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Karen A. Yarbrough
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Holland & Knight LLP
131 S. Dearborn Street
30th Floor
Chicago, Illinois 60603
Francis L. Keldermans, Esq.

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FIRST MODIFICATION OF LOAN DOCUMENTS

THIS FIRST MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of March 4, 2013, by and among NORTH SHORE HOLDINGS, LTD., an Illinois corporation ("Borrower"), CHRISTOPHER A. MANOUSSELIS and KENNETH M. LEBOVIC (each a "Guarantor" and collectively the "Guarantors"), CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, TRUST #130966, DATED MARCH 10, 2003 ("Mortgagor"), and FIRSTMERIT BANK, N.A., a national banking association ("Lender"), as successor in interest to the FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"), as Receiver for MIDWEST BANK AND TRUST COMPANY, an Illinois banking corporation, its successors and assigns ("Midwest").

RECITALS:

A. Midwest previously extended the following financial accommodations to Borrower: (i) on or about September 20, 2004, Midwest made a loan to Borrower in the principal amount of One Million and 00/100 Dollars (\$1,000,000.00) ("Loan No. 2858"), pursuant to that certain Business Loan Agreement dated as of September 20, 2004, by and between Borrower and Midwest ("Initial Loan No. 2858 Loan Agreement"); and, (ii) on or about November 9, 2005, Midwest made a loan to Borrower in the original principal amount of Three Hundred Eighty-Two Thousand Five Hundred and 00/100 Dollars (\$382,500.00) ("Loan No. 2859"); and together with Loan No. 2858, the "Loans", pursuant to the terms and conditions of that certain Business Loan Agreement dated as of November 9, 2005, by and between Borrower and Midwest (the "Initial Loan No. 2859 Loan Agreement").

B. Loan No. 2858 is evidenced by that certain Promissory Note dated as of September 20, 2004, made payable by Borrower to the order of Midwest in the original principal amount of Loan No. 2858, as amended by that certain Promissory Note dated as of January 5, 2009, made payable by Borrower to the order of Midwest in the original principal amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), as amended, restated,

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replaced and consolidated by that certain Promissory Note dated as of December 31, 2009, made payable by Borrower to the order of Midwest in the original principal amount of One Million and 00/100 Dollars (collectively, the "Initial Loan No. 2858 Note").

C. Loan No. 2859 is evidenced by that certain Promissory Note dated as of November 9, 2005, made payable by Borrower to the order of Midwest in the original principal amount of Loan No. 2859 ("Initial Loan No. 2859 Note").

D. Loan No. 2858 is secured by, among other things, the following documents: (i) that certain Mortgage dated January 5, 2009, made by Mortgagor in favor of Midwest and recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on March 19, 2009 as Document No. 0907833020 ("3621 Ridge Road Mortgage"), which 3621 Ridge Road Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("3621 Ridge Road Property"); (ii) that certain Assignment of Rents made by Mortgagor in favor of Midwest, dated December 31, 2009 with respect to the 3621 Ridge Road Property ("3621 Ridge Road Assignment"); (iii) that certain Modification of Mortgage Agreement dated January 5, 2009, made by Borrower in favor of Lender and recorded with the Recorder's Office on March 19, 2009 as Document No. 0907833017 ("3627 Ridge Road Mortgage"), which 3627 Ridge Road Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("3627 Ridge Road Property"); (iv) that certain Mortgage dated January 5, 2009, made by Mortgagor in favor of Midwest and recorded with the Recorder's Office on March 19, 2009 as Document No. 0907833018 ("Cottage Grove Mortgage"), which Cottage Grove Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Cottage Grove Property"); (v) that certain Assignment of Rents dated January 5, 2009, made by Mortgagor in favor of Midwest and recorded with the Recorder's Office on March 19, 2009 as Document No. 0907833019 with respect to the Cottage Grove Property; (vi) that certain Assignment of Rents dated December 31, 2009, made by Borrower in favor of Midwest with respect to the 3627 Ridge Road Property; (vii) that certain Mortgage dated May 16, 2011, made by Borrower in favor of Lender and recorded with the Recorder's Office on September 7, 2011 as Document No. 1125044062 ("3611 Ridge Road Mortgage"), which 3611 Ridge Road Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("3611 Ridge Road Property"); (viii) that certain Assignment of Rents dated May 16, 2011, made by Borrower in favor of Lender and recorded with the Recorder's Office on September 7, 2011 as Document No. 1125044063 with respect to the 3611 Ridge Road Property; (ix) two separate Commercial Guarantees each dated as of December 31, 2009, one made by each Guarantor in favor of Lender (collectively, the "Loan No. 2858 Guaranty"); (x) that certain Subordination Agreement dated as of September 20, 2004, made by Kenneth M. Lebovic in favor of Midwest ("Subordination Agreement"); and (xi) certain other loan documents (items (i) through (xi) in this Recital D, together with any other documents evidencing, securing and guarantying Loan No. 2858, in their original form and as amended from time to time, are referred to collectively herein as the "Loan No. 2858 Loan Documents", the 3621 Ridge Road Mortgage, 3627 Ridge Road Mortgage, Cottage Grove Mortgage and the 3611 Ridge Road Mortgage are referred to collectively herein as the "Loan No. 2858 Mortgages", and, the 3621 Ridge Road Property, 3627 Ridge Road Property, Cottage Grove Property and the 3611 Ridge Road Property are referred to collectively herein as the "Loan No. 2858 Properties").

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E. Loan No. 2859 is secured by, among other things, the following documents all dated as of November 9, 2005 (unless otherwise indicated): (i) that certain Mortgage from Borrower to Midwest recorded with the Recorder's Office on December 15, 2005 as Document No. 0534902309 ("Loan No. 2859 Mortgage"; and together with the Loan No. 2858 Mortgages, the "Mortgages"), which Loan No. 2859 Mortgage encumbers that certain real property commonly known as 3601 Ridge, Lansing, Illinois as further described on Exhibit B attached hereto (together with all improvements thereon, the "3601 Ridge Property"; and together with the Loan No. 2858 Properties, the "Property"); (ii) that certain Assignment of Rents from Borrower to Midwest with respect to the 3601 Ridge Property, recorded with the Recorder's Office on December 15, 2005 as Document No. 0534902310 with respect to the 3601 Ridge Property; (iii) that certain Environmental Indemnity Agreement from Borrower to Lender with respect to the 3601 Ridge Property; (iv) two separate Commercial Guarantees, one made by each Guarantor in favor of Midwest (collectively, the "Loan No. 2859 Guaranty"; and together with the Loan No. 2858 Guaranty, the "Guaranty"); and, (v) certain other loan documents (hereinafter, items (i) through (v) in this Recital E, together with any other documents evidencing, securing and guarantying Loan No. 2859, in their original form and as amended from time to time are referred to collectively as the "Loan No. 2859 Loan Documents"; and together with the Loan No. 2858 Loan Documents, the "Loan Documents").

F. Pursuant to the provisions of Section 58 of the Illinois Banking Act and Section 11(c) of the Federal Deposit Insurance Act (12 U.S.C. 1821[c]), the Director of the Illinois Department of Financial and Professional Regulation requested that the FDIC immediately accept appointment as the receiver of Midwest. On May 14, 2010 ("Closing Date"), Midwest was closed by the Illinois Department of Financial and Professional Regulation, Division of Banking, and the FDIC was appointed as Receiver of Midwest. Pursuant to the notification from the Comptroller of the Currency ("OCC"), Administrator of National Banks, dated May 14, 2010, Lender received approval of the OCC to purchase certain assets of Midwest, including, but not limited to, the Loans and the Loan Documents.

G. On or about December 4, 2010, Lender extended the Maturity Date of Loan No. 2858 from December 4, 2010 to March 4, 2011, as evidenced by that certain Amendment to Note dated as of December 4, 2010, executed by Borrower and Guarantors in favor of Lender ("First Amendment to Initial Loan No. 2858 Note").

H. On or about March 4, 2011, Lender further extended the Maturity Date of Loan No. 2858 from March 4, 2011 to March 4, 2013, as evidenced by that certain Amendment to Note dated as of March 4, 2011, executed by Borrower and Guarantors in favor of Lender ("Second Amendment to Initial Loan No. 2858 Note").

I. On or about November 9, 2010, Lender extended the Maturity Date of Loan No. 2859 from November 9, 2010 to February 9, 2011, as evidenced by that certain Amendment to Note dated as of November 9, 2010, executed by Borrower and Guarantors in favor of Lender ("First Amendment to Initial Loan No. 2859 Note").

J. On or about February 9, 2011, Lender further extended the Maturity Date of Loan No. 2859 from February 9, 2011 to February 9, 2013, as evidenced by that certain

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Amendment to Note dated as of February 9, 2011, executed by Borrower and Guarantors in favor of Lender ("Second Amendment to Initial Loan No. 2859 Note").

K. Borrower desires to amend the Loan Documents in order to, among other things, extend the Maturity Date of the Loans to October 5, 2013 ("Extension"). In connection with the Extension, Borrower has agreed to execute and deliver to Lender (i) a First Amended and Restated Promissory Note effective as of March 4, 2013, made payable by Borrower and Mortgagor to the order of Lender in the principal amount of Five Hundred Sixty Thousand Three Hundred Ten and 49/100 Dollars (\$560,310.49) ("First Amended Loan No. 2858 Note") and (ii) a First Amended and Restated Promissory Note effective as of February 9, 2013, made payable by Borrower and Mortgagor to the order of Lender in the principal amount of Two Hundred Eighty-Nine Thousand One Hundred Ten and 15/100 Dollars (\$289,110.15) ("First Amended Loan No. 2859 Note"); and together with the First Amended Loan No. 2858 Note, the "Notes".

L. Hereinafter, Initial Loan No. 2858 Loan Agreement and this agreement are referred to collectively as the "Loan No. 2858 Loan Agreement", the Initial Loan No. 2859 Loan Agreement and this Agreement are referred to collectively as the "Loan No. 2859 Loan Agreement", and, the Loan No. 2858 Loan Agreement and the Loan No. 2859 Loan Agreement are referred to collectively as the "Loan Agreements". All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in each of the Loan Agreements, as applicable and as the context requires.

AGREEMENTS:

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

1. Additional Documents. In connection with and as a condition precedent to Lender's obligations under this Agreement, Borrower and Guarantor (as applicable) shall deliver to Lender the following documents:

- (a) the First Amended Loan No. 2858 Note;
- (b) the First Amended Loan No. 2859 Note;
- (c) copies of updated rent rolls for each Property, certified to Lender as being true and correct;
- (d) most recently updated personal financing statements for each Guarantor, certified to Lender as being true and correct; and
- (b) such other documents as Lender may reasonably request in connection with this Agreement and in order to perfect or secure Lender's interest in

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the Mortgages and any other collateral provided under the Loan Documents.

2. **Maturity Date.** The Maturity Date of each of the Loans is extended to October 5, 2013. Any reference in any of the Notes, any of the Loan Agreements or any other Loan Document to the Maturity Date shall mean and refer to October 5, 2013.

3. **Principal and Interest.** Principal and interest shall be due and payable as set forth in each of the Notes, respectively. The foregoing notwithstanding, interest shall accrue on the outstanding principal balance of each of the Loans at a fixed rate equal to Four and 30/100 percent (4.30%) per annum, as further described in each of the Notes.

4. **Cross-Collateralization/Cross Default.** Borrower and Lender hereby agree that (i) the Loans (and all security therefor, including, without limitation, the Property) are cross-collateralized and (ii) an Event of Default under any one or more of the Loan Documents shall be and constitute an Event of Default under each of the Loan Documents, in which case, Lender may, in its sole and absolute discretion, elect to accelerate the Loans, or any one or more of them, and all other indebtedness owing by Borrower to Lender, and elect to enforce such remedies as are available to Lender under the terms of the Loan Documents, this Agreement, at law or in equity or otherwise. Any delay or failure by Lender to exercise its rights under this Section 4 shall not be considered a waiver of such right, any default or any other remedy available to Lender.

5. **Representations and Warranties of Borrower.** Borrower and each Guarantor hereby represent, covenant and warrant to Lender as follows:

(a) The representations and warranties in the Loan Agreements, the Mortgages and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in each of the Mortgages) under any of the Notes, any of the Mortgages or the other Loan Documents and 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 any of the Notes, any of the Mortgages or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantors or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

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(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

(g) As of the date of this Agreement, the Borrower and each Guarantor is and, during the term of this Agreement shall remain, in full compliance with all the applicable laws and regulations of the United States of America that prohibit, regulate or restrict financial transactions, including but not limited to, conducting any activity or failing to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the Money Laundering Control Act, 18 U.S.C. 1956, 1957, or the Bank Secrecy Act, 31 U.S.C. 5311 *et seq.* and any amendments or successors thereto and any applicable regulations promulgated thereunder.

(h) The Borrower and each Guarantor represent and warrant that: (a) neither it, he, nor she, nor any of their owners, or any officer, director or employee, is named as a "Specially Designated National and Blocked Person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control or as a person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; (b) it is not owned or controlled, directly or indirectly, by the government of any country that is subject to a United States Embargo; and (c) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

(i) The Borrower and each Guarantor acknowledge that it/he/she understands and has been advised by its own legal counsel on the requirements of the applicable laws referred to above, including the Money Laundering Control Act, 18 U.S.C. 1956, 1957, the Bank Secrecy Act, 31 U.S.C. 5311 *et seq.*, the applicable regulations promulgated thereunder, and the Foreign Assets Control Regulations, 31 C.F.R. Section 500 *et seq.*

(j) Neither the Borrower, any Guarantor, nor any of its respective affiliates is an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act (50 U.S.C. App. §§ 1 *et seq.*), as amended. Neither the Borrower nor any of its respective Affiliates is in violation of, nor will the use of the Loan violate, the Trading with the Enemy Act, as amended, or any executive orders, proclamations or regulations issued pursuant thereto, including, without limitation, regulations administered by the Office of Foreign Asset Control of the Department of the Treasury (31 C.F.R. Subtitle B, Chapter V).

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(k) Lender hereby notifies Borrower that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (the "Patriot Act"), Lender is required to obtain, verify and record information that identifies Borrower. Borrower agrees to provide to Lender promptly upon Lender's request, such information as Lender shall require for purposes of complying with the requirements of the Patriot Act, the federal regulations issued pursuant to the Patriot Act and any customer identification program established by Lender in accordance therewith.

6. **Reaffirmation of Guaranty.** Each undersigned Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of each Guarantor in the Guaranty are, as of the date hereof, true and correct and none of the Guarantors knows of any default thereunder. The Guaranty continues to be the valid and binding obligation of each Guarantor, enforceable in accordance with its terms and no Guarantor has any claims or defenses to the enforcement of the rights and remedies of Lender thereunder. In addition, each Guarantor hereby expressly and unconditionally waives, releases, and discharges any and all rights or claims under the Illinois Sureties Act, 740 ILCS 155/0.01 et. seq. ("Illinois Sureties Act"), and further acknowledges and agrees that Lender has no duty or obligation to any Guarantor under the Illinois Sureties Act. Each undersigned Guarantor acknowledges and agrees that the failure of any other Guarantor to execute this Agreement (or any of the other Loan Documents) shall not affect, diminish, impinge, amend or alter the Guaranty and such Guaranty shall continue to be the valid and binding obligation of each Guarantor, enforceable in accordance with its terms and no Guarantor has any claims or defenses to the enforcement of the rights and remedies of Lender thereunder by virtue of the failure of any Guarantor to execute this Agreement.

7. **No Release.** Borrower hereby ratifies and affirms its respective obligations and liabilities under the Notes and all of the other Loan Documents. All of the representations and warranties of Borrower under the Notes and all of the other Loan Documents, as of the date hereof, are true and correct, and are hereby deemed remade as of the date hereof. Other than as previously disclosed to Lender as of the date hereof, Borrower is not aware of any default under any of the Notes or any of the other Loan Documents. The Notes and all of the other Loan Documents continue to be the valid and binding obligations of Borrower, enforceable in accordance with their terms and Borrower has no claim or defense to the enforcement of the rights and remedies of Lender thereunder.

8. **Right of Setoff.** In addition to any rights and remedies of the Lender provided by law, upon the occurrence and during the continuance of any Event of Default under this Agreement or any Loan Document, the Lender is authorized, at any time, to set off and apply any and all Deposits (as hereinafter defined) of Borrower held by the Lender against any and all liabilities owing to the Lender. The set-off may be made irrespective of whether or not the Lender shall have made demand under this Agreement or any Loan Document or any guaranty. The set-off may be made without prior notice to Borrower or any other party, any such notice being waived by Borrower to the fullest extent permitted by law. The Lender agrees promptly to notify Borrower after any such set-off and application; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application. For the purposes of this paragraph, "Deposits" means any deposits (general or special, time or demand, provisional or

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final, individual or joint) and any instruments owned by Borrower which come into the possession or custody or under the control of the Lender.

9. **Confession of Judgment.** Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of any of the Notes and all liabilities due to Lender as defined above, as evidenced by an affidavit signed by any officer of Lender setting forth the amount then due, attorney fees, plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of any of the Notes and/or this Agreement, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on any of the Loans have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower may have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

10. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Greater Illinois Title Company to issue an endorsement to Lender's title insurance policy file number 40005823 (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the respective priority of the liens of the Mortgages, 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 Lender.

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

12. **Release of Claims Against Lender.** Borrower and each Guarantor hereby relinquish and waive all claims, demands, or other causes of action against Lender, its parent, and its affiliates and their respective employees, officers, directors, shareholders, agents, successors and assigns, whether in contract, tort or otherwise, heretofore or now existing, of every type, kind, nature, description or character, including, without limitation, any so-called "lender liability" claims, and irrespective of how, why or by reason of what facts which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of, are connected with or in any way relate to the relationship arising out of the loans herein described prior to the date hereof. Borrower and each Guarantor acknowledge that factual matters now unknown to them may have given rise to claims which are presently unknown, unanticipated and unsuspected and that the foregoing waiver has been negotiated and agreed upon in light of that acknowledgment.

13. **Trustee Exculpation** This Agreement is executed by Mortgagor, not personally but solely as Mortgagor as aforesaid, in the exercise of the power and authority conferred upon and

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vested in it as such Mortgagor, and it is expressly understood and agreed that nothing in this Agreement shall be construed as creating any liability on such Mortgagor personally to perform any express or implied covenant, condition or obligation under this Agreement, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Agreement. Notwithstanding the foregoing, the Lender shall not be precluded from: (a) recovering any condemnation awards or insurance proceeds attributable to the Property; (b) recovering any tenant security deposits, advance or pre-paid rents; or (c) enforcing the personal liability of Borrower or any Guarantor as co-makers of this Agreement, of the payment of this Agreement and performance of the Loan Documents.

14. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantors and Lender each acknowledge and waive 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 thereby to be legally bound by the terms and provisions thereof of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto 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.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venture or partner of or in any way associated with Borrower or any Guarantor nor shall privity of contract be presumed to have been established with any third party.

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

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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(f) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to each respective Note, each respective Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

[SIGNATURE PAGE FOLLOWS]

TRUSTEE'S EXCULPATION

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

FirstMerit Bank, N.A., a national banking association, as successor in interest to the Federal Deposit Insurance Corporation, as receiver for Midwest Bank and Trust Company, an Illinois banking corporation

By: *Dan Stokes*
Dan Stokes, Senior Vice President

BORROWER:

North Shore Holdings, Ltd., an Illinois corporation

By: *[Signature]*
Kenneth M. Lebovie, President

MORTGAGOR:

Chicago Title Land Trust Company, Successor Trustee To LaSalle Bank National Association, Trust #130966, Dated March 10, 2003

By: *[Signature]*
Name: LIDIA MARINCA
Title: TRUST OFFICER



GUARANTORS:

[Signature]
Christopher A. Manousselis, individually

[Signature]
Kenneth M. Lebovie, individually

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STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

I Shawneese Carson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dan Stokes, Senior Vice President of FirstMerit Bank, N.A., is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of April, 2013.

Shawneese Carson
Notary Public

My Commission Expires: Nov. 15, 2015



STATE OF ILLINOIS)
).ss
COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth M. Lebovic is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

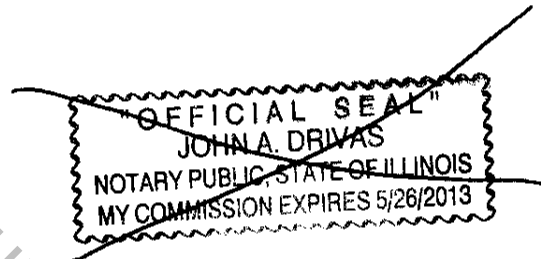
I John A. Drivas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dan Stokes, Senior Vice President of FirstMerit Bank, N.A., is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of March, 2013.

[Signature]
Notary Public

My Commission Expires: 5/26/13

STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

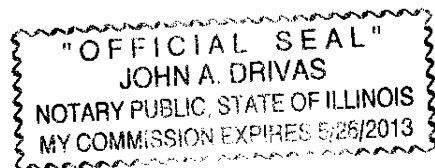


I John A. Drivas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth M. Lebovic is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of March, 2013.

[Signature]
Notary Public

My Commission Expires: 5/26/13



UNOFFICIAL COPY

STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

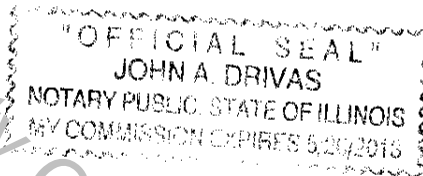
I John A. Drivas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher A. Manousselis is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of March, 2013.

John A. Drivas
Notary Public

My Commission Expires: 5/26/13

STATE OF ILLINOIS)
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COUNTY OF COOK)

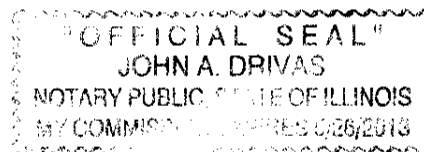


I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LIDIA MARINCA the TRUST OFFICER of Chicago Title Land Trust Company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of March, 2013.

Karen M. Finn
Notary Public

My Commission Expires 05/02/16
"OFFICIAL SEAL"
KAREN M. FINN
Notary Public, State of Illinois



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EXHIBIT A

"3611 Ridge Road Property"

LOT 17 IN DOLTON AND LANGE'S SUBDIVISION OF LANDS IN THE NORTHWEST CORNER OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBER: 30-32-403-003-0000

COMMON ADDRESS: 3611 Ridge Road, Lansing, Illinois 60438

"Cottage Grove Property"

LOTS 36, 37, 38, 39, 40, 41 AND 42 (EXCEPT THAT PART OF SAID LOTS LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 35, HEREINAFTER DESCRIBED) IN BLOCK 3 IN ASHTON'S SUBDIVISION OF THE WEST 30 ACRES OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBERS: 20-35-309-007-0000 AND 20-35-309-048-0000

COMMON ADDRESS: 8515 S. Cottage Grove Avenue, Chicago, Illinois 60619

"3627 Ridge Road Property"

LOTS 13 AND 14 IN DOLTON AND LANGE'S SUBDIVISION OF LANDS IN THE NORTHWEST CORNER OF THE SOUTH EAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBERS: 30-32-403-006-0000 AND 30-32-403-007-0000

COMMON ADDRESS: 3627 Ridge Road, Lansing, Illinois 60438

"3621 Ridge Road Property"

LOT 15 IN DOLTON AND LANGE'S SUBDIVISION OF LANDS IN THE NORTHWEST CORNER OF THE SOUTHEAST FRACTIONAL QUARTER (1/4) OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBER: 30-32-403-005-0000

COMMON ADDRESS: 3621 Ridge Road, Lansing, Illinois 60438

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EXHIBIT B

"3601 Ridge Property"

LOT 18 AND LOT 19 EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 19 AND RUNNING THENCE ON AN ASSUMED BEARING OF SOUTH 80 DEGREES 34 MINUTES 02 SECONDS EAST ON THE NORTHEASTERLY LINE THEREOF 10.00 FEET; THENCE SOUTH 49 DEGREES 45 MINUTES 36 SECONDS WEST 12.94 FEET TO A POINT ON THE WEST LINE OF SAID LOT 19 DISTANT 10.00 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 05 MINUTES 14 SECONDS EAST ON SAID WEST LINE 10.00 FEET TO THE POINT OF BEGINNING, IN DOLTON AND LANGE'S SUBDIVISION OF LANDS IN THE NORTHWEST CORNER OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBERS: 30-32-403-038-0000
30-32-403-041-0000
30-32-403-042-0000

COMMON ADDRESS: 3601 Ridge, Lansing, Illinois 60438