



Doc#: 1202631077 Fee: \$78.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/26/2012 04:17 PM Pg: 1 of 21

This instrument prepared by  
and please return to:  
Polsinelli Shughart PC  
161 N. Clark, Suite 4200  
Chicago, Illinois 60601  
Attn: Jennifer L. Worstell, Esq.

COMMONLY KNOWN AS: SEE ATTACHED EXHIBIT A  
P.I.N.: SEE ATTACHED EXHIBIT A

**EIGHTH LOAN MODIFICATION AGREEMENT**

This instrument is a Eighth Loan Modification Agreement ("**Eighth Modification**") among Associated Bank, National Association, a national banking association ("**Lender**"), Israel Ramos ("**Ramos**"), Chicago Title Land Trust Company, successor to American National Bank and Trust Company of Chicago, successor to Associated Bank, National Association, as Trustee under Trust Agreement dated November 18, 1991 and known as Trust No. 1662 ("**Trustee No. 1**"), Chicago Title Land Trust Company, successor to LaSalle Bank N.A., successor to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 15, 1989 and known as Trust No. 110032-09 ("**Trustee No. 2**"), and 1454-56 Fairfield LLC, an Illinois limited liability company ("**Fairfield LLC**").

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## RECITALS:

A. Trustee No. 1 holds fee simple title to certain real estate commonly known as 1630-32 N. Damen, Chicago, Illinois (the "**Damen Parcel**") and 1908 N. Francisco, Chicago, Illinois (the "**Francisco Parcel**"). Ramos is the beneficiary of Trust No. 1662 held by Trustee No. 1 ("**Trust No. 1**"). The Damen Parcel is improved with a multi-unit mixed-use building. The Francisco Parcel is improved with a single-family home and a rental unit.

B. Trustee No. 2 holds fee simple title to certain real estate commonly known as 4417-27 W. Diversey, Chicago, Illinois (the "**Diversey Parcel**"). Ramos is the beneficiary of Trust No. 110032-09 held by Trustee No. 2 ("**Trust No. 2**"). The Diversey Parcel is improved with a commercial building.

C. As of May 26, 2008, Chicago Title Land Trust Company, as Trustee under Trust Agreement dated December 29, 2004 ("**Trustee No. 3**") and known as Trust No. 1113939 ("**Trust No. 3**"), held fee simple title to certain real estate commonly known as 7240-48 Phillips/2424-26 E. 73<sup>rd</sup> Street, Chicago, Illinois (the "**Phillips Parcel**"). 7240 South Phillips, L.L.C., an Illinois limited liability company ("**Phillips LLC**") was the beneficiary of Trust No. 1113939 held by Trustee No. 3 at that time. The Phillips Parcel is improved with a 19-unit residential apartment building.

D. Also as of May 26, 2008, Fairfield LLC held fee simple title to certain real estate commonly known as 2735 W. LeMoyne, Unit B, Chicago, Illinois, 2737 W. LeMoyne, Unit B, Chicago, Illinois, 2747 W. LeMoyne, Unit 1, Chicago, Illinois and 1456 N. Fairfield, Unit G, Chicago, Illinois, and Ramos held fee simple title to certain real estate commonly known as 1711 N. Whipple, Chicago, Illinois, all of which have since been released as collateral for the Loan described herein (collectively the "**Released Parcels**").

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E. The Damen Parcel, the Francisco Parcel, the Diversey Parcel, the Phillips Parcel and the Released Parcels are collectively referred to herein as the "**Original Parcels.**"

F. On or about May 26, 2008, Lender, Trustee No. 1, Trustee No. 2, Trustee No. 3, Ramos, Fairfield LLC and Phillips LLC entered into a Loan Agreement ("**Loan Agreement**"), pursuant to which Lender extended to them a loan in the aggregate amount of Three Million Eight Hundred Thousand (\$3,800,000.00) Dollars (the "**Original Loan**"), the proceeds of which were to be used to refinance certain debt secured by the Original Parcels. The Original Parcels were previously secured by certain documents as set forth in the recitals of that certain Restated Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Financing Statement ("**Mortgage**") executed concurrently with the Loan Agreement and further described below. The Original Loan is evidenced by a Promissory Note Evidencing a Revolving Line of Credit in the amount of \$3,800,000.00 ("**Original Note**"), which is secured by the Mortgage. In connection with the Loan Agreement and Original Note, Trustee No. 1, Trustee No. 2, Trustee No. 3, Ramos, Fairfield LLC and Phillips LLC executed and delivered to Lender the following documents ("**Security Documents**"):

1. the Mortgage executed by Trustee No. 1, Trustee No. 2 and Trustee No. 3, Ramos, Fairfield LLC and Phillips LLC and covering the Original Parcels, which Mortgage was recorded with the Cook County Recorder of Deeds on June 18, 2008 as Document No. 0817033175;
2. Collateral Assignments of Beneficial Interest in Land Trust executed by Ramos and Phillips LLC as beneficiaries of Trust Nos. 1, 2 and 3;
3. UCC Financing Statements covering the personal property located on the Original Parcels; and
4. such other loan documents as were required by Lender.

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G. Lender has released the Released Parcels from the lien of the Mortgage. The Released Parcels are no longer collateral for the Original Loan, as subsequently modified and revised as set forth below. The Damen Parcel, the Francisco Parcel, the Diversey Parcel and the Phillips Parcel continue to secure the Original Note, as subsequently modified and revised as set forth below, and are collectively referred to herein as the "**Real Estate.**" The Real Estate is legally described on Exhibit A attached hereto.

H. On June 26, 2009, Trustee No. 3 executed a Trustee's Deed conveying the Phillips Parcel to Ramos. The Trustee's Deed was recorded with the Cook County Recorder of Deeds on July 17, 2009 as Document No. 0919831150.

I. On July 27, 2009, to be effective as of February 15, 2009, Trustee No. 1, Trustee No. 2, Ramos and Fairfield LLC (collectively hereinafter the "**Borrowers**") and Lender entered into a Loan Modification and Assumption Agreement ("**Modification**"), pursuant to which Lender agreed to extend the maturity date of the Original Note from February 15, 2009 until September 30, 2009, and to consent to the conveyance of the Phillips Parcel from Trustee No. 3 to Ramos. Concurrently therewith, Borrowers executed and delivered to Lender a Promissory Note Evidencing a Non-Revolving Line of Credit in the amount of \$2,590,400.00 ("**Revised Note**"), evidencing the outstanding balance of the Original Loan, the "**Revised Loan**"). The Modification was recorded with the Cook County Recorder of Deeds on September 11, 2009 as Document No. 0925445032.

J. On December 15, 2009, to be effective as of September 30, 2009, Borrowers and Lender entered into a Second Loan Modification Agreement ("**Second Modification**"), pursuant to which Lender agreed to extend the maturity date of the Revised Note from September 30, 2009 until February 28, 2010. Concurrently therewith, Borrowers executed and delivered to Lender a Promissory Note Evidencing a Non-Revolving Line of Credit in the amount of \$2,590,400.00 ("**Second Revised Note**") evidencing the outstanding balance of the Revised

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Loan (the "**Second Revised Loan**"). The Second Modification was recorded with the Cook County Recorder of Deeds on February 3, 2010 as Document No. 1003418022.

K. On March 15, 2010, to be effective as of February 28, 2010, Borrowers and Lender entered into a Third Loan Modification Agreement ("**Third Modification**"), pursuant to which Lender agreed to extend the maturity date of the Second Revised Note from February 28, 2010 until April 28, 2010. The Third Modification was recorded with the Cook County Recorder of Deeds on April 20, 2010 as Document No. 1011039005.

L. On April 22, 2010, to be effective as of April 28, 2010, Borrowers and Lender entered into a Fourth Loan Modification Agreement ("**Fourth Modification**"), pursuant to which Lender agreed to extend the maturity date of the Second Revised Note from April 28, 2010 until June 28, 2010. The Fourth Modification was recorded with the Cook County Recorder of Deeds on May 12, 2010 as Document No. 1013234045.

M. On September 24, 2010, to be effective as of June 28, 2010, Borrowers and Lender entered into a Fifth Loan Modification Agreement ("**Fifth Modification**"), pursuant to which Lender agreed to extend the maturity date of the Second Revised Note from June 28, 2010 until December 31, 2010. The Fifth Modification was recorded with the Cook County Recorder of Deeds on September 27, 2010 as Document No. 1027029080, and was re-recorded with the Cook County Recorder of Deeds on September 28, 2010 as Document No. 1027122029.

N. On March 29, 2011, to be effective as of December 31, 2010, Borrowers and Lender entered into a Sixth Loan Modification Agreement ("**Sixth Modification**"), pursuant to which Lender agreed to extend the maturity date of the Second Revised Loan from December 31, 2010 until June 30, 2011. Concurrently therewith, Borrowers executed and delivered to Lender a Promissory Note in the amount of \$2,590,396.51 ("**Third Revised Note**"), which evidences the outstanding balance owed by Borrowers as of the date of the Sixth Modification in the amount of \$2,590,396.51 ("**Third Revised Loan**"). The Sixth Modification was recorded with the Cook County Recorder of Deeds on March 20, 2011 as Document No. 1108934084.

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O. On September 22, 2011, to be effective as of June 30, 2011, Borrowers and Lender entered into a Seventh Loan Modification Agreement ("**Seventh Modification**"), pursuant to which Lender agreed to extend the maturity date of the Third Revised Note from June 30, 2011 until December 30, 2011. The Seventh Modification was recorded with the Cook County Recorder of Deeds on September 26, 2011 as Document No. 1126931024.

P. As of December 5, 2011, Borrowers and Lender entered into a Conditional Partial Collateral Release Agreement, pursuant to which Lender agreed to release the Damen Parcel from the lien of the Mortgage in consideration of certain payments on the Third Revised Note and such other obligations as are described in the Conditional Partial Collateral Release Agreement. Borrowers tendered such payments to Lender, and Lender executed a Partial Release of Mortgages and Security Documents releasing the Damen Parcel from the lien of the Mortgage concurrently therewith.

Q. The Francisco Parcel, the Diversey Parcel and the Phillips Parcel are collectively referred to herein as the "**Real Estate.**"

R. The outstanding balance of the Third Revised Loan is currently \$890,396.51. Borrowers have now requested Lender to extend the maturity date of the Third Revised Loan from December 30, 2011 until June 30, 2012 and to restructure the monthly payments thereunder (collectively the "**Fourth Revised Loan**"). Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein.

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

1. The Third Revised Note is hereby replaced in its entirety by a Promissory Note in the amount of \$890,396.51 ("**Fourth Revised Note**"), which evidences the Fourth Revised Loan and is being executed by Borrowers concurrently herewith, a copy of which Fourth Revised Note is attached hereto as **Exhibit B**. The Security Documents are hereby modified and amended to

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secure the Fourth Revised Note, and all references to the Original Note, the Revised Note, the Second Revised Note or the Third Revised Note in the Security Documents, Modification, Second Modification, Third Modification, Fourth Modification, Fifth Modification, Sixth Modification, Seventh Modification and any other documents executed and delivered in connection therewith are modified and amended to refer to the Fourth Revised Note in place thereof. All amounts presently outstanding on the Third Revised Note shall be deemed outstanding on the Fourth Revised Note. All interest charged on and all payments made on the Third Revised Note, Second Revised Note, Revised Note or Original Note previously are unchanged.

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

- (a) the Fourth Revised Note executed by Borrowers;
- (b) Letters of Direction to Trustee No. 1 and Trustee No. 2;
- (c) evidence sufficient to Lender that all property taxes assessed against the Real Estate have been paid to date;
- (d) evidence sufficient to Lender that there are no new encumbrances against the any parcel of the Real Estate;
- (e) organizational documents of Fairfield LLC as follows:
  - (i) Borrowing Resolution/Certification of No Change to Organizational Documents; and
  - (ii) evidence that Fairfield LLC is in good standing with the Secretary of State of Illinois; and
- (f) payment of Lender's fee in the amount of \$1,000.00 plus expenses as described in Section 5 hereof.

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3. This Eighth Modification shall constitute an amendment of the Security Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Original Note, the Revised Note, the Second Revised Note, the Third Revised Note, the Fourth Revised Note, this Eighth Modification, the Seventh Modification, the Sixth Modification, the Fifth Modification, the Fourth Modification, the Third Modification, the Second Modification, the Modification, the Mortgage, the Loan Agreement or any other documents executed in connection herewith or therewith (collectively the "**Loan Documents**") 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 Mortgage or any of the other Loan Documents, or the covenants, conditions and agreements therein contained or contained in the Original Note, the Revised Note, the Second Revised Note, the Third Revised Note or the Fourth Revised Note.

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

5. Borrowers hereby agree to pay Lender's renewal fee in the amount of \$1,000.00 concurrently herewith, along with all of Lender's additional fees and expenses arising out of and in connection with this Eighth Modification including, but not limited to, attorneys' fees and recording fees.

6. Borrowers hereby remake and reaffirm the representations and warranties contained in the Original Note, the Revised Note, the Second Revised Note, the Third Revised Note, the Fourth Revised Note, the Mortgage, the Security Documents and the Loan Documents as hereby modified.

7. **BORROWERS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING**



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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 THE ADDRESSES SPECIFIED IN THE LOAN DOCUMENTS. 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 LENDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREIN ABOVE 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.

8. 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 FOURTH REVISED NOTE, THE THIRD REVISED NOTE, THE SECOND REVISED NOTE, THE REVISED NOTE, THE ORIGINAL NOTE, THIS EIGHTH MODIFICATION, THE SEVENTH MODIFICATION, THE SIXTH MODIFICATION, THE FIFTH MODIFICATION, THE FOURTH MODIFICATION, THE THIRD MODIFICATION, THE SECOND MODIFICATION, THE MODIFICATION, THE MORTGAGE, THE SECURITY DOCUMENTS, THE LOAN DOCUMENTS OR

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THE REAL ESTATE, OR ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH BORROWERS AND LENDER ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWERS, OR ANY OF THEM.

9. Borrowers warrant to Lender that neither Borrowers nor any affiliate is identified in any list of known or suspected terrorists published by any 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 is 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 is 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

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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 Real Estate or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any of the Loan Documents.

10. This instrument is executed by Chicago Title Land Trust Company, as Trustee, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.

**THIS SPACE INTENTIONALLY BLANK**

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement in Chicago, Illinois on JANUARY 25, 2012, to be effective as of December 30, 2011.



**BORROWERS:**

Israel Ramos  
Israel Ramos, individually

1454-56 Fairfield LLC, an Illinois limited liability company

By: Israel Ramos  
Israel Ramos, Managing Member

**LENDER:**

Associated Bank, National Association, a national banking association

By: [Signature]  
Its Vice President

**BORROWERS:**

Chicago Title Land Trust Company, successor to LaSalle Bank N.A., successor to American National Bank and Trust Company of Chicago as Trustee under Trust No. 110032-09 dated December 15, 1989

By: [Signature]  
Its ASST VP

Attest: Attestation not required pursuant to corporate by-laws.  
Its \_\_\_\_\_

Israel Ramos  
Israel Ramos, as Beneficiary of Trust No. 110032-09

Chicago Title Land Trust Company, successor to American National Bank and Trust Company of Chicago, successor to Associated Bank, National Association, as Trustee under Trust No. 1662 dated November 18, 1991

By: [Signature]  
Its ASST VP

Attest: Attestation not required pursuant to corporate by-laws.  
Its \_\_\_\_\_

Israel Ramos  
Israel Ramos, as Beneficiary of Trust No. 1662



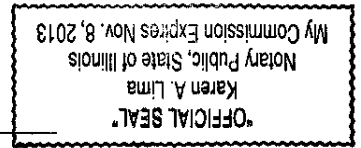
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Israel Ramos, individually and as Beneficiary of Chicago Title Land Trust Company Trust Nos. 110032-09 and 1662, and as the Managing Member of 1454-56 Fairfield LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal JAN 25, 2012.

Karen A. Lima  
Notary Public

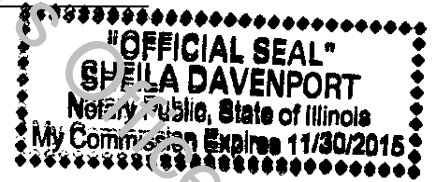


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that KAREN MICHEL, ASST VP of Chicago Title Land Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 1/25/12, 2012.

Sheila Davenport  
Notary Public

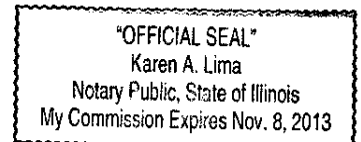


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Michael J. Stevens, Vice President of Associated Bank, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/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 JAN 25, 2012.

Karen A. Lima  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

#### FRANCISCO PARCEL:

LOT 11 IN BLOCK 3 IN HANSBROUGH & HESS SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, IN BOOK 170 OF PLATS, PAGE 147, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1908 N. Francisco, Chicago, IL  
P.I.N.: 13-36-305-038

#### DIVERSEY PARCEL:

LOT 7 (EXCEPT THE EAST 17 FEET THEREOF) ALL OF LOTS 8, 9, 10 AND 11 (EXCEPT THE WEST 8 FEET THEREOF) IN BLOCK 1 OF S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4417-27 W. Diversey, Chicago, IL  
P.I.N.: 13-27-303-037

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## EXHIBIT A

### LEGAL DESCRIPTION (continued)

#### PHILLIPS PARCEL:

##### PARCEL 1:

LOT 10 (EXCEPT THE NORTH 75 FEET THEREOF AND ALSO EXCEPT THE WEST 125 FEET THEREOF) AND ALSO EXCEPT THAT PART TAKEN FOR THE OPENING OF BISSELL AVENUE) AND THE NORTH 36 1/2 FEET (EXCEPT THAT PART TAKEN FOR THE OPENING OF BISSELL AVENUE AND EXCEPT THE WEST 200 FEET) OF LOT 13; ALSO,

##### PARCEL 2:

THE SOUTH 36 1/2 FEET OF THE NORTH 73 FEET (EXCEPT THAT PART TAKEN FOR THE OPENING OF BISSELL AVENUE AND EXCEPT THE WEST 200 FEET AND EXCEPT THAT PART LYING EAST OF THE WEST 302 FEET) OF LOT 13, AND THE EAST 50 FEET OF THE WEST 302 FEET OF THE SOUTH 27 FEET OF LOT 13 (EXCEPT THAT PART TAKEN FOR THE OPENING OF BISSELL AVENUE) AND THE EAST 50 FEET OF THE WEST 302 FEET OF LOT 16 (EXCEPT THAT PART TAKEN FOR THE OPENING OF BISSELL AVENUE) ALL OF THE ABOVE IN SOUTH SHORE DIVISION NO. 4, A SUBDIVISION OF THE NORTH FRACTIONAL HALF OF FRACTIONAL SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7240-48 S. Phillips/2424-26 E. 73<sup>rd</sup> Street, Chicago, IL  
 P.I.N.: 21-30-104-028

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**EXHIBIT B**  
**PROMISSORY NOTE**  
**("Fourth Revised Note")**

\$890,396.51

As of December 30, 2011

**FOR VALUE RECEIVED** the undersigned, Chicago Title Land Trust Company, successor to American National Bank and Trust Company of Chicago, successor to Associated Bank, National Association, as Trustee under Trust No. 1662 dated November 18, 1991, Chicago Title Land Trust Company, successor to LaSalle Bank N.A., successor to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 110032-09 dated December 15, 1989, 1454-56 Fairfield, LLC, an Illinois limited liability company, and Israel Ramos, individually (collectively the "**Borrowers**"), jointly and severally promise to pay to the order of Associated Bank, National Association, a national banking association (said Bank and each successive owner and holder of this Note being hereinafter called "**Holder**"), the principal sum of Eight Hundred Ninety Thousand Three Hundred Ninety-Six and 51/100 Dollars (\$890,396.51), 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 shall be adjusted from time to time as the rate of interest changes. Payments on account of this Note shall be made as follows:

(a) On January 31, 2012, and on the last day of each succeeding calendar month until the Maturity Date (as defined hereafter), there shall be paid on account of this Note the amount of \$7,900.00, which amount shall be applied first to interest at a rate equal to the greater of: (i) the prime rate of interest in effect from time to time at Associated Bank, National Association plus two and eighty-five hundredths percent (2.85%) per annum, and (ii) six and three-quarters percent (6.75%) per annum, and the balance to principal.

(b) On June 30, 2012 ("**Maturity Date**"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

The prime rate of Associated Bank, National Association is currently the highest prime rate of interest published in The Wall Street Journal. If this index is no longer available, Holder will choose a new index in compliance with applicable law and will notify Borrowers of its choice. Borrowers acknowledge that it is advised that said rate is not Holder's lowest or most favorable lending rate.

Interest shall be calculated on the basis of a year having three hundred sixty (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.

This Note may be prepaid, in whole or in part, 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



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prepayment.

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 Associated Bank, National Association, 200 N. Adams Street, Green Bay, Wisconsin 54307.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest is not paid within ten (10) days after the date the same is due, the undersigned promise to pay a late charge ("**Late Charge**") of five (5.0%) 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 an Eighth Loan Modification Agreement of even date herewith ("**Eighth Modification**"). This Note replaces that certain Promissory Note Evidencing a Non-Revolving Line of Credit made by Borrowers in the amount of \$2,590,396.51 dated as of December 31, 2010 ("**Third Revised Note**"), which replaced that certain Promissory Note Evidencing a Non-Revolving Line of Credit made by Borrowers in the amount of \$2,590,400.00 dated as of September 30, 2009 ("**Second Revised Note**"), which replaced that certain Promissory Note Evidencing a Non-Revolving Line of Credit made by Borrowers in the amount of \$2,590,400.00 dated as of February 15, 2009 ("**Revised Note**"), which replaced that certain Promissory Note Evidencing a Revolving Line of Credit made by Borrowers in the amount of \$3,800,000.00 dated May 26, 2008 to be effective as of February 15, 2008 ("**Original Note**"). Said notes are secured by a Restated Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("**Mortgage**") executed on May 26, 2008 and recorded on June 18, 2008 with the Cook County Recorder of Deeds as Document No. 0817033175, and a Loan Agreement ("**Loan Agreement**") of even date herewith. The Mortgage, Original Note and Loan Agreement were modified on July 27, 2009, to be effective as of February 15, 2009, by a Loan Modification and Assumption Agreement which was recorded with the Cook County Recorder of Deeds on September 11, 2009 as Document No. 0925445032 ("**Modification**"), and by a Second Loan Modification Agreement which was recorded with the Cook County Recorder of Deeds on February 3, 2010 as Document No. 1003418022 ("**Second Modification**"), and by a Third Loan Modification Agreement which was recorded with the Cook County Recorder of Deeds on April 20, 2010 as Document No. 1011039005 ("**Third Modification**"), and by a Fourth Loan Modification Agreement which was recorded with the Cook County Recorder of Deeds on May 12, 2010 as Document No. 1013234045 ("**Fourth Modification**"), and by a Fifth Loan Modification Agreement which was recorded with the Cook County Recorder of Deeds on September 27, 2010 as Document No. 1027029080 and re-recorded on September 28, 2010 as Document No. 1027122029 ("**Fifth Modification**"), and by a Sixth Loan Modification Agreement which was recorded with the Cook County Recorder of Deeds on March 20, 2011 as Document No. 1108934084 ("**Sixth Modification**"), and by a Seventh Loan Modification Agreement which was recorded with the Cook County Recorder of Deeds on September 26, 2011 as Document No. 1126931024 ("**Seventh Modification**"). Amounts outstanding pursuant to the Original Note, the Revised Note, the Second Revised Note and the Third Revised Note shall be outstanding under this Note. All interest rates applicable to and charged on the Original Note, Revised Note, Second Revised Note and Third Revised Note and all payments made on the Original Note, Revised Note, Second Revised Note and Third Revised Note are unchanged.

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Pursuant to the Eighth Modification, the Mortgage, Modification, Second Modification, Third Modification, Fourth Modification, Fifth Modification, Sixth Modification, Seventh 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 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 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 five (5.0%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

No failure on the part of Holder 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 Event of 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 Holder may have, whether by law or agreement or otherwise. None of the foregoing shall operate to release, change or effect the liability of Borrowers, or any endorser or guarantor of this Note, and Borrowers and each endorser or 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 expenses and 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, second 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

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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 escrowees to 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 LOAN AGREEMENT, THE MORTGAGE, THE EIGHTH MODIFICATION, THE SEVENTH MODIFICATION, THE SIXTH MODIFICATION, THE FIFTH MODIFICATION, THE FOURTH MODIFICATION, THE THIRD MODIFICATION, THE SECOND MODIFICATION, THE MODIFICATION, 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 ANY 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 BORROWERS AT THEIR ADDRESSES AS SPECIFIED IN THE RECORDS OF 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 THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.**

Borrowers warrant to Holder that neither Borrowers nor any affiliate are identified in any  
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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 they or any affiliate is identified on any Blocked Persons List, Borrowers shall immediately notify Holder 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 Holder to exercise any and all remedies provided in any Security Document or otherwise permitted by law. In addition, Holder may immediately contact the Office of Foreign Assets Control and any other government agency 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) 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 collateral (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 Security Documents.

This instrument is executed by Chicago Title Land Trust Company as Trustee, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.

**SIGNATURE PAGE FOLLOWS**

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

Chicago Title Land Trust Company,  
successor to LaSalle Bank, N.A., successor  
to American National Bank and Trust  
Company of Chicago, as Trustee under Trust  
No. 110032-09 dated December 15, 1989

By: \_\_\_\_\_  
Its \_\_\_\_\_

Attest: \_\_\_\_\_  
Its \_\_\_\_\_

Chicago Title Land Trust Company,  
successor to American National Bank  
Company of Chicago, successor to  
Associated Bank, National Association, as  
Trustee under Trust Agreement dated  
November 18, 1991 and known as Trust No.  
1662

By: \_\_\_\_\_  
Its \_\_\_\_\_

Attest: \_\_\_\_\_  
Its \_\_\_\_\_

1454-56 Fairfield LLC, an Illinois limited  
liability company

By: \_\_\_\_\_  
Israel Ramos, Managing Member

\_\_\_\_\_  
Israel Ramos, individually

\_\_\_\_\_  
Israel Ramos, as Beneficiary of Trust Nos.  
1662 and 110032-09

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