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This document was prepared by,
and after recording, return to:

James A. Schraidt, Esq.
SCOTT & KRAUS, LLC
150 South Wacker Drive, Suite 2900
Chicago, IL 60606

Doc#: 1108731073 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/28/2011 03:42 PM Pg: 1 of 12

Permanent Tax Index Number(s):
20-35-231-030-0000

Property Address:
8220-40 S. Stony Island
Chicago, Illinois 60617

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FOURTH MODIFICATION TO LOAN DOCUMENTS

THIS FOURTH MODIFICATION TO LOAN DOCUMENTS (this "Agreement") is dated as of January 14, 2011, by and among T & D PROPERTY GROUP LLC, an Illinois limited liability company (the "Borrower"), MUSA P. TADROS, an Individual ("Musa"), RAJI DABABNEH, an individual ("Raji", together with Musa, the "Individual Guarantors"), The Musa Tadros Family Limited Partnership, an Illinois limited partnership ("Musa LP"), The Musa Tadros Family Limited Partnership II, an Illinois limited partnership ("Musa LP II"), The Paula Tadros Family Limited Partnership, an Illinois limited partnership ("Paula LP", together with Musa LP and Musa LP II, collectively, the "Partnership Guarantors") (the Partnership Guarantors and the Individual Guarantors each, individually, a "Guarantor" and, collectively, the "Guarantors"), and COLE TAYLOR BANK, an Illinois banking corporation (the "Lender"), whose address is 225 West Washington Street, Ninth Floor, Chicago, Illinois 60606.

WITNESSETH:

- A. Lender made a loan to Borrower in the principal amount of \$3,000,000 (the "Loan").
- B. One or more of Borrower, Guarantors, and Lender heretofore have been parties to the following agreements, documents and instruments evidencing and/or securing the Loan (collectively, the "Loan Documents"):

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1. Note dated as of June 15, 2007, made by Borrower payable to the order of Lender in the principal amount of \$3,000,000 (the "Prior Note");
 2. Construction Mortgage dated as of June 15, 2007, made by Borrower in favor of Lender and recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on June 22, 2007, as document no. 0717303114, encumbering the property commonly known as 8220-40 S. Stony Island, Chicago, IL 60617 and legally described on Exhibit "A" thereto (the "Mortgaged Property");
 3. Collateral Assignment of Rents and Leases dated as of June 15, 2007, made by Borrower in favor of Lender, and recorded in the Recorder's Office on June 22, 2007, as document no. 0717303115, encumbering the Mortgaged Property;
 4. Guaranty of Payment and Performance dated as of June 15, 2007 (the "Guaranty"), made by the Individual Guarantors in favor of Lender;
 5. Security Agreement dated as of June 15, 2007, made by Borrower in favor of Lender;
 6. Environmental Indemnity Agreement dated as of June 15, 2007, made by Borrower and Individual Guarantors in favor of Lender;
 7. Assignment of Permits and Developer's Rights dated as of June 15, 2007, made by Borrower in favor of Lender;
 8. Guaranty of Payment and Performance dated as April 15, 2010, made by the Partnership Guarantors in favor of Lender; and
 9. any and all other documents, agreements or instruments executed or delivered at any time in connection with the Loan.
- C. The Loan Documents have been modified and amended by the following (collectively, the "Prior Modification Agreements"):
1. June 2009 Loan Modification Agreement dated as of June 15, 2009, by and between Borrower and Lender, recorded in the Recorder's Office on August 13, 2009, as document no. 0922522062;
 2. October 2009 Loan Modification Agreement dated as of October 15, 2009, by and between Borrower and Lender; and
 3. Third Modification to Loan Documents dated as of April 15, 2010, by and among Borrower, Musa, Raji and Lender.
- D. The parties desire to make certain modifications and amendments to the Loan Documents as previously modified and amended by the Prior Modification

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Agreements to, among other things: (i) amend and restate the Prior Note; (ii) provide for a success fee at payoff or refinance of the Loan; (iii) acknowledge that no further draws or advances on the Loan shall be available to Borrower; and (iv) modify the Loan Documents to reflect all amendments, modifications, extensions, renewals, restatements, substitutions or replacements thereof through the date hereof pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower, Guarantors and Lender hereby agree as follows:

1. AGREEMENTS

1.1 RECITALS. The foregoing Recitals are hereby made a part of this Agreement.

1.2 DEFINITIONS. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Loan Documents.

1.3 REFERENCES TO DOCUMENTS. Except as otherwise stated in this Agreement, all references in this Agreement to any one or more of the Loan Documents shall be deemed to include the previous modifications and amendments to the Loan Document provided for in the Prior Modification Agreements, whether or not express reference is made to such previous modifications and amendments.

2. AMENDMENT TO THE LOAN DOCUMENTS

2.1 Extension of Maturity Date. All references in the Loan Documents to the "Maturity Date" of the Replacement Note (as defined herein) shall mean January 2, 2012. The words and figures "January 14, 2011", in reference to the maturity date of the Replacement Note, are hereby replaced with the words and figures "January 2, 2012" in each place they appear in such Loan Documents.

2.2 No Additional Draws or Advances on the Loan. Effective as of the date hereof, Borrower acknowledges and agrees that there shall be no further draws or advances on the Loan.

3. AMENDED AND RESTATED PROMISSORY NOTE. Contemporaneously herewith, in order to evidence the modifications to the Loan Documents referenced above, Borrower agrees to execute and deliver to Lender (in a form acceptable to Lender) that certain Amended and Restated Note of even date herewith in the principal amount of \$2,185,371.80 (the "Replacement Note"). The Replacement Note is being executed in amendment, renewal, replacement and substitution of the Prior Note (but not in payment thereof). All amounts outstanding under the Prior Note as of the date hereof shall be deemed to be automatically outstanding under the Replacement Note.

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4. **SUCCESS FEE.** In consideration of Lender entering into this Agreement and to continuing to make the Loan available to Borrower, Borrower shall pay, or cause to be paid, to Lender a fee in the amount of Ten Thousand Nine Hundred Twenty-Six and 86/100 Dollars (\$10,926.86) which fee shall be fully earned and payable to Lender on the Maturity Date or upon refinancing of the Loan.

5. **DOCUMENTS TO REMAIN IN EFFECT; CONFIRMATION OF OBLIGATIONS; REFERENCES.** The Loan Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended by the Prior Modification Agreements and as expressly modified and amended herein. Each of Borrower and Guarantors hereby (i) confirms and reaffirms all of its or his obligations under the Loan Documents, as previously modified and amended by the Prior Modification Agreements and as modified and amended herein; (ii) acknowledges and agrees that the Lender, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents except as expressly provided herein; (iii) acknowledges and agrees that, except as expressly provided herein, the Lender has not heretofore waived any default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledges that it or he does not have any defense, set off or counterclaim to the payment or performance of any of its or his obligations under the Loan Documents as previously modified and amended by the Prior Modification Agreements and as modified and amended herein. All references in the Loan Documents to any one or more of the Loan Documents, or to the "Loan Documents" shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified and amended by the Prior Modification Agreements and as modified and amended by this Agreement.

6. **REPRESENTATIONS AND WARRANTIES**

6.1 **Authorization; No Conflicts.** This Agreement has been duly authorized, executed and delivered by Borrower and Guarantors and constitutes a valid and legally binding obligation enforceable against Borrower and Guarantors. The execution and delivery of this Agreement and the Loan Documents and compliance with the provisions thereof under the circumstances contemplated therein do not and will not conflict with or constitute a breach or violation of or default under the articles of organization or operating agreement of Borrower, or any agreement or other instrument to which Borrower or Guarantors is a party, or by which any such party is bound, or to which any of his or its properties are subject, or any existing law, administrative regulation, court order or consent decree to which any such party is subject.

6.2 **Compliance with Loan Documents.** The representations and warranties set forth in the Loan Documents, as amended hereby, are true and correct with the same effect as if such representations and warranties had been made on the date hereof, with the exception that all references to the financial statements shall mean the financial statements most recently delivered to Lender and except for such changes as are specifically permitted under the Loan Documents. In addition, each of Borrower and

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Guarantors have complied with and is in compliance with all of the covenants set forth in the Loan Documents, as amended hereby.

6.3 No Litigation. There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Agreement or any of the Loan Documents, or questioning the validity thereof, or in any way contesting the existence or powers of Borrower or any Guarantor, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or any of the Loan Documents, or would result in any material adverse change in the financial condition, properties, business or operations of Borrower or any Guarantor.

6.4 Recitals. The statements contained in the recitals to this Agreement are true and correct.

6.5 Validity and Binding Effect of Loan Documents. The Loan Documents, as amended hereby, are legal, valid and binding obligations of Borrower and Guarantors enforceable against Borrower and Guarantors in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

7. RELEASE AND WAIVER. Each of Borrower and Guarantors do hereby release Lender and its officers, directors, employees, agents, attorneys, personal representatives, successors, predecessors and assigns from all manner of actions, cause and causes of action, suits, deaths, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, and particularly, without limiting the generality of the foregoing, in connection with the Loan Documents and any agreements, documents and instruments relating to the Loan Documents and the administration of the Loan Documents, all indebtedness, obligations and liabilities of Borrower or Guarantors to Lender and any agreements, documents and instruments relating to the Loan Documents (collectively, the "Claims"), which Borrower or Guarantors now have against Lender or ever had, or which might be asserted by their heirs, executors, administrators, representatives, agents, successors, or assigns based on any Claims which exist on or at any time prior to the date of this Agreement. Each of Borrower and Guarantors expressly acknowledge and agree that they have been advised by counsel in connection with this Agreement and that they each understand that this Paragraph constitutes a general release of Lender and that they each intend to be fully and legally bound by the same.

8. CONDITIONS PRECEDENT. This Agreement shall become effective as of the date above first written after receipt by Lender of the following:

8.1 Agreement. This Agreement duly executed by Borrower, Guarantors and Lender.

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8.2 Replacement Note. Amended and Restated Note duly executed by Borrower.

8.3 Certificates and Authorizing Resolutions. A certified copy of resolutions of the Manager of Borrower and of each of the General Partners of the applicable Guarantors authorizing the execution, delivery and performance of this Agreement and the related loan documents.

8.4 Other Documents. Such other documents, certificates, resolutions and/or opinions of counsel as Lender may request.

9. GENERAL.

9.1 Governing Law; Severability. This Agreement shall be construed in accordance with and governed by the laws of Illinois. Wherever possible, any provision in of any of the Loan Documents and this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision in any of the Loan Documents and this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Loan Documents and this Agreement.

9.2 Successors and Assigns. This Agreement shall be binding upon each of Borrower, Guarantors and Lender and their respective successors and assigns, and shall inure to the benefit of Borrower, Guarantors and Lender and the successors and assigns of Lender.

9.3 Expenses. Borrower shall pay all costs and expenses in connection with the preparation of this Agreement and other related loan documents, including, without limitation, reasonable attorneys' fees. Borrower shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Agreement and the other instruments and documents to be delivered hereunder, and agrees to save Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

9.4 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

9.5 Jury Waiver. BORROWER, GUARANTORS AND LENDER IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING: (a) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith; OR (b) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY

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SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, the parties have executed this Third Modification to Loan Documents as of the date first above written.

BORROWER:

T & D PROPERTY GROUP LLC, an Illinois limited liability company

By: Crown Commercial Real Estate and Development, Inc., an Illinois corporation, its Manager

By: Musa P. Tadros
Musa P. Tadros, its President

LENDER:

COLE TAYLOR BANK, an Illinois banking corporation

By: Army R. Hodson
Name: Army R. Hodson
Title: Vice President

GUARANTORS:

Musa P. Tadros
Musa P. Tadros, individually

Raji Dababneh
Raji Dababneh, individually

THE MUSA TADROS FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership

By: Crown Commercial Real Estate and Development, Inc., an Illinois corporation, its General Partner

By: Musa P. Tadros
Musa P. Tadros, its President

THE MUSA TADROS FAMILY LIMITED PARTNERSHIP II, an Illinois limited partnership

By: Crown Commercial Real Estate and Development, Inc., an Illinois corporation, its General Partner

By: Musa P. Tadros
Musa P. Tadros, its President

THE PAULA TADROS FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership

By: Crown Commercial Real Estate and Development, Inc., an Illinois corporation, its General Partner

By: Musa P. Tadros
Musa P. Tadros, its President

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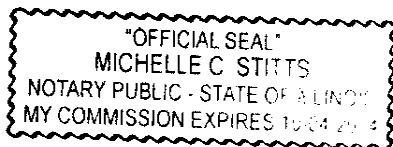
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Acknowledgements

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Musa P. Tadros, in his individual capacity and his capacity as the President of Crown Commercial Real Estate and Development, Inc., an Illinois corporation, which is the Manager of T & D Property Group, LLC, an Illinois limited liability company, and the General Partner of THE MUSA TADROS FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership, THE MUSA TADROS FAMILY LIMITED PARTNERSHIP II, an Illinois limited partnership, and THE PAULA TADROS FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership, is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacities, 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 and said limited partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ~~February~~ ^{MARCH} 25, 2011.



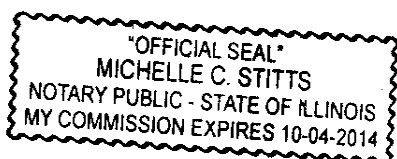
Michelle Stitts
 Notary Public

My Commission Expires: 10/4/2014

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Raji Dababneh, 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ~~February~~ ^{MARCH} 25, 2011.



Michelle Stitts
 Notary Public

My Commission Expires: 10/4/2014

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.
)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Amy R. Hodson of COLE TAYLOR BANK, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered 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 this ^{March} ~~February~~ 25, 2011.



Michelle C. Stitts
Notary Public

My Commission Expires: 10/4/2014

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EXHIBIT A

LEGAL DESCRIPTION

Common Address: 8220-40 S. Stony Island, Chicago, Illinois

PIN: 20-35-231-030-0000

Legal Description:

LOT 8 TO 15, INCLUSIVE, IN BLOCK 1 IN SMITHS SUBDIVISION OF THE SOUTH
1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,
TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

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