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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
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This document prepared by, and
after recording return to:

Drew J. Scott, Esq.
Scott & Kraus, LLC
150 S Wacker Dr Ste 2900
Chicago, IL 60606

Common Address:
4500 Roosevelt Rd
Hillside, IL 60162

PIN:
15-17-304-089-0000 §
15-17-304-090-0000

The above space for Recorder's use only.

FOURTH MODIFICATION TO LOAN DOCUMENTS

THIS FOURTH MODIFICATION TO LOAN DOCUMENTS (this "Agreement") is effective as of May 5, 2012, by and among 4500 ROOSEVELT ROAD, LLC, an Illinois limited liability company, whose address is: 2114 Wenonah Avenue, Berwyn, Illinois 60402 ("4500 Roosevelt"), COLOSSEUM CHAPELS OF HILLSIDE, INC., an Illinois corporation, whose address is 2114 Wenonah Avenue, Berwyn, Illinois 60402 ("Colosseum Chapels", and together with 4500 Roosevelt, each a "Borrower" and, collectively, the "Borrowers"), and INLAND BANK AND TRUST, an Illinois banking corporation (the "Lender"), whose address is 2805 Butterfield Road, Suite 200, Oak Brook, Illinois 60523.

WITNESSETH:

A. Lender made a loan to Borrowers on April 1, 2010, in the original principal amount of \$3,286,818.00 (the "Loan").

B. One or more of Borrowers, Joseph A. Russo, an individual ("Joseph"), Josephine Russo, an individual ("Josephine", and together with Joseph, the "Guarantors") and Lender heretofore have been parties to the following agreements, documents and instruments evidencing and securing the Loan (referred to herein, collectively, as the "Loan Documents"):

1. Promissory Note dated as of April 1, 2010, made by Borrowers payable to the order of Lender in the original principal amount of \$3,286,818.00 (the "Original Note");

2. Construction Loan Agreement dated as of April 1, 2010, by and between Borrowers and Lender (the "Loan Agreement");

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3. Mortgage Agreement dated as of April 1, 2010, made by 4500 Roosevelt in favor of Lender (the "Mortgage"), and recorded in the office of the Cook County Recorder of Deeds on May 19, 2010, as document no. 1013922071, encumbering the property commonly known as 4500 Roosevelt Road, Hillside, Illinois 60162 (the "Mortgaged Property");

4. Collateral Assignment of Leases and Rents dated as of April 1, 2010, made by 4500 Roosevelt in favor of Lender (the "Assignment of Rents"), and recorded in the office of the Cook County Recorder of Deeds on May 19, 2010, as document no. 1013922072, encumbering the Mortgaged Property;

5. Personal Guaranty dated as of April 1, 2010, made by Guarantors in favor of Lender (the "Guaranty");

6. Security Agreement dated as of April 1, 2010, made by 4500 Roosevelt in favor of Lender;

7. Security Agreement dated as of April 1, 2010, made by Colosseum Chapels in favor of Lender;

8. the other "Loan Documents" as defined in the Loan Agreement; 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 that certain Modification to Loan Documents dated as of April 1, 2011 (the "First Modification"), that certain Second Modification to Loan Documents dated as of July 5, 2011 (the "Second Modification") and that certain Third Modification to Loan Documents dated as of January 5, 2012 (the "Third Modification" and collectively with the First Modification and the Second Modification, the "Prior Modifications"), each by and among Borrowers, Guarantors and Lender.

D. At the present time Borrowers and Lender have agreed to modify the Loan Documents, as previously modified and amended by the Prior Modifications, to, among other things: (i) require pay down of the principal amount due under the Loan to \$2,007,500 with the proceeds of the SBA Loan (as defined herein) and the Junior Loan (as defined herein); (ii) amend and restate the Original Note; (iii) amend the interest rate applicable to the Loan on and after May 5, 2017; (iv) add a junior term loan in the amount of \$79,989; (v) add a junior mortgage and a junior assignment of rents on the Mortgaged Property; 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

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consideration, the receipt and adequacy of which are hereby acknowledged, Borrowers 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 LOAN 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 Documents provided for in the Prior Modifications, whether or not express reference is made to such previous modifications and amendments.

2. AMENDMENT TO THE LOAN AGREEMENT.

2.1 Amended Definitions. The following definitions in Section 1 of the Loan Agreement are hereby amended in their entirety and restated as follows:

Guaranty. That certain Amended and Restated Guaranty dated May 5, 2012 in favor of Lender from Guarantors

Loan Documents. Collectively, the Note, this Agreement, the Junior Loan Documents, the Other Documents and the Security Instruments, each as may be amended, modified, restated or substituted from time to time.

Loan Proceeds. The proceeds of the Note to be used for repayment of the Prior Loan, interest on the Loan, Construction Cc's as set forth in the Project Budget, the Loan Expenses and the proceeds of the Junior Note.

Note. That certain Amended and Restated Promissory Note of Borrowers dated May 5, 2012 in the principal amount of Two Million Seven Thousand Five Hundred and No/100 (\$2,007,500) payable to the order of Lender.

Other Documents. Any document, instrument or agreement now or hereafter securing the Note or the the Junior Note or executed by Borrowers or any Other Liable Party in connection with the Loan or the Junior Loan, other than the Note, the Junior Note, this Agreement, the Junior Mortgage, the Junior Assignment of Rents and the Security Instruments.

2.2 Addition of New Definitions. The following definitions are hereby added to Section 1 of the Loan Agreement in alphabetical order:

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Junior Assignment of Rents. The Junior Assignment of Rents dated May 5, 2012 granting to Lender a junior assignment of the rents and leases of the Mortgaged Property.

Junior Loan. Advances of the loan proceeds to Borrowers by Lender pursuant to this Agreement and the Junior Note.

Junior Loan Documents. Collectively, the Junior Note, the Junior Mortgage, the Junior Assignment of Rents and all other instruments delivered to Lender evidencing the Junior Loan, each as may be amended, modified, restated or substituted from time to time.

Junior Loan Maturity Date. The maturity date of the Junior Loan as identified in the Junior Note.

Junior Mortgage. The Junior Mortgage, Securing Agreement, Assignment of Rents and Leases and Fixture Filing dated as of May 5, 2012 granting to Lender a junior lien and security interest in the Mortgaged Property.

Junior Note. That certain Junior Promissory Note of Borrowers dated May 5, 2012 in the principal amount of Seventy-Nine Thousand Nine Hundred Eighty-Nine and No/100 (\$79,989) payable to the order of Lender.

SBA Loan. The loan from SBA to Borrowers in the approximate original principal amount of \$1,204,500.

2.3 Modification to Agreement. Section 2 of the Loan Agreement is hereby amended in its entirety and restated as follows:

Agreement. Borrowers agree to make this agreement in order to borrow funds to pay construction Costs and Loan Expenses, and Lender agrees to make the Loan upon and subject to all the terms and conditions herein set forth and as set forth in the Junior Loan Documents.

Borrowers also agree to make this agreement and enter into the Junior Loan Documents in order to borrow funds, and Lender agrees to make the Junior Loan upon and subject to all the terms and conditions herein set forth and as set forth in the Junior Loan Documents. The Junior Loan will be disbursed by Lender in a single advance and applied with the proceeds of the SBA Loan to reduce the outstanding principal balance of the Loan to \$2,007,500 and pay certain fees, costs and expenses. Upon such disbursement, Bank shall not be obligated to make any additional advances of the Loan or the Junior Loan.

Borrowers agree that all obligations and Indebtedness between or among Borrowers and Guarantors are subordinated to all Indebtedness due Lender

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under this Agreement, the Note, the Junior Note, the Security Instruments and the Junior Loan Documents, and no payments shall be made by Borrowers to Guarantors except with Lender's prior consent, which consent may be withheld in its sole discretion. All obligations of Borrowers under any of the Loan Documents are joint and several.

2.4 Modifications of Borrowers' Covenants.

(a) The first paragraph of Section 5 of the Loan Agreement is hereby amended in its entirety and restated as follows:

"Borrowers' Covenants. Until payment in full of the Note, the Junior Note and all other sums required to be paid by Borrowers under the Security Instruments, this Agreement and/or the Junior Loan Documents, Borrowers agree that Borrowers shall pay, perform and observe all of their obligations under this Agreement (as amended from time to time), the Security Instruments and the Junior Loan Document and that Borrowers shall:"

(b) Section 5.22 of the Loan Agreement is hereby amended in its entirety and restated as follows:

"Incur no new or additional liabilities or Indebtedness in connection with the Premises and/or the Improvements other than non-material trade payables, the SBA Loan and the Junior Loan. Borrowers may not prepay the SBA Loan in whole or in part without prepaying the Loan and the Junior Loan in full."

(c) Section 5.25 of the Loan Agreement is hereby intentionally deleted in its entirety and replaced with the words "Intentionally deleted."

2.5 Deletion of Project Budget, Equity and Cost Overruns. Section 6 of the Loan Agreement is hereby deleted in its entirety and replaced with the words "Intentionally deleted."

2.6 Modifications of Construction Advances.

(a) The name of Section 7 of the Loan Agreement is hereby amended in its entirety to be "**Mandatory Prepayments; No Further Advances.**"

(b) Section 7.1 of the Loan Agreement is hereby amended in its entirety and restated as follows:

"Mandatory Prepayments. In conjunction with the acceptance by Lender of that certain Amended and Restated Promissory

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Note dated May 5, 2012 in the original principal amount of \$2,007,500, Borrowers shall pay or cause to be paid or otherwise credited to Lender the following mandatory prepayments as necessary to reduce the outstanding principal balance of the Loan to \$2,007,500 (collectively, the "Mandatory Prepayments"):

(a) \$1,204,500, paid from the proceeds of the SBA Loan; and

(b) Up to \$79,989, paid from the proceeds of the Junior Note, which Junior Note shall evidence indebtedness of Borrowers in favor of Lender, the proceeds of which shall also be used to pay, in part, fees associated with the SBA Loan and any remaining Construction Costs."

(c) Section 7.2 of the Loan Agreement is hereby amended in its entirety and restated as follows:

"No Further Advances Upon disbursement of the proceeds of the Junior Loan in the amount of \$79,989, the Loan and the Junior Loan shall each be deemed to have been fully advanced, and Lender shall have no further obligation to fund any additional advances under the Loan or the Junior Loan."

(d) Sections 7.3 through 7.12 of the Loan Agreement, inclusive, are hereby deleted in their entirety and replaced with the words "Intentionally deleted."

2.7 Modifications to Interest and Principal Repayments; Additional Covenants.

(a) Section 8.1(c) of the Loan Agreement is hereby amended in its entirety and restated as follows:

"Commencing on May 5, 2017, the Note shall bear interest at a fixed rate per annum equal to the sum of 425 basis points plus the LIBOR Rate in effect on such date, and Borrowers shall make monthly payments of principal and interest under the Note commencing on June 5, 2017, based on a 20 year amortization of the Loan balance outstanding on May 5, 2017. The foregoing to the contrary notwithstanding, at no time shall the interest rate pursuant to this section be less than 6.50%. By June 5, 2017, Borrowers and Lender shall execute a document prepared by Lender confirming the outstanding principal amount of the Loan, the new interest rate and the new monthly payment of principal and interest."

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(b) Section 8.2 of the Loan Agreement is hereby amended in its entirety and restated as follows:

“Interest and principal payments, as the case may be, on the Note shall be payable monthly in arrears on the fifth (5th) day of each month during the term of the Loan. All interest shall be computed on the basis of a year consisting of 360 days.”

(c) Section 8.3 of the Loan Agreement is hereby amended in its entirety and restated as follows:

“Subject to earlier acceleration, the Note and the Junior Note shall each be due and payable in full on the Loan Maturity Date and the Junior Loan Maturity Date, respectively. The Note and the Junior Note may each be prepaid at any time and from time to time by Borrowers in whole or in part, without penalty or premium.”

(d) Section 8.4 of the Loan Agreement is hereby amended in its entirety and restated as follows:

“Subsequent to maturity, whether by acceleration or otherwise and until paid, all amounts of principal, interest or other amounts due under the Note and the Junior Note shall bear interest at that rate (the “Default Rate”) which is (a) five percent (5%) above the applicable interest rate then in effect under the Note and the Junior Note, respectively, or (b) the highest rate allowed by law, if less.”

2.8 Modifications to Events of Default.

(a) Section 9.1 of the Loan Agreement is hereby amended in its entirety and restated as follows:

“Non-payment of any installment of interest due under either of the Note or the Junior Note, when it shall become due and payable (no prior demand therefor being necessary) and such nonpayment shall have continued for more than three (3) business days after written notice thereof from Lender to Borrowers; provided, however, no prior written notice shall be necessary for non-payment of principal due under the Note or the Junior Note on the Loan Maturity Date or the Junior Loan Maturity Date, respectively.”

(b) Section 9.2 of the Loan Agreement is hereby amended in its entirety and restated as follows:

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“Non-payment of any of the other sums payable under this Agreement, the Note, the Junior Note, the Security Instruments, the Junior Loan Documents or any of the Other Documents and, unless a different grace or notice period is elsewhere specified, such non-payment shall have continued for more than ten (10) days after written notice thereof from Lender to Borrowers. Such non-payment shall include, but not be limited to, failure to pay real estate taxes as they become due.”

(c) Section 9.4 of the Loan Agreement is hereby amended in its entirety and restated as follows:

“The occurrence of any default or “Event of Default” under the Note, the Junior Note, any of the Security Instruments, the Junior Loan Documents or any of the Other Documents, or the occurrence of any event or condition which would entitle Lender to exercise any of its remedies under any of the Security Instruments, the Junior Loan Documents or any of the Other Documents after expiration of any applicable notice or cure period.”

(d) Section 9.12 of the Loan Agreement is hereby amended in its entirety and restated as follows:

“If either of the Borrowers requests a termination of the Loan or the Junior Loan or confesses inability to continue performance in accordance with this Agreement.”

(e) Section 9.13 of the Loan Agreement is hereby amended in its entirety and restated as follows:

“Breach of, or the proving false or misleading, in any material respect, of any representation or warranty now or hereafter made to Lender by, on behalf of, or for the benefit of Borrowers, or contained in:

- (a) this Agreement;
- (b) any of the Security Instruments, Junior Loan Documents or Other Documents;
- (c) the Note or the Junior Note; or
- (d) any loan application, statement, financial statement, certificate or Other Document, agreement or instrument furnished, signed or executed in connection herewith by, on behalf of, or for the benefit of Borrowers.”

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(f) Section 9.14 of the Loan Agreement is hereby amended in its entirety and restated as follows:

“The occurrence of any “event of default” under any document, agreement or instrument nor or hereafter (a) evidencing or security any other obligation or indebtedness of Borrowers or any Other Liable Party to Lender now existing or hereafter arising; or (b) evidencing any obligation or other indebtedness secured in whole or in part by any or all of the property covered by any of the Security Instruments or the Junior Loan Documents or the non-payment, non-performance or non-observance of any of the covenants, agreements or conditions of any such documents, agreements or instruments, which non-payment, non-performance or non-observance shall have continued beyond the expiration of any applicable grace or notice period, or the occurrence of any event or condition which would entitle the obligee of or under any such documents, agreement or instruments to exercise any of its remedies thereunder.”

(g) Section 9.17 of the Loan Agreement is hereby amended in its entirety and restated as follows:

“Any material adverse change in the financial condition of, or any act or omission of either of Borrowers or any Other Liable Party, or any act or omission of any officer, director, partner or trustee of either of Borrowers or any Other Liable Party which leads Lender reasonably to believe that performance of any of the covenants, agreements or conditions of this Agreement, the Note, the Junior Note, the Security Instruments, the Junior Loan Documents or any of the Other Documents, is or may be substantially impaired.”

2.9 Modification of Lender’s Rights on Default.

(a) Section 10.1 of the Loan Agreement is hereby amended in its entirety and restated as follows:

“Upon the occurrence of any Event of Default, the Note and the Junior Note shall become immediately due and payable, and Lender shall thereupon be authorized and empowered to exercise any rights of foreclosure and/or other rights under any of the Security Instruments and the Junior Loan Documents; but Lender may make protective advances after the occurrence of an Event of Default, without thereby waiving its right to demand payment of Borrowers’ indebtedness evidenced by the Note and the Junior Note, and without

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becoming liable to make any other or further advances or protective advances under the Loan Documents.”

(b) Sections 10.2, 10.3 and 10.4 are hereby deleted in their entirety, and each is replaced with the words “Intentionally deleted.”

(c) Section 10.5 of the Loan Agreement is hereby amended in its entirety and restated as follows:

“Upon the occurrence of any Event of Default, the rights, powers and privileges provided in this Section 10 and all other remedies available to Lender under this Agreement or at law or in equity may be exercised by Lender at any time and from time to time, whether or not the indebtedness evidenced by the Note or the Junior Note shall be due and payable, and whether or not Lender shall have instituted any foreclosure proceedings or other action for the enforcement of its rights under this Agreement, the Note, the Junior Note, the Security Instruments or the other Junior Loan Documents.”

(d) Section 10 of the Loan Agreement is hereby amended in its entirety by adding thereto in numerical order the following as Section 10.8:

“In addition to any rights that Lender may have hereunder, in the event of an Event of Default under this Agreement, the Note, the Junior Note, the Security Instruments or the Junior Loan Documents, Lender may exercise any and all rights and remedies available to it under the Junior Loan Documents.”

(e) Section 10 of the Loan Agreement is hereby amended in its entirety by adding thereto in numerical order the following as Section 10.9:

“Borrowers hereby acknowledge and agree that construction of the Improvements is complete and that Lender shall have no further obligation to fund any additional advances under the Loan or the Junior Loan.”

2.10 Modifications to Expenses of Lender. Section 11 of the Loan Agreement is hereby amended in its entirety and restated as follows:

“If at any time or times (a) in connection with the first advance of the Loan Proceeds or (b) as a result of an Event of Default, Lender employs counsel for advice or other representation with respect to the Collateral, this Agreement, the Note, the Junior Note, the Security Instruments, the Junior Loan Documents or any of the Other Documents or to protect, collect, lease, sell, take possession of or liquidate any portion of all of the

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Mortgaged Property, or to attempt to enforce any security interest or lien in any portion or all of the Mortgaged Property, or to collect Borrowers' liabilities or to enforce any rights of Lender against any other person, firm or corporation which may be obligated to Lender by virtue of the Collateral, this Agreement, the Note, the Junior Note, the Security Instruments, the Junior Loan Documents or any of the Other Documents now or hereafter delivered to Lender by or for the benefit of Borrowers, then in any such events all of the reasonable attorneys' fees arising from such services, and the expenses, costs and charges relating thereto, shall constitute an additional liability owing by Borrowers to Lender, with interest at the Default Rate payable on demand and secured by the Note, the Junior Note, the Security Instruments and the Junior Loan Documents."

2.11 Deletion of Restoration. Section 12 of the Loan Agreement is hereby deleted in its entirety and replaced with the words "Intentionally deleted."

2.12 Modifications to Miscellaneous Provisions.

(a) Section 13.12 of the Loan Agreement is hereby amended in its entirety and restated as follows:

"Borrowers agree to protect, defend, indemnify and hold Lender harmless from and against any and all loss, liability, damage, suit, claim, expense, fee and cost (including, without limitation, court costs and attorneys' fees) arising out of or relating to Lender's entering into or carrying out the terms of this Agreement, the Security Instruments, the Junior Loan Documents, the Collateral or Lender's interest therein, or the construction of the Improvements, including without limitation, any injury or damage to personal and/or property occurring on or about the Improvements except as a result of Lender's willful misconduct or fraud. Without limitation of the foregoing, Borrowers shall pay all legal fees, costs and expenses which Lender may incur in connection with any such matters in which Lender is named as a defendant, whether or not Borrowers are also defending the same."

(b) Section 13.14 of the Loan Agreement is hereby amended in its entirety and restated as follows:

"Nothing herein, in the Note, the Junior Note, the Security Instruments or the Junior Loan Documents, contained, and no action or inaction whatsoever on the part of Lender, shall be deemed to make Lender a partner or joint venture with

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Borrowers, and Borrowers shall protect, defend, indemnify and hold Lender harmless from and against all claims, loss, cost, expenses (including attorneys' fees) and damages arising from the relationship between Lender and Borrowers being construed or alleged to be anything other than that of secured lender and borrower. The relationship between Borrowers, on the one hand, and Lender, on the other hand, shall be solely that of borrower and lender. Lender shall have no fiduciary responsibilities to Borrowers. Lender does not undertake any responsibility to Borrowers to review or inform Borrowers of any matter in connection with any phase of Borrowers' business or operations. Borrowers agree that Lender shall have no liability to Borrowers (whether sounding in tort, contract or otherwise) for losses suffered by Borrowers in connection with, arising out of, or in any way related to, the transactions contemplated and the relationship established by this Agreement, the Note, the Junior Note, the Security Instruments or the Junior Loan Documents, or any act, omission or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that such losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. Lender shall not have any liability with respect to, and Borrowers hereby waive, release and agree not to sue for, any special, indirect or consequential damages suffered by Borrowers in connection with, arising out of, or in any way related to this Agreement, the Note, the Junior Note, the Security Instruments or the Junior Loan Documents or the transactions contemplated thereby."

(c) Section 13.15 of the Loan Agreement is hereby amended in its entirety and restated as follows:

"This Agreement, the Note, the Junior Note, the Security Instruments, the Junior Loan Documents and the other Loan Documents are subject to the express condition that at no time shall Borrowers obligated or required to pay interest on the principal balance of the Loan or the Junior Loan at a rate (or rates) which could subject Lender to either civil or criminal liability as a result of being in excess of the Maximum Legal Rate. If, by the terms of this Agreement or the other Loan Documents, Borrowers are at any time required or obligated to pay interest on the principal balance due hereunder at any rate in excess of the Maximum Legal Rate, the Applicable Interest Rate, the Junior Note interest rate or the Default Rate, as the case may be, shall be deemed to be immediately reduced to the Maximum Legal Rate and all previous payments in excess

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of the Maximum Legal Rate shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of the sums due under the Loan and the Junior Loan, shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated terms of the Loan and the Junior Loan, as applicable, until payment in full so that the rate (or rates) or amount (or amounts) of interest on account of the Loan and the Junior Loan does not exceed the Maximum Legal Rate of interest from time to time in effect and applicable to the Loan and the Junior Loan for so long as the Loan and the Junior Loan are outstanding.”

(d) Section 13.20 of the Loan Agreement is hereby amended in its entirety and restated as follows:

“BORROWERS AND LENDER WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, THE NOTE, THE JUNIOR NOTE, THE SECURITY INSTRUMENTS, THE JUNIOR LOAN DOCUMENTS OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY BE DELIVERED IN THE FUTURE IN CONNECTION HERewith, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWERS REPRESENT AND WARRANT THAT THEIR COUNSEL HAS ADVISED THEM OF THE EFFECT OF THIS SECTION.”

(e) Section 13.21 of the Loan Agreement is hereby amended in its entirety and restated as follows:

“THIS AGREEMENT WAS NEGOTIATED IN THE STATE OF ILLINOIS, THE LOAN AND THE JUNIOR LOAN WERE MADE BY LENDER AND ACCEPTED BY BORROWERS IN THE STATE OF ILLINOIS, AND THE PROCEEDS OF THE LOAN AND THE JUNIOR LOAN DELIVERED PURSUANT HERETO WERE DISBURSED FROM THE STATE OF ILLINOIS, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY, ENFORCEABILITY AND

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PERFORMANCE, THIS AGREEMENT, THE NOTE, THE JUNIOR NOTE, THE SECURITY INSTRUMENTS, THE JUNIOR LOAN DOCUMENTS AND THE OTHER LOAN DOCUMENTS AND THE OBLIGATIONS ARISING HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWERS HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT, THE NOTE, THE JUNIOR NOTE, THE SECURITY INSTRUMENTS, THE JUNIOR LOAN DOCUMENTS AND THE OTHER LOAN DOCUMENTS.”

2.13 Tax Escrow. Lender hereby requires that Borrowers deposit with Lender such funds for real property taxes into an escrow account as further set forth in Section 2(b) of the Mortgage.

3. AMENDMENTS TO THE MORTGAGE

3.1 Modification of Recitals.

(a) The first recital of the Mortgage is hereby amended in its entirety and restated as follows:

“**WHEREAS**, Mortgagor is justly indebted to Mortgagee in an aggregate principal sum of \$2,007,500 pursuant to a Construction Loan Agreement dated April 1, 2010 (the “Loan Agreement”), as amended from time to time, between Mortgagor and Mortgagee, and is evidenced by that certain Amended and Restated Promissory Note dated May 5, 2012 in the principal amount of \$2,007,500 (the “Note”), which, for the period from May 5, 2012 to May 5, 2017 bears interest at a fixed rate per annum equal to the sum of 275 basis points plus the LIBOR Rate (defined in the Loan Agreement), and for the period from May 5, 2017 through the Maturity Date (defined below) shall bear interest at a fixed rate per annum equal to the sum of 425 basis points plus the LIBOR Rate (defined in the Loan Agreement). The Note shall mature on May 5, 2022 (the “Maturity Date”). The foregoing to the contrary

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notwithstanding, at no time shall the interest rate under the Note be less than 6.50%.”

(b) The second recital of the Mortgage is hereby amended to provide that all references therein to the “Loan Documents” shall expressly exclude the Junior Note and the other Junior Loan Documents, each as defined in the Loan Agreement.

4. AMENDMENTS TO THE ASSIGNMENT OF RENTS

4.1 Amended Definition. The following definition in Section 1 of the Assignment of Rents is hereby amended in its entirety and restated as follows:

Notes. Collectively, the Amended and Restated Promissory Note dated May 5, 2012 in the principal amount of \$2,007,500 made jointly and severally by Assignor and Colosseum Chapels of Hillside, Inc., an Illinois corporation, and made payable to Assignee pursuant to the Loan Agreement.

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 Modifications and as expressly modified and amended herein. Each of Borrowers hereby (i) confirms and reaffirms all of its or his/her obligations under the Loan Documents, 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 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/she does not have any defense, set off or counterclaim to the payment or performance of any of its or his/her obligations under the Loan Documents, as previously modified and amended by the Prior Modifications 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 Modifications and as amended by this Agreement.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Organization. 4500 Roosevelt is a limited liability company and Colosseum Chapels is an Illinois corporation duly organized and incorporated, respectively, existing and in good standing under the laws of the State of Illinois, with full and adequate limited liability company power and corporate power, respectively, to carry on and conduct its business as presently conducted. Borrowers are duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing. The Articles of Organization, Articles of Incorporation, Operating Agreement, Bylaws, Borrowing

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Resolutions and Incumbency Certificates, as applicable, of Borrowers have not been changed or amended since the most recent date that certified copies thereof were delivered to Lender. 4500 Roosevelt's state issued organizational identification number is 02130173. Colosseum Chapels' state issued organizational identification number is 65395339. The exact legal name of each Borrower is as set forth in the preamble of this Agreement and Borrowers currently do not conduct, nor have either of them during the last five (5) years conducted, business under any other name or trade name. Neither Borrower will change its name, its organizational identification number, its type of organization, its jurisdiction of organization or other legal structure.

6.2 Authorization. Each 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 Documents, as previously modified and amended by the Prior Modifications and as amended hereby and under the Junior Loan Documents and to perform its obligations under the Loan Documents, as previously modified and amended by the Prior Modifications and as amended hereby and under the Junior Loan Documents.

6.3 No Conflicts. The execution and delivery of this Agreement and the performance by Borrowers of their obligations under the Loan Documents, as previously modified and amended by the Prior Modifications and as amended hereby, and under the Junior Loan Documents do not and will not conflict with any provision of law or of the Articles of Organization, Articles of Incorporation, Operating Agreement or Bylaws, as applicable, of Borrowers or of any agreement binding upon Borrowers.

6.4 Validity and Binding Effect. The Loan Documents, as amended hereby, and the Junior Loan Documents are legal, valid and binding obligations of Borrowers, enforceable against Borrowers 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.

6.5 Compliance with Loan Documents. The representation and warranties set forth in the Loan Documents, as previously modified and amended by the Prior Modifications and 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, each of the Borrowers has complied with and is in compliance with all of the covenants set forth in the Loan Documents, as amended hereby.

6.6 Release and Waiver. Each of the Borrowers 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, the Junior

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Loan Documents and any agreements, documents and instruments relating to the Loan Documents or the Junior Loan Documents and the administration of the Loan Documents and the Junior Loan Documents, all indebtedness, obligations and liabilities of Borrowers to Lender and any agreements, documents and instruments relating to the Loan Documents or the Junior Loan Documents (collectively, the "Claims"), which Borrowers 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 the Borrowers 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. Borrowers further expressly acknowledge and agree that this general release shall have full force and effect notwithstanding the occurrence of an Event of Default pursuant to this Agreement.

6.7 Omnibus Amendment. Each of the Loan Documents, as previously modified and amended by the Prior Modifications, 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, Borrowers and Lender acknowledge that the term "Loan Documents" shall mean all of the Loan Documents, as previously modified and amended by the Prior Modifications and 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" and/or "Other Documents" shall now be deemed to include this Agreement and any other documents, instruments or agreements executed in connection herewith.

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

7.1 Agreement. This Agreement duly executed by Borrowers and Lender.

7.2 Note. That certain Amended and Restated Promissory Note of even date herewith executed by Borrowers in favor of Lender.

7.3 Amended and Restated Guaranty. That certain Amended and Restated Guaranty of even date herewith executed by Guarantors in favor of Lender.

7.4 Junior Note. That certain Junior Promissory Note of even date herewith executed by Borrowers in favor of Lender.

7.5 Junior Mortgage. That certain Junior Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing of even date herewith executed by 4500 Roosevelt in favor of Lender.

7.6 Junior Assignment of Rents. That certain Junior Assignment of Rents of even date herewith executed by 4500 Roosevelt in favor of Lender.

7.7 SBA Loan Documents. Copies of those certain documents evidencing the SBA Loan executed by the SBA and Borrowers.

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7.8 Resolutions. A certified copies of resolutions of the Manager and directors of Borrowers, as applicable, authorizing the execution, delivery and performance of this Agreement and the related loan documents.

7.9 Commitment Fee. Payment by Borrowers of a \$500 commitment fee in connection with the Amended and Restated Promissory Note to Lender.

7.10 Mandatory Prepayments. The Mandatory Prepayments paid, credited or otherwise delivered to Lender in form and substance satisfactory to Lender.

7.11 Other Documents. Such other documents, certificates, resolutions and/or opinions of counsel as Lender may request or have listed on the Closing Checklist of even date herewith.

8. GENERAL.

8.1 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.

8.2 Successors and Assigns. This Agreement shall be binding upon Borrowers and Lender and their respective successors and assigns, and shall inure to the benefit of Borrowers and Lender and the successors and assigns of Lender.

8.3 Expenses. Borrowers 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. Borrowers 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.

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

8.5 Jury Waiver. BORROWERS 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,

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DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[REDACTED]

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

BORROWERS:

4500 ROOSEVELT ROAD, LLC, an Illinois limited liability company

By: Joseph A. Russo
Joseph A. Russo, Manager

COLOSSEUM CHAPELS OF HILLSIDE, INC., an Illinois corporation

By: Joseph A. Russo
Joseph A. Russo, President

LENDER:

INLAND BANK AND TRUST, an Illinois banking corporation

By: [Signature]
Name: Michael Fogarty
Title: Avp

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 4 (EXCEPT THE NORTH 80 FEET THEREOF AND EXCEPT THE EAST 149.80 FEET THEREOF) AND LOT 5 (EXCEPT THE NORTH 318 FEET THEREOF AND EXCEPT THE WEST 76.86 FEET THEREOF) IN HILLSIDE CONGRESS EXECUTIVE PARK, BEING A SUBDIVISION OF PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 1966 AS DOCUMENT NO. 20016140, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 4500 ROOSEVELT ROAD, HILLSIDE, IL 60162

PIN: 15-17-304-089-0000 & 15-17-304-090-0000