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THIS DOCUMENT PREPARED BY:



Mr. Cary K. Kabumoto, Esq.
5204 N. Christiana Avenue
Chicago, Illinois 60625

Doc#: 1625319131 Fee: \$80.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/09/2016 11:38 AM Pg: 1 of 22

AFTER RECORDING MAIL TO:

Mr. Martin F. Babbo, Sr. Vice President
The Northern Trust Company
50 South LaSalle Street
Chicago, Illinois 60603

FIRST AMENDMENT TO COMMERCIAL MORTGAGE

This Indenture, made this 31st day of August, 2016 by and between **THE NORTHERN TRUST COMPANY**, an Illinois Banking Corporation, 50 South LaSalle Street, Chicago, Illinois 60603, the owner of the mortgage hereinafter described, and **SOUTHPORT AVENUE PROPERTIES, LLC SERIES (151) - 3846-58 N. SOUTHPORT, CHICAGO, ILLINOIS, AN ILLINOIS DESIGNATED SERIES OF A DELAWARE LIMITED LIABILITY COMPANY**, representing itself to be the owner of the real estate and the Mortgagor under the Commercial Mortgage hereinafter described ("Owner"),

WITNESSETH:

1. The parties hereby agree to amend the Term Note of **SOUTHPORT AVENUE PROPERTIES, LLC SERIES (151) - 3846-58 N. SOUTHPORT, CHICAGO, ILLINOIS, AN ILLINOIS DESIGNATED SERIES OF A DELAWARE LIMITED LIABILITY COMPANY**, secured by a mortgage recorded June 9, 2016, in the office of the Recorder of Cook County, Illinois, as document number 1616144019 conveying to **THE NORTHERN TRUST COMPANY**, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

LOT 8 AND THE EAST 15 FEET OF LOT 7 IN BLOCK 4 IN LAKE VIEW HIGH SCHOOL SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 3846-3858 N. Southport Avenue, Chicago, Illinois 60613

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**PINs: 14-20-107-037-1001; 14-20-107-037-1002; 14-20-107-037-1003; 14-20-107-037-1004;
14-20-107-037-1005; 14-20-107-037-1006; 14-20-107-037-1007; 14-20-107-037-1008;
14-20-107-037-1009; 14-20-107-037-1010; 14-20-107-037-1011; 14-20-107-037-1012;
14-20-107-037-1013; 14-20-107-037-1014; 14-20-107-037-1015; 14-20-107-037-1016;
14-20-107-037-1017; and 14-20-107-037-1018**

2. The New Principal sum of the Note shall be **Two Million Seven Hundred Ninety Thousand United States Dollars (\$2,790,000.00)** beginning on August 31, 2016.

3. The New Fixed Monthly Principal payment commencing on the 25th payment shall be \$4,274.00.

4. The indebtedness shall be due and payable on May 31, 2021 as provided in the Term Note, as amended, a copy of which is attached hereto as Exhibit A.

5. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as provided in the Term Note or notes, or if default in the performance of any other covenant of the Owner shall continue after written notice thereof, the entire principal sum secured by said mortgage, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become due and payable, in the same manner as if said amendment had not been granted.

6. This First Amendment to Commercial Mortgage is supplementary to said mortgage. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

(signature page to follow)

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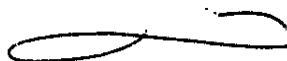
IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

**SOUTHPORT AVENUE PROPERTIES, LLC
SERIES (151) - 3846-58 N. SOUTHPORT,
CHICAGO, ILLINOIS, AN ILLINOIS
DESIGNATED SERIES OF A DELAWARE
LIMITED LIABILITY COMPANY**

**BY: ICM PROPERTIES, INC., AN ILLINOIS
CORPORATION**

ITS: MANAGER

BY: _____



ADAM P. WINICK

ITS: VICE PRESIDENT

Address for Notices:

1438 W. Belmont Ave.
Chicago, Illinois 60657

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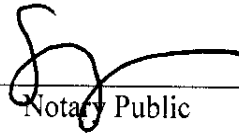
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **ADAM P. WINICK, personally known to me to be the Vice President of ICM Properties, Inc., an Illinois corporation,** and personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act of said corporation, and as the sole manager of the **SOUTHPORT AVENUE PROPERTIES, LLC SERIES (151) - 3846-58 N. SOUTHPORT, CHICAGO, ILLINOIS, AN ILLINOIS DESIGNATED SERIES OF A DELAWARE LIMITED LIABILITY COMPANY,** for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of August, 2016.

SEAL

My Commission Expires:



Notary Public



UNOFFICIAL COPY**EXHIBIT****A**

\$4,275,000.00

Dated as of May 31, 2016

TERM NOTE

This Note (as modified from time to time, the "Note") has been executed by **Southport Avenue Properties, LLC Series (151) - 3846-58 N. Southport, Chicago, Illinois, an Illinois Designated Series of a Delaware limited liability company**, ("Borrower"), with Borrower's principal office at 1438 West Belmont Avenue, Chicago, Illinois 60657. If more than one party executes this Note, "Borrower" refers to each of them individually and some or all of them collectively, and their obligations hereunder shall be joint and several. If any party comprising "Borrower" is a trustee(s), "Trust Agreement" means the governing trust agreement and/or instruments governing the trust, as modified from time to time, and all related documents and instruments, and "Borrower" also refers to the trustee(s) in its capacity as such and the trust individually and collectively. Various capitalized terms have the meanings set forth in the Section entitled "DEFINITIONS."

1. MULTIPLE COMBINED PRINCIPAL AND INTEREST PAYMENTS.

(a) FOR VALUE RECEIVED, Borrower promises to pay to the order of **THE NORTHERN TRUST COMPANY**, an Illinois banking corporation (hereafter, together with any subsequent holder hereof, called "Lender"), at its banking office at 50 South LaSalle Street, Chicago, Illinois 60603, or at such other place as Lender may direct, the principal sum of **Four Million Two Hundred Seventy Five Thousand United States Dollars (\$4,275,000.00)** (the "Loan"), payable in 59 consecutive monthly installment(s) with the first payment due on **June 30, 2016** and the 60th final payment of the entire unpaid balance and all accrued interest being due and payable on **May 31, 2021** (the "Scheduled Maturity Date"). Each payment of interest or principal and interest shall be due on the 31st day of each month of each year, except for any month with fewer than thirty-one (31) days when the payment shall be due on the last day of that month, and will be applied to interest and charges before principal. The first twenty four (24) monthly payments shall consist of interest only and be in an amount of which the Lender shall notify the undersigned. Commencing on the twenty-fifth (25th) payment through the fifty-ninth (59th) monthly payment, each such installment shall consist of a principal payment of \$6,846.00 PLUS interest and be in an amount of which the Lender shall notify the undersigned. The amount of each installment shall change upon any change in the interest rate, and, therefore, may be different during each period. Notwithstanding any other provision hereof, there shall be only one advance of principal by Lender hereunder. After maturity, whether by acceleration or otherwise, both interest and principal shall be payable on demand, and Borrower agrees to pay interest at a higher rate as set forth below.

(b) Lender has no obligation to refinance this Note.

(c) Without limiting any other rights of Lender under this Note or any Related Document, Lender shall have no obligation to make the Loan:

(i) if an Event of Default or Unmatured Event of Default has occurred and is continuing, or would be caused by or exist after the making of the Loan; and

(ii) until Borrower has furnished to Lender all Related Documents and such certified copies of Constituent Documents, resolutions, legal opinions, and other

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documents, all as Lender may request and in such form as Lender may request. Borrower agrees to furnish all such items to Lender prior to the making of the Loan. Any failure by Lender to require all such items as a precondition to the making of the Loan shall not be construed as a waiver of such requirements.

(d) intentionally deleted

2. DEFINITIONS.

(a) As used in this Note the following terms shall have the indicated meanings:

"Anti-Terrorism Law" means any law relating to terrorism or money-laundering, including Executive Order No. 13224 and the USA Patriot Act.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

"Constituent Documents" means the articles or certificate of incorporation, by-laws, partnership agreement, certificate of limited partnership, limited liability company operating agreement, limited liability company articles of organization or certificate of formation, trust agreement, and all other documents and instruments pertaining to the formation and ongoing existence of any person or entity which is not a natural person.

"Credit Support Party" means any person or any persons severally, who now or hereafter guarantees payment or collection of all or any part of this Note or provides any collateral for this Note.

"Dollar" and "\$" means lawful money of the United States of America, unless otherwise specified.

"Event of Default"—see Section entitled "EVENTS OF DEFAULT."

"Executive Order No. 13224" means Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001.

"Lender Affiliate" means Northern Trust Corporation or any direct or indirect subsidiary of Northern Trust Corporation (other than Lender itself).

The term "margin stock" shall have the same meaning herein as in Federal Reserve Board Regulation U, or any successor regulation, as and if modified from time to time. The verbs "purchase" and "carry" when used with respect to margin stock shall have the same meaning as in such Regulation or successor and applicable authorities thereunder.

The term "person" means any individual, corporation, company, limited liability company, voluntary association, partnership, trust, estate, unincorporated organization, other entity, or government (or any agency, instrumentality, or political subdivision thereof).

"Prohibited Person" means: (i) a person that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (iii) a person with whom Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a person who commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; (v) a person that is named as a "specially designated national and blocked person" on the most current list

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published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or at any other official publication of such list; and (vi) a person who is affiliated with a person described in clauses (i) – (v) above.

“Related Document(s)” means this Note as well as any note, agreement, guaranty, Swap Agreement, or other document or instrument previously, now or hereafter delivered to Lender in connection with this Note.

“Related Party(ies)” means any Credit Support Party, any Subsidiary, and, in addition: (i) as to any Borrower which is a natural person, trusts for the benefit of Borrower; and (ii) as to any Borrower which is not a natural person, to the extent applicable, any general or limited partner, controlling shareholder, joint venturer, member or manager, of Borrower.

“Subsidiary” means any corporation, partnership, limited liability company, joint venture, trust, or other legal entity of which Borrower owns directly or indirectly 50% or more of the outstanding voting stock or interest, or of which Borrower has effective control, by contract or otherwise.

“Swap Agreement” means any agreement, document or instrument executed or delivered by Borrower or any Credit Support Party pertaining to any Swap Obligation.

“Swap Obligation” means, with respect to Borrower or any Credit Support Party, any obligation to pay or perform under any agreement, contract, or transaction that constitutes a “swap” within the meaning of section 1(a)(47) of the Commodity Exchange Act, as amended from time to time, if entered into with Lender or any Lender Affiliate.

“Unmatured Event of Default” means any event or condition that would become an Event of Default with notice or the passage of time or both.

“USA Patriot Act” means the “Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001” (Public Law 107-56, signed into law on October 26, 2001), as amended from time to time.

(b) As used in this Note, unless otherwise specified: the term “including” means “including without limitation;” the term “days” means “calendar days;” and terms such as “herein,” “hereof” and words of similar import refer to this Note as a whole. Unless otherwise defined herein or the context requires otherwise, all terms (including those not capitalized) that are defined in the Uniform Commercial Code of Illinois shall have the same meanings herein as in such Code, as such Code may be amended from time to time (the “UCC”); however, no amendment to the UCC after the date hereof shall limit any rights of Lender hereunder or in connection herewith. Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the others. Captions herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof; references herein to sections or provisions without reference to the document in which they are contained are references to this Note.

3. INTEREST; PAYMENTS & PREPAYMENTS.

3. INTEREST; PAYMENTS & PREPAYMENTS.

(a) Borrower agrees to pay interest on the unpaid principal amount from time to time outstanding hereunder at a rate per year equal to the “LIBOR-Based Rate,” which shall be

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equal to the greater of (i) two percent (2.00%) or (ii) the sum of Auto Reprice LIBOR plus the Rate Margin. For purposes hereof:

"Auto Reprice LIBOR" means that periodically fixed rate of interest for deposits with maturity periods of thirty (30) day in United States dollars offered to Lender in or through the London interbank market, as determined by Lender in accord with its customary practices based on information supplied directly or indirectly by a LIBOR Publisher (subject to such adjustments or corrections as Lender determines are appropriate, and provided that if such rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Note), for or as of the borrowing, maintenance or conversion date requested by Borrower or applicable hereunder, divided by one minus any applicable reserve requirement (expressed as a decimal) on Eurodollar deposits of the same amount and maturity as determined by Lender in its discretion. As to days which are not LIBOR Banking Days, Lender will determine and apply a rate in accord with its customary practices based on information supplied directly or indirectly as of a recent or subsequent date by a LIBOR Publisher (provided that if any such supplied rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Note), subject to such adjustments or corrections as Lender determines are appropriate.

"Rate Margin" means two percent (2.00%).

The maturity periods referred to in the definition of Auto Reprice LIBOR are referred to as "Interest Period(s)". The last day of any Interest Period is referred to as an "Interim Maturity Date." "LIBOR Publisher" means ICE Benchmark Administration Limited or another source selected by Lender and believed by Lender to be widely used by commercial lenders to determine the London Interbank Offered Rate; and "LIBOR Banking Day" means a day for which a LIBOR Publisher publishes rates for deposits in dollars in London corresponding to Interest Periods. If an Interest Period would otherwise end on a day for which there is no numerically corresponding day in the last month of the Interest Period, the Interest Period will end on the last day of such month. Interest Periods may not extend beyond the Scheduled Maturity Date unless Lender consents otherwise. The definitions above and the application thereof are subject to adjustment as provided in subsection (j) of this Section below.

- (b) Notwithstanding the foregoing, if an Event of Default has occurred and is continuing, Borrower agrees to pay interest on the Loans at a rate equal to two percent (2%) per year in addition to the rate otherwise applicable under this Note.
- (c) If Borrower wishes to borrow a Loan, it shall, not less than three LIBOR Banking Days prior to the LIBOR Banking Day on which such is to take effect, give Lender written or telephonic notice thereof, which shall be irrevocable.
- (d) Upon the expiration of each Interest Period, the remaining outstanding principal amount of each Loan shall accrue interest for a (each) succeeding Interest Period at the then-applicable Auto LIBOR-Based Rate, as determined by Lender effective as of the first day of each such succeeding Interest Period, in each case without consent of or notice to Borrower, on a rolling, continuing basis. Borrower understands that at any one time there may be more than one Interest Period and as such more than one Auto LIBOR-Based Rate outstanding and applicable hereunder.
- (e) Borrower agrees to pay accrued interest monthly on the last day of each month, beginning with the first of such dates to occur after the date of the first Loan, at maturity of

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this Note, and upon payment in full, whichever is earlier or more frequent. After maturity, whether by acceleration or otherwise, interest shall be payable upon demand.

(f) The maintenance of the Loans outstanding at the LIBOR-Based Rate shall be subject to the following additional terms and conditions:

(i) If Lender notifies Borrower that

(A) United States dollar deposits in the amount of a Loan for a maturity corresponding to any Interest Period are not available to Lender in or through the London interbank market, or

(B) reasonable means do not exist for Lender to determine Auto Reprice LIBOR for the amount requested, or

(C) rates obtained by Lender in or through the London interbank market do not adequately reflect Lender's own funding costs,

all as determined by Lender in its sole discretion, then Lender may substitute another rate based on an index chosen by Lender in its reasonable discretion and add the Rate Margin to that, and Borrower will pay interest at a rate per year equal to the sum of such rate plus the Rate Margin. The provisions of this Section (subsections (a) through (k) inclusive) shall apply to any such substituted total rate based on any such index as fully as if such total rate were the LIBOR-Based Rate.

(ii) If any treaty, statute, regulation, interpretation thereof, or any directive, guideline, or otherwise by a central bank or fiscal authority (whether or not having the force of law) shall either prohibit or extend the time at which any principal subject to the LIBOR-Based Rate, or corresponding deposits, may be purchased, maintained, or repaid, then Lender may substitute another index chosen by Lender in its reasonable discretion and add the Rate Margin to that, and Borrower will pay interest at a rate per year equal to the sum of such rate (index) plus the Rate Margin. The provisions of this Section (subsections (a) through (k) inclusive) shall apply to any such substituted total rate based on any such index, as fully as if such total rate were the LIBOR-Based Rate.

(iii) All payments of principal and interest shall be made net of any taxes, costs, fees, losses and expenses incurred or charged by Lender resulting from having principal outstanding hereunder at the LIBOR-Based Rate, including:

(A) Taxes (or the withholding of amounts for taxes) of any nature whatsoever including income, excise, and interest equalization taxes (other than income taxes imposed by the United States or any state thereof on the income of Lender), as well as all levies, imposts, duties, or fees whether now in existence or resulting from a change in, or promulgation of, any treaty, statute, regulation, interpretation thereof, or any directive, guideline, or otherwise, by a central bank or fiscal authority (whether or not having the force of law) or a change in the basis of, or time of payment of, such taxes and other amounts resulting therefrom;

(B) To the extent not included within the definition of Auto Reprice LIBOR, any reserve or special deposit requirements against assets or liabilities of, or deposits with or for the account of, Lender with respect to principal outstanding at Auto Reprice LIBOR (including those imposed under Regulation D of the Federal Reserve Board) or resulting from a change in, or the promulgation of, such requirements by treaty, statute, regulation, interpretation thereof, or any directive, guideline, or otherwise by a central bank or fiscal authority (whether or not having the force of law);

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(C) Any other costs resulting from compliance with treaties, statutes, regulations, interpretations, or any directives or guidelines, or otherwise by a central bank or fiscal authority (whether or not having the force of law);

(D) Any breakage fees and other losses and expenses (including interest rate margin and any other losses of anticipated profits, and any minimum breakage fee charged by Lender from time to time) incurred or charged by Lender by reason of the liquidation or re-employment of deposits or other funds acquired by Lender to make the Loans or maintain principal outstanding at the LIBOR-Based Rate:

(1) As the result of a voluntary prepayment at a date other than the applicable Interim Maturity Date; or

(2) As the result of Borrower's failure to borrow a Loan after having notified Lender of Borrower's wish to do so; or

(3) As the result of a mandatory repayment at a date other than the applicable Interim Maturity Date as a result of: (x) exceeding any applicable borrowing base, such as being out of compliance with any "Minimum Liquidity Balance" requirement in any Related Document; (y) the occurrence of an Event of Default and the acceleration of any portion of the indebtedness hereunder; or (z) the Scheduled Maturity Date occurring prior to the then-current Interim Maturity Date; or

(4) As the result of a prohibition on making, maintaining, or repaying principal outstanding at the LIBOR-Based Rate.

If Lender incurs or charges any such taxes, costs, fees, losses and expenses, Borrower, upon demand in writing specifying the amounts thereof, shall promptly pay them; save for manifest error Lender's specification shall be presumptively deemed correct. The Loans shall be conclusively deemed to have been funded by or on behalf of Lender in the London interbank market by the purchase of U.S. Dollar deposits or other funds corresponding in amount and maturity to the amounts and Interest Periods applicable to the Loans or portions thereof.

(g) Any prepayment of an amount bearing interest at the LIBOR-Based Rate at a date other than the applicable Interim Maturity Date shall be subject to the provisions of subsection (f) of this Section.

(h) Interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days, including the date a Loan is made and excluding the date a Loan or any portion thereof is paid or prepaid. Calculating interest on the basis of a year other than a calendar year may result in a higher effective interest rate than any numeric rate stated in or determined pursuant to this Note.

(i) Lender is hereby authorized by Borrower at any time and from time to time at Lender's sole option to attach a schedule (grid) to this Note and to endorse thereon notations with respect to each Loan specifying the date and principal amount thereof, the applicable interest rates, the date and amount of each payment of principal and interest made by Borrower with respect to such Loan, and other relevant details. Lender's endorsements as well as its records relating to Loans shall be rebuttably presumptive evidence of the outstanding principal, interest and other relevant details, and, in the event of inconsistency, shall prevail over any records of Borrower and any written confirmations of Loans given by Borrower.

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(j) Notwithstanding the foregoing or any other provision hereof or of any Related Document, in no event shall the interest rate under this Note exceed the maximum interest rate allowed under applicable law.

(k) If at any time(s) Borrower and Lender enter into any Swap Agreement pertaining to this Note, then Lender in its reasonable discretion may adjust, to coordinate with its and/or industry practices pursuant to the Swap Agreement, any or all of: (i) the capitalized terms defined in this Section, and the determination and application thereof; and (ii) interest payment dates. In such circumstances the remainder of this Section and this Note shall continue to apply without change. Borrower confirms that its obligations under any Swap Agreement are in addition to and not in contravention of its obligations under this Note. Any full or partial repayment or prepayment of this Note shall not in and of itself relieve Borrower from its obligations under any Swap Agreement.

4. **CROSS-REFERENCES.**

(a) This Note is secured without limitation as provided in the following and all related documents, in each case as amended, restated or replaced from time to time:

Mortgage dated as of 14th 31, 2016 on real property all or part of which is commonly known as 3846-3858 N. Southport Avenue, in the City of Chicago, Cook County, Illinois.

(b) Payment of this Note has been unconditionally guaranteed by Adrian H. Winick and the Adrian Winick Declaration of Trust Dated August 3, 2001.

5. **USE OF PROCEEDS.** Borrower represents and warrants that the proceeds of this Note will be used solely for business purposes, and not for personal, family or household use, within the meaning of Federal Truth-in-Lending and similar state laws and regulations.

6. **REPRESENTATIONS AND WARRANTIES.**

(a) Borrower represents and warrants to, and agrees in favor of, Lender that:

(i) (A) If Borrower is an organization (including a trust that is a registered organization), then Borrower is an entity of the type, and is organized under the laws of the jurisdiction, specified in the preamble hereto. Borrower's name as shown in the preamble hereto is the full exact name that appears in Borrower's organizational documents. If Borrower is a registered organization, Borrower's name as shown in the preamble hereto is as shown on the public organic record most recently filed with or issued or enacted by Borrower's jurisdiction of organization which purports to state, amend, or restate Borrower's name. If Borrower is an organization but not a registered organization, if it has only one place of business that place of business is at Borrower's address indicated in the preamble hereto, but if it has more than one place of business, its chief executive office is at such address.

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(B) If Borrower is a trust which is not itself a registered organization, then: (1) if the Trust Agreement specifies a name for the trust, Borrower's name as shown in the preamble hereto is the name so specified; (2) Borrower has provided the name of its settlor(s) or testator(s) to Lender; and (3) if Borrower has only one place of business, that place of business is at Borrower's address indicated in the preamble hereto, but if it has more than one place of business, its chief executive office is at such address.

(C) If Borrower is a natural person, then:

(1) Borrower's principal residence is located at the address shown in the preamble hereto; and

(2) i. if Borrower has a driver's license or alternative identification that has not expired and that was issued by the state of Borrower's principal residence, Borrower's name shown in the preamble hereto is exactly the same as shown on that driver's license or alternative identification card; or

ii. If Borrower does not have a driver's license or alternative identification card that has not expired and that was issued by the state of Borrower's principal residence then: (x) Borrower's first given name and surname are as shown in the preamble hereto; and (y) if Borrower obtains a driver's license or alternative identification card from the state of Borrower's principal residence, then Borrower shall, within thirty (30) days of the issuance of such driver's license or alternative identification card, provide Lender with a true and accurate copy of such driver's license or alternative identification card, showing Borrower's name and address, the state of issuance and the expiration date thereof; and

(3) in any event, Borrower shall provide Lender notice within thirty (30) days of the happening of each of the following events:

i. Borrower's principal residence has changed;

ii. the name of Borrower on Borrower's driver's license or alternative identification card has changed in any manner, no matter how small;

iii. Borrower's driver's license or alternative identification has been surrendered, suspended, changed or terminated in any manner, no matter how small or for how short a time;

iv. Borrower's driver's license or alternative identification card has expired; or

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v. Borrower has changed his or her first given name or surname, whether as a result of marriage, divorce, legal proceeding or otherwise.

(D) The representations and warranties made by Borrower in (A)-(C) of this (i), as applicable, would have been accurate at all times during the five years and six months prior to the date hereof except as and if Borrower has specifically notified Lender in writing prior to Borrower's execution of this Note.

(ii) Borrower (if Borrower is not a natural person) and any Subsidiary are validly existing and in good standing under the laws of their state of organization or formation, and are duly qualified, in good standing and authorized to do business in each jurisdiction where failure to do so would reasonably be expected to have a material adverse impact on the assets, condition or prospects of Borrower.

(iii) The execution, delivery and performance of this Note and all Related Documents are within Borrower's powers and have been authorized by all necessary action required by law and (unless Borrower is a natural person) Borrower's Constituent Documents have received any and all necessary governmental approval; and do not and will not contravene or conflict with any provision of law, any Constituent Document or any agreement affecting Borrower or its property. This Note and all Related Documents are enforceable against Borrower and/or the applicable Related Parties in accord with their terms, except to the extent, if any, that such enforceability may be limited by equitable principles, whether applied in a court of law or equity, or by bankruptcy, insolvency and other laws affecting creditors' rights generally.

(iv) There has been no material adverse change in the business, financial condition, properties, assets, operations or prospects of Borrower or any Related Party since the date of the latest financial statements or other documentation provided by or on behalf of Borrower or any Related Party to Lender.

(v) Borrower has filed or caused to be filed all foreign, federal, state, and local tax returns that are required to be filed, and has paid or has caused to be paid all of its taxes, including any taxes shown on such returns or on any assessment received by it, to the extent that such taxes have become due.

(vi) The execution, delivery and performance of this Note and all Related Documents are in Borrower's best interest in its current and future operations and will materially benefit Borrower. Borrower has received adequate, fair and valuable consideration, and at least reasonably equivalent value, to enter into and perform this Note and all Related Documents. Borrower's assets at fair valuation exceed the sum of Borrower's debts. Borrower is able to pay its debts as they become due. Borrower does not have unreasonably small capital with which to conduct its business.

(vii) This sub-subsection applies if and only if "Borrower" consists of two or more persons. Each person comprising "Borrower" acknowledges that by acting together to borrow on a combined joint and several basis, each Borrower is able to and does obtain a larger amount of credit, better terms and conditions and at a lower cost of funds than would otherwise be available to each Borrower individually. Each

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Borrower acknowledges that it thereby receives fair, reasonable and equivalent value for the joint and several obligations undertaken under this Note. Each Borrower's obligations hereunder shall not be subject to any setoff, defense or counterclaim that is or would be available at law or in equity to a guarantor, surety or accommodation party, all of which setoffs, defenses or counterclaims each Borrower hereby expressly waives. Each party comprising Borrower shall be jointly and severally liable hereunder and under the Related Documents regardless of whether such Borrower has received the proceeds of any Loan or has benefited from any Loan.

(b) The request or application for the Loan shall be a representation and warranty by Borrower as of the date of such request or application that: (i) no Event of Default or Unmatured Event of Default has occurred and is continuing as of such date; and (ii) Borrower's representations and warranties herein and in any Related Document are true and correct as of such date as though made on such date.

7. **EVENTS OF DEFAULT.** Each of the following shall constitute an "Event of Default" thirty (30) days after the occurrence of any of the following:

(a) (i) failure to pay, when and as due, any principal, interest or other amounts payable hereunder or under any Related Document; (ii) failure to comply with or perform any agreement or covenant of Borrower or any Related Party contained herein or in any Related Document, which failure does not otherwise constitute an Event of Default, subject to any applicable notice, grace or cure period; or (iii) if Borrower or any Related Party is a natural person, failure to furnish or cause to be furnished to Lender when and as requested by Lender, but not more often than once every twelve months, fully completed personal financial statements of Borrower or such Related Party on Lender's then-standard form together with such supporting information pertaining to creditworthiness of Borrower or such Related Party as Lender may reasonably request; or

(b) any default, event of default, or similar event shall occur or continue under any Related Document, and shall continue beyond any applicable notice, grace or cure period set forth in such Related Document; or

(c) there shall occur any default or event of default, any similar event, any event that requires the prepayment of borrowed money or permits the acceleration of the maturity thereof, or any event or condition that might become any of the foregoing with notice or the passage of time or both, under the terms of any evidence of indebtedness or other agreement issued or assumed or entered into by Borrower or any Related Party, or under the terms of any document or instrument under which any such evidence of indebtedness or other agreement is issued, assumed, secured, or guaranteed, and such event shall continue beyond any applicable notice, grace or cure period; or

(d) any representation, warranty, certificate, financial statement, report, notice, or other writing furnished by or on behalf of Borrower or any Related Party to Lender is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified; or

(e) this Note or any Related Document, including any guaranty of or pledge of collateral security for this Note, shall be repudiated or shall become unenforceable or incapable of performance in accord with its terms; or

(f) Borrower or any Related Party (in each case if not a natural person) shall fail to maintain their existence in good standing in their state of organization or formation or shall fail to be duly qualified, in good standing and authorized to do business in each jurisdiction where failure to do so

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would reasonably be expected to have a material adverse impact on the assets, condition or prospects of Borrower or any Related Party; or

(g) Borrower or any Related Party shall die or any Guarantor shall die and no replacement guarantor is offered and acceptable to Lender, as determined by Lender's sole discretion, within sixty days of the date of death, be declared legally incompetent, dissolve, liquidate, merge, consolidate, or cease to be in existence for any reason; or, if Borrower is a partnership or joint venture, any general or limited partner or joint venturer of Borrower shall withdraw from Borrower, or any general partner shall become a limited partner; or the trust under the Trust Agreement shall terminate in whole or in part or be the subject of a distribution of other than income but, in the case of a distribution, only if such distribution would otherwise cause an Event of Default or Unmatured Event of Default to occur; or

(h) except for a successor trustee under the Trust Agreement, any person or entity presently not in control of a Borrower or Related Party which is not a natural person shall obtain control directly or indirectly of such a Borrower or Related Party, whether by purchase or gift of stock or assets, by contract, or otherwise; or

(i) any proceeding (judicial or administrative) shall be commenced against Borrower or any Related Party, or with respect to any of their assets, which would reasonably be expected to have a material and adverse effect on the ability of Borrower to repay this Note; or a judgment or settlement in an aggregate amount in excess of \$50,000.00 in excess of insurance coverage to which the insurer had confirmed coverage in writing shall be entered or agreed to in any such proceeding which would reasonably be expected to have a material and adverse effect on the ability of Borrower to repay this Note; or any garnishment, summons, writ of attachment, citation, levy or the like is issued against or served upon Lender for the attachment of any property of Borrower or any Related Party in Lender's possession or control; or

(j) Lender shall not have a perfected security interest in any collateral for this Note, of first-priority and enforceable in accord with the applicable Related Documents; or any notice of a federal tax lien against Borrower or any Related Party shall be filed with any public recorder; or

(k) there shall be any material loss or depreciation in the value of any collateral for this Note for any reason (except that the preceding part of this subsection shall not apply if Borrower and any Related Party are in compliance with any "Minimum Liquidity Balance" or other specific borrowing base or like requirement under all Related Documents); or Lender shall otherwise reasonably deem itself insecure; or, unless expressly permitted by this Note or the Related Documents, all or any part of any such collateral or any direct, indirect, legal, equitable or beneficial interest therein is assigned, transferred or sold without Lender's prior written consent; or

(l) any bankruptcy, insolvency, reorganization, arrangement, readjustment, liquidation, dissolution, or similar proceeding, domestic or foreign, is instituted by or against Borrower or any Related Party, and, if instituted against Borrower or any Related Party, shall not be dismissed or vacated within sixty (60) days after the filing or other institution thereof; or

(m) Borrower or any Related Party shall become insolvent, generally shall fail or be unable to pay its debts as they mature, shall admit in writing its inability to pay its debts as they mature, shall make a general assignment for the benefit of its creditors, shall enter into any composition or similar agreement, or shall suspend the transaction of all or a substantial portion of its usual business.

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8. DEFAULT REMEDIES.

(a) Upon the occurrence of any Event of Default specified in (a)-(k) of the Section entitled "EVENTS OF DEFAULT," Lender at its option may declare this Note (principal, interest and other amounts) immediately due and payable without notice or demand of any kind, **ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY BORROWER** (except as and if otherwise specifically set forth herein), whereupon the entire unpaid principal balance of this Note, all interest accrued thereon, and any other amounts payable hereunder shall thereupon at once mature and become due and payable. Upon the occurrence of any Event of Default specified in (l)-(m) of the Section entitled "EVENTS OF DEFAULT," this Note (principal, interest and other amounts) shall be immediately and automatically due and payable without notice, demand or other action of any kind, **ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY BORROWER**. Upon the occurrence of any Event of Default, Lender may exercise any rights and remedies under this Note or any Related Document (including any Related Document pertaining to collateral), and at law or in equity. The time of payment of this Note is also subject to acceleration if an Event of Default occurs.

(b) Lender may, by written notice to Borrower, at any time and from time to time, waive any Event of Default or Unmatured Event of Default which shall be for such period and subject to such conditions as shall be specified in any such notice. In the case of any such waiver, Lender and Borrower shall be restored to their former position and rights hereunder, and any Event of Default or Unmatured Event of Default so waived shall be deemed to be cured and not continuing; but no such waiver shall extend to or impair any subsequent or other Event of Default or Unmatured Event of Default. No failure to exercise, and any delay in exercising, on the part of Lender of any right, power or privilege hereunder shall preclude any further or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of Lender herein provided are cumulative and not exclusive of any rights or remedies provided by law.

(c) Except as and if otherwise specifically set forth herein, Borrower irrevocably waives presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration, demand, diligence, grace, notice of dishonor or default, notice of nonpayment, notice of acceptance, notice of any loans made, extensions granted or other action taken in reliance hereon, and all other demands and notices of any kind in connection with this Note.

9. **NO INTEREST OVER LEGAL RATE.** It is the intent of Lender and Borrower in the execution of this Note and all other instruments now or hereafter securing this Note to contract in strict compliance with applicable usury law. In furtherance thereof, Lender and Borrower stipulate and agree that none of the terms and provisions contained in this Note, or in any other instrument executed in connection herewith, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law; that neither the undersigned nor any guarantors, endorsers or other parties now or hereafter becoming liable for payment of this Note shall ever be obligated or required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under applicable law; and that the provisions of this paragraph shall control over all other provisions of this Note and any other instruments now or hereafter executed in connection herewith which may be in apparent conflict herewith. The holder of this Note expressly disavows any intention to charge or collect excessive unearned interest or finance charges in the event the maturity of this Note is accelerated. If the maturity of this Note shall be accelerated for any reason or if the principal of this Note is paid prior to the end of the term of this Note, and as a result thereof the interest received for the actual period of existence of the Loan evidenced by this Note exceeds the applicable maximum lawful rate, the holder of this Note shall, at its option, either refund to the undersigned the amount of such excess or credit the amount of such excess against the principal balance of this Note then outstanding and thereby shall render inapplicable any and all penalties of any kind provided by applicable law as a result of such excess

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interest. In the event that Lender or any other holder of this Note shall contract for, charge or receive any amount or amounts and/or any other thing of value which are determined to constitute interest which would increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by applicable law, an amount equal to interest in excess of the lawful rate shall, upon such determination, at the option of the holder of this Note, be either immediately returned to the undersigned or credited against the principal balance of this Note then outstanding, in which event any and all penalties of any kind under applicable law as a result of such excess interest shall be inapplicable. By execution of this Note Borrower acknowledges that it believes the Loan evidenced by this Note to be non-usurious and agrees that if, at any time, Borrower should have reason to believe that the Loan is in fact usurious, it will give the holder of this Note notice of such condition, and the undersigned agrees that said holder shall have ninety (90) days in which to make appropriate refund or other adjustment in order to correct such condition if in fact such exists. The term "applicable law" as used in this Note shall mean the laws of the State of Illinois or the laws of the United States, whichever laws allow the greater rate of interest, as such laws now exist or may be changed or amended or come into effect in the future.

10. **PAYMENTS, ETC.** All payments hereunder shall be made in immediately available funds, and shall be applied first to accrued interest and then to principal; however, if an Event of Default occurs, Lender may, in its sole discretion, and in such order as it may choose, apply any payment to interest, principal and/or lawful charges and expenses then accrued. Borrower shall receive immediate credit on payments received during Lender's normal banking hours if made in cash, immediately available funds, or by debit to available balances in an account at Lender; otherwise payments shall be credited after clearance through normal banking channels. Borrower authorizes Lender to charge any account of Borrower maintained with Lender for any amounts of principal, interest, taxes, duties, or other charges or amounts due or payable hereunder or under any Related Document, with the amount of such payment subject in Lender's discretion to availability of collected balances. Unless Borrower instructs otherwise, the Loan shall be credited to an account(s) of Borrower with Lender. All payments shall be made without deduction for or on account of any present or future taxes, duties or other charges levied or imposed on this Note, the proceeds, Lender, Borrower or any Related Party by any government or political subdivision thereof. Borrower shall upon request of Lender pay all such taxes, duties or other charges in addition to principal and interest, including all documentary stamp and intangible taxes, but excluding income taxes based solely on Lender's income.

11. intentionally deleted

12. **NOTICES.** Except as and if otherwise provided herein, all notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been given or made five business days after a record has been deposited in the mail, postage prepaid, or one business day after a record has been deposited with a recognized overnight courier, charges prepaid or to be billed to the sender, or on the day of delivery if delivered manually with receipt acknowledged, in each case addressed or delivered:

a. if to Lender to **The Northern Trust Company, Attention: Credit Administration Team, IL-CD-BB-11, 50 South LaSalle, Chicago, IL 60603** and

b. if to Borrower to its address indicated in the preamble hereto,

or to such other address as may be hereafter designated in writing by the respective parties hereto by a notice in accord with this Section. Notwithstanding the foregoing, unless otherwise provided herein to the contrary: Borrower may request the Loan (including directions to disburse Loan proceeds) and select among interest rate options (if this Note provides for more than one interest rate option) orally, by e-mail or such other means as Lender and Borrower may establish from time to time; and Lender may rely upon such request and selections.

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13. MISCELLANEOUS. Except as and if otherwise specifically agreed in any Related Document, and only as to such Related Document, and to the extent, if any, that the UCC or other law provides for the application of the law of a different state, this Note and the Related Documents shall be: (i) governed by and construed in accordance with the internal law of the State of Illinois; and (ii) deemed to have been executed in the State of Illinois. This Note shall bind Borrower, its(his)(her) heirs, trustees (including successor and replacement trustees), executors, personal representatives, successors and assigns, and shall inure to the benefit of Lender, its successors and assigns, except that Borrower may not transfer or assign any rights or obligations hereunder without the prior written consent of Lender. If an Event of Default has occurred and is continuing, Borrower agrees to pay upon demand all expenses (including reasonable attorneys' fees, legal costs and expenses, and time charges of attorneys who may be employees of Lender, in each case whether in or out of court, in original or appellate proceedings or in bankruptcy) incurred or paid by Lender in connection with the enforcement or preservation of its rights hereunder or under any Related Document. Time is of the essence in the performance of all obligations under this Note. This Note is, and is intended to take effect as, an instrument under seal. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity without invalidating the remainder of such provision, the applicability of such provision in any other instance, or the remaining provisions of this Note. To the maximum extent permitted by applicable law, Lender is hereby authorized by Borrower without notice to Borrower to fill in any blank spaces and dates herein or in any Related Document to conform to the terms of the transaction and/or understanding evidenced hereby. This Note may not be amended, waived or terminated without the prior written consent of Lender, and shall remain in effect notwithstanding that at any particular time there shall be no amounts outstanding hereunder. This Note shall continue to be effective or be automatically reinstated, as the case may be, if at any time a payment made to Lender hereunder is rescinded or otherwise must be restored or returned by Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower, as though such payment had not been made. **THIS NOTE AND THE RELATED DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

14. NO PUNITIVE DAMAGES. NO PARTY HERETO MAY SEEK OR RECOVER PUNITIVE DAMAGES IN ANY PROCEEDING BROUGHT UNDER OR IN CONNECTION WITH THIS NOTE OR ANY RELATED DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN(S).

15. TELEPHONIC INSTRUCTIONS; AUTHORIZATION TO RECORD PHONE CALLS. LENDER AT ITS OPTION MAY MAKE THE LOAN HEREUNDER UPON TELEPHONIC INSTRUCTIONS AND IN SO DOING SHALL BE FULLY ENTITLED TO RELY SOLELY UPON INSTRUCTIONS, INCLUDING INSTRUCTIONS TO MAKE TRANSFERS TO THIRD PARTIES, REASONABLY BELIEVED BY LENDER TO HAVE BEEN GIVEN BY AN AUTHORIZED PERSON, WITHOUT INDEPENDENT INQUIRY OF ANY TYPE. FOR ITSELF AS WELL AS ANY RELATED PARTY AND ANY AGENT, DIRECTOR, EMPLOYEE, MANAGER, MEMBER, OFFICER, OR PARTNER OF BORROWER, AS APPLICABLE, BORROWER IRREVOCABLY CONSENTS TO LENDER'S RECORDING OF ANY TELEPHONE CONVERSATION PERTAINING TO THE LOAN UNDER THIS NOTE.

16. ANTI-TERRORISM LAW.

(a) By its acceptance of this Note as evidenced by its making of the Loan Lender hereby notifies Borrower and any Related Party that, pursuant to the requirements of the USA Patriot

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Act, Lender may be required to obtain, verify and record information that identifies Borrower and any Related Party, which information may include the name and address of Borrower and any Related Party and other information that will allow Lender to identify Borrower and any Related Party in accord with the USA Patriot Act. Borrower hereby agrees to take any action necessary to enable Lender to comply with the requirements of the USA Patriot Act.

(b) Borrower covenants, represents and warrants as follows:

(i) Neither Borrower nor any Related Party is or, to the best of Borrower's knowledge, will be in violation of any Anti-Terrorism Law.

(ii) Neither Borrower nor any Related Party is or, to the best of Borrower's knowledge, will be a Prohibited Person.

(iii) Neither Borrower nor any Related Party: (A) conducts any business or engages in any transaction or dealing with any Prohibited Person, including making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(iv) Neither Borrower nor any Related Party will engage in any of the activities described in (iii) of this subsection (b) in the future.

(v) Borrower and each Related Party will ensure that the proceeds of the Loan are not used to violate any foreign asset control regulations of the U.S. Office of Foreign Assets Control ("OFAC") or of any enabling statute or any Executive Order relating thereto.

(vi) Borrower will deliver to Lender any certification or other evidence requested from time to time by Lender in its sole reasonable discretion confirming Borrower's and any Related Party's compliance with this Section.

(vii) Borrower has implemented procedures, and will consistently apply those procedures while this Note is in effect, to ensure that the representations and warranties in this Section remain true and correct while this Note is in effect.

17. JURISDICTION AND VENUE. Except as and if otherwise specifically agreed in any Related Document, and only as to suits, actions or other proceedings pertaining to such Related Document, Borrower and (by its acceptance hereof) Lender:

(a) agree irrevocably that all suits, actions or other proceedings with respect to, arising out of or in connection with this Note or any Related Document shall be subject to litigation in courts having situs within or jurisdiction over Cook County, State of Illinois;

(b) consent and submit to the jurisdiction of any such court; and

(c) waive any right to transfer or change the venue of any suit, action or other proceeding brought in accordance with this Section, or to claim that any such proceeding has been brought in an inconvenient forum.

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18. **WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER AND (BY ITS ACCEPTANCE HEREOF) LENDER VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWER AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS NOTE, ANY RELATED DOCUMENT, OR ANY RELATIONSHIP BETWEEN LENDER AND BORROWER.**

To the extent applicable under any state law, Borrower executed this Note as of the date stated at the top of the first page, intending to create an instrument executed under seal.

BORROWER:

**SOUTHPORT AVENUE PROPERTIES, LLC
SERIES (151) - 3846-58 N. SOUTHPORT,
CHICAGO, ILLINOIS, AN ILLINOIS
DESIGNATED SERIES OF A DELAWARE
LIMITED LIABILITY COMPANY**

**BY: ICM PROPERTIES, INC., AN ILLINOIS
CORPORATION**

ITS: MANAGER

**BY: 
ADAM P. WINICK**

ITS: VICE PRESIDENT

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FIRST AMENDMENT TO TERM NOTE

Date of Note: May 31, 2016

Amount of Note: \$4,275,000.00

Interest Rate: ARM

Fixed Monthly

Principal Payment: \$o,346.00 beginning on the 25th payment

Maturity Date: May 31, 2021

Guarantor(s): Adrian H. Winick and Adrian Winick Declaration of Trust Dated August 3, 2001

Borrower/Mortgagor: Southport Avenue Properties, LLC Series (151) - 3846-58 N. Southport, Chicago, Illinois, an Illinois Designated Series of a Delaware limited liability company

Lender/Mortgagee: The Northern Trust Company, an Illinois banking corporation

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the Borrower and Lender do hereby agree to amend the above identified Note as follows:

New Principal Sum of Note: \$2,790,000.00

New Fixed Monthly

Principal Payment: \$4,274.00 beginning on the 25th payment

Dated this 31st day of August, 2016.

(signature page to follow)

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LENDER/MORTGAGEE:

**THE NORTHERN TRUST COMPANY, AN
ILLINOIS BANKING CORPORATION**

BY: _____
MARTIN F. BABBO

TITLE: SENIOR VICE PRESIDENT

BORROWER/MORTGAGOR:

**SOUTHPORT AVENUE PROPERTIES, LLC
SERIES (151) - 3846-58 N. SOUTHPORT,
CHICAGO, ILLINOIS, AN ILLINOIS
DESIGNATED SERIES OF A DELAWARE
LIMITED LIABILITY COMPANY**

**BY: ICM PROPERTIES, INC., AN ILLINOIS
CORPORATION**

ITS: MANAGER

BY: _____
ADAM P. WINICK

ITS: VICE PRESIDENT

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