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THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

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PERMANENT TAX INDEX NUMBER:

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Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
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SECOND MODIFICATION OF LOAN DOCUMENTS

This **SECOND MODIFICATION OF LOAN DOCUMENTS** (this "**Agreement**") is dated as of May 31, 2012, and is executed by and among (i) **DEAN M. EBERHARDT, TRUSTEE OF THE DEAN M. EBERHARDT TRUST** (the "**Borrower**"), (iii) **MRC POLYMERS, INC.**, an Illinois corporation (the "**Commercial Borrower**") (iv) **DEAN M. EBERHARDT** ("**DME**"; the Commercial Borrower and DME are each individually referred to in this Agreement as a "**Guarantor**" and are collectively referred to in this Agreement as the "**Guarantors**"), and (iv) **FIRSTMERIT BANK, N.A.**, a national banking association (together with its successors and assigns, the "**Lender**").

RECITALS:

A. The Lender has previously loaned to the Borrower and **DEAN M. EBERHARDT, TRUSTEE OF THE MARK D. EBERHARDT TRUST** (the "**MDE Trust**"; the Borrower and the MDE Trust are collectively referred to in this Agreement as the "**Original Borrowers**") the principal amount of **ONE MILLION FOUR HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS** (\$1,495,000.00) (the "**Mortgage Loan**"), as evidenced by that certain Promissory Note dated October 18, 2010 (as amended, restated, or replaced from time to time, the "**Mortgage Note**"), jointly and severally executed by the Original Borrowers

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and made payable to the order of the Lender in the original principal amount of the Mortgage Loan.

B. Pursuant to the terms and conditions contained in that certain Credit and Security Agreement dated as of October 18, 2010, executed by and between the Commercial Borrower and the Lender, as amended by that certain First Amendment to Credit and Security Agreement and Waiver dated as of June 23, 2011, and that certain Second Amendment to Credit and Security Agreement dated as of October 26, 2011 (as amended, the "**Original Credit Agreement**"), the Lender agreed to loan to the Commercial Borrower the aggregate principal amount of **EIGHT MILLION SEVEN HUNDRED SEVENTY-TWO THOUSAND AND 00/100 DOLLARS** (\$8,772,000.00) (collectively, the "**Commercial Loans**"; the Mortgage Loan and the Commercial Loans are collectively referred to in this Agreement as the "**Loans**"), which amount includes a letter of credit facility in the maximum amount of **ONE MILLION AND 00/100 DOLLARS** (\$1,000,000.00). The Commercial Loans are evidenced by:

(i) that certain Revolving Note dated October 18, 2010 (as amended, restated, or replaced from time to time, the "**Original Revolving Note**"), executed by the Commercial Borrower and made payable to the order of the Lender in the maximum principal amount of **FIVE MILLION AND 00/100 DOLLARS** (\$5,000,000.00);

(ii) that certain Term Note 1 dated October 18, 2010 (as amended, restated, or replaced from time to time, the "**Original Term Note 1**"), executed by the Commercial Borrower and made payable to the order of the Lender in the original principal amount of **SEVEN HUNDRED SEVENTY-TWO THOUSAND AND 00/100 DOLLARS** (\$772,000.00);

(iii) that certain Term Note 2 dated October 18, 2010 (as amended, restated, or replaced from time to time, the "**Original Term Note 2**"), executed by the Commercial Borrower and made payable to the order of the Lender in the original principal amount of **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$500,000.00), and

(iv) that certain Capex Note dated June 23, 2011 (as amended, restated, or replaced from time to time, the "**Original Capex Note 1**"; the Original Revolving Note, the Original Term Note 1, the Original Term Note 2, and the Original Capex Note 1 are collectively referred to in this Agreement as the "**Original Commercial Notes**"; the Mortgage Note and the Original Commercial Notes are collectively referred to in this Agreement as the "**Notes**"), executed by the Commercial Borrower and made payable to the order of the Lender in the maximum principal amount of **TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$2,500,000.00). The Credit Agreement, the Original Commercial Notes, and the other documents evidencing, securing, and guarantying the Commercial Loans, in their original form and as amended, restated, or replaced from time to time, are sometimes collectively referred to in this Agreement as the "**Original Commercial Loan Documents**").

C. Pursuant to the terms of that certain Reimbursement Agreement dated as of October 18, 2010 (the "**Reimbursement Agreement**"; the Reimbursement Agreement and all agreements, instruments, and documents executed in connection with or contemplated by the Reimbursement Agreement are collectively referred to in this Agreement as the "**Reimbursement Documents**"), executed by and between the Commercial Borrower and the

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Lender, the Lender agreed to issue to Amalgamated Bank of Chicago (the "**Trustee**") an Irrevocable Letter of Credit (No. RB1000000067) in the original face amount of **FOUR MILLION THREE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED THIRTY-FIVE AND 44/100 DOLLARS** (\$4,344,435.44) (the "**IRB Letter of Credit**") as required by that certain Trust Indenture dated as of October 1, 2001, by and between the City of Chicago (the "**Issuer**") and the Trustee and that certain Loan Agreement dated as of October 1, 2001, by and between the Issuer and the Commercial Borrower, under which the Issuer issued its Variable Rate Demand Industrial Development Revenue Bonds (MRC Polymers, Inc. Project) Series 2001 in the aggregate principal amount of **SIX MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS** (\$6,500,000.00) and loaned to the Commercial Borrower certain proceeds of the sale of the Bonds.

D. The Notes and the Commercial Borrower's obligations under the Reimbursement Documents are secured by, among other things:

- (i) that certain Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of October 18, 2010, jointly and severally executed by the Original Borrowers to and for the benefit of the Lender and recorded with the Recorder of Deeds in Cook County, Illinois (the "**Recorder's Office**"), on October 22, 2010, as Document No. 1029533021 (as amended, restated, or replaced from time to time, the "**Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit "A"** attached to this Agreement (the "**Premises**");
- (ii) that certain Assignment of Rents and Leases dated as of October 18, 2010, jointly and severally executed by the Original Borrowers to and for the benefit of the Lender and recorded with the Recorder's Office on October 22, 2010, as Document No. 1029533022 (as amended, restated, or replaced from time to time, the "**Assignment of Rents**");
- (iii) that certain Environmental Indemnity Agreement dated as of October 18, 2010, jointly and severally executed by the Original Borrowers and the Guarantors to and for the benefit of the Lender (as amended, restated, or replaced from time to time, the "**Indemnity Agreement**");
- (iv) that certain Guaranty of Payment dated as of October 18, 2010, executed by the Commercial Borrower to and for the benefit of the Lender (as amended, restated, or replaced from time to time, the "**MRC Guaranty**");
- (v) that certain Continuing Unconditional Limited Guaranty dated as of October 18, 2010, executed by DME to and for the benefit of the Lender (as amended, restated, or replaced from time to time, the "**DME Guaranty**"); the MRC Guaranty and the DME Guaranty are each individually referred to in this Agreement as a "**Guaranty**" and are collectively referred to in this Agreement as the "**Guaranties**"; and
- (vi) certain other loan documents (the Mortgage Note, the Mortgage, the Assignment of Rents, the Indemnity Agreement, the Guaranties, and the other documents evidencing, securing, and guarantying the Mortgage Loan, in their original form and as amended

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from time to time, are sometimes collectively referred to in this Agreement as the "**Mortgage Loan Documents**").

E. Pursuant to that certain Loan Assignment and Assumption Agreement, Limited Release and Modification of Loan Documents dated as of June 23, 2011 (the "**First Modification**"), executed by and among the Original Borrowers, the Guarantors, and the Lender, and recorded with the Recorder's Office on August 17, 2011, as Document No. 1122933132 (the "**First Modification**"), the Borrower assumed the MDE Trust's obligations under the Mortgage Loan Documents, and the MDE Trust was released from its obligations under the Mortgage Loan Documents (except as set forth in the First Modification).

F. The Borrower desires that the Lender modify the Mortgage Loan Documents to reduce the interest rate to a fluctuating per annum rate of interest equal to the LIBOR Rate (as defined in the Mortgage Note) plus two and seventy-five one hundredths percent (2.75%).

G. Pursuant to that certain Amended and Restated Credit and Security Agreement dated as of even date herewith executed by and between the Commercial Borrower and the Lender (the "**Amended and Restated Credit Agreement**"), the Commercial Borrower and the Lender have agreed to amend and restate in their entirety the Original Credit Agreement, the Original Commercial Notes, and certain other Original Commercial Loan Documents to, among other things, provide for a new capital expenditure facility in the amount of **ONE MILLION FIVE HUNDRED THOUSAND AND 00.100 DOLLARS (\$1,500,000.00)** (the "**Capex Loan 2**"), which will be evidenced by a Capex Note 2 dated of even date herewith (the "**Capex Note 2**") executed by the Commercial Borrower, made payable to the order of the Lender in the maximum principal amount of the Capex Loan 2, and due on May 31, 2017.

H. It is a condition precedent to the Lender's agreement modify the Mortgage Loan Documents and to amend and restate the Original Credit Agreement, the Original Commercial Notes, and certain other Original Commercial Loan Documents that the Borrower, the Commercial Borrower, and DME execute and deliver this Agreement to the Lender.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth in the above Recitals (which are incorporated into and made a part of this Agreement), (ii) the agreement by the Lender to modify the Mortgage Loan Documents, as provided in this Agreement, (iii) the covenants and agreements contained in this Agreement, and (iv) for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing Recitals are made a part of this Agreement.
2. **DEFINITIONS.** Unless otherwise defined in this Agreement, any capitalized word or phrase used in this Agreement has the definition ascribed to such word or phrase in the Mortgage.
3. **ALLONGE TO MORTGAGE NOTE.** Concurrently with the execution and delivery of this Agreement, the Borrower must execute and deliver to the Lender an Allonge to

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the Mortgage Note dated the date of this Agreement (the "**Allonge**"), which Allonge must be satisfactory to the Lender and the Lender's counsel in form, substance, and execution. The Allonge will, among other things, reduce the interest rate set forth in the Mortgage Note to a fluctuating per annum rate of interest equal to the LIBOR Rate (as defined in the Mortgage Note) plus two and seventy-five one hundredths percent (2.75%), except as otherwise provided in the Mortgage Note or the other Mortgage Loan Documents.

4. MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND INDEMNITY AGREEMENT. Effective as of the date of this Agreement, each of the Mortgage, the Assignment of Rents, and the Indemnity Agreement are amended as follows:

4.1 Credit Agreement. The term "Credit Agreement" is amended to mean the Amended and Restated Credit Agreement.

4.2 Commercial Notes.

(a) The term "Revolving Note" is amended to mean that certain Amended and Restated Revolving Note dated even date herewith (as amended, restated, or replaced from time to time, the "**Amended and Restated Revolving Note**"), executed by the Commercial Borrower and made payable to the Lender in the maximum principal amount of **SIX MILLION AND 00/100 DOLLARS** (\$6,000,000.00) and due on May 31, 2013.

(b) The term "Term Note 1" is amended to mean that certain Amended and Restated Term Note 1 dated even date herewith (as amended, restated, or replaced from time to time, the "**Amended and Restated Term Note 1**"), executed by the Commercial Borrower and made payable to the order of the Lender in the original principal amount of **SEVEN HUNDRED SEVENTY-TWO THOUSAND AND 00/100 DOLLARS** (\$772,000.00) and due on October 18, 2013.

(c) The term "Term Note 2" is amended to mean that certain Amended and Restated Term Note 2 dated even date herewith (as amended, restated, or replaced from time to time, the "**Amended and Restated Term Note 2**"), executed by the Commercial Borrower and made payable to the order of the Lender in the original principal amount of **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$500,000.00) and due on October 18, 2015.

(d) The term "Capex Note" is amended to mean that certain Amended and Restated Capex Note 1 dated even date herewith (as amended, restated, or replaced from time to time, the "**Amended and Restated Capex Note 1**"), executed by the Commercial Borrower and made payable to the order of the Lender in the maximum principal amount of **TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$2,500,000.00), and due on May 31, 2017.

(e) The term "Commercial Notes" is amended to mean, collectively, the Amended and Restated Revolving Note, the Amended and Restated Term Note 1, the Amended and Restated Term Note 2, the Amended and Restated Capex Note 1, and the Capex Note 2.

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4.3 Commercial Loans. The term "**Commercial Loans**" is amended to mean the aggregate amount of **ELEVEN MILLION TWO HUNDRED SEVENTY-TWO THOUSAND AND 00/100 DOLLARS** (\$11,272,000.00) loaned by the Lender to the Commercial Borrower pursuant to the Amended and Restated Credit Agreement, which amount includes a letter of credit facility in the maximum amount of **ONE MILLION AND 00/100 DOLLARS** (\$1,000,000.00). The Commercial Loans are evidenced by the Commercial Notes. Except as otherwise provided in the Amended and Restated Credit Agreement, interest accrues on the Commercial Loans at a fluctuating per annum rate of interest equal to the LIBOR Rate (as defined in the Amended and Restated Credit Agreement) plus two and seventy-five one hundredths percent (2.75%).

4.4 Maximum Indebtedness. Section 37(j) of the Mortgage is amended in its entirety to read as follows:

"(j) **Maximum Indebtedness.** Notwithstanding anything contained herein to the contrary, in no event will the Indebtedness exceed an amount equal to **THIRTY-FIVE MILLION AND 00/100 DOLLARS** (\$35,000,000.00); provided, however, in no event will the Lender be obligated to advance funds in excess of the face amount of the Notes."

5. TITLE POLICY. As a condition precedent to the agreements contained in this Agreement, the Borrowers must, at their sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to the Lender's title insurance policy No. 1410 008815284 EP (the "**Title Policy**"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by the Lender (the "**Endorsement**").

6. DELIVERIES. As conditions precedent to the effectiveness of this Agreement, the Borrowers must deliver or cause to be delivered or satisfied the following, all of which must be in form, substance, and execution acceptable to the Lender and counsel for the Lender:

6.1 Agreement. This Agreement, executed by the Borrower, the Commercial Borrower, DME, and the Lender.

6.2 Endorsement. The Endorsement.

6.3 DME Guaranty. An amended and restated DME Guaranty.

6.4 Organizational Documents and Resolutions.

(a) A current Certificate of Good Standing from the Secretary of State of the State of Illinois for the Commercial Borrower.

(b) A certified copy of the Articles of Incorporation and By-Laws for the Commercial Borrower and all amendments thereto, or a certification by a duly authorized officer of the Commercial Borrower that the same have not been amended or modified since the date certified copies of the same were submitted to the Lender.

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(c) A certified copy of a unanimous written consent executed by the board of directors of the Commercial Borrower, authorizing the Commercial Borrower's execution and delivery of this Agreement

(d) A Certified Abstract of Trust from the trustee of the Borrower in a form acceptable to the Lender, authorizing the Borrower's execution and delivery of this Agreement and all other documents and instruments required to be executed and delivered in connection herewith.

6.5 Other Documents. Such other documents, instruments, agreements, and financial information as the Lender may reasonably require.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWERS. The Borrower represents, covenants, and warrants to the Lender as follows:

7.1 Representations and Warranties. The representations and warranties in the Mortgage Note, the Mortgage, and the other Mortgage Loan Documents are true and correct in all material respects as of the date of this Agreement.

7.2 Event of Default. There is currently no Event of Default under the Mortgage Note, the Mortgage, or the other Mortgage Loan Documents and the Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Mortgage Note, the Mortgage, or the other Mortgage Loan Documents.

7.3 Full Force and Effect. The Mortgage Loan Documents as modified by this Agreement are in full force and effect and, following the execution and delivery of this Agreement, continue to be the legally valid and binding obligation of the Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

7.4 No Material Adverse Change. There has been no material adverse change in the financial condition of the Borrower or any other party whose financial statement has been delivered to the Lender in connection with the Mortgage Loan from the date of the most recent financial statement received by the Lender.

7.5 No Claims or Defenses. As of the date of this Agreement, the Borrower does not have any claims, counterclaims, defenses, or set-offs with respect to the Mortgage Loan or the Mortgage Loan Documents as modified in this Agreement.

7.6 Organization and Authorization. The Borrower is validly existing and in good standing under the laws of the State of Illinois and has the requisite power and authority to execute and deliver this Agreement. The execution and delivery of this Agreement have been duly authorized by all requisite action by or on behalf of the Borrower. This Agreement has been duly executed and delivered on behalf of the Borrower. The Borrower has the requisite power and authority to perform the Mortgage Loan Documents as modified in this Agreement. The performance of the Mortgage Loan Documents as modified by this Agreement has been duly authorized by all requisite action by or on behalf of the Borrower.

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8. **REAFFIRMATION OF GUARANTIES.** Each of the Guarantors hereby expressly: (a) consents to the execution by the Borrower and the Lender of this Agreement; (b) acknowledges that such Guarantor does not have any set-off, defense, or counterclaim to the payment or performance of any of the obligations of the Borrower under the Mortgage Note, the Mortgage, or the other Mortgage Loan Documents or such Guarantor under its or his respective Guaranty; (c) reaffirms, assumes, and binds itself or himself, as the case may be, in all respects to all of the obligations, liabilities, duties, covenants, terms, and conditions that are contained in its or his respective Guaranty; (d) agrees that all such obligations and liabilities under its or his respective Guaranty will continue in full force and that the execution and delivery of this Agreement to, and its acceptance by, the Lender will not in any manner whatsoever (i) impair or affect the liability of either of the Guarantors to the Lender under its or his respective Guaranty, (ii) prejudice, waive, or be construed to impair, affect, prejudice, or waive the rights and abilities of the Lender at law, in equity, or by statute, against either of the Guarantors pursuant to its or his respective Guaranty, and/or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Lender by either of the Guarantors under its or his respective Guaranty; and (e) represents and warrants that each of the representations and warranties made by such Guarantor in its or his respective Guaranty remain true and correct as of the date hereof.

9. **EXPENSES.** As a condition precedent to the agreements contained in this Agreement, the Borrower must pay all out-of-pocket costs and expenses incurred by the Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees, and reasonable attorneys' fees and expenses.

10. **RELEASE AND WAIVER OF CLAIMS.**

10.1 **General Release and Waiver of Claims.** In consideration of the Lender's agreement to enter into this Agreement, the Borrower and the Guarantors jointly and severally release and forever discharge the Lender and its respective successors, assigns, partners, directors, officers, agents, attorneys, administrators, trustees, subsidiaries, affiliates, beneficiaries, shareholders, representatives, agents, servants, and employees from any and all rights, proceedings, agreements, contracts, judgments, debts, costs, expenses, promises, duties, claims, demands, cross-actions, controversies, causes of action, damages, rights, liabilities, and obligations, at law or in equity whatsoever, known or unknown, suspected or unsuspected, choate or inchoate, whether past, present, or future, now held, owned, or possessed by the Borrower or the Guarantors, or which the Borrower or the Guarantors may hereafter hold or claim to hold from the beginning of time to the date of this Agreement under common law or statutory right, known or unknown, arising, directly or indirectly, proximately or remotely, out of the Mortgage Note, the Mortgage, or any of the other Mortgage Loan Documents, including, without limitation, any and all rights, proceedings, agreements, contracts, judgments, debts, expenses, promises, duties, claims, demands, cross-actions, controversies, causes of action, damages, rights, liabilities, and obligations whether based upon tort, fraud, breach of any duty of fair dealing, breach of confidence, undue influence, duress, economic coercion, conflict of interest, negligence, bad faith, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy, any claim for wrongfully accelerating the Mortgage Loan or wrongfully attempting to foreclose on

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any collateral relating to the Mortgage Loan, contract, or usury, but only to the extent that the foregoing arise in connection with events which occurred prior to the date of this Agreement. Without limiting the generality of the foregoing, this release includes the following matters: (a) all aspects of this Agreement, the Mortgage Note, the Mortgage, the other Mortgage Loan Documents, and the negotiations among or on behalf of the Borrower, the Guarantors and the Lender and the demands and requests by the Lender of the Borrower and/or the Guarantors concerning this Agreement and the other Mortgage Loan Documents, including, but not limited to, all meetings, telephone calls, correspondence, and/or other contacts among or on behalf of the Borrower, the Guarantors, and the Lender incident to the attempts of said parties to reach an agreement in connection herewith, or in connection with the Mortgage Note, the Mortgage, or any of the other Mortgage Loan Documents and the attempt(s) of the Lender to collect the Mortgage Note, and (b) the exercise by the Lender of its rights under the Mortgage Note, the Mortgage, or any of the other Mortgage Loan Documents or at law or in equity.

This release is intended to release all liability of any character claimed for damages, of any type or nature, for injunctive or other relief, for attorneys' fees, interest, or any other liability whatsoever, whether statutory, contractual, or tort in character, or of any other nature or character in any way related to any and all matters and dealings of any nature whatsoever asserted or assertable by or on behalf of the Borrower or the Guarantors against the Lender, including, without limitation, any loss, cost, or damage in connection with, or based upon, any breach of fiduciary duty, breach of any duty of fair dealing or good faith, breach of confidence, breach of funding commitment, breach of any other duty, breach of any statutory right, fraud, usury, undue influence, duress, economic coercion, conflict of interest, negligence, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with corporate or other governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy, or any other cause of action, but only to the extent that the foregoing arise in connection with events which occurred prior to the date of execution hereof.

The Borrower and the Guarantors understand and agree that this is a full, final, and complete release and agree that this release may be pleaded as an absolute and final bar to any or all suit or suits pending or which may thereafter be filed or prosecuted by the Borrower or the Guarantors or anyone claiming by, through, or under the Borrower or the Guarantors in respect of any of the matters released by this Agreement and that no recovery on account of the described matters may hereafter be had from anyone whomsoever, and that the consideration given for this release is no admission of liability and that neither the Borrower, the Guarantors, nor those claiming under the Borrower or the Guarantors will ever claim that it is.

10.2 Releases Binding on Affiliates. The provisions, waivers, and releases set forth are binding upon the Borrower and the Guarantors and their respective agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants, and attorneys.

11. MISCELLANEOUS.

11.1 Governing Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Illinois.

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11.2 Construction. This Agreement may not be construed more strictly against the Lender than against the Borrower or the Guarantors merely by virtue of the fact that the same has been prepared by counsel for the Lender, it being recognized that the Borrower, the Guarantors, and the Lender have contributed substantially and materially to the preparation of this Agreement, and the Borrower, each of the Guarantors, and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending to be legally bound by the terms and provisions of this Agreement, of its own free will, without promises or threats or the exertion of duress upon it. The signatories state that they have read and understand this Agreement, that they intend to be legally bound by it, and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

11.3 No Joint Venture. Notwithstanding the execution of this Agreement by the Lender, nothing contained in this Agreement may be considered to constitute the Lender a venturer or partner of or in any way associated with the Borrower or any of the Guarantors nor will privity of contract be presumed to have been established with any third party.

11.4 Prior Agreements. The Borrower, each of the Guarantors, and the Lender each acknowledges that there are no other understandings, agreements, or representations, either oral or written, express or implied, that are not embodied in the Mortgage Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of the Borrower, the Guarantors, and the Lender; and that all such prior understandings, agreements, and representations are modified as set forth in this Agreement. Except as expressly modified by this Agreement, the terms of the Mortgage Loan Documents are and remain unmodified and in full force and effect.

11.5 Successors and Assigns. This Agreement binds and inures to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, successors, and assigns.

11.6 References to Loan Documents. Any references to the Mortgage Note, the Mortgage, or any of the other Mortgage Loan Documents contained in any of the Mortgage Loan Documents will be considered to refer to the Mortgage Note, the Mortgage, or any of the other Mortgage Loan Documents as amended. The paragraph and section headings used in this Agreement are for convenience only and do not limit the substantive provisions of this Agreement. All words in this Agreement that are expressed in the neuter gender are deemed to include the masculine, feminine, and neuter genders. Any word in this Agreement that is expressed in the singular or plural is deemed to include, whenever appropriate in the context, the plural and the singular.

11.7 Counterparts. This Agreement may be executed in one or more counterparts, all of which, when taken together, constitute one original Agreement.

11.8 Time of the Essence. Time is of the essence of each of the Borrower's obligations under this Agreement.

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EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

THAT PART OF THE WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET EAST OF THE WEST LINE AND 150 FEET SOUTH OF THE NORTH LINE OF THE SAID WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF THE SAID SOUTHEAST $\frac{1}{4}$ (SAID LINE BEING ALSO THE SOUTHERLY LINE OF RIGHT OF WAY OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY), A DISTANCE OF 39.3 FEET TO A POINT OF CURVE IN SAID RIGHT OF WAY; THENCE SOUTHEASTERLY ON A CURVE TANGENT TO THE LAST DESCRIBED LINE AND CONVEX TO THE NORTHEAST WITH A RADIUS OF 573.7 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE SAID WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 THENCE SOUTH ON THE LAST DESCRIBED LINE 477.71 FEET TO A LINE PARALLEL TO AND 690.31 FEET SOUTH OF THE NORTH LINE OF THE SAID SOUTHEAST $\frac{1}{4}$; THENCE WEST ON THE LAST DESCRIBED LINE 300.32 FEET TO A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF THE EAST $\frac{1}{2}$ OF THE SAID SOUTHEAST $\frac{1}{4}$, THE SAID LINE BEING ALSO THE EAST LINE OF LAWNDALE AVENUE; THENCE NORTH 540.31 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE SAID EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ WITH A LINE PARALLEL TO AND 690.31 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 AFORESAID; THENCE EAST ON THE LAST DESCRIBED LINE 292.36 FEET; THENCE SOUTHEAST ON A STRAIGHT LINE 77.55 FEET TO A POINT IN A LINE PARALLEL TO AND 20 FEET WEST OF THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 AFORESAID, SAID POINT BEING 565.11 FEET NORTH OF THE SOUTH LINE OF THE SAID NORTHWEST $\frac{1}{4}$; THENCE NORTH 41.61 FEET TO A POINT OF CURVE IN THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY ON A CURVE TANGENT

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TO THE WEST LINE OF THE RIGHT OF WAY OF THE ILLINOIS NORTHERN RAILWAY AND CONVEX TO THE NORTHEAST WITH A RADIUS OF 573.7 FEET TO A POINT IN THE WEST LINE OF THE EAST ½ OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35 AFORESAID; THENCE SOUTH ON THE LAST DESCRIBED LINE 477.71 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING EASTERLY OF A LINE 75 FEET WESTERLY OF MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF SAID SECTION 35) AND EXCEPT FROM AFORESAID PARCELS 1 AND 2 TAKEN AS A TRACT: THAT PART OF THE NORTH 690.31 FEET OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 33 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ WITH THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID; THENCE NORTH ALONG SAID EAST LINE 151.70 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 45 DEGREES TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 4.95 FEET; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF THE EAST ½ OF SAID SOUTHEAST ¼ OF THE NORTH WEST ¼ FOR A DISTANCE OF 282.76 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 9 DEGREES 24 MINUTES 02 SECONDS TO THE LEFT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 108.66 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 65 DEGREES 16 MINUTES 03 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 91.53 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 595 FEET OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 595 FEET FOR A DISTANCE OF 20.48 FEET; THENCE SOUTHEASTERLY FOR A DISTANCE OF 94.63 FEET TO A POINT IN THE WEST LINE OF THE EAST 75 FEET OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼, SAID POINT BEING 80 FEET NORTH OF THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID (AS MEASURED IN SAID WEST LINE OF THE EAST 75 FEET); THENCE SOUTH IN SAID WEST LINE OF THE EAST 75 FEET FOR A DISTANCE OF 80 FEET TO THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID; THENCE WEST ON SAID SOUTH LINE OF THE NORTH 690.31 FEET FOR A DISTANCE OF 558.82 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF PREMISES:

3307 South Lawndale Avenue
Chicago, Illinois

PERMANENT TAX INDEX NUMBER:

16-35-122-028-0000