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THIS DOCUMENT PREPARED BY AND AFTER
RECORDING RETURN TO:

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55 West Monroe St., 12th Floor
Chicago, IL 60603



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Cook County Recorder of Deeds
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FOURTH MODIFICATION OF LOAN DOCUMENTS

THIS FOURTH MODIFICATION OF LOAN DOCUMENTS (this "Fourth Modification") is made as of May 4, 2010 by and among **MICHAEL L. MORRIS** and **MICHELLE G. MORRIS** (collectively, "Borrower"), **MGSY CORPORATION**, an Illinois corporation ("MGSY"), and **EVERGREEN HOLDINGS GROUP, LLC**, an Illinois limited liability company ("Evergreen" and collectively with MGSY, the "Guarantor"), and **MIDWEST BANK AND TRUST COMPANY**, an Illinois banking corporation, as successor in interest to Royal American Bank, an Illinois banking corporation, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made certain loans to Borrower as follows: (i) a revolving loan (the "Revolving Loan") in the original principal amount of \$16,300,000.00 and (ii) a term loan (the "Term Loan") in the principal amount of \$6,525,000.00 pursuant to the terms and conditions of a Loan and Security Agreement (the "Original Loan Agreement") dated as of May 5, 2006 between Borrower and Lender (the Revolving Loan and the Term Loan are referred to collectively as the "Loans").

B. The Loans are evidenced by certain notes as follows: (i) with respect to the Revolving Loan, a Revolving Note (the "Revolving Note") dated as of May 5, 2006 in the original principal amount of the Revolving Loan made payable by Borrower to the order of Lender, as may be amended from time to time, and (ii) with respect to the Term Loan, a Term Note (the "Term Note") dated as of May 5, 2006 in the original principal amount of the Term Loan made payable by Borrower to the order of Lender, as may be amended from time to time (the Revolving Note and the Term Note are referred to collectively as the "Notes").

C. The Loans and the Notes are presently secured by, among other things (i) those certain mortgages ("Mortgages") described on Exhibit A attached hereto and made a part hereof (Lender has released its security interest in certain properties originally pledged to Lender as collateral), (ii) that certain Environmental Indemnity Agreement dated as of May 5, 2006 from Borrower and Guarantor to Lender (the "Indemnity Agreement") and (iii) all of the other loan documents (the Notes, the Mortgages, the Indemnity Agreement, the other documents

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evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

D. The Loans and the Notes are further secured by a Continuing Unconditional Guaranty dated as of May 5, 2006 from Guarantor to Lender (the "Guaranty").

E. On or about May 5, 2007, Borrower, Guarantor and Lender entered into that First Modification of Loan Documents ("First Modification") pursuant to which Lender agreed, among other things, to (a) extend the Revolving Loan Maturity Date to February 1, 2008, and (b) reduce the principal amount of the Revolving Loan Commitment to \$16,000,000.00.

F. On or about February 1, 2008, Borrower, Guarantor and Lender entered into that Second Modification of Loan Documents ("Second Modification") pursuant to which Lender agreed, among other things, to (a) extend the Revolving Loan Maturity Date to May 4, 2009, (b) reduce the principal amount of the Revolving Loan Commitment to \$9,600,000.00, and (c) clarify that the Prime Rate as defined in the Loan Agreement shall be calculated at the Lender's Prime Rate, and shall not be less than 5.50% at any time.

G. On or about May 4, 2009, Borrower, Guarantor and Lender entered into that certain Third Modification of Loan Documents ("Third Modification") pursuant to which Lender agreed, among other things, to (a) extend the Revolving Loan Maturity Date to May 4, 2010, (b) reduce the principal amount of the Revolving Loan Commitment to \$6,550,000.00, (c) clarify that the Prime Rate as defined in the Loan Agreement shall not be less than 5.75% at any time, and increased the rate index thereto to 0.25% over the Prime Rate, (d) add Evergreen Holdings Group, LLC, as a guarantor of the Obligations, (e) decrease to 75% the advance rate on the appraised value of property less than \$2,000,000.00, and (f) decrease to 70% the advance rate on the appraised value of property greater than \$2,000,000.00.

H. Borrower desires to amend the Loan Documents in order to (a) extend the Revolving Loan Maturity Date to May 3, 2011, and (b) to reduce the principal amount of the Revolving Loan Commitment to \$5,625,000.00

I. The Original Loan Agreement, the First Modification, the Second Modification, the Third Modification and this Fourth Modification are referred to collectively as the "Loan Agreement".

J. All terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Fourth Modification), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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1. Maturity Date. The Revolving Note Maturity Date is hereby extended to May 3, 2011. Any reference in the Revolving Note, the Loan Agreement or any other Loan Document to the Revolving Note Maturity Date shall mean May 3, 2011.

2. Revolving Loan Commitment. The Revolving Loan Commitment is hereby reduced to \$5,625,000.00. Any reference in the Revolving Note, the Loan Agreement, the Mortgages or any other Loan Document to the principal amount of the Revolving Loan Commitment shall mean the reduced maximum principal amount of \$5,625,000.00.

3. Guarantor Financial Statements. In addition to the financial statements of Guarantor to be provided in accordance with Section 8.9 of the Loan Agreement, Guarantor shall also provide to Lender semi-annual internally prepared financial statements (income statement, balance sheet and such other documents as Lender shall reasonably request) within 60 days of the end of each semi-annual period.

4. Borrower Base Amount. Subsection (b) of the definition of Borrowing Base Amount shall be redefined to be and read as follows:

“(b) 75% of the lower of purchase price or appraised value as acceptable to the Lender in its sole discretion, of any property purchased by Borrower or any of the Morris Companies, that exceed \$2,000,000.00 and that are pledged on a first priority basis to Lender as collateral or security for debt owed to Lender.”

5. Notwithstanding any provision in the Loan Documents to the contrary, in no event shall Borrower or Guarantor place, or allow to be placed, any mortgage or other security instrument on the Collateral without Lender's prior written consent.

6. Any payment due under the Loan Documents that is not made within 10 days of the due date thereof shall incur a late fee charge of 5% of the amount due.

7. The purpose of the Revolving Loan is for general business purposes.

8. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Loan Agreement, the Mortgages and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Agreement) under the Loan Agreement, the Notes, the Mortgages or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Agreement, the Notes, the Mortgages or the other Loan Documents.

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(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Fourth Modification, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantor, or any other party whose financial statement has been delivered to Lender in connection with the Loans from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loans or the Loan Documents as modified herein.

(f) Borrower has the requisite power and capacity to execute and deliver this Fourth Modification and to perform the Loan Documents as modified herein. The execution and delivery of this Fourth Modification and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Guarantor. This Fourth Modification has been duly executed and delivered on behalf of Borrower and Guarantor.

9. Reaffirmation of Guaranty. Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Fourth Modification. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

10. Fees and Expenses. As a condition precedent to the agreements contained herein, Borrower shall pay to Lender an administrative fee of \$500.00.

11. Miscellaneous.

(a) This Fourth Modification shall be governed by and construed in accordance with the internal laws, and not the choice of laws, of the State of Illinois.

(b) This Fourth Modification shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Fourth Modification, and Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Fourth Modification. Each of the parties to this Fourth Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Fourth Modification, and recognizes that it is executing and delivering this Fourth Modification, intending thereby to be legally bound by the terms and provisions

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thereof of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Fourth Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Fourth Modification by Lender, the same shall not be deemed to constitute Lender as a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any fourth party.

(d) Borrower, Guarantor and Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Fourth Modification, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Fourth Modification. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Fourth Modification shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Loan Agreement", the "Notes", the "Mortgages", the "Guaranty", or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement, the Notes, the Mortgages, the Guaranty and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Fourth Modification may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Fourth Modification.

[Signature Page Follows]

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IN WITNESS WHEREOF, Lender, Borrower and Guarantor have executed this Fourth Modification of Loan Documents dated as of the day and year first above written.

LENDER:

MIDWEST BANK AND TRUST COMPANY, an Illinois banking corporation, as successor in interest to Royal American Bank, an Illinois banking corporation.

By:

Jon W. Sperry, Senior Vice President

BORROWER:

[Signature]
Michael L. Morris

[Signature]
Michelle G. Morris

Subscribed and Sworn to before me by Michael L. Morris and Michelle G. Morris, this 4th day of May, 2010.

[Signature]
Notary Public

GUARANTOR:

MGSY Corporation, an Illinois corporation

By:

[Signature]
Michael L. Morris, its President

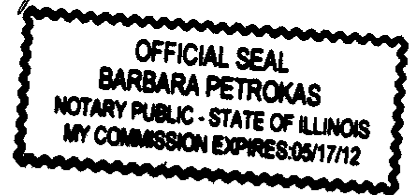
EVERGREEN HOLDINGS GROUP, LLC, an Illinois limited liability company

By:

[Signature]
Michael L. Morris, its Manager

By:

[Signature]
Michelle G. Morris, its Manager



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EXHIBIT A

THE MORTGAGES

A. Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of May 5, 2006 from MGSY Corporation, an Illinois limited liability company to Lender recorded with the Recorder of Deeds in Cook County, Illinois on May 24, 2006 as Document No. 0614434073 encumbering the real property and all improvements thereon located at 1300 North State Parkway, Unit 1201 and P-19, Chicago, Illinois, and legally described as follows:

UNIT 1201 AND P-19 IN THE AMBASSADOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 5, 6 AND 7 IN THE SUBDIVISION OF LOT 5 AND OF SUBLot 1 OF LOT 4 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0511618089, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. EXCLUSIVE RIGHT TO USE PARKING SPACES P-2 AND P-3 AND STORAGE SPACE S-12, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0511618089.

P.I.N.: 17-04-218-051-1037 and
17-04-218-051-1065.

Common Address: 1300 North State Parkway, Unit 1201, and
P-19, Chicago, Illinois,