Borrower evidenced by this Revised Note and secured by the collateral securing this Revised Note. This indemnity is not intended to excuse the Lender from performing hereunder. The provisions of this section shall survive the closing of the Loan, the satisfaction and payment of this Revised Note and any cancellation of the Loan Documents. The Borrower shall also pay, and hold the Lender harmless from, any and all claims of any brokers, finders or agents claiming a right to any fees in connection with arranging the Loan. The Lender hereby represents that it has not employed a broker or other finder in connection with the Loan. The Borrower represents and warrants that no brokerage commissions or finder's fees are to be paid in connection with the Loan.

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"EXHIBIT B"

IN WITNESS WHEREOF, the Borrower has executed and delivered this Revised Promissory Note as of the day and year first above written.

SECOND CHANCE DEVELOPMENT LLC, an
Illinois limited liability company

By: _____
Name: Edgar Steele
Title: Manager

Property of Cook County Clerk's Office