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A LEGAL DESCRIPTION OF THE REAL ESTATE
ENCUMBERED BY THE MORTGAGE IS ATTACHED
HERE TO AS SCHEDULE 1

**FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT,
THIRD AMENDMENT TO MORTGAGE NOTE,
FIFTH AMENDMENT TO MORTGAGE,
SECOND AMENDMENT TO GUARANTY, AND
AMENDMENT TO OTHER LOAN DOCUMENTS**

00450198

THIS FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, THIRD AMENDMENT TO MORTGAGE NOTE, FIFTH AMENDMENT TO MORTGAGE, SECOND AMENDMENT TO GUARANTY, AND AMENDMENT TO OTHER LOAN DOCUMENTS (the "Amendment Document") is made as of this 1st day of November, 1989 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated March 1, 1988 and known as Trust No. 104887-08 (the "Trust"), MAUD-CLYBOURN PROJECT LIMITED PARTNERSHIP, an Illinois limited partnership (the "Partnership"), being the sole beneficiary of the Trust (the Trust and the Partnership being hereinafter jointly referred to as "Borrower"), DAYTON RESOURCES, LTD., an Illinois corporation (the "Corporation"), STEPHEN R. BALLIS, JOHN L. KUHN (Messrs. Ballis and Kuhn being hereinafter jointly referred to as the "Guarantors"), and EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association ("Lender").

COOK COUNTY RECORDER
195555 TRAN 5639 09 14/90 19555500
28161 : * - 90 - 450198
COOK COUNTY RECORDER

RECITALS:

A. On or about March 25, 1988, Borrower and Lender entered into a certain Construction Loan Agreement (the "Loan Agreement"), pursuant to which Lender agreed to make a construction loan (the "Loan") to Borrower, upon and subject to the terms and conditions contained in the Loan Agreement.

B. The Loan is evidenced by a certain Mortgage Note (the "Original Note") dated April 27, 1987 made by the Corporation and American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated April 23, 1987 and known as Trust No. 102309-09 (the "Original Trust") to the order of Lender, pursuant to which the Original Trust and the Corporation, being the sole beneficiary of the Original Trust, jointly and severally agreed to pay to the order of Lender the principal sum of Six Million Four Hundred Thousand Dollars (\$6,400,000) at the place and in the manner therein provided, together with interest on said principal sum at the rates set forth therein. The Original Note has been amended by (i) that certain First Amendment to Mortgage Note dated as of March 25, 1988 made by the Trust, the Partnership and the Corporation, jointly and severally, to and for the benefit of Lender, pursuant to which, inter alia, the Trust, the Partnership and the Corporation agreed to be jointly and severally liable for and bound by all obligations and liabilities of the Original Trust and the Corporation under the Original Note, and (ii) that certain Second Amendment to Mortgage Note and Third Amendment to Mortgage dated as of June 24, 1988 made among the Trust, the Partnership and Lender. The Original Note, as so amended, is hereinafter referred to as the "Note".

C. The Note is secured, inter alia, by the following (collectively, the "Loan Documents"):

(i) Mortgage and Assignment of Leases and Rents dated April 27, 1987 made by the Original Trust in favor of Lender and recorded in the Office of the Cook County, Illinois Recorder of Deeds (the "Recorder") as Document No. 87238308, as amended by (1) that certain First Amendment to

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Mortgage dated as of March 25, 1988 made by the Trust and the Partnership in favor of Lender and recorded in the Office of the Recorder as Document No. 88143653, (2) that certain Mortgage Amendment and Cross Collateralization Agreement dated as of March 25, 1988 made by the Trust, the Partnership, the Guarantors and others to and for the benefit of Lender and recorded in the Office of the Recorder as Document No. 88143654, (3) that certain Second Amendment to Mortgage Note and Third Amendment to Mortgage dated as of June 24, 1988 made by the Trust and the Partnership to and for the benefit of Lender and recorded in the Office of the Recorder as Document No. 88408042, and (4) that certain Fourth Amendment to Mortgage dated as of July 19, 1989 made by the Trust and the Partnership to and for the benefit of Lender and recorded in the Office of the Recorder as Document No. 89407834 (said Mortgage and Assignment of Leases and Rents, so amended, is hereinafter referred to as the "Mortgage");

(ii) Combined Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust dated as of March 25, 1988 made by the Partnership in favor of Lender;

(iii) Security Agreement (Chattel Mortgage) dated as of March 25, 1988 made by the Trust and the Partnership in favor of Lender;

(iv) Assignment of Sales Contracts dated as of March 25, 1988 made by the Trust and the Partnership in favor of Lender;

(v) Assignment of Plans, Specifications, Construction and Service Contracts dated as of March 25, 1988 made by the Trust, the Partnership and the Corporation in favor of Lender; and

(vi) Guaranty dated as of April 27, 1988 made by the Guarantors in favor of Lender, as amended by a certain First Amendment to Guaranty dated March 25, 1988 made by the Guarantors in favor of Lender (the Guaranty, as so amended, is hereinafter referred to as the "Guaranty").

D. On or about March 25, 1988, the Partnership and the Guarantors executed and delivered to Lender a certain Environmental Indemnity Agreement (the "Environmental Indemnity").

E. The Trust, the Partnership, the Corporation, the Guarantors and Lender desire to make certain amendments to the terms and conditions of the Loan.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows. All capitalized terms not otherwise defined in this Amendment Document shall have the same meanings as are ascribed to them in the Loan Agreement.

I. Construction Loan Agreement.

1. The Trust and the Partnership hereby ratify and confirm the truth and accuracy of each of the representations and warranties made in Article 2 of the Loan Agreement, except as follows:

(a) Paragraph 2.4 thereof is amended by deleting

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clause (iii) thereof and deleting all references contained therein to the "Vacant Land."

(b) Paragraph 2.6 thereof is amended by deleting clause (b) thereof and substituting the following in lieu thereof:

"(b) Improve the Phase 2 Land with one Building containing an aggregate of 12 Units. In addition, Borrower intends to cause six unimproved vacant lots (the "New Phase 1 Lots") presently located on the Phase 2 Land and legally described in Exhibit H attached hereto to be conveyed to a third party and released from the liens of the Loan Documents as hereinafter provided. For all purposes under this Loan Agreement, the New Phase 1 Lots shall be deemed to be included in the Phase 1 Land."

(c) The schedule of types of Units attached to the Loan Agreement as Exhibit C is deleted and the revised schedule of types of Units contained in Exhibit C-1 attached to this Amendment Document is substituted in lieu thereof.

(d) The budget attached to the Loan Agreement as Exhibit D is deleted and the revised budget contained in Exhibit D-1 attached to this Amendment Document is substituted in lieu thereof. All references contained in the Loan Agreement to the "Budget" shall be deemed to refer to the revised budget contained in Exhibit D-1 attached to this Amendment Document.

2. Paragraph 6.1(b) of the Loan Agreement is amended as follows:

(a) Subparagraph (i) thereof is deleted and the following substituted in lieu thereof:

"(i) With respect to the first disbursement of the Building Loan for any Building after September 1, 1990; provided, however, that if Borrower timely and properly exercises the Extension Right (as hereinafter defined), the date contained in the preceding clause shall be extended to March 1, 1991; ..."; and

(b) Subparagraph (iii) thereof is deleted and the following substituted in lieu thereof:

"(iii) With respect to the first disbursement of the Building Loan for any Unit to be located on the Phase 2 Land, (1) Borrower shall have provided Lender with a soil test satisfactory to Lender covering Phase 2, and (2) Borrower shall have provided Lender with evidence satisfactory to Lender that at least 17 of the Units located on the Phase 1 Land have been "sold," of which at least 11 are Townhome B Units and at least 6 are Coachhouse C Units, and at least 8 Rowhouse A Units in the "Maude Row" Project being financed by Dollar Bank have been "sold"."

3. The schedule of minimum sales prices attached as Exhibit F to the Loan Agreement is deleted and the revised schedule of minimum sales prices contained in Exhibit F-1 attached to this Amendment Document is substituted in lieu thereof.

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4. Paragraph 8.1 of the Loan Agreement is amended by deleting the portion thereof on page 19 commencing with the second grammatical paragraph thereof and deleting all of the portion thereof contained on page 20, and substituting the following in lieu thereof:

"Notwithstanding anything to the contrary contained in this Agreement, by execution and delivery of the Amendment Document, Borrower has exercised its right to extend the term of the Loan for an additional one-year period with a final payment of the unpaid principal balance of the Loan and all accrued and unpaid interest thereon, if not sooner declared to be due in accordance with the terms thereof, due and payable on November 1, 1990 (the "First Extended Maturity Date"), upon the following terms and conditions:

(a) Borrower shall pay to Lender an extension fee in the amount of \$64,000 concurrently with the execution and delivery of the Amendment Document; and

(b) Except as expressly provided to the contrary in this Paragraph 8.1, all of the other terms and provisions of the Note, this Agreement and the other Loan Documents shall remain in full force and effect in accordance with their terms, including the obligation to make monthly payments of interest at the then applicable Loan Rate.

Notwithstanding anything to the contrary contained in this Agreement, Borrower shall have an additional right (the "Extension Right") to extend the term of the Loan for an additional 6-month period with a final payment of the unpaid principal balance of the Loan and all accrued and unpaid interest thereon, if not sooner declared to be due in accordance with the terms hereof, due and payable on March 1, 1991 (the "Second Extended Maturity Date"), upon the following terms and conditions:

(a) Borrower gives Lender written notice of its election to exercise the Extension Right not later than October 1, 1990;

(b) Concurrently with the delivery of the notice described in (a) above, Borrower shall pay to Lender an extension fee in the amount of \$32,000;

(c) No default or event which with the passage of time, the giving of notice, or both, would constitute a default, exists under the Note, this Agreement or any of the other Loan Documents, either on the date Borrower delivers the notice described in (a) above or on the First Extended Maturity Date; and

(d) Except as expressly provided to the contrary in this Paragraph 8.1, all of the other terms and provisions of the Note, this Agreement and the other Loan Documents shall remain in full force and effect in accordance with their terms, including the obligation to make monthly payments of interest at the then applicable Loan Rate.

All payments on account of the Loan shall be applied first against any accrued and unpaid interest then outstanding, with the balance applied against the unpaid principal balance thereof."

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5. The schedule of minimum release prices contained in Exhibit G attached to the Loan Agreement is deleted and the revised schedule of minimum release prices contained in Exhibit G-1 attached to this First Amendment is substituted in lieu thereof.

6. All references contained in the Loan Agreement to "this Agreement" shall be deemed to refer to the Loan Agreement, as amended by this Amendment Document.

7. All references contained in the Loan Agreement to the Note, the Mortgage, the Guaranty or any of the other Loan Documents shall be deemed to refer to the Note, the Mortgage, the Guaranty and said other Loan Documents, as amended by this Amendment Document.

II. Mortgage Note.

1. Subparagraph (iii) of the Note contained on page 2 thereof is amended as follows:

(a) The definition of the "First Extension Period" is amended to be a period of one-year commencing on the Maturity Date;

(b) The definition of the "First Extended Maturity Date" is amended to be November 1, 1990; and

(c) Subparagraph (C) thereof is amended by increasing the extension fee from \$32,000 to \$64,000.

2. Subparagraph (iv) of the Note contained on page 2 thereof is amended by amending the definition of the "Second Extended Maturity Date" to be May 1, 1991.

3. All references contained in the Note to the Loan Agreement shall be deemed to the Loan Agreement, as amended by this Amendment Document.

4. All references contained in the Note to the Mortgage and the other Loan Documents shall be deemed to refer to the Mortgage and said other Loan Documents, as amended by this Amendment Document.

III. Mortgage, Guaranty and other Loan Documents.

1. The second sentence of the Recital paragraph of the Mortgage is deleted and the following substituted in lieu thereof:

"The unpaid principal amount and all accrued and unpaid interest due under the Note, if not sooner paid, shall be due on November 1, 1990, subject to the right of Mortgagor and Mortgagor's beneficiary to extend said maturity date to May 1, 1991, subject to the terms and conditions contained in the Note."

2. All references contained in the Mortgage, the Guaranty and the other Loan Documents to the Loan Agreement shall be deemed to refer to the Loan Agreement, as amended by this Amendment Document.

3. All references contained in the Mortgage, the Guaranty and the other Loan Documents to the Note shall be deemed to refer to the Note, as amended by this Amendment Document.

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4. All references contained in the Mortgage, the Guaranty and the other Loan Documents to any other Loan Document shall be deemed to refer to such other Loan Document, as amended by this Amendment Document.

IV. Miscellaneous.

1. Borrower acknowledges that Lender is presently holding the sum of \$202,935.27 (the "Cash Collateral") in a certificate of deposit, which Cash Collateral represents the net proceeds of the sale of certain real estate previously encumbered by the Mortgage. Borrower acknowledges and agrees that the Cash Collateral has been properly pledged to Lender as additional collateral for the Loan and that Lender shall have the absolute right at any time and from time to time prior to repayment in full of the Loan to apply all or any portion of the Cash Collateral to any amounts which may become due and owing from Borrower, the Corporation or the Guarantors to Lender under the Loan Agreement, the Note or the Loan Documents, including without limitation, Borrower's obligation to pay to Lender any amounts required to keep the Loan "in balance" pursuant to Paragraph 6.5 of the Loan Agreement.

2. The Trust, the Partnership, the Corporation and each Guarantor have full power and authority to execute and deliver this Amendment Document and to perform their respective obligations hereunder. Upon the execution and delivery thereof, this Amendment Document will be valid, binding and enforceable upon the Trust, the Partnership, the Corporation and each Guarantor in accordance with its terms. Execution and delivery of this Amendment Document do not and will not contravene, conflict with, violate or constitute a default under (i) the Partnership Agreement, (ii) the articles of incorporation and by-laws governing the Corporation, or (iii) any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which the Trust, the Partnership, the Corporation or either Guarantor is a party or is bound or which is binding upon or applicable to the Project or any portion thereof.

3. There is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending, or to Borrower's knowledge, threatened, affecting the Trust, the Partnership, the Corporation, either Guarantor or the Project, or which would prevent the Trust, the Partnership, the Corporation or either Guarantor from complying with or performing its or his respective obligations under the Loan Agreement, the Note, the Guaranty or any of the other Loan Documents, all as amended by this Amendment Document, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

4. The obligation of Lender to enter into this Amendment Document shall be subject to Borrower and others having delivered or caused to be delivered to Lender, the following, all of which shall be in form and substance acceptable to Lender:

- (a) This Amendment Document;
- (b) A Third Party Pledge Agreement with respect to the Cash Collateral;
- (c) The \$64,000 extension fee referred to in Paragraph 4 of Article I above; and

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(d) An opinion of counsel for the Trust, the Partnership, the Corporation and the Guarantors as to the matters described in paragraph 5.19 of the Loan Agreement and expressly referring to this Amendment Document.

5. In addition to the Loan Expenses described in Article 10 of the Loan Agreement, Borrower agrees to pay all expenses, charges, costs and fees incurred in connection with the negotiation and documentation of the agreements contained in this Amendment Document (collectively, the "Additional Loan Expenses"). The Additional Loan Expenses shall be paid by Borrower forthwith upon demand, or may be paid by Lender at any time by disbursement of proceeds of the Loan, and shall bear interest from the date which is ten days after demand for payment is made by Lender to Borrower until paid by Borrower at the Default Rate.

6. The Trust, the Partnership and the Corporation hereby ratify and confirm their respective obligations and liabilities under the Loan Agreement, the Note, the Mortgage, and the other Loan Documents, all as amended by this Amendment Document, and under the Environmental Indemnity, and the liens and the security interests created thereby and acknowledge that as of the date of delivery of this Amendment Document to Lender, none of the Trust, the Partnership or the Corporation has any defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of each of them under the Loan Agreement, the Note, the Mortgage and the other Loan Documents, all as amended by this Amendment Document, and under the Environmental Indemnity.

7. The Guarantors hereby consent to the execution and delivery by the Trust, the Corporation and the Partnership of this Amendment Document. The Guarantors hereby ratify and confirm their respective obligations and liabilities under the Guaranty, as amended by this Amendment Document, and under the Environmental Indemnity, and acknowledge that as of the date of delivery of this Amendment Document to Lender, neither of them has any defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of the Guarantors under the Guaranty, as amended by this Amendment Document, and under the Environmental Indemnity.

8. This Amendment Document shall be binding on and enforceable against the Trust, the Partnership, the Corporation, the Guarantors and their respective heirs, legatees, legal representatives, successors and assigns.

9. Except as expressly provided herein, the Loan Agreement, the Note, the Mortgage, the Guaranty and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

10. This Amendment Document is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Amendment Document shall be construed as creating any personal liability on said Trustee to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming

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any right or security hereunder.

IN WITNESS WHEREOF, this Amendment Document has been entered into as of the date first above written.

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

By: [Signature]
Title: 2ND VICE PRES

Attest: [Signature]
Title: TRUSTEE

MAUD-CLYBOURN PROJECT LIMITED PARTNERSHIP, an Illinois limited partnership

X By: [Signature]
Stephen R. Ballis, General Partner

X By: [Signature]
John L. Kuhn, General Partner

DAYTON RESOURCES, LTD., an Illinois corporation

X By: [Signature]
Title: pres

X Attest: [Signature]
Title: [Signature]

X [Signature]
Stephen R. Ballis

X [Signature]
John L. Kuhn

EXCHANGE NATIONAL BANK OF CHICAGO

By: [Signature]
Title: 1st Vice President

Attest: [Signature]
Title: Commercial Banking Officer

THIS INSTRUMENT PREPARED BY and after recording shall be returned to:

Merle Teitelbaum Cowin, Esq.
Greenberger, Krauss & Jacobs, Chtd.
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601

Permanent Real Estate Tax Numbers:

Street Address:

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, the _____ of American National Bank and Trust Company of Chicago (the "Bank"), and _____, the _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee of Trust No. 104587-08, for the uses and purposes therein set forth; and the said _____ then and there acknowledged the he, as custodian of the seal of said Bank, did affix the seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 1990.

[Signature]

Notary Public

(SEAL)

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, Carole K. Towne, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT STEPHEN R. BALLIS and JOHN L. KUHN, the sole general partners of the Maud-Clybourn Project Limited Partnership (the "Partnership"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as said general partners, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4th day of May, 1990.



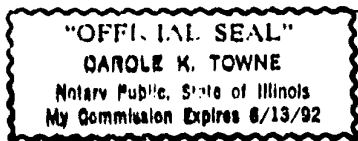
Carole K. Towne
Notary Public

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, Carole K. Towne, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Stephen R. Ballis, the President of DAYTON RESOURCES, LTD., an Illinois corporation (the "Corporation"), and John L. Kuhn, the Vice-President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4th day of May, 1990.



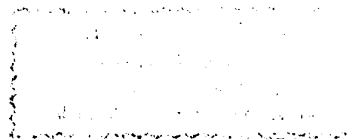
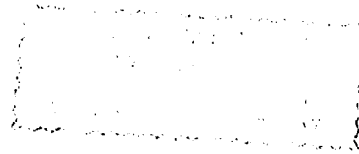
Carole K. Towne
Notary Public

(SEAL)

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

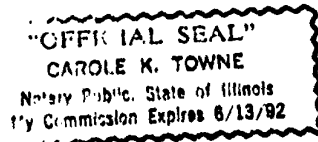
I, Carole K. Towne, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT STEPHEN R. BALLIS and JOHN L. KUHN, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4th day of May, 1990.

Carole K. Towne
Notary Public

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, Carole K. Towne, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Catherine A. Cahill, the First Vice President of EXCHANGE NATIONAL BANK OF CHICAGO (the "Bank"), and John C. Hein, the Commercial Banking Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such First Vice President and Commercial Banking Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4th day of June, 1990.

Carole K. Towne
Notary Public

(SEAL)



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EXHIBIT C-1

Schedule C

UNITS PER BUILDING

<u>Building</u>		<u>No. of Units</u>
2	Towns	6
3	Coach	3
6	Towns	4
7	Towns	5
8	Coach	9
9	Rows	12
10	Mini-Row	10

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EXHIBIT D

Revised Budget

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11/27/2012
10:08 AM

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EXHIBIT 0-1

OWNER'S SWORN STATEMENT

STATE OF ILLINOIS

COUNTY OF COOK

08/05/90

PAYMENT 010

THE AFFIANT, JOHN L. EDWIN BEING FIRST DULY SWORN, ON OATH DEPOSES AND SAYS THAT HE IS BENEFICIARY OF TRUST NO. 104887-00 HELD BY AMERICAN NATIONAL BANK WHICH IS THE OWNER OF THE FOLLOWING PREMISES COOK COUNTY, ILLINOIS, TO WIT:

1910-1971 W HAWK ST., CHICAGO, IL

1. THAT HE IS THOROUGHLY FAMILIAR WITH ALL THE FACTS AND CIRCUMSTANCES CONCERNING THE PREMISES DESCRIBED ABOVE;
2. THAT DURING THE SIX MONTHS LAST PAST ONLY WORK DONE OR MATERIALS FURNISHED IN CONNECTION WITH THE MENTIONED PREMISES ARE LISTED BELOW;
3. THAT THE ONLY CONTRACTS LET FOR THE FURNISHING OF FUTURE WORK OR MATERIALS RELATIVE TO THE CONTEMPLATED IMPROVEMENTS ARE AS LISTED BELOW;
4. THAT THIS STATEMENT IS A TRUE AND COMPLETE STATEMENT OF ALL SUCH CONTRACTS, PREVIOUS PAYMENTS AND BALANCES DUE, IF ANY.

DIVISION	BUDGET AMOUNT	W/O BUDGET/ CONTR/ST	END FUNDED	EQUITY	THIS REQUEST	BALANCE
SOFT COSTS						
BOY TRUSE & ASSOC	70,000.00	57,631.21	57,631.20	0.00		0.00
BYRCE, INC	99,000.00	99,000.00	99,000.00	0.00		0.00
INTERIM FINANCING	500,000.00	003,400.41	22,720.61	0.00		0.00
COMMITMENT	90,000.00	120,000.00	150,000.00	0.00		0.00
LEGAL	103,000.00	177,207.16	177,995.27	20,361.00	626.00	9,474.00
INSURANCE	60,000.00	00,536.75	54,413.71	20,183.00		6,000.00
ACCOUNTING	20,000.00	36,000.00	10,377.94	10,962.50	4,333.70	6,303.70
REAL ESTATE TAX	30,000.00	176,052.71	110,416.70	47,636.01		34,000.00
ADVERTISING	54,000.00	63,639.47	54,424.42	3,255.25	4,140.20	1,854.72
PRINTING/BROCHURE	42,000.00	52,000.00	4,350.00	47,417.37		232.66
MODEL/SALES OFFICE	00,000.00	01,742.53	60,054.99	16,601.07	00.63	0.00
PUBLIC RELATIONS	33,000.00	54,049.37	37,360.90	13,900.99	2,740.75	1,231.05
PERMITS/FEE'S	97,000.00	107,970.12	69,503.15	32,474.97	2,750.00	3,230.00
SURVEYS/TESTING	10,250.00	10,250.00	9,316.25	6,624.30		2,109.65
GENERAL OFFICE	3,000.00	3,000.00	1,331.33	709.15	272.37	507.17
SOFTCOST TOTALS	1,325,950.00	2,010,467.72	1,730,006.40	203,714.76	14,901.93	2,056.31

HARDCOSTS

GENERAL REG.						
SUPERVISION			97,327.10	12,360.93	33,534.95	
MATNT/LABOR			101,743.97	4,999.10	30,496.50	
SCAVENGER			22,694.06	250.00	200.00	
OFFICE TRAILER			93.60			
JOB TOILET			1,300.49		66.07	
TEMPORARY FENCE			640.23			
SAFETY			0.00	165.72		
TESTING			410.00	565.00		
EQUIPMENT RENTAL			306.62			
HARDWARE/SUPPLIES			27,091.06	1,326.34	3,991.27	
UTILITIES-BAO			9,302.43		2,622.94	
UTILITIES-PHONE			401.33	31.01	120.13	
UTILITIES-ELECTRIC			1,633.53	400.00	1,390.23	

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MISCELLANEOUS		11,848.13	6,397.77	1,471.25		
GEN REQS TOTALS	191,400.00	430,945.45	271,600.70	26,976.78	75,418.36	84,309.74
CONTRACTORS						
SITING						
AMEA ENVIRONMENTAL	193,000.00	9,500.00	9,500.00			0.00
U S DISMANTLEMENT		60,000.00	60,000.00			0.00
RUSCITTI		91,654.50	91,654.50			0.00
URBAN PARADISE		35,500.75	21,304.50			34,202.25
VIRGINIO FERRARI		20,000.00	15,000.00			5,000.00
CONCRETE						
LINDBERG	153,100.00	163,820.00	155,742.00		8,078.00	0.00
MASONRY						
ALLEG MASONRY	539,100.00	676,219.14	676,219.14			0.00
ILLINOIS BRICK		90,939.71	90,939.71			0.00
METALS						
METRO STONE	146,000.00	16,340.00	16,340.00			0.00
MELDOME		64,370.00	59,640.25		729.75	9,000.00
TRU-LINE FENCE		12,810.25	5,511.00		7,299.25	0.00
CARPENTRY						
GUSTAFSON-LINDBERG	632,650.00	491,124.00	429,820.50		15,160.77	46,130.77
IMPERIAL COMPONENTS		109,791.05	109,791.05			0.00
CABINET CORP OF AMEA		6,500.00	6,500.00			0.00
E O A, INC		929.20	929.20			0.00
CANAC KITCHENS		24,774.00	24,774.00			0.00
LAMINATIONS UNLTD		13,491.33	6,220.50		7,269.83	0.00
LAMINATED PRODUCTS		24,754.00	2,120.00		21,951.00	674.92
NOISE/THERM CONTROL						
RENT SEALANTS	60,000.00	17,916.00	17,522.60		1,591.40	2,000.00
REXNAL ANDERSON		16,040.00	16,040.00			0.00
A. LAVIN ROOFING		64,385.00	63,266.00			1,119.00
DOORS/WINDOWS						
NORTHWEST HILLYORK	287,500.00	59,343.00	20,152.00		19,176.00	12,213.00
LANDQUIST & SON		14,940.00	3,219.56		3,790.40	7,949.96
RAYNOR DOOR		14,985.00	12,393.00		1,920.00	665.00
EYCO SUPPLY		223,024.11	223,326.11		52.32	647.60
GLOBE GLASS		13,062.00	5,649.00		3,627.00	3,706.00
FINISHES						
THE LEVY CO	654,000.00	519,499.82	350,744.82		119,820.00	53,927.00
LYN-REN TILE		107,341.00	107,989.40		11,235.00	37,003.72
PEERLESS CARPET		64,037.90	22,070.00		22,172.00	19,775.00
RUBLE WOOD PRODUCTS		74,560.00	53,211.97		12,127.00	0,920.73
SPECIALTIES						
SPACE OPTIONS	19,000.00	9,904.53	8,740.16		2,427.24	1,400.12
ARCADIA		4,104.01	2,004.87		1,015.95	2,119.19
EQUIPMENT						
ADVANCE REFRIGERATION	94,000.00	91,294.70	30,821.84		32,000.26	19,092.80
FIREPLACE & PATIO		11,717.93	11,717.93			0.00
MECHANICAL						
FRANK'S MECHANICAL	609,000.00	562,573.50	473,676.00		99,159.40	89,730.10
AIR-RITE		100,951.00	163,324.00		7,901.00	9,440.20
ELECTRICAL						
GERALD ELECTRIC	241,000.00	302,459.77	236,961.53		32,815.46	33,202.90
CHICAGO SECURITY		24,804.50	10,570.98		3,646.31	3,507.01
INTERIOR ELECTRIC		604.74	0.00			604.74
UNALLOCATED	63,900.00					
HARDWARE TOTALS	3,305,000.00	1,400,155.17	3,126,161.68	20,770.75	460,563.00	432,411.53

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LAND ALLOCATION	1,200,000.00	1,200,000.00	1,200,000.00				0.00
CONTINGENCY	0.00	0.00					0.00
TOTAL COSTS	6,430,250.00	6,000,623.89	6,006,968.00	230,491.91	470,466.93	517,497.36	

USES OF FUNDS
REVISED TOTAL 1,000,623.89

SOURCES OF FUNDS	PREY FUNDED	THIS REQUEST	BALANCE
END LOAN	6,400,000.00		
EQUITY ALLOCATION	440,444.00		
OWNER	230,491.91		
HERITAGE LAND	221,715.53		
	7,292,651.44		

ADDITIONAL (EXCESS) EQUITY 783,172.03

SIGNED [Signature]
VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16 DAY OF May 19 90
Lisa Huffman : NOTARY PUBLIC

"OPTIONAL SEAL"
LISA HUFFMAN
Notary Public, State of Illinois
My Commission Expires: 07/1/93

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OWNER'S SWORN STATEMENT

STATE OF ILLINOIS

02/28/90

COUNTY OF COOK

PAYOUT #1

THE AFFIANT, JOHN L. KUHN BEING FIRST DULY SWORN, ON OATH DEPOSES AND SAYS THAT HE IS BENEFICIARY OF TRUST NO. 104886-09 HELD BY AMERICAN NATIONAL BANK WHICH IS THE OWNER OF THE FOLLOWING PREMISES COOK COUNTY, ILLINOIS, TO WIT:

1934-1938 N MAUD ST., CHICAGO, IL

1. THAT HE IS THOUROUGHLY FAMILIAR WITH ALL THE FACTS AND CIRCUMSTANCES CONCERNING THE PREMISES DESCRIBED ABOVE;
2. THAT DURING THE SIX MONTHS LAST PAST ONLY WORK DONE OR MATERIALS FURNISHED IN CONNECTION WITH THE MENTIONED PREMISES ARE LISTED BELOW;
3. THAT THE ONLY CONTRACTS LET FOR THE FURNISHING OF FUTURE WORK OR MATERIALS RELATIVE TO THE CONTEMPLATED IMPROVEMENTS ARE AS LISTED BELOW;
4. THAT THIS STATEMENT IS A TRUE AND COMPLETE STATEMENT OF ALL SUCH CONTRACTS, PREVIOUS PAYMENTS AND BALANCES DUE, IF ANY.

DIVISION	BUDGET AMOUNT	ADJ BUDGET/ CONTRACT	ENB FUNDED	EQUITY	THIS REQUEST
SOFT COSTS					
ROY KRUSE & ASSOC	23,632.00	23,632.00			
BRYCE, INC	70,000.00	70,000.00			
INTERIM FINANCING	440,000.00	440,000.00			
COMMITMENT	96,000.00	96,000.00			
LEGAL	45,000.00	45,000.00			
INSURANCE	38,000.00	38,000.00			
ACCOUNTING	7,500.00	7,500.00			
REAL ESTATE TAX	30,000.00	30,000.00			
ADVERTISING	45,000.00	45,000.00			
PRINTING/BROCHURE	6,000.00	6,000.00			
MODEL/SALES OFFICE	0.00	0.00			
PUBLIC RELATIONS	9,500.00	9,500.00			
PERMITS/FEES	37,564.00	37,564.00			
SURVEYS/TESTING	10,100.00	10,100.00			
GENERAL OFFICE	2,031.00	2,031.00			
CONTINGENCY	21,000.00	21,000.00			

SOFTCOST TOTALS	881,327.20	881,327.20	0.00	0.00	0.00

HARDCOSTS
GENERAL REQ.
SUPERVISION
MAINT/LABOR
SCAVENGER
OFFICE TRAILER
JOB TOILET
TEMPORARY FENCE
SAFETY
TESTING
EQUIPMENT RENTAL
HARDWARE/SUPPLIES
UTILITIES-GAS
UTILITIES-PHONE

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UTILITIES-ELECTRIC MISCELLANEOUS					
GEN REQS TOTALS	236,400.00	236,400.00		0.00	0.00
CONTRACTORS					
SITWORK					
RUSCITTI	84,685.00	92,945.00			
URBAN PARADISE	40,000.00	40,000.00			
CONCRETE					
LUNDSBERG	150,335.00	150,335.00			
MASONRY					
ALLIED MASONRY	550,000.00	550,000.00			
GLEN-GERY	40,000.00	36,800.00			
METALS					
L-J IRON WORKS	15,000.00	13,850.00			
WELLDONE	46,000.00	49,775.00			
TRU-LINK FENCE	17,000.00	12,838.00			
CARPENTRY					
GUSTAFSON-LINDBERG	407,000.00	409,000.00			
IMPERIAL COMPONENT	70,000.00	69,181.44			
LAMINATED PROD	21,000.00	25,939.84			
QUADREX INTERNAT'L	125,000.00	118,500.00			
MOIST/THERM CONTROL					
BEST SEALANTS	9,000.00	8,110.00			
REICHAL ANDERSON	24,000.00	5,873.00			
A. LAVIN ROOFING	54,500.00	48,300.00			
WATERPROOFING	7,400.00	7,100.00			
DOORS/WINDOWS					
NORTHWEST MILLWORK	58,500.00	55,704.00			
LANDQUIST & SON	15,000.00	20,623.00			
RAYNOR DOOR	11,000.00	9,540.00			
EYCO SUPPLY	100,000.00	97,174.00			
MANGRUM GLASS	10,000.00	8,800.00			
FINISHES					
THE LEVY CO	320,000.00	313,715.00			
LYN-DEM TILE	134,000.00	134,000.00			
PEERLESS CARPET	50,000.00	50,000.00			
RUBLE WOOD PRODUCT	60,000.00	55,000.00			
SPECIALTIES					
SPACE OPTIONS	7,000.00	6,746.64			
ARCADIA	12,000.00	12,671.16			
MONARCH	8,000.00	7,153.75			
EQUIPMENT					
ADVANCE REFRIGERAT	82,000.00	77,728.20			
FIREPLACE & PATIO	6,000.00	10,000.00			
MECHANICAL					
FRANK'S MECHANICAL	400,000.00	396,880.00			
AIR-RITE	140,000.00	135,000.00			
ELECTRICAL					
GERALD ELECTRIC	210,000.00	210,000.00			
CHICAGO SECURITY	17,000.00	17,063.00			

HARDCOST TOTALS	3,539,820.00	3,493,046.03	0.00	0.00	0.00
LAND ALLOCATION	1,500,000.00	800,000.00	400,000.00	400,000.00	
CONTINGENCY	100,000.00	100,000.00			
TOTAL COSTS	6,021,147.20	5,274,373.23	400,000.00	400,000.00	0.00

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EXHIBIT F-1

Revised Schedule of Minimum Sales Prices

PHASE I UNITS	SALES PRICE
ARMITAGE 1	221,716.00
ARMITAGE 2	195,000.00
1965A #13 ✓	301,500.00
1965B #14 ✓	307,250.00
1965C #15 ✓	288,500.00
1965D #16 ✓	285,000.00
1965E #17 ✓	305,150.00
1965F #18 ✓	305,325.00
1916A #34	302,525.00
1916B #35	316,000.00
1916C #36	316,000.00
1916D #37	311,225.00
1924A #38	302,075.00
1924B #39	309,900.00
1924C #40	309,000.00
1924D #41	311,175.00
1924E #42	312,000.00
1967A UNIT 19 ✓	239,650.00
1967B UNIT 20	254,500.00
1967C UNIT 21	240,750.00
1920A #43	253,725.00
1920B #44	247,000.00
1920C #45	247,000.00
1920D #46	247,075.00
1920E #47	238,475.00
1920F #48	245,700.00
1920G #49	247,000.00
1920H #50	247,000.00
1920I #51	238,525.00

NEW PHASE 1 LOTS \$700,000.00

PHASE II UNITS

Unit 1	\$485,000.00
Unit 2	485,000.00
Unit 3	524,000.00
Unit 4	524,000.00
Unit 5	536,000.00
Unit 6	536,000.00
Unit 7	536,000.00
Unit 8	536,000.00
Unit 9	552,000.00
Unit 10	552,000.00
Unit 11	572,000.00
Unit 12	572,000.00

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11/15/2014

11/15/2014 11:15:15 AM

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EXHIBIT G-1

Revised Schedule of Minimum Release Prices

PHASE I UNITS RELEASE PRICE

ARMITAGE 1	221,715.00
ARMITAGE 2	195,000.00
1965A #13 ✓	280,395.00
1965B #14 ✓	285,742.50
1965C #15 ✓	277,605.00
1965D #16 ✓	274,350.00
1965E #17 ✓	283,789.50
1965F #18 ✓	283,952.25
1916A #34	281,348.25
1916B #35	293,880.00
1916C #36	293,880.00
1916D #37	289,439.25
1924A #33	280,929.75
1924B #38	288,207.00
1924C #40	287,370.00
1924D #41	289,392.75
1924E #42	290,160.00
1967A UNIT 19	222,874.50
1967B UNIT 20	236,885.00
1967C UNIT 21	227,637.50
1920A #43	235,934.25
1920B #44	229,710.00
1920C #45	229,710.00
1920D #46	229,779.75
1920E #47	219,921.75
1920F #48	228,501.00
1920G #49	229,710.00
1920H #50	229,710.00
1920I #51	221,828.25

NEW PHASE I LOTS \$700,000.00

PHASE II UNITS

Unit 1	\$455,900.00
Unit 2	455,900.00
Unit 3	492,560.00
Unit 4	492,560.00
Unit 5	503,840.00
Unit 6	503,840.00
Unit 7	503,840.00
Unit 8	503,840.00
Unit 9	518,880.00
Unit 10	518,880.00
Unit 11	537,680.00
Unit 12	537,680.00

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1/2/2012

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EXHIBIT H

Legal Description of New Phase 1 Lots

That part of Lots 57 to 65 in Hapgood's Subdivision of Lot 1 and part of Lot 2 of Block 9 in Sheffield's Addition to Chicago in the West Half of the Southeast Quarter of Section 32, Township 30 North, Range 14, East of the Third Principal Meridian, lying Northwesteily of a line drawn perpendicular to the Northeastely line of Lots 57 to 64 through a point therein 194.50 feet Southwestely of the most Eastely corner of Lot 65 aforesaid, in Cook County, Illinois. In the manner represented on the plat heron drawn.

14-32-401-048

1966 - 1980 North Maud Street
Chicago, Illinois.

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STATE OF ILLINOIS

CLERK OF THE SUPREME COURT

IN RE: [Illegible Case Name]

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SCHEDULE 1

Lots 47 through 57 inclusive and Lots 58 through 65 inclusive in Charles H. Hapgood's Subdivision of Lot 1 and Part of Lot 2 in Block 9 in Sheffield's Addition to Chicago in the West 1/2 of the Southeast 1/4 of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Common Address: 1938 through 1980 North Maud, Chicago, Illinois

P.I.N. 14-32-401-048
14-32-401-023
14-32-401-024
14-32-401-025
14-32-401-026
14-32-401-027
14-32-401-028
14-32-401-029
14-32-401-030

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mail to:

Merle Teitelbaum Cowin
190 N. LaSalle St, Ste 2700
Chicago, IL 60601