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Doc#: 1019744107 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/16/2010 11:24 AM Pg: 1 of 15

This instrument prepared by
and please return to:

Polsinelli Shughart PC
161 North Clark Street, Suite 4200
Chicago, Illinois 60601-3316
Attention: Kimberly K. Enders, Esq.

Parcel 1:

P.I.N.: 14-32-409-027-0000
COMMONLY KNOWN AS: 1909 N. Fremont Street, Chicago, IL 60614

Parcel 2:

P.I.N.: 14-32-409-026-0000
COMMONLY KNOWN AS: 1911 N. Fremont Street, Chicago, IL 60614

THIRD LOAN MODIFICATION, CROSS-COLLATERALIZATION, CROSS-DEFAULT AND EXTENSION AGREEMENT

The PrivateBank and Trust Company, an Illinois state chartered bank (hereinafter "**Lender**"), and George J. Willock IV and Elizabeth Pampel-Willock (collectively, "**Borrowers**") hereby enter into the following Third Loan Modification, Cross-Collateralization, Cross-Default and Extension Agreement (hereinafter the "**Third Modification**").

RECITALS

Lender and the Borrowers herewith acknowledge that:

1. Borrowers have borrowed a total of \$1,665,000.00 from Lender under the terms of three (3) loans (hereinafter "**Loans**"), described, evidenced and secured as follows:

A. A loan in the original note amount of \$500,000.00 (hereinafter "**1909 Fremont Loan**") evidenced by a Promissory Note executed by Borrowers dated August 31, 2002 under loan number 22130012511-9001 (hereinafter the "**1909 Fremont Note**"). The 1909 Fremont Note is secured by a Mortgage dated August 31, 2002 (hereinafter the "**1909 Fremont Mortgage**"), under which Borrowers granted to Lender a security

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interest in property more fully described therein, and commonly known as 1909 N. Fremont Street, Chicago, Illinois (hereinafter the "**1909 Fremont Property**") and recorded with the Cook County, Illinois Recorder of Deeds on October 22, 2002 as Document No. 0021157833. On June 10, 2005, Borrowers and Lender entered into a Change in Terms Agreement ("**First Change in Terms Agreement**") pursuant to which Lender increased the principal amount of the 1909 Fremont Loan to \$750,000.00 and extended the maturity date of the 1909 Fremont Loan until August 30, 2007. Borrowers and Lender also executed a Modification of Mortgage dated June 10, 2005 ("**Modification**"), which Modification was recorded on June 29, 2005 as Document No. 0518026195. On August 30, 2007, Borrowers and Lender entered into a second Change in Terms Agreement ("**Second Change in Terms Agreement**") pursuant to which Lender increased the principal amount of the 1909 Fremont Loan to \$875,000.00 and extended the maturity date until August 30, 2008. Borrowers and Lender also executed a second Modification of Mortgage ("**Second Modification**") dated August 30, 2007 and recorded with the Cook County, Illinois Recorder of Deeds on November 16, 2007 as Document No. 0732040004. On April 30, 2008, Borrowers executed and delivered to Lender a revised Promissory Note in the principal amount of \$875,000.00, which revised Promissory Note extended the maturity date of the 1909 Fremont Loan to September 30, 2008 ("**Revised 1909 Fremont Note**"). On September 30, 2008, Borrowers executed and delivered to Lender a second revised Promissory Note, in the principal amount of \$875,000.00, which second revised Promissory Note extended the maturity date of the Loan to September 29, 2009 ("**Second Revised 1909 Fremont Note**"). On September 29, 2009, Borrowers executed and delivered to Lender a third revised Promissory Note, in the principal amount of \$875,000.00, which third revised Promissory Note extended the maturity date of the 1909 Fremont Loan to March 31, 2010 ("**Third Revised 1909 Fremont Note**");

B. A loan in the original note amount of \$500,000.00 ("**1911 Fremont Loan**") evidenced by a Home Equity Agreement and Disclosure Statement executed by Borrowers dated January 4, 2006 under loan number 8339287520-1 (hereinafter the "**1911 Fremont Note**"). The 1911 Fremont Note is secured by a Mortgage dated January 4, 2006 (hereinafter the "**1911 Fremont Mortgage**"), under which Borrowers granted to Lender a security interest in property more fully described therein, and commonly known as 1911 N. Fremont Street, Chicago, Illinois (hereinafter the "**1911 Fremont Property**") and recorded with the Cook County, Illinois Recorder of Deeds on February 16, 2006 as Document No. 0604733092. On July 7, 2006, Borrowers and Lender entered into a Modification of Mortgage ("**1911 Fremont Modification**"), pursuant to which Lender increased the amount of the 1911 Fremont Loan to \$750,000.00. The 1911 Fremont Modification was recorded on September 20, 2006 as Document No. 062346000;

C. A revolving line of credit loan in the original amount of \$50,000.00 (hereinafter "**RLOC Loan**") evidenced by a Credit Agreement and Disclosure executed by Borrowers dated June 11, 2004 under loan number 8339201530-1 (hereinafter "**RLOC Agreement**"). On December 28, 2009, Borrowers and Lender entered into a Credit Agreement and Disclosure Change in Terms Agreement ("**RLOC Modification**"), pursuant to which, among other things, Lender decreased the principal amount of the Loan to \$40,000.00.

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2. On October 30, 2006, Borrowers guaranteed a Promissory Note in the amount of \$500,000.00 executed by HealthString, LLC, a Delaware limited liability company dated October 30, 2006 under loan number 2463687-9001 (“**HealthString Note**”). The HealthString Note is secured by a third mortgage on the 1911 Fremont Property granted by Borrowers dated October 30, 2006, which was recorded with the Cook County, Illinois Recorder of Deeds on November 27, 2006 as Document No. 0632906028.

3. Collectively, the 1909 Fremont Note, the Revised 1909 Fremont Note, the Second Revised 1909 Fremont Note, the Third Revised 1909 Fremont Note, the Fourth Revised 1909 Fremont Note hereinafter described, the 1911 Fremont Note and the RLOC Agreement and the RLOC Modification are referred to herein as the “**Notes**.” Collectively, the 1909 Fremont Mortgage, the 1911 Fremont Mortgage and the 1911 Fremont Second Mortgage are referred to herein as the “**Mortgages**.” The 1909 Fremont Property and the 1911 Fremont Property are referred to herein collectively as the “**Properties**” and individually as “**Property**.” The Notes, the Mortgages and all other documents, including but not limited to the documents described herein, executed by the Borrowers, or any of them, in connection with the Loans, are referred to herein as the “**Loan Documents**.” The Properties, the Mortgages and all other collateral identified in the Loan Documents are referred to herein as the “**Collateral**.”

4. The Properties are legally described on **Exhibit A** attached hereto.

5. The 1909 Fremont Loan and the RLOC Loan matured on March 31, 2010 and have not been paid and other defaults of the Loans have also occurred. Borrowers have now requested Lender to forebear exercising its rights under the Loan Documents to restructure the 1909 Fremont Loan and the LOC Loan and to extend the maturity date from March 31, 2010 until September 30, 2010. Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein, including but not limited to combining the 1909 Fremont Loan and the RLOC Loan and the cross-collateralization of the Collateral and cross-default of the combined loan with the 1911 Fremont Loan.

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

1. **Acknowledgement of Default.** Borrowers hereby acknowledge that the Loans are in default because Borrowers have failed to make payments on the Loans when due, failed to provide financial information as requested by Lender, failed to meet certain financial covenants and a foreclosure action has been filed by the holder of the first mortgage of the 1911 Fremont Mortgage. Borrowers hereby agree that in the event they do not fulfill the terms of this Third Modification, Lender has the right to accelerate all amounts due on the Loans and to seek its remedies under the Loan Documents and no further notice to Borrowers is required notwithstanding any notice requirements that may be contained in the Loan Documents.

2. **Cross-Collateralization of Collateral.** The Borrowers herewith agree that the Loans, and all indebtedness due under the Notes and the Mortgages, are fully cross collateralized, and all indebtedness due under any one or more of the Notes is secured by all of the Loan Documents and the Collateral. Lender may, in its sole and absolute discretion, elect to

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enforce such remedies as are available to it under the terms of any or all of the Loan Documents. Borrowers hereby grant a security interest in, assign, mortgage and pledge to Lender each and every item of the Collateral as collateral security for the repayment of all of the Notes and the performance of the covenants and agreements under all of the Loan Documents.

3. Cross-Default of Loans. The Borrowers herewith agree that any default or event of default that shall occur or that has occurred with respect to any of the Loans, or the Loan Documents, is hereby considered a default or an event of default with respect to all of the Loans. Such security interests, assignments, mortgages and pledges shall permit Lender to exercise any and all rights of enforcement and remedies afforded under any or all of the Loan Documents or otherwise as a "secured party" under the Illinois Uniform Commercial Code as in effect from time to time, together with any and all other rights and remedies otherwise provided and available to Lender at law or in equity as of the date of this Third Modification or the date of a default. Lender shall have the right to file, record or lodge with appropriate agencies of government or otherwise evidence of the security interests, assignments and pledges hereunder, including, without limitation, recording this Third Modification in the real estate records of Cook County, Illinois, and Borrowers agree to promptly execute and deliver financing statements and such other documents and instruments from time to time as Lender shall require to evidence or perfect such security interest, assignments and pledges given hereunder.

4. Extension, Modification and Combination of the 1909 Fremont Loan with the RLOC Loan. The Third Revised 1909 Fremont Note and the RLOC Modification are hereby modified and amended in their entirety by the Fourth Revised 1909 Fremont Note in the amount of Nine Hundred Fifteen Thousand (\$915,000.00) Dollars executed concurrently herewith, a copy of which is attached hereto as **Exhibit B** ("**Fourth Revised 1909 Fremont Note**"). The Fourth Revised 1909 Fremont Note evidences the outstanding principal balance of the 1909 Fremont Loan and the RLOC Loan.

5. Modification of Loan Documents. The Loan Documents are hereby modified and amended to secure the Revised 1909 Fremont Note as hereby modified and all references to the Notes in the Loan Documents are modified and amended to refer to the Revised 1909 Fremont Note as hereby modified. All interest charged on and all payments made on the Notes previously are unchanged.

6. Effective Date. This Third Modification shall be effective upon Lender's receipt of this Third Modification executed by the parties hereto and the following documents and items:

- (a) the Fourth Revised 1909 Fremont Note in the amount of \$915,000.00;
- (b) date down endorsements to Lender's loan title insurance policies, with increase of insurance for 1909 Fremont Loan;
- (c) a release of lien and lis pendens foreclosure from Emigrant Mortgage Company Inc.;
- (d) payment of all due and unpaid taxes; and
- (e) payment of the costs set forth in Section 10 hereof.

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7. Modification. This Third Modification shall constitute an amendment of the Collateral and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Notes reference is made to the Loan 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 Mortgages and other Loan Documents as revised by this Third Modification, or the covenants, conditions and agreements therein contained or contained in the Notes.

8. Conflict. 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.

9. Representations and Warranties. Borrowers do hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

10. Expenses. Borrowers hereby agree to pay Lender's expenses arising out of and in connection with this Third Modification including, but not limited to, attorneys' fees, title insurance premiums and recording fees.

11. Waiver of Defenses. As an inducement to Lender to enter in this Third Modification, the Borrowers each acknowledge and agree that:

(a) the Lender has fully performed all of its obligations under the Loan Documents recited herein and otherwise between the parties hereto;

(b) each of the Borrowers waives and affirmatively agrees not to allege, assert or otherwise pursue any claim, defense, affirmative defense, counterclaim, cause of action, setoff or other right which any of them may have, or claim to have, as of the date hereof, against Lender, whether known or unknown, including, but not limited to, any contest of:

i) the existence and materiality of the defaults stated herein;

ii) the enforceability, applicability or validity of any provision of any of the Loan Documents, except as modified by this Third Modification, or the enforcement or validity of the terms and provisions of this Third Modification;

iii) the right of Lender to demand immediate payment and performance of the obligations of the Borrowers pursuant to any of the Loan Documents or this Third Modification;

iv) the existence, validity, enforceability or perfection of security interests granted to Lender in any of the collateral securing any of the obligations under the Loan Documents or this Third Modification, whether real or personal property, tangible or intangible, or any right or other interest, now or hereafter arising;

v) the conduct of the Lender in administering the financial arrangements between Lender and the Borrowers under any of the Loan Documents or this Third Modification; and

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vi) any legal fees and expenses incurred by Lender and charged to the Borrowers pursuant to any of the Loan Documents;

(c) all of the proceeds of the Loans were used to finance Borrowers' business investments and are not consumer loans.

12. **JURY WAIVER.** BORROWERS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTES, THIS THIRD MODIFICATION, THE MORTGAGES, OR ANY OF THE DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH LENDER, BORROWERS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWERS OR ANY OF THEM.

13. **JURISDICTION.** BORROWERS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE COURT SITTING IN COOK COUNTY, ILLINOIS OR ANY FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON AND BORROWERS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWERS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWERS IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO BORROWERS AT THEIR ADDRESSES AS SPECIFIED HEREIN OR OTHERWISE IN THE RECORDS OF LENDER. BORROWERS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING, AFTER ALL APPEAL RIGHTS ARE EXHAUSTED, SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

BORROWERS AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST LENDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREINABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWERS OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS; PROVIDED, HOWEVER, UNLESS LENDER IS REQUIRED BY LAW TO INSTITUTE PROCEEDINGS IN ANY OTHER JURISDICTION, LENDER SHALL FIRST INSTITUTE PROCEEDINGS IN A STATE

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COURT SITTING IN COOK COUNTY, ILLINOIS OR ANY FEDERAL COURT SITTING IN CHICAGO, ILLINOIS.

14. U.S.A. Patriot Act. Borrowers warrant to Lender that neither Borrowers nor any affiliate are identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the “**Blocked Persons Lists**”) including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Borrowers covenant to Lender that if they become aware that they or any affiliate are identified on any Blocked Persons List, Borrowers shall immediately notify Lender in writing of such information. Borrowers further agree that in the event they or any affiliate are at any time identified on any Blocked Persons List, such event shall be an Event of Default, and shall entitle Lender to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, Lender may immediately contact the Office of Foreign Assets Control and any other government agency Lender deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Lender will forbear enforcement of its rights and remedies during such time as: (1) the person (“**Person**”) identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person’s inclusion in a Blocked Persons List, and (2) Lender determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of Lender and encumbering, any part of the Premises (as defined in the Mortgage) or otherwise adversely impact the ability of any Person to perform such Person’s obligations under or with respect to any Loan Documents.

Signature page follows

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IN WITNESS WHEREOF, the parties hereto have executed this Third Modification as on June 23, 2010 to take effect as of March 31, 2010.

LENDER:

The PrivateBank and Trust Company, an Illinois state chartered bank

By: [Signature]
Its MANAGING DIRECTOR

BORROWERS:

[Signature]
George J. Willock IV

[Signature]
Elizabeth Pampel-Willock

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 George J. Willock, Managing Director of The PrivateBank and Trust Company, an Illinois banking corporation, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal June 23, 2010.



[Signature]
Notary Public
Lisa Starnig

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 that George J. Willock IV, 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, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal June 23, 2010.



[Signature]
Notary Public
Lisa Starnig

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STATE OF ILLINOIS)
)
 COUNTY OF ~~COOK~~) SS
 Lake

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that John Presberg, Managing Director of The PrivateBank and Trust Company, an Illinois banking corporation, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal June 23, 2010.

Christine Schaefer
 Notary Public



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EXHIBIT A

PARCEL ONE:

LOT 4 IN THE SUBDIVISION OF LOT 48 IN SUBDIVISION OF BLOCK 7 OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 14-32-409-027-0000
COMMONLY KNOWN AS: 1909 N. Fremont Street, Chicago, IL 60614

PARCEL TWO:

LOT 47 IN BLOCK 7 OF SUBDIVISION OF BLOCK 5 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-32-409-026-0000
COMMONLY KNOWN AS: 1911 N. Fremont Street, Chicago, IL 60614

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EXHIBIT B

PROMISSORY NOTE (“Fourth Revised 1909 Fremont Note”)

\$915,000.00

As of March 31, 2010

FOR VALUE RECEIVED the undersigned, George J. Willock IV and Elizabeth Pampel-Willock (collectively, “**Borrowers**”), jointly and severally, promise to pay to the order of The PrivateBank and Trust Company (said Bank and each successive owner and holder of this Note being hereinafter called “**Holder**”), the principal sum of Nine Hundred Fifteen Thousand Dollars (\$915,000.00), or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

The rate of interest payable on this Note will change from time to time as hereafter provided. Monthly payments on account of this Note are to be made in such amounts as are appropriate to amortize the principal balance, if any, from time to time as the rate of interest changes. Payments on account of this Note shall be made as follows:

(a) On April 30, 2010 and on the last business day of each succeeding month thereafter until all amounts due hereunder are paid, there shall be paid on account of this Note interest at a rate equal to the greater of: (i) the prime rate of interest plus one-half (0.5%) percent in effect from time to time at Lender, or (ii) four and one-half percent (4.5%) per annum, based on a year having 360 days. Lender’s prime rate of interest is the highest prime rate of interest published in *The Wall Street Journal*.

(b) On June 30, 2010 and on the last business day of each succeeding month thereafter until all amounts due hereunder are paid, there shall be paid \$5,000.00, which will be applied to the principal balance of the Note.

(c) On September 30, 2010 (“**Maturity Date**”), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

Interest shall be calculated on the basis of a year having 360 days and paid based on the actual days outstanding. Borrowers acknowledge that the calculation method results in a higher effective interest rate than the numeric rate stated in subparagraph (a) above and Borrowers agree to this calculation method.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of The PrivateBank and Trust Company, 120 South LaSalle Street, Suite 200, Chicago, Illinois 60603.

This Note may be prepaid, without premium or penalty, in whole or in part, and all accrued interest hereon shall be payable and shall be paid on the date of prepayment.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest is not paid within five (5) days after the date the same is due, the undersigned

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EXHIBIT B

promises to pay a "**Late Charge**" of five (5%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

This Note is executed pursuant to a Third Loan Modification, Cross-Collateralization, Cross-Default and Extension Agreement ("**Third Modification**") executed concurrently herewith. This Note replaces a Promissory Note in the amount of \$500,000.00 made by Borrowers on August 31, 2002 ("**Original 1909 Fremont Note**"); the amount of which was increased to \$750,000.00 by a Change in Terms Agreement between Holder and Borrowers dated June 10, 2005 ("**First Change in Terms Agreement**"), pursuant to which Holder and Borrowers executed a Modification of Mortgage which was recorded with the Cook County, Illinois Recorder of Deeds on June 29, 2005 as Document No. 0518026195 ("**First Modification**"); the amount of which was increased to \$875,000.00 by a second Change in Terms Agreement dated August 30, 2007 ("**Second Change in Term Agreement**"), pursuant to which Holder and Borrowers executed a second Modification of Mortgage which was recorded with the Cook County, Illinois Recorder of Deeds on November 16, 2007 as Document No. 0732040004 ("**Second Modification**"), then replaced by a Promissory Note in the amount of \$875,000.00 which extended the maturity date, executed by Borrowers on April 30, 2008 ("**Revised 1909 Fremont Note**"); and replaced by a Promissory Note in the amount of \$875,000.00 which extended the maturity date, executed by Borrowers on September 30, 2009 ("**Second Revised 1909 Fremont Note**"); and replaced again by a Promissory Note in the amount of \$875,000.00 which extended the maturity date, executed by Borrowers on September 29, 2009 ("**Third Revised 1909 Fremont Note**"). This Note also replaces the indebtedness represented by a Credit Agreement and Disclosure in the amount of \$10,000.00 executed by Borrowers on June 11, 2004 ("**RLOC Agreement**") and modified by a Credit Agreement and Disclosure Change in Terms Agreement in the amount of \$40,000.00 executed by Borrowers and Holder on December 28, 2009 ("**RLOC Modification**"). Amounts outstanding pursuant to the Original 1909 Fremont Note, First Change in Terms Agreement, Second Change in Terms Agreement, Revised 1909 Fremont Note, Second Revised 1909 Fremont Note, Third Revised 1909 Fremont Note, RLOC Agreement and RLOC Modification shall be outstanding under this Note. All interest rates applicable to and charged on the Original 1909 Fremont Note, First Change in Terms Agreement, Second Change in Terms Agreement, Revised 1909 Fremont Note, Second Revised 1909 Fremont Note, Third Revised 1909 Fremont Note, RLOC Agreement and RLOC Modification and all payments made on the Original 1909 Fremont Note, First Change in Terms Agreement, Second Change in Terms Agreement, Revised 1909 Fremont Note, Second Revised 1909 Fremont Note, Third Revised 1909 Fremont Note, RLOC Agreement and RLOC Modification are unchanged. Pursuant to the Third Modification, the Mortgage, the First Modification, the Second Modification, the RLOC Modification and other security documents (collectively "**Security Documents**") are modified to secure this Note.

At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default in the payment of principal or interest when due in accordance with the terms hereof or upon the occurrence of any "**Event of Default**" under the Security Documents.

Under the provisions of the Third Modification, the Security Documents, the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Third Modification, the

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EXHIBIT B

Mortgage and the other Security Documents are, by this reference, incorporated herein in their entirety and notice is given of such possibility of acceleration.

The principal hereof, including each installment of principal, shall bear interest after the occurrence of an event of default, not cured within the applicable cure period, at the annual rate (herein called the "**Default Rate**") determined by adding six (6.0%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

No failure on the part of Bank or any holder hereof to exercise any right or remedy hereunder, whether before or after the occurrence of an event of default, shall constitute a waiver thereof, and no waiver of any past default shall constitute a waiver of any future default or of any other default. No failure to accelerate, nor acceptance of a past-due installment, nor indulgence granted shall be construed to be a waiver of the right to insist upon prompt payment and to impose the late payment penalty and the default rate, retroactively or prospectively, or shall be deemed a waiver of any right of acceleration or any other right which Bank may have, whether by law or agreement or otherwise. None of the foregoing shall operate to release, change or effect the liability of Borrowers endorser or guarantor of this Note, and Borrowers and each endorser and guarantor hereby expressly waive the benefit of any statute or rule of law or equity which would produce a result contrary to or in conflict with the foregoing.

Borrowers waive notice of default, presentment, notice of dishonor, protest and notice of protest.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promise to pay all costs incurred by Holder in connection therewith including, but not limited to, court costs, litigation expense and reasonable attorneys' fees.

Payments received on account of this Note shall be applied first to the payment of any amounts due pursuant to the next preceding paragraph, secondly to interest and Late Charges and the balance to principal.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrowers, Escrowees or otherwise for the benefit of Borrowers shall, for all purposes, be deemed outstanding hereunder and received by Borrowers as of the date of such mailing, wire transfer or other delivery, and interest shall accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by such Escrowees to the Borrowers.

BORROWERS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE ORIGINAL 1909 FREMONT NOTE, THE FIRST CHANGE IN TERMS AGREEMENT, THE SECOND CHANGE IN TERMS AGREEMENT, THE REVISED 1909 FREMONT NOTE, THE SECOND REVISED 1909 FREMONT NOTE, THE THIRD REVISED 1909 FREMONT NOTE,

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EXHIBIT B

THE RLOC AGREEMENT, THE RLOC MODIFICATION, THE MODIFICATION, THE SECOND MODIFICATION, THE MORTGAGE, OR ANY OF THE OTHER OBLIGATIONS, OR THE COLLATERAL SECURED BY THE SECURITY DOCUMENTS, OR ANY AGREEMENT, EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH HOLDER AND BORROWERS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWERS OR EITHER OF THEM.

BORROWERS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON AND BORROWERS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWERS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWERS IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO SUCH BORROWERS AT ITS ADDRESS AS SPECIFIED HEREIN OR OTHERWISE IN THE RECORDS OF THE HOLDER. BORROWERS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

BORROWERS AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST HOLDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREINABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF HOLDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF HOLDER TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWERS OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

Borrowers warrant to Holder that none of the Borrowers nor any affiliate is identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Borrowers covenant to Holder that if they become aware that any of them or any affiliate is identified on any Blocked Persons List, the Borrowers shall immediately notify the Holder in writing of such information. Borrowers further agree that in the event either of them or any affiliate is at any time identified on any Blocked Persons List, such event shall be an Event of

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Default, and shall entitle Holder to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, the Holder may immediately contact the Office of Foreign Assets Control and any other government agency the Holder deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Holder will forbear enforcement of its rights and remedies during such time as (1) the person ("**Person**") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List and (2) the Holder determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of the Holder and encumbering, any part of the Premises (as defined in the Mortgages) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

Time is of the essence of this Note and each provision hereof.

IN WITNESS WHEREOF, Borrowers have executed this Promissory Note on June 27, 2010, to be effective on March 31, 2010.



 George J. Willock IV



 Elizabeth Pappel-Willock