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Woodland
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AMENDMENT TO BUILDING LOAN AGREEMENT

March 1, 1988

This agreement, dated as of February 28, 1989 between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated ~~November 23, 1988~~ and known as Trust No. 8871 ("Trustee") and WOODLAND INDUSTRIAL CENTER ASSOCIATES, an Illinois Limited Partnership, whose sole general partner is Gottlieb Properties, Inc. ("Beneficiary") (Trustee and Beneficiary are sometimes hereinafter collectively referred to as "Borrower"), and EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association, 120 South LaSalle Street, Chicago, Illinois 60603 ("Lender"),

WITNESSETH:

WHEREAS:

A. Lender and Borrower are parties to that certain Building Loan Agreement dated as of April 18, 1988 pertaining to the building at and for the land commonly known as 2301 Mount Prospect Road, Des Plaines, Illinois (the "Loan Agreement"); and

B. Borrower has requested Lender to extend the Maturity Date of the Note given by Borrower to evidence its obligation to repay the Loan described in the Loan Agreement and Lender is willing to do so subject to the terms and conditions hereinafter specified;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, and conditions hereinafter specified, the parties hereto agree as follows:

1. Integration of First Amendment with Loan Agreement. The following provisions of this agreement (the "Amendment") are as fully a part of the Loan Agreement and Note as if expressed in the Loan Agreement and Note themselves, and to the extent any provision specified in this Amendment is inconsistent with any provision in the Loan Agreement or any of the other Loan Documents as originally executed, the provision of this Amendment shall be controlling, and shall be deemed an amendment of the terms specified in the Loan Agreement and Note as originally executed to the extent necessary to give full force and effect to the provisions of this Amendment. Except to the extent herein otherwise indicated, terms having a defined meaning in the Loan Agreement have the same meaning in this Amendment. Except as herein otherwise specified, the Loan Agreement, and all of the other Loan Documents remain unchanged and in full force and effect.

2. Conditional Extension of Due Date. Subject to the provisions of paragraph 3 of this Amendment, Lender agrees that the Due Date in the Loan Agreement and Maturity Date in the Note shall be extended to the date which is ten (10) business days prior to the date on which the Permanent Commitment expires, or July 31, 1989, whichever is earlier.

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AND MCDOWELL,
LTD.

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3. Condition Precedent. Borrower acknowledges and agrees that Lender's obligations under this Amendment are subject to the condition that fully executed copies of all of the following documents, each in form and substance acceptable to Lender, be delivered to Lender on or before April 7, 1989:

(a) Agreement from Permanent Investor extending the expiration date of the Permanent Commitment to a date after the date hereof;

(b) Purchase/Sale Agreement between Borrower and Permanent Investor as contemplated by the Permanent Commitment to which shall be attached the form of Ground Lease Agreement the parties shall have agreed upon, as contemplated by the Permanent Commitment.

Borrower further acknowledges and agrees that Lender shall have no obligation to make any further disbursement until the aforesaid condition has been satisfied and shall have no responsibility to Borrower for consequences resulting from Borrower not being able to satisfy said condition hereafter. In the event that said condition has not been satisfied, within the time aforesaid, Lender shall have the right to terminate the Loan Agreement and accelerate the Maturity Date of the Note by giving Borrower a notice informing it of Lender's election to so terminate the Loan Agreement, whereupon all sums owing under the Note, the Loan Agreement or any of the other Loan Documents shall then be due and payable.

4. Trustee Exculpation. This Agreement is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said trustee hereby warrants that it possesses full power and authority to execute this Agreement) and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said trustee personally to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by the other parties hereto and by every person now or hereafter claiming any right or security hereunder.

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

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee, as aforesaid

ATTEST:

By: [Signature]
Title: Second Vice President

By: [Signature]
Title: Second Vice President

HESS, KAPLAN AND McDOWELL LTD. ATTORNEYS AT LAW

WOODLAND INDUSTRIAL CENTER ASSOCIATES, an Illinois limited partnership
By: [Signature]
Title: President

ATTEST:

By: [Signature]
Title: Secretary

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EXCHANGE NATIONAL BANK OF
CHICAGO

ATTEST:

By: [Signature]
Title: Commercial Banking Officer

By: [Signature]
Title: First Vice President

CONSENT OF GUARANTORS

Chicago, Illinois
March 21, 1989

For value received, the undersigned, as Guarantors of the Note referred to above, hereby consent to and agree to be bound by the terms of the foregoing Amendment to Building Loan Agreement.

[Signature]
J. R. Gottlieb

[Signature]
John E. Marynell

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AND McDOWELL
LTD.
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05/02/88-cb
05/19/88-cw

EXHIBIT "A"

That part of the South West fractional 1/4 of Section 30, Township 41 North, Range 12 East of the Third Principal Meridian lying North of the North line of the South 926.75 feet of said South West fractional 1/4 Southeasterly of the Southeasterly line of the right of way of the Chicago and North Western Railroad as recorded in Document Number 16068353 and South and Southwesterly of a line described as follows: Beginning at a point 1041.50 feet South of the North line of the South West fractional 1/4 of said Section 30 as measured on the West line thereof; thence East on a line parallel to the North line of the said South West fractional 1/4, a distance of 18.30 feet to a point; thence Southeasterly a distance of 1747.28 feet more or less, to a point on the North line of the South 926.75 feet of said South West fractional 1/4, 156.10 feet West of the East line of said South West fractional 1/4 (except that part of the land falling in Mount Prospect Road) in Cook County, Illinois.

Permanent Real Estate Tax Index Number: 09 30 300 034 0000

Common Address: 2301 Mount Prospect Road, Des Plaines, Illinois.

DEPT-01 RECORDING \$14.25
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#0503 + P. *-89-142281
COOK COUNTY RECORDER

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MAIL TO:

MS. C. A. CAHILL
EXCHANGE NATIONAL BANK
120 S. LA SALLE
CHICAGO, ILL 60603