



Doc#: 0835822053 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/23/2008 01:18 PM Pg: 1 of 16

**THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:**

Daniel P. Strzalka
Ungaretti & Harris, LLP
3500 Three First National Plaza
Chicago, Illinois 60602

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FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "**Amendment**"), dated as of October 2, 2008, is entered into by and between Safi, Inc., an Illinois corporation ("**Grantor**"), in favor of Midwest Bank and Trust Company, an Illinois banking corporation ("**Lender**").

RECITALS:

WHEREAS, Lender and Grantor, as borrower, are parties to that certain Business Loan Agreement dated as of April 22, 2005 (the "**Term Loan Agreement**"), whereby Lender agreed to lend Grantor the principal amount of Seven Hundred and Thirty-Six Thousand and 00/100 Dollars (\$736,000.00)(the "**Term Loan**");

WHEREAS, the Term Loan is evidenced by that certain Promissory Note made by Grantor in favor of Lender of even date therewith (the "**Term Note**");

WHEREAS, to secure Grantor's performance under the Term Note together with other obligations, Grantor executed that certain Mortgage in favor of Lender of even date therewith, and recorded May 13, 2005, with the Cook County Recorder of Deeds as Document No. 0513335221 (the "**Existing Mortgage**") covering that certain real property legally described in **Exhibit A** attached hereto and incorporated herein (the "**Real Property**");

WHEREAS, Lender and Mohammad Yaqoob, the Grantor's sole shareholder (the "**Borrower**"), are parties to that certain Business Loan Agreement dated as of October 2, 2007 (the "**Revolving Loan Agreement**"), establishing a revolving line of credit in favor of Borrower in the principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00)(the "**Line**");

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of Credit”) evidenced by that certain Promissory Note made by Borrower to Lender of even date therewith (the “**Revolving Note**” and, together with the Term Note, the “**Existing Notes**”);

WHEREAS, Borrower has requested that Lender amend the Revolving Loan Agreement (the “**Amended Loan Agreement**”) and replace the Revolving Note (the “**Replacement Note**”) and Lender is willing to amend the Revolving Loan Agreement and the Revolving Note;

WHEREAS, as a condition to the Lender amending the Revolving Loan Agreement and replacing the Revolving Note, Lender is requiring Grantor to execute that certain Secured Guaranty of even date herewith in favor of Lender (the “**Guaranty**”); and

WHEREAS, Borrower and Grantor have requested that Lender amend the Existing Mortgage to secure both Borrower’s obligations under the Term Loan Agreement and Term Note along with Borrower’s obligations under the Amended Revolving Loan Agreement and Replacement Note, and Lender is willing to amend the Existing Mortgage in certain respects on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Amendment, the parties hereto agree as follows:

1. **Capitalized Terms.** All capitalized terms in this Amendment not specifically defined herein shall have the same meanings ascribed to those terms by the Existing Mortgage.

2. **Maximum Lien.** The section entitled “Maximum Lien” on Page 1 of the Existing Mortgage is hereby deleted in its entirety and replaced with the following:

“At no time shall the principal amount of the Indebtedness (hereinafter defined) secured by the Mortgage, not including those sums advanced to protect the security of the Mortgage, exceed One Million, Nine Hundred Eighty-Six Thousand and 00/100 Dollars (\$1,986,000.00).”

3. **Cross-Collateralization.** The section entitled “Cross-Collateralization” on Page 1 and Page 2 of the Existing Mortgage is hereby deleted in its entirety and replaced with the following:

“In addition to the Borrower’s and Grantor’s respective obligations under the Notes (hereinafter defined) and the Grantor’s obligations under the Guaranty (hereinafter defined), this Mortgage secures payment of the Indebtedness together with any and all obligations, debts and liabilities, together with all interest accrued thereon, of Borrower and/or Grantor to Lender, or any one or more of them, as well as all claims by Lender against Borrower and/or Grantor or any one or more of them, together with any and all obligations, debts and liabilities, together with all interest accrued thereon, of any party affiliated with or under the control of the Borrower and/or Grantor to Lender arising under any of the Related Documents (hereinafter defined), whether now existing or hereafter arising, whether related or unrelated to the purposes of the Notes, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or

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undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower and/or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statutes of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.”

4. **Revolving Line of Credit; Assignment of Rents and Leases.** A section entitled “Revolving Line of Credit” is hereby added to Page 2 of the Existing Mortgage after the section entitled “Cross-Collateralization”, containing the following:

“This Mortgage secures the payment of the Indebtedness including, without limitation, the Line of Credit and the Term Note, and shall secure not only the amount which Lender has presently advanced to Borrower and/or Grantor under the Notes, but also any future amounts which Lender may advance to Borrower and/or Grantor under the Notes within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates the Lender to make advances to the Borrower so long as Borrower and Grantor and all parties obligated under the Related Documents all comply with all the terms of the Notes and Related Documents, as applicable.

As additional and collateral security for the payment of the Indebtedness secured hereby and cumulative of any and all rights and remedies herein provided for, Grantor hereby absolutely and currently assigns to Lender all existing and future all rents, revenues, issues, profits, proceeds, income, royalties, escrows, letter-of-credit rights (each as defined in the Code (hereinafter defined)), security deposits, impounds, reserves, tax refunds and other rights to monies from the Property and/or the businesses and operations conducted by Grantor thereon, to be applied against the Indebtedness (collectively, the “**Rents and Profits**”). However, until the occurrence of an Event of Default, Grantor shall have a license to collect and receive the Rents and Profits. Upon the occurrence of an Event of Default, Grantor’s license shall automatically terminate without notice to Grantor and Lender may thereafter, without taking possession of the Property, collect the Rents and Profits itself or by an agent or receiver. In the event that Grantor has executed a separate Assignment of Rents in favor of Lender (the “**Assignment of Rents**”) covering all of the right, title and interest of Grantor, as landlord, lessor or licensor, in and to any leases, licenses and occupancy agreements relating to all or portions of the Property, all rights and remedies granted to Lender under such Assignment of Rents shall be in addition to and cumulative of all rights and remedies granted to Lender under this Section. In addition, Grantor grants to Lender a Code security interest in the Personal Property and the Rents and Profits.

This Mortgage, including the Assignment of Rents and the security interest in the Rents and Profits and the Personal Property (hereinafter defined), is given to secure (a) payment of the Indebtedness and (b) performance by every party of any and all obligations under the Notes, this Mortgage or the Related Documents. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely

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taxes and assessments levied on the Real Property (hereinafter defined) which are not yet due and payable, to the extent of the maximum amount secured hereby. This Mortgage is given and accepted on the following terms:"

5. **Grantor's Representations and Warranties.** A section entitled "Grantor's Representations and Warranties" is hereby added to Page 2 of the Existing Mortgage after the section entitled "Revolving Line of Credit", containing the following:

"Grantor represents and warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of the Lender; (b) Grantor has full power, right and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in the violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about the Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including, without limitation, the creditworthiness of the Borrower)."

6. **Alteration or Construction of Improvements.** Grantor covenants not to alter any existing Improvements (hereinafter defined) on the Property (hereinafter defined) nor to construct any new Improvements on the Real Property without the prior written consent of Lender, which may be withheld in Lender's sole and absolute construction. For any proposed alteration of any existing Improvements and/or construction of new Improvements, Grantor shall first (a) submit to Lender copies of all building plans and specifications detailing the extent of such alterations and/or additional Improvements (the "**Plans and Specifications**"), as the case may be, (b) submit to Lender a sworn affidavit setting forth the names, addresses and contract amounts of all contractors, sub-contractors, sub-subcontractors and suppliers who will render labor and/or material to the Borrower and/or Grantor in connection with such alterations and/or new Improvements (the "**Sworn Owner's Statement**"), (c) submit to Lender a proposed budget for such alterations and/or additional Improvements (the "**Project Budget**"), and (d) execute, and cause Borrower to execute, a Construction Disbursement and Monitoring Agreement in the form and substance of **Exhibit B** attached hereto and incorporated herein (the "**Disbursement Agreement**") relating to such proposed alterations and/or additional Improvements. Lender's giving of consent to one particular proposed alteration and/or additional Improvement shall not waive Lender's right to consent to each subsequent alteration and/or additional Improvement proposed by the Grantor.

7. **Warranty; Defense of Title.** The section entitled "Warranty; Defense of Title" on Page 5 and Page 6 of the Existing Mortgage is hereby deleted in its entirety and replaced with the following:

"The following provisions relating to ownership of the Property are a part of this Mortgage:

(a) **Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other

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that the Permitted Exceptions set forth on Exhibit C attached hereto and incorporated herein, and (b) Grantor has the full right, power and authority to executed and deliver this Mortgage to Lender.

(b) Defense of Title. Subject to the Permitted Exceptions, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

(c) Compliance with Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

(d) Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of the Mortgage, shall be continuing in nature, and shall remain in full force and effect throughout the term of the Amended Loan Agreement."

8. Security Agreement; Financing Statements. The section entitled "Security Agreement; Financing Statements" on Page 6 of the Existing Mortgage is hereby deleted in its entirety and replaced with the following:

"The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

(a) Security Agreement. This Mortgage shall constitute a "security agreement" (as that term is defined in the Code), and Lender shall have all rights and remedies of a secured party under the Code, as adopted in Illinois at 810 ILCS 5/9-101 *et. seq.* and as the same may be amended from time to time (the "**Code**").

(b) Security Interest. Grantor hereby grants Lender a security interest in all of the Rents and Profits and Personal Property and authorizes the Lender to file UCC-1 Financing Statements covering such Rents and Profits and Personal Property with all appropriate governmental authorities. Upon request by Lender, Grantor shall take all actions requested by Lender to perfect and maintain Lender's security interest in the Rents and Profits and the Personal Property. Grantor shall reimburse Lender for all expenses incurred in perfecting or maintaining this security interest. Upon an Event of Default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon an Event of Default, Grantor shall assemble all Personal Property not permanently affixed to the property in a manner and at a place

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reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

(c) Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Code) are as stated on the first page of the Existing Mortgage.”

9. Certain Definitions. The following definitions contained in the Existing Mortgage on Page 11 and Page 12, as applicable, are deleted in their entirety and replaced with the following definitions:

(a) Guaranty. The word “**Guaranty**” shall mean that certain Secured Guaranty of even date herewith made by Grantor in favor of Lender, together with all extensions, amendments or modifications thereof.

(b) Indebtedness. The word “**Indebtedness**” means all principal and interest payable under the Notes and the Guaranty and any amounts expended or advanced by Lender to discharge obligations of Borrower and/or Grantor or expenses incurred by Lender to enforce obligations of Borrower and/or Grantor under the Related Documents (including reimbursement obligations for Lender’s expenses), together with interest on such amounts as provided in Related Documents. In addition to the Notes and the Guaranty, the word “Indebtedness” includes all other obligations, debts and liabilities, plus interest thereon, of Borrower, Grantor or any other party affiliated with or under the control of the Borrower and/or Grantor under the Related Documents, whether now existing or hereafter arising, whether related or unrelated to the purposes of the Notes or Guaranty, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower and/or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become may be or hereafter may become barred by any statutes of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

(c) Mortgage. The word “**Mortgage**” means the Amended Mortgage, together with any amendments or modifications thereto.

(d) Notes. The word “**Notes**” means, collectively, the Replacement Note of even date herewith made by Borrower in favor of Lender in the principal amount of One Million, Two Hundred and Fifty Thousand and 00/100 Dollars (\$1,250,000.00) and the Term Note, together with any and all renewals, extensions, modifications, re-financings, consolidations or substitutions thereof. Any references to the word “Note” in the Existing Mortgage are hereby deleted and replaced with the “**Notes**”, as defined hereunder.

(e) Related Documents. The word “**Related Documents**” means any and all promissory notes, credit agreements, loan agreements, environmental indemnity agreements,

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guaranties, security agreements, stock pledge agreements, mortgages, deeds of trust, security deeds, collateral mortgages, together with all other instruments, agreements and documents, whether now or hereafter existing, executed by Borrower, Grantor or any party affiliated with or under the control of the Borrower and/or Grantor in connection with the Indebtedness.

(f) Rents. The word “**Rents**” shall have the same meaning as the phrase “**Rents and Profits**”, as defined in Section 4 of this Amendment.

10. Effect of Second Amendment. The Existing Mortgage and this Amendment shall, taken together, constitute the Amended Mortgage. All terms and provisions of the Existing Mortgage not specifically altered or modified by the terms and provisions of this Amendment shall remain in full force and effect. In the event of any conflict between the terms and provisions of the Existing Mortgage and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall, in all cases, govern and prevail.

[signature page attached]

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IN WITNESS WHEREOF, the Grantor has caused this Amendment to be executed as of the date first above written.

GRANTOR:

SAFI, INC.

By: [Signature]
Name: M. YACOB
Title: President

Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

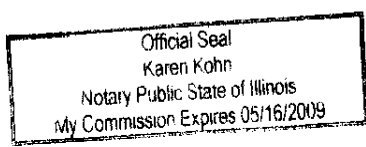
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On 07/12, 2008, before me, KAREN KOHN, Notary Public, personally appeared M. YACOB, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument entitled **First Amendment To Mortgage**, as the PRESIDENT of Safi, Inc., an Illinois corporation, and acknowledged to me that he executed the same in as his free and voluntary act and in his authorized capacity as such officer, as the free and voluntary act of said company, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC

[SEAL]



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EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL 1:

THAT PART OF THE SOUTH 51 ½ FEET OF LOT 7 IN BLOCK 19 IN PITNER'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE EXTENDED FROM A POINT IN THE WEST LINE 7.50 FEET SOUTH OF THE NORTHWEST CORNER THEREOF TO THE EAST LINE OF SAID LOT, 43.69 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTHERLY 98 FEET OF THAT PART OF LOTS 7 AND 8 TAKEN AS A TRACT LYING NORTH OF THE NORTH LINE OF EAST 79TH STREET AS WIDENED IN BLOCK 19 IN PITNER'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 20 FEET OF THE EAST 101.00 FEET OF THE NORTH HALF OF LOT 8 IN BLOCK 19 IN PITNER'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 20-27-318-045-0000; 20-27-318-047-0000

COMMON ADDRESS: 7859 SOUTH STATE STREET, CHICAGO, ILLINOIS

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EXHIBIT B

FORM OF DISBURSEMENT AGREEMENT

THIS CONSTRUCTION DISBURSEMENT AND MONITORING AGREEMENT (the "**Disbursement Agreement**") is made of this ___ day of _____, 20__, by and between Mohammed Noor Yaqoob (the "**Borrower**"), _____, a(n) _____ (the "**Grantor**"), and MIDWEST BANK AND TRUST COMPANY (the "**Lender**").

RECITALS:

WHEREAS, Lender and Borrower are parties to that certain Business Loan Agreement dated as of October 2, 20__ (as amended from time to time, the "**Loan Agreement**"), establishing a revolving line of credit in favor of Borrower in the principal amount of One Million, Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00)(the "**Line of Credit**");

WHEREAS, to partially secure Borrower's performance under the Loan Agreement, the Grantor executed that certain Mortgage in favor of Lender dated September 30, 2005, and recorded November 16, 2005 with the Cook County Recorder of Deeds as Document No. 0532053020 (as amended from time to time, the "**Mortgage**") covering that certain real property more specifically described therein (the "**Property**");

WHEREAS, pursuant to the terms of the Mortgage, Borrower may not use the proceeds of the Line of Credit to alter any existing Improvements and/or construct any new Improvements upon the Property (each, a "**Project**") without the prior written consent of Lender; and

WHEREAS, as one of the conditions precedent to Lender giving consent to any Project, Lender requires that Grantor and Borrower execute this Disbursement Agreement covering such Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Disbursement Agreement, the parties hereto agree as follows:

1. **Capitalized Terms.** All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Mortgage.
2. **Disbursements for Project Costs.** All disbursements of costs of construction of the Project (the "**Project Costs**") shall be in accordance with the Project Budget and shall be made no more frequently than one (1) time per month upon no less than ten (10) business days' prior written notice to Lender. Except as hereinafter provided, disbursements shall be made only for completed work in place and materials purchased and stored on-site, less any retainage required by the general construction contract (the "**Construction Contract**") between the Borrower, as the case may be, and the general contractor(s) for the Project (each, a "**Contractor**").

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In addition to any other conditions precedent contained in this Disbursement Agreement, the making of any disbursement to Borrower is subject to the conditions precedent that (a) all terms and conditions of the Mortgage and the Related Documents required to be performed by Borrower and/or Grantor prior to the initial disbursement and to each subsequent disbursement shall have been fulfilled, (b) Borrower shall have delivered to the Lender an executed copies of the Construction Contract, the Plans and Specifications, the Project Budget and the Project schedule (the "**Project Schedule**"), and (c) the Lender shall have approved the Plans and Specifications, the Project Budget and the Project Schedule. Disbursements may be made by the Lender directly to the Contractor, other consultants and other parties named on the Owner's Sworn Statement submitted for such disbursement and, to the extent applicable, or to the Borrower for further payment to parties entitled to be paid with respect to other soft cost items approved by Lender in its sole discretion. The Contractor shall be permitted to pay its subcontractors, sub-subcontractors and suppliers upon delivery of appropriate waivers of lien applicable to the work being paid for, and the Contractor shall be permitted to deliver those lien waivers from subcontractors to Lender on a so called thirty day "lag" basis, all as hereinafter provided.

3. **Sworn Statements.** Prior to the first disbursement and as a condition precedent thereto, the Borrower shall deliver, in form and substance satisfactory to Lender, the initial Owner's Sworn Statement and each general or "prime" contractor of the Project to whom payments have been or will be made, together with the waivers of lien from all subcontractors and materials suppliers covering all work performed and paid for by Borrower and/or Grantor.

4. **Request for Advance.** As a condition precedent to the Lender granting its consent to each disbursement requested by Borrower, Lender shall be furnished with each of the documents and instruments listed below in form and substance satisfactory to them in their sole discretion (collectively, a "**Request for Advance**"). All documents and instruments comprising a Request for Advance shall be submitted to Lender at least ten (10) business days prior to the date of any proposed disbursement. The documents required below shall be on forms approved by a construction review consultant of Lender's choosing (the "**Construction Review Consultant**"), and all shall be duly completed, and signed and sworn to by the party or parties required to execute same:

- (a) A completed requisition made by the Borrower;
- (b) A Sworn Owner's Statement executed by the Borrower and Grantor setting forth all contracts let by the Borrower and/or Grantor to date of the statement, the amount of each contract, all amounts previously paid under each contract, the amounts due under each contract in the current Request for Advance, and the amount to come due under each contract, all in form approved by Lender;
- (c) An application for payment (the "**Application for Payment**") executed by the Contractors listed on the Sworn Owner's Statement to whom a payment is to be made;

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(d) A sworn contractor's affidavit (the "**Contractor's Affidavit**"), executed by the Contractor under each contract listed on the Sworn Owner's Statement to whom a payment is to be made, setting forth all pertinent information as to its contract and the payment requested by it, including, all subcontracts let by such Contractor to date of the statement, the amount of each subcontract, all amounts previously paid under each subcontract, the amounts due under each subcontract in the current Application for Payment, and the amount to come due under each subcontract, all in form approved by Lender, together with the Contractor's certification made by the Contractor to Lender;

(e) A certificate, executed by the architect of Borrower's choosing (the "**Architect**"), certifying, as to construction of those portions of the Project to the date of each Request for Advance then submitted by the Borrower, as to the matters, and in the form, requested by Lender (the "**Architect's Certificate**");

(f) A listing of paid or to be paid with soft costs relating to the Project approved by Lender, in its sole discretion, in such detail as the Lender may request, together with such invoices and other supporting documentation with respect to the expenditures set forth therein as Lender may reasonably request. As used herein, the term 'soft costs' shall include all costs and expenses incurred by the Borrower related to the Project, except direct or tangible construction costs, all as approved by Lender in its sole discretion;

(g) Waivers and releases of lien on forms approved by Lender from each materialman, contractor and subcontractor who has done work or furnished materials for construction of the Project as set forth in each Request for Advance, as well as any other sworn statements, affidavits, indemnities, bonds and other documents or instruments as may be required by Lender, and receipts or invoices stamped paid from any other supplier of materials, furnishings or equipment in connection with such disbursement necessary for Lender to grant its approval of the documents submitted to it for review; provided, however, that with respect to waivers from subcontractors and materials supplies engaged by the Contractor, such waivers to be supplied shall not be for the current month's disbursement request but rather shall be supplied with respect to the amounts paid to those parties in the previous month's disbursement;

(h) Lender or the Construction Review Consultant shall have reviewed the Sworn Owner's Statement, the Application for Payment, the Contractor's Affidavit, the General Contractor's certification, the Architect's Certificate and the lien waivers and releases submitted in connection with the Request for Advance, shall have found the same to be complete in all respects. In addition, if required by the Lender in its sole discretion, the Construction Review Consultant shall have independently conducted a site visit in order to review the progress of the Project and verify in general the matters addressed in the various affidavits and certifications required by this Disbursement Agreement;

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(i) Copies of approved building and other permits for all aspects of construction contemplated with respect to the Project obtained since the date of the most recent disbursement and not theretofore furnished to Lender;

(j) A copy of the then current Plans and Specifications, if changed, modified or amended since the date of the most recent disbursement, with or without the prior written approval of the Lender, and copies of any change orders, extras or other such documents, as approved in writing by Lender (collectively, the “**Change Orders**”), together with written notice, if applicable, of any forthcoming changes to the Plans and Specifications, the Project Budget, or any of the contracts; and

(k) If requested by Lender, an update of the construction schedule reflecting the actual progress of construction in relation to the originally anticipated progress of the various categories of work in the Project.

5. **Final Disbursement.** In addition to each and every other requirement and condition to a disbursement hereunder, upon completion of the Project and as a pre-condition to release of any retainage under the Construction Contract therefor, Borrower shall furnish to Lender the following documents:

(a) **Certificates of Completion.** Certificates of the Contractor, Architect and the Borrower to the effect that: (i) all improvements have been completed and furnished lien free in substantial accordance with the Plans and Specifications (except for punch list items for which adequate moneys have been reserved for completion of such punch list items); and (ii) that the amount set aside in reserve is adequate and sufficient to pay for the completion of the punch list items; and (iii) that the Project as so completed and its present and proposed use comply with all applicable laws, ordinances, rules and regulations, as well as all covenants, conditions, easements and restrictions to which the Project is subject;

(b) **Final Permits.** All required certificate(s) of occupancy and all other appropriate permits, consents, certificates and approvals which are required to be obtained from appropriate governmental and private authorities having jurisdiction over the Project; and

(c) **Final Waivers.** Final waivers and releases of lien on forms approved by the Lender for each materialman, Contractor, subcontractor or supplier who has done work or furnished materials for construction of the Project and final receipts or invoices stamped paid from any other supplier of materials, furnishings or equipment in connection with the Project.

6. **Project Balance.** Each request for disbursement of moneys from the Project Fund shall be made strictly in accordance with the line item and cost category amounts specified in the Project Budget for actual costs incurred in connection with the Project, and, except as specifically provided in the Mortgage or the Related Documents, no change or adjustment of any

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line item or cost category amount in the Project Budget shall be made without the prior written consent of Lender.

If Lender at any time determines from any certification, report, cost projection, work stoppage, price or wage change or from any other source or for any reason, that the Project Costs will exceed the costs and projections for the Project set forth in the Project Budget from time to time, in the sole judgment of Lender, to pay for all work done or to be done and for all other expenses necessary for completion of the Project, or that any line item or cost category amount specified in the Project Budget is less than the amount necessary, in the sole judgment of Lender, to pay for all work done or to be done and for all expenses incurred or to be incurred in connection with the particular Project Budget line item or cost category, then in such event the Borrower shall, within ten (10) days after written request by Lender, deposit such amount of its own funds in cash with Lender as Lender deems necessary and sufficient (a "**Borrower's Deposit**"), in an amount which, when added to the un-disbursed proceeds of the Line of Credit or to the Project line item or cost category in question, would be sufficient to complete the Project or pay for all work done or to be done and all expenses incurred or to be incurred in connection with that particular Project line item or cost category. Any Borrower's Deposit shall first be exhausted before any further disbursement of the proceeds of the Line of Credit shall be made. Any such Borrower's Deposit is hereby pledged to Lender as additional collateral for the Line of Credit. The Lender may, in its sole discretion, require a Borrower's Deposit as herein provided, regardless of whether any contingency line item or cost category in the applicable Project Budget has been tapped or exhausted. Notwithstanding the above, any undisbursed proceeds relating to line items or cost categories that have been completed and from which no future disbursements would be requested may be reallocated by the Borrower to such of the remaining line items and cost categories from which the Borrower is expected to request disbursements, provided that the Borrower provide to Lender documentary evidence of the savings to be realized in any line item category and of the necessity of additions to the line items to which such amounts are reallocated. Any savings so realized shall, in the absence of a necessity to reallocate same to a specific line item of work, be reallocated to the contingency line item in the Project Budget.

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IN WITNESS WHEREOF, the Lender, Borrower and Grantor have executed this Disbursement Agreement as of the date first written above.

BORROWER:

MOHAMMED NOOR YAQOOB,
an Illinois resident

By: _____

LENDER:

MIDWEST BANK AND TRUST
COMPANY, an Illinois banking
corporation

By: _____

Name: _____

Title: _____

GRANTOR:

_____, **a(n)**

By: _____

Name: _____

Title: _____

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EXHIBIT C

PERMITTED EXCEPTIONS

1. Exception Nos. 1 – 6 and 9-14, inclusive, set forth on Schedule B of that certain Chicago Title Insurance Company Loan Policy No.1410 008232840 dated May 13, 2005, as amended by that certain Date Down Endorsement thereto dated November __, 2008.

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