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THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:

Doc#: 1117418023 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/23/2011 12:07 PM Pg: 1 of 14

Drew J. Scott, Esq.
Scott & Kraus, LLC
150 S Wacker Dr, Suite 2900
Chicago, IL 60660

112008349-1

The space above reserved for recorder's use.

FIRST MODIFICATION TO LOAN DOCUMENTS

THIS FIRST MODIFICATION TO LOAN DOCUMENTS (this "Agreement") is made and entered into effective as of January 1, 2011, by and among STANLEY A WILK, an individual ("Wilk"), and 6643 WEST 19TH CORP., an Illinois corporation ("6643 W 19th"), and together with Wilk are, collectively, "Borrower", and FIRST CHICAGO BANK AND TRUST, an Illinois banking corporation ("Lender").

WITNESSETH:

A. Lender made a construction loan to Wilk in the original principal amount of \$966,680.00 (the "Loan") pursuant to that certain Construction Loan Agreement dated as of October 5, 2005 by and between Lender and Wilk (the "Original Loan Agreement"), as amended and replaced by that certain Business Loan Agreement dated July 5, 2010 by and between Lender and Wilk (the "Business Loan Agreement"), and together with the Original Loan Agreement are, collectively, the "Loan Agreement").

B. The Loan is evidenced by that certain Promissory Note made by Borrower dated October 5, 2005 in the amount of \$966,680.00 in favor of Lender Bank (the "2005 Note"), as modified by: (i) that certain Change in Terms Agreement dated October 1, 2006 in the amount of \$966,680.00; (ii) that certain Change in Terms Agreement dated April 1, 2007 in the amount of \$835,326.52; (iii) that certain Change in Terms Agreement dated October 1, 2007 in the amount of \$566,227.00; (iv) that certain Change in Terms Agreement dated April 1, 2008 in the amount of \$433,606.00; (v) that certain Change in Terms Agreement dated October 5, 2008 in the amount of \$446,606.00; (vi) that certain Change in Terms Agreement dated April 5, 2009 in the amount of \$443,661.44; (vii) that certain Change in Terms Agreement dated April 5, 2010 in the amount of \$440,772.20; and (viii) that certain Change in Terms Agreement dated July 5, 2010 in the amount of \$443,178.99, together with all renewals, extensions, modifications, refinancings,

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consolidations and substitutions therefor (the 2005 Note and all amendments and modifications thereto are collectively, the "Note").

C. The Loan is secured by that certain: (a) Mortgage dated October 5, 2005 made by Wilk in favor of Lender and recorded in the office of the Cook County Recorder of Deeds on October 19, 2005 as document no. 0529235493, as amended and restated by that certain Mortgage dated April 5, 2009 made by 6643 W 19th in favor of Lender and recorded in the office of the Cook County Recorder of Deeds on July 7, 2009 as document no. 0918811041 (the "Mortgage"), creating a first mortgage lien on certain real property (the "Premises") legally described in the Mortgage and (b) Assignment of Rents dated as of October 5, 2005, executed by Wilk in favor of Lender, relating to the Premises (the "Assignment of Rents").

D. Borrower has previously executed and delivered to Lender that certain Environmental Indemnity Agreement dated October 5, 2005 (the "Indemnity Agreement"). The Note, the Loan Agreement, the Mortgage, the Assignment of Rents, the Indemnity Agreement and any and all other documents or instruments executed at any time evidencing or securing the Loan, each as may be amended, modified or restated from time to time, are hereinafter referred to collectively as the "Loan Documents".

E. Borrower and Lender have agreed to modify the Loan Documents to, among other things: (i) add 6642 W 19th as a co-borrower under the Loan; (ii) amend, restate, replace and substitute for the Note (a) that certain Replacement A-Note of even date herewith made by Borrower in the amount of \$300,000.00 (the "A-Note") and (b) that certain Replacement B-Note of even date herewith made by Borrower in the amount of \$143,179.00 (the "B-Note"), which shall collectively evidence the Loan; (iii) extend the maturity date of the Loan to December 31, 2013; (iv) fix the interest rate of the A-Note at 5.00% per annum and fix the interest rate of the B-Note at 1.00% per annum; (v) provide for amended principal and interest payments; (vi) provide for collection of a real property tax escrow; (vii) provide deeds in lieu of foreclosure to be held in escrow by Lender; (viii) provide for application of net proceeds of the sale of condominium units in the Premises; and (ix) modify the Loan Documents to reflect all amendments, modifications, extensions, renewals, restatements, substitutions or replacements thereof through the date hereof, all pursuant to the terms and conditions hereinafter set forth.

F. As of the date of this Agreement, the current outstanding balance of the Note is \$443,179.00.

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

1. AGREEMENTS.

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

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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 Agreement, as modified hereby.

2. AMENDMENTS TO THE LOAN AGREEMENT.

2.1 Addition of Borrower. 6643 W 19th is hereby added as a co-borrower under the Loan Agreement. All instances of the word "Borrower" in the Loan Agreement shall mean Wilk and 6643 W 19th, jointly and severally. 6643 W 19th hereby covenants and agrees that it shall perform pay all amounts and perform all obligations of Borrower pursuant to the Loan Documents.

2.2 Amendments to Definitions. The following definitions contained in the Definitions Section of the Loan Agreement are hereby amended and restated as follows:

Borrower The word "Borrower" means Stanley A Wilk, an individual, and 6643 West 19th Corp., an Illinois corporation, jointly and severally, and includes all co-signers and co-makers signing the Note and all their successors, personal representatives and assigns.

Note. The word "Note" means that certain Promissory Note made by Borrower dated October 5, 2005 in the amount of \$966,680.00 in favor of Labe Bank, as modified by: (i) that certain Change in Terms Agreement dated October 1, 2006 in the amount of \$966,680.00; (ii) that certain Change in Terms Agreement dated April 1, 2007 in the amount of \$835,326.52; (iii) that certain Change in Terms Agreement dated October 1, 2007 in the amount of \$566,227.00; (iv) that certain Change in Terms Agreement dated April 1, 2008 in the amount of \$433,606.00; (v) that certain Change in Terms Agreement dated October 5, 2008 in the amount of \$446,606.00; (vi) that certain Change in Terms Agreement dated April 5, 2009 in the amount of \$443,661.44; (vii) that certain Change in Terms Agreement dated April 5, 2010 in the amount of \$440,772.20; (viii) that certain Change in Terms Agreement dated July 5, 2010 in the amount of \$443,178.99; as substituted by (a) that certain Replacement A-Note dated January 1, 2011 made by Borrower in the amount of \$300,000.00 and (b) that certain Replacement B-Note dated January 1, 2011 made by Borrower in the amount of \$143,179.00, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions therefor.

2.3 Addition of Tax Escrow. (a) Borrower shall deposit with Lender, on the fifth day of each month until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th)

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of one hundred ten percent (110.00%) of the most recent ascertainable annual Taxes (as defined herein) on the Collateral. If requested by Lender, Borrower shall also deposit with Lender an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual Taxes, as estimated by Lender. Such deposits are to be held without any allowance of interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default shall exist, Lender shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from Borrower) or shall release sufficient funds to Borrower for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, Borrower shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of Lender. Lender, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. As used herein "Taxes" means all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever, whether or not assessed against Borrower, if applicable to the Collateral or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to Borrower's right to contest the same, as provided by the terms hereof; and Borrower will, upon written request, furnish to Lender duplicate receipts therefor within fifteen (15) days after Lender's request.

(b) Upon an Event of Default, Lender may, at its option, apply any monies at the time on deposit pursuant to this Section to cure an Event of Default or to pay any of the Indebtedness in such order and manner as Lender may elect. If such deposits are used to cure an Event of Default or pay any of the Indebtedness, Borrower shall immediately, upon demand by Lender, deposit with Lender an amount equal to the amount expended by Borrower from the deposits. When the Indebtedness has been fully paid, any remaining deposits shall be returned to Borrower. Such deposits are hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of Borrower. Lender shall not be liable for any failure to apply to the payment of Taxes any amount so deposited unless Borrower, prior to an Event of Default, shall have requested Lender in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. Lender shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

3. AMENDMENTS TO THE MORTGAGE.

3.1 Amendments to Definitions. The following definitions contained in the Definitions Section of the Mortgage are hereby amended and restated as follows:

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Borrower. The word "Borrower" means Stanley A Wilk, an individual, and 6643 West 19th Corp., an Illinois corporation, jointly and severally, and includes all co-signers and co-makers signing the Note and all their successors, personal representatives and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, as amended or restated from time to time.

Note. The word "Note" means that certain Promissory Note made by Borrower dated October 5, 2005 in the amount of \$966,680.00 in favor of Labe Bank, as modified by: (i) that certain Change in Terms Agreement dated October 1, 2006 in the amount of \$966,680.00; (ii) that certain Change in Terms Agreement dated April 1, 2007 in the amount of \$835,326.52; (iii) that certain Change in Terms Agreement dated October 1, 2007 in the amount of \$566,227.00; (iv) that certain Change in Terms Agreement dated April 1, 2008 in the amount of \$433,606.00; (v) that certain Change in Terms Agreement dated October 5, 2008 in the amount of \$446,606.00; (vi) that certain Change in Terms Agreement dated April 5, 2009 in the amount of \$443,661.44; (vii) that certain Change in Terms Agreement dated April 5, 2010 in the amount of \$440,772.20; (viii) that certain Change in Terms Agreement dated July 5, 2010 in the amount of \$443,178.99; as substituted by (a) that certain Replacement A-Note dated January 1, 2011 made by Borrower in the amount of \$300,000.00 and (b) that certain Replacement B-Note dated January 1, 2011 made by Borrower in the amount of \$143,179.00, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions therefor.

3.2 Addition of Tax Escrow. (a) Grantor shall deposit or cause to be deposited with Lender, on the fifth day of each month until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of one hundred ten percent (110.00%) of the most recent ascertainable annual Taxes (as defined herein) on the Property. If requested by Lender, Grantor shall also deposit or cause to be deposited with Lender an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual Taxes, as estimated by Lender. Such deposits are to be held without any allowance of interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default shall exist, Lender shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from Borrower) or shall release sufficient funds to

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Borrower for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, Grantor shall, within ten (10) days after receipt of written demand therefor, deposit or cause to be deposited additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of Lender. Lender, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. As used herein "Taxes" means all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever, whether or not assessed against Borrower, if applicable to the Property or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to Borrower's right to contest the same, as provided by the terms hereof; and Grantor will, upon written request, furnish or cause to be furnished to Lender duplicate receipts therefor within fifteen (15) days after Lender's request.

(a) Upon an Event of Default, Lender may, at its option, apply any monies at the time on deposit pursuant to this Section to cure an Event of Default or to pay any of the Indebtedness in such order and manner as Lender may elect. If such deposits are used to cure an Event of Default or pay any of the Indebtedness, Grantor shall immediately, upon demand by Lender, deposit or cause to be deposited with Lender an amount equal to the amount expended by Borrower from the deposits. When the Indebtedness has been fully paid, any remaining deposits shall be returned to Borrower. Such deposits are hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of Borrower. Lender shall not be liable for any failure to apply to the payment of Taxes any amount so deposited unless Borrower, prior to an Event of Default, shall have requested Lender in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. Lender shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

3.3 Recording of Agreement. Borrower agrees that Lender shall have the right to record this Agreement in the office of the Cook County Recorder of Deeds to reflect the subject matter of this Agreement.

4. AMENDMENTS TO ASSIGNMENT OF RENTS.

4.1 Amendments to Definitions. The following definitions contained in the Definitions Section of the Mortgage are hereby amended and restated as follows:

Borrower. The word "Borrower" means, jointly and severally, Stanley A Wilk, an individual, and 6643 West 19th Corp., an Illinois corporation, and includes all co-signers and co-makers

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signing the Note and all their successors, personal representatives and assigns.

Lender. The word "Lender" means FIRST CHICAGO BANK AND TRUST, its successors and assigns.

Note. The word "Note" means that certain Promissory Note made by Borrower dated October 5, 2005 in the amount of \$966,680.00 in favor of Labe Bank, as modified by: (i) that certain Change in Terms Agreement dated October 1, 2006 in the amount of \$966,680.00; (ii) that certain Change in Terms Agreement dated April 1, 2007 in the amount of \$835,326.52; (iii) that certain Change in Terms Agreement dated October 1, 2007 in the amount of \$566,227.00; (iv) that certain Change in Terms Agreement dated April 1, 2008 in the amount of \$433,606.00; (v) that certain Change in Terms Agreement dated October 5, 2008 in the amount of \$446,606.00; (vi) that certain Change in Terms Agreement dated April 5, 2009 in the amount of \$443,661.44; (vii) that certain Change in Terms Agreement dated April 5, 2010 in the amount of \$440,772.20; (viii) that certain Change in Terms Agreement dated July 5, 2010 in the amount of \$443,178.99; as substituted by (a) that certain Replacement A-Note dated January 1, 2011 made by Borrower in the amount of \$300,000.00 and (b) that certain Replacement B-Note dated January 1, 2011 made by Borrower in the amount of \$143,178.00, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions therefor.

5. AMENDED APPLICATION OF SALE PROCEEDS. Provided no Event of Default shall have occurred and be continuing, after Note-A is fully and finally paid in full and satisfied, the net proceeds of the sale of each condominium unit in the Premises shall be divided equally between Borrower and Lender and Lender shall apply its share of such proceeds first to payment of any outstanding fees and expenses, and thereafter to repayment of Note-B.

6. REFERENCES TO LOAN DOCUMENTS.

6.1 All references herein and in the Loan Documents to the Note shall mean the Note, as amended, restated and replaced by the A-Note and the B-Note.

6.2 All references herein and in the Loan Documents to any other Loan Document, Loan Documents or "Related Documents" shall mean such Loan Document, Loan Documents or "Related Documents", as the case may be, as amended by this Agreement.

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7. REPRESENTATIONS, WARRANTIES AND COVENANTS.

7.1 Organization. 6643 W 19th is a corporation duly organized, existing and in good standing under the laws of the State of Illinois, with full and adequate corporate power to carry on and conduct its business as presently conducted. 6643 W 19th is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing. The Articles of Incorporation, By-Laws, borrowing resolutions and incumbency certificate of 6643 W 19th have not been changed or amended since the most recent date that certified copies thereof were delivered to Lender. The state issued organizational identification number of 6643 W 19th is 64283812. The exact legal name of 6643 W 19th is as set forth in the preamble of this Agreement and 6643 W 19th currently does not conduct, nor has it during the last five (5) years conducted, business under any other name or trade name. 6643 W 19th will not change its name, its organizational identification number, if it has one, its type of organization, its jurisdiction of organization or other legal structure.

7.2 Authorization. Borrower is duly authorized to execute and deliver this Agreement and is and will continue to be duly authorized to borrow monies under the Loan Agreement, as amended hereby, and to perform its obligations under the Loan Agreement, and the Loan Documents to which it is a party, each as amended hereby.

7.3 No Conflicts. The execution and delivery of this Agreement and the performance by Borrower of its obligations under the Loan Agreement, as amended hereby, do not and will not conflict with any provision of law or of the Articles of Incorporation or By-Laws 6643 W 19th or of any agreement binding upon Borrower.

7.4 Validity and Binding Effect. Each of the Loan Agreement and the other Loan Documents, as amended hereby, is a legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with its 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.

7.5 Compliance with Loan Agreement. The representation and warranties set forth in the Loan Agreement and the other 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 Agreement. In addition, Borrower has complied with and is in compliance with all of the covenants set forth in the Loan Agreement, as amended hereby.

7.6 Release and Waiver. Borrower does 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,

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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 to Lender and any agreements, documents and instruments relating to the Loan Documents (collectively, the "Claims"), which Borrower now has against Lender or ever had, or which might be asserted by its 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. Borrower expressly acknowledges and agrees that it has been advised by counsel in connection with this Agreement and that it understands that this Paragraph constitutes a general release of Lender and that it intends to be fully and legally bound by the same. Borrower further expressly acknowledges and agrees that this general release shall have full force and effect notwithstanding the occurrence of a default pursuant to this Agreement.

7.7 Omnibus Amendment. Each of the Loan Documents shall be deemed amended to give effect to the provisions of this Agreement without need for referencing each of the Loan Documents by name. Without limiting the generality of the foregoing, Borrower and Lender acknowledge that the terms "Loan Documents" and "Related Documents" shall mean all of the Loan Documents as modified by this Agreement (and any notes, amendments and agreements delivered in connection herewith). Additionally, as used in the other Loan Documents, the term "Documents", "Loan Documents" and/or "Related Documents" shall now be deemed to include this Agreement and any other documents, instruments or agreements executed in connection herewith.

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 executed by Borrower and Lender.

8.2 Notes. The A-Note and the B-Note executed by Borrower.

8.3 Deed in Lieu Agreement. The Deed in Lieu Agreement of even date herewith executed by Borrower (and all documents, instruments, deeds and certificates related thereto or referenced thereby).

8.4 Resolutions. A certified copy of resolutions of the directors of 6643 W 19th authorizing the execution, delivery and performance of this Agreement and the related Loan Documents.

8.5 Title Policy. A date-down endorsement to Lender's title policy issued as Chicago Title Insurance Company policy no. 8463850 (the "Original Title Policy"), as of the date of this Agreement, which (i) reflects the recording of this Agreement, (ii) reflects 6643 W 19th as the title holder of the Premises and as the mortgagor of the Premises, and (iii) insures the first priority of the lien of Lender, subject only to the exceptions set forth in the Original Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

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8.6 Real Estate Taxes. Evidence that all real estate taxes, and any applicable penalties and interest assessed therewith, regarding the Premises have been paid in full.

8.7 Other Documents. Such other documents, certificates, resolutions and/or opinions of counsel, and pay such fees as Lender may request or have listed on the Closing Index of even date herewith.

9. GENERAL.

9.1 Governing Law; Severability. This Agreement shall be construed in accordance with and governed by the laws of Illinois. Wherever possible each provision of the Loan Agreement and this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Loan Agreement 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 Agreement and this Agreement.

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

9.3 Continuing Force and Effect of Loan Documents. Except as specifically modified or amended by the terms of this Agreement, all other terms and provisions of the Loan Agreement and the other Loan Documents are incorporated by reference herein, and in all respects, shall continue in full force and effect. Borrower, by execution of this Agreement, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Loan Agreement and the other Loan Documents to which it is a party.

9.4 References to Loan Agreement. Each reference in the Loan Agreement to "this Agreement", "hereunder", "hereof", or words of like import, and each reference to the Loan Agreement in any and all instruments or documents delivered in connection therewith, shall be deemed to refer to the Loan Agreement, as amended hereby.

9.5 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 and time charges of attorneys who may be employees of Lender or any affiliate or parent of Lender. 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.

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

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9.7 Jury Waiver. BORROWER 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 AMENDMENT 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 AMENDMENT OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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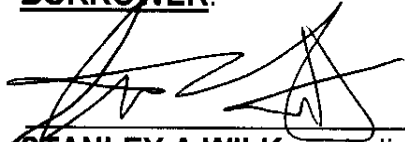
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LENDER:

FIRST CHICAGO BANK AND TRUST,
an Illinois banking corporation


By: 
Name: Kevin Lichterman
Title: Assistant Vice President

BORROWER:



STANLEY A WILK, an individual

6643 WEST 19TH CORP.,
an Illinois corporation

By: 

Name: Stanley A Wilk
Its: President

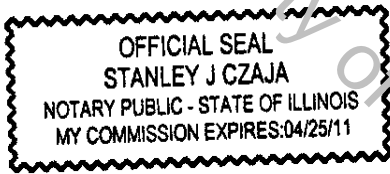
Property of Cook County Clerk's Office

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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 STANLEY A WILK, individually and as the President of 6643 WEST 19TH CORP., an Illinois corporation, who is 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal January 1st, 2010, 2011



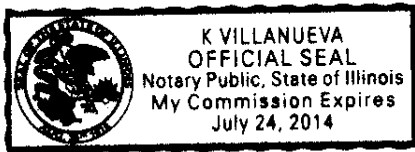
[Signature]
Notary Public

My Commission Expires: 04/25/2011

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 KEVIN LICHTERMAN, the Assistant Vice President of FIRST CHICAGO BANK AND TRUST, an Illinois banking corporation, who is 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal MAY 12, 2011, 2011



[Signature]
Notary Public

My Commission Expires: 07/24/14

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EXHIBIT A LEGAL DESCRIPTION

UNIT NUMBERS 6643-1E, 6643-2W, 6643-GE, 6645-GW, 6645-1E AND 6645-1W IN 6643-6645 WEST 19TH STREET CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 22 IN BLOCK 11 IN WALTER G MCINTOSH'S METROPOLITAN ELEVATED SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 18, 2006 AS DOCUMENT NUMBER 0638316077; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PINs: 16-19-410-042-1001
16-19-410-042-1004
16-19-410-042-1005
16-19-410-042-1006
16-19-410-042-1007
16-19-410-042-1008

COMMON ADDRESS: 6643-6645 WEST 19TH STREET, BERWYN, ILLINOIS