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Cook County Recorder 39.50

This instrument prepared by
and please return to:
Jennifer L. Worstell, Esq.
100 West Monroe Street #1500
Chicago, Illinois 60603



P.I.N.: 17-34-103-018 and 17-34-103-019
COMMONLY KNOWN AS: 217-223 E. 31st Street, Chicago, Illinois

SECOND LOAN MODIFICATION AGREEMENT

This instrument is a Second Loan Modification Agreement ("Modification") among LaSalle Bank National Association, formerly known as LaSalle National Bank, a national banking association, ("Lender"), Omnibus Ventures L.L.C., an Illinois limited liability company ("Borrower"), and Stephen R. Ballis, John F. Valinote, The Omnibus Group L.L.C., an Illinois limited liability company, and The Omnibus Financial Group L.L.C., an Illinois limited liability company (collectively "Guarantors").

R E C I T A L S:

A. Borrower holds fee simple title to certain real estate ("Real Estate") commonly known as 217-23 E. 31st Street, Chicago, Illinois, which is legally described on Exhibit A attached hereto.

B. On October 9, 1998, Borrower executed and delivered to Lender a Promissory Note in the amount of \$210,000 ("Note") which evidenced a loan in the amount of \$210,000 ("Loan"). To secure the

Note, Borrower and Guarantors executed and delivered to Lender the following documents ("Security Documents"):

1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage") executed by Borrower and covering the Real Estate, which Mortgage was recorded with the Cook County Recorder of Deeds on October 13, 1998 as Document No. 98914201;

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

3. a UCC-1 Financing Statement executed by Borrower;

4. Guaranties of Note, Mortgage, and Other Undertakings ("Guaranties") executed by:

(a) Stephen R. Ballis;

(b) John F. Valinote;

(c) The Omnibus Group L.L.C.; and

(d) The Omnibus Financial Group L.L.C.; and

5. a Pledge Agreement executed by Borrower pledging the amount of \$84,000 to a corporate checking account with Lender.

C. On April 1, 1999, the parties hereto entered into a Loan Modification Agreement ("Modification"), pursuant to which Lender agreed to extend the date for payment of the Loan from April 1, 1999 to October 1, 1999. The Modification was recorded with the Cook County Recorder of Deeds on May 14, 1999 as Document No. 99469872.

D. Borrower has now requested Lender to extend the date for payment of the Loan from October 1, 1999 to April 1, 2000. Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. Subparagraph (b) of the Note is hereby modified and amended to change the maturity date of October 1, 1999 to April 1, 2000.

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

(a) a title insurance policy or endorsement to its current title insurance policy which dates down the date of the policy and which insures the Mortgage as modified by this Second Modification as a first lien on the Real Estate, subject only to such exceptions as Lender shall permit;

(b) updated certificates of insurance as required by the Mortgage; and

(c) payment of \$1,050 as Lender's fee for this Second Modification and Lender's expenses as described in Section 6 hereof.

3. This Second Modification shall constitute an amendment of the Security Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note ("Loan Documents") reference is made to the Loan

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Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage, or the covenants, conditions and agreements therein contained or contained in the Note.

4. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

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

6. Borrower hereby agrees to pay all of Lender's expenses arising out of and in connection with this Second Modification including, but not limited to, attorneys' fees, title insurance premiums and recording fees.

7. Guarantors hereby affirm their obligations under their Guaranties and agree that the Guaranties are amended and extended to cover and guaranty the Note as modified by this Second Modification. All references in the Guaranties to the Note shall mean the Note as revised herein. Guarantors hereby expressly acknowledge and confirm that by executing this Second Modification, Lender has not waived, altered or modified Lender's rights under any of the Loan Documents to amend, extend, renew or modify or otherwise deal with the obligations of the parties hereto or any of the security given to Lender in connection therewith without the consent of Guarantors and without such action releasing, modifying,

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IN WITNESS WHEREOF, the parties hereto have executed this

Second Modification on October 1, 1999.

LENDER:

LaSalle Bank National Association, formerly known as LaSalle National Bank, a national banking association

By: Susan A. Kellams
Its AVP

GUARANTORS:

[Signature]
Stephen R. Ballis

[Signature]
John F. Valinote

The Omnibus Group L.L.C., an Illinois limited liability company

By: [Signature]
Stephen R. Ballis, member

By: [Signature]
John Cooke, member

By: [Signature]
George H. Foster, Jr., member

By: [Signature]
John F. Valinote, member

The Omnibus Financial Group L.L.C., an Illinois limited liability company

By: [Signature]
Stephen R. Ballis, member

By: [Signature]
John F. Valinote, member

BORROWER:

Omnibus Ventures L.L.C., an Illinois limited liability company

By: The Omnibus Group L.L.C., an Illinois limited liability company, its member

By: [Signature]
Stephen R. Ballis, member

By: [Signature]
John Cooke, member

By: [Signature]
George H. Foster, Jr., member

By: [Signature]
John F. Valinote, member

By: The Omnibus Financial Group L.L.C., an Illinois limited liability company, its member

By: [Signature]
Stephen R. Ballis, member

By: [Signature]
John F. Valinote, member

FOR INTERNAL BANK USE ONLY		
<u>[Signature]</u>	<u>[Signature]</u>	
OFFICER	OFFICER	CONTROL

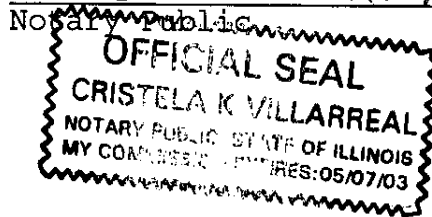
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Susan L Kellams ^{AVP} of LaSalle Bank National Association, formerly known as LaSalle National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 10-27, 1999.

Cristela K. Villarreal



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

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify Stephen R. Ballis, member of The Omnibus Group L.L.C., member of Omnibus Ventures L.L.C., formerly known as Kimbark Place, L.L.C., an Illinois limited liability company, and individually, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal October 18, 1999.

Notary Public



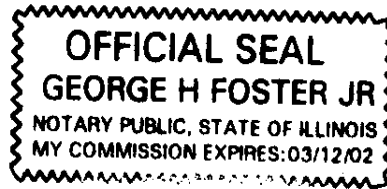
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify John Cooke, member of The Omnibus Group L.L.C., member of Omnibus Ventures L.L.C., formerly known as Kimbark Place, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal October 18, 1999.

Notary Public

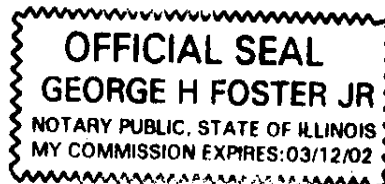


STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify George H. Foster, Jr., member of The Omnibus Group L.L.C., member of Omnibus Ventures L.L.C., formerly known as Kimbark Place, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal October 18, 1999.

Notary Public



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OFFICIAL SEAL
GEORGE H FOSTER JR
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/31/2015

OFFICIAL SEAL
GEORGE H FOSTER JR
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/31/2015

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

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify John F. Valinote, member of The Omnibus Group L.L.C., member of Omnibus Ventures L.L.C., formerly known as Kimbark Place, L.L.C., an Illinois limited liability company, and individually, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal October 21, 1999.

[Handwritten Signature]

 Notary Public



Property of Cook County Clerk's Office

LEGAL DESCRIPTION

Lots 6, 7, 8, 9 and 10 in M. Haywoods Subdivision of the West 4/5ths of the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

COMMONLY KNOWN AS: 217-223 E. 31st Street, Chicago, Illinois
P.I.N.: 17-34-103-018 and 17-34-103-019

Property of Cook County Clerk's Office

EXHIBIT A