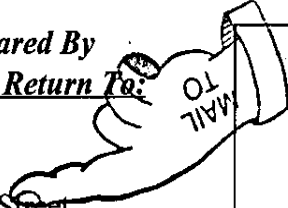


UNOFFICIAL COPY

*This Document Prepared By
And When Recorded Return To:*

Richard C. Jones, Jr.
JONES & JACOBS
77 West Washington Street
Suite 1615
Chicago, Illinois 60602
(312) 419-0700



09016881

2351/0037 80 002 Page 1 of 13
1999-10-28 15:19:21
Cook County Recorder 45.50



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

For Recorder's Use Only

SIXTH MODIFICATION AND EXTENSION AGREEMENT

THIS SIXTH MODIFICATION AND EXTENSION AGREEMENT made as of this 1st day of October, 1999, by and between P&R STEVENS ELECTRIC CO., INC., an Illinois corporation ("**Borrower**"), 3 S COMPANY, INC., an Illinois corporation ("**3S**"), ROBERT E. STEVENS and PAUL STEVENS ("**Guarantors**"), and PRAIRIE BANK & TRUST CO., an Illinois banking association ("**Lender**").

WITNESSETH

WHEREAS, on or about April 1, 1996, the Lender made a loan to the Borrower in an aggregate total amount of THREE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$380,000.00) ("**Loan**"), including a mortgage loan in the amount of ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00) ("**Mortgage Loan**"), a revolving line-of-credit in the amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) ("**Revolving Credit**"), and a term loan in the amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) ("**Term Credit**"); and

UNOFFICIAL COPY

WHEREAS, the Revolving Credit is evidenced and secured by the following instruments ("**Loan Instruments**"):

1. Loan and Security Agreement dated April 1, 1996, between Borrower and Lender ("**Loan Agreement**");
2. Security Agreement dated April 1, 1996 between 3S and Lender ("**Security Agreement**");
3. Revolving Credit Note dated April 1, 1996 made by Borrower payable to Lender in the principal amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) ("**Revolving Credit Note**");
4. Guaranty by 3S;
5. Guaranty by Guarantors;
6. Mortgage from Guarantors to Lender covering the property commonly known as 9330 South Harlem Avenue, Bridgeview, Illinois, and legally described in Exhibit "A" attached hereto, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 29, 1996, as Document No. 96320945;
7. Assignment of Rents and Leases from Guarantors to Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 29, 1996 as Document No. 96320944.
8. Hypothecation Agreement by 3S;
9. Hypothecation Agreement by Guarantors; and
10. Revolving Credit Note dated April 1, 1997, made by Borrower payable to Lender in the principal amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) ("**Renewal Note**");

WHEREAS, by the Modification & Extension Agreement ("**First Modification**"), dated April 1, 1997, the Revolving Credit Loan was amended to extend the maturity date to April 1, 1998, and to increase the Revolving Credit to TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00);

UNOFFICIAL COPY

WHEREAS, by the Second Modification and Extension Agreement ("**Second Modification**"), dated April 1, 1998, and recorded May 11, 1998 in the Cook County Recorder's Office, Cook County, Illinois, as Document Number 98385432, the Revolving Credit Loan was amended to extend the maturity date to July 1, 1998;

WHEREAS, by the Third Modification and Extension Agreement ("**Third Modification**"), dated April 1, 1998, and recorded August 10, 1998 as Document No. 98699077, the Revolving Credit Loan was amended to extend the maturity date to July 1, 1999;

WHEREAS, by the Fourth Modification Agreement ("**Fourth Modification**"), dated December 1, 1998, and recorded December 28, 1998 as Document No. 08173614, the amount available for disbursement under the Revolving Credit was increased by FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00);

WHEREAS, by the Fifth Modification Agreement ("**Fifth Modification**"), dated July 1, 1999, and recorded October 4, 1999 as Document No. 99934359, the Revolving Credit Loan was amended to extend the maturity date to October 1, 1999; and

WHEREAS, Lender and Borrower have agreed to modify the terms of the Loan Instruments, as herein 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. **Extension of Term of Loan.** Subject to the terms and provisions herein contained, the terms and provisions of the Renewal Note, and the corresponding provisions of the other Loan Instruments, are hereby modified and amended, effective as of the date hereof,

so as to provide that the Maturity Date of the Revolving Credit Loan is hereby extended to January 1, 2000.

2. **Modification of Loan Instruments.** The terms and provisions of the second paragraph on the first page of the Renewal Note, and the corresponding provisions of the other Loan Instruments, are hereby modified and amended, effective as of the date hereof, as follows:

“Interest on the aggregate unpaid principal balance from time to time outstanding shall be payable at the rate of Two percent (2%) in excess of the Lender’s Prime Rate per annum, adjusted daily (“**Interest Rate**”). This Note shall be payable in monthly installments of principal in the amount of One Thousand And No/100 Dollars (\$1,000.00) plus accrued interest, as billed by Lender to the undersigned, on the first day of each month commencing November 1, 1999, with a final payment of the entire remaining balance of principal and interest being due and payable on January 1, 2000. Interest after Default or Maturity on the aggregate unpaid principal balance shall be at the per annum rate of four percent (4%) in excess of the Interest Rate.”

3. **Reaffirmation of Loan Instruments.** Except as expressly herein provided, Borrower, Lender, and Guarantor hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Loan Instruments and the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification, and Borrower and Guarantor agree that said terms, provisions, representations and warranties shall remain in full force and effect.

4. **Attorneys’ Fees and Costs.** Borrower shall pay any and all attorneys’ fees and costs incurred by Lender in connection with the preparation, negotiation and perfection of this Fifth Modification and Extension Agreement, including recording and title charges.

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

P&R STEVENS ELECTRIC CO., INC.,
an Illinois corporation

BY: Marcella Stevens
NAME: MARCELLA STEVENS
ITS: PRESIDENT

By: Robert Stevens
Name: ROBERT STEVENS
Its: Gen Foreman

3 S COMPANY, INC., an Illinois corporation

By: Robert Stevens
Name: ROBERT STEVENS
Its: president

Robert E. Stevens
ROBERT E. STEVENS
Paul Stevens
PAUL STEVENS

IN WITNESS WHEREOF, PRAIRIE BANK & TRUST CO., an Illinois banking association, has caused this instrument to be executed as of the day and year first above written.

PRAIRIE BANK & TRUST CO., an Illinois banking association

By: *Jeanne Bielawski*
Name: JEANNE BIELAWSKI
Title: AUP

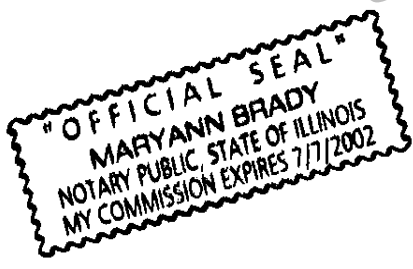
Property of Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF WILL

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HERBY CERTIFY THAT MARCELLA STEVENS PERSONALLY KNOWN TO ME TO BE THE PRESIDENT OF P&R STEVENS ELECTRIC CO., INC., AN ILLINOIS CORPORATION, AND THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOTTEN INSTRUMENT, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HER OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS 27th DAY OF OCTOBER, 1999.

Maryann Brady
NOTARY PUBLIC



MY COMMISSION EXPIRES: 7/7/2002

Notary of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that ROBERT STEVENS personally known to me to be the GENERAL FOREMAN of **P&R STEVENS ELECTRIC CO., INC.**, an Illinois corporation, and the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of OCTOBER, 1999.



MaryAnn Brady
NOTARY PUBLIC

My Commission Expires:

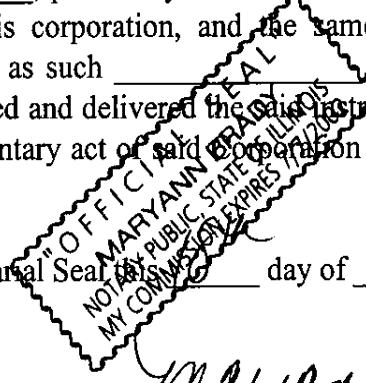
7/7/2002

County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that ROBERT STEVENS personally known to me to be the PRESIDENT of **3 S COMPANY, INC.**, an Illinois corporation, and the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of OCTOBER, 1999.



Maryann Brady
NOTARY PUBLIC

My Commission Expires:

7/7/2002

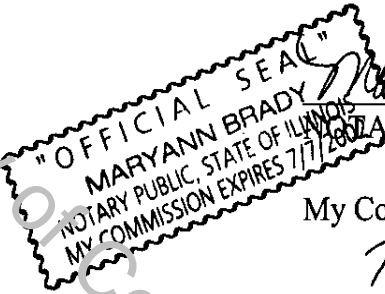
UNOFFICIAL COPY

09016881 Page 10 of 13

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that **ROBERT E. STEVENS** personally appeared before me this day and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of OCTOBER, 1999.


Maryann Brady
NOTARY PUBLIC
My Commission Expires:
7/7/2008

STATE OF ILLINOIS)
) SS
COUNTY OF Will)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that PAUL STEVENS personally appeared before me this day and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of OCTOBER, 1999.

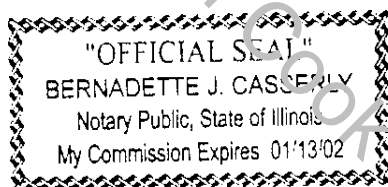
Maryann Brady
NOTARY PUBLIC
"OFFICIAL SEAL"
MARYANN BRADY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/7/2002
My Commission Expires:
7/7/2002

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Jeanne Bichanski, personally known to me to be the Assistant Vice President, of **PRAIRIE BANK & TRUST CO.**, an Illinois banking association, and the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and 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 October, 1999.



Bernadette J. Caserly
NOTARY PUBLIC

My Commission Expires:

1-13-2002

EXHIBIT A

LEGAL DESCRIPTION

THE SOUTH 1/2 OF LOT 28 (EXCEPT THAT PART THEREOF TAKEN FOR THE WIDENING OF HARLEM AVE.) IN ROBERT BARTLETT'S 95TH AND HARLEM AVENUE ACRES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT 701600, IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 23-01-412-029

Common Address: 9330 S. Harlem Avenue
Bridgeview, Illinois 60455

Property of Cook County Clerk's Office