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C. To induce the Lender to make the Loan to the Trustee and the Corporation, collectively, the "Borrower", Richard J. Burkart, individually, and Bruce E. Oehlerking, individually, have executed a joint and several personal Guaranty dated

B. The Corporation is the Beneficiary of the Trust and the general contractor constructing the Project. Bruce E. Oehlerking is the President of the Corporation and Richard J. Burkart is the Secretary of the Corporation.

A. The Lender loaned to the Corporation and the Trustee the sum of Four Million One Hundred Seventy-Five Thousand Dollars (\$4,175,000.00) (the "Loan") to acquire certain real estate located North of Irving Park Road and East of East Avenue in the Village of Streamwood, Cook County, Illinois, legally described on Exhibit A (the "Land") and for the construction of certain public improvements and residential improvements on the Land (the "Project"), as well as a Letter of Credit to guarantee completion of the public improvements.

RECITALS

This Loan Modification Agreement is made and entered at Roselle, Illinois, as of March 7th, 1990, by and among Burkart & Oehlerking, Inc., an Illinois corporation, (the "Corporation"); Harris Bank Roselle, not personally, but solely as Trustee (the "Trustee") under Trust Agreement dated January 24, 1989 and known as Trust No. 12900 (the "Trust"); Richard J. Burkart, personally and individually; Bruce E. Oehlerking, personally and individually and Harris Bank Roselle, an Illinois banking corporation (the "Lender").

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LOAN MODIFICATION AGREEMENT # 90-135013

DEPT-01 RECORDING

Re-recording for Trust Signature

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\$21.00

18666 TRAM 0341 03/27/90 14153100

COOK COUNTY RECORDER

DEPT-01 RECORDING

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(2) A Promissory Note (the "Term Note") dated April 26, 1989, in the principal amount of Seven Hundred Thirty-Five Thousand Dollars (\$735,000.00) (the "Term Indebtedness") under which the Borrower promises to pay to the Lender the said principal amount with interest accruing on the balance of the

(1) The promissory Note ("LOC Note") dated April 26, 1989, in the principal amount of Seven Hundred Forty Thousand Dollars (\$740,000.00) (the "LOC Indebtedness") under which the Borrower promises to pay to the Lender said principal amount or so much thereof as shall have been disbursed by the Lender from time to time with interest accruing on the balance of principal remaining from time to time outstanding under the LOC Note, during each calendar month at an annual rate of 2 percentage points in excess of the reference rate of interest, which is the interest rate announced by the Harris Trust and Saving Bank, Chicago, Illinois, from time to time as its prime rate, and maturing and being due and payable in full on January 27, 1990 (the "LOC Note Maturity Date").

D. On or about April 26, 1989, the parties executed the following documents Environmental Indemnity Agreement dated April 26, 1989.

April 26, 1989 to guarantee the repayment of the Loan and the performance of the Borrower's other obligations under the Loan Documents (hereinafter defined). In addition, to induce Lender to make the loan, Richard J. Burkart, individually, and Bruce E. Oehlerking, individually, and the Corporation each have executed the

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Loan Agreement, also dated April 26, 1989, by and among the Trustee, the

(5) The Notes are the Notes referred to in that certain Construction
to herein and as the "Indebtedness".

Indebtedness and the Construction Indebtedness are together sometimes referred
referred to as the "Maturity Date". The LOC Indebtedness, the Term
Note Maturity Date and the Construction Note Maturity Date are together
together referred to as the "Notes" and the LOC Note Maturity Date, the Term

(4) The LOC Note, the Term Note and the Construction Note are
and payable in full on January 27, 1990 (the Construction Note Maturity Date).

Chicago, Illinois, from time to time as its prime rate and maturing and being due
interest, which is the rate of interest announced by Harris Trust and Savings Bank,
interest rate equal to 2 percentage points in excess of the reference rate of
remaining from time to time outstanding during each calendar month at an annual
Lender from time to time with interest accruing on the balance of principal
Lender said principal amount or so much as shall have been disbursed by the
"Construction Loan Indebtedness") under which the Borrower promises to pay the
(\$2,700,000.00) evidencing a revolving construction loan up to that amount (the
in the principal amount of Two Million Seven Hundred Thousand Dollars

(3) A Promissory Note (the "Construction Note") dated April 26, 1989,
and payable in full on January 27, 1990 (the "Term Note Maturity Date").

Chicago, Illinois, from time to time as its prime rate and maturing and being due
of interest, which is the interest rate announced by Harris Trust and Saving Bank,
an annual interest rate equal to 2 percentage points in excess of the reference rate
principal remaining from time to time outstanding during each calendar month at

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E. The Notes, the Construction Loan Agreement and the Environmental Indemnity Agreement as well as the Security Agreements are hereinafter collectively referred to as the "Loan Documents" and each of the Loan Documents is expressly incorporated herein by this reference.

(6) The payment of the Notes and the performance by the Corporation of its other obligations and duties under the Construction Loan Agreement and the Environmental Indemnity Agreement are secured by (a) the personal guaranty of Richard J. Bartlett and Bruce E. Oehrling, (b) a Mortgage and Security Agreement creating a first lien upon the Land, (c) an Assignment of Rents of all Leases and Rents of the Project, (d) a Combined Security Agreement and Collateral Assignment of Beneficial Interest in the Land Trust, (e) a Chattel Mortgage Security Agreement, (f) a UCC-1 Financing Statement and UCC-2 Financing Statement, and (g) an Assignment of Plans, Specifications, Contracts and Permits, all of which are of even date having been executed and delivered to the Lender on April 26, 1989, and are hereinafter collectively referred to as the Security Agreements.

(6) The payment of the Notes and the performance by the Corporation of its other obligations and duties under the Construction Loan Agreement and the Environmental Indemnity Agreement are secured by (a) the personal guaranty of Richard J. Bartlett and Bruce E. Oehrling, (b) a Mortgage and Security Agreement creating a first lien upon the Land, (c) an Assignment of Rents of all Leases and Rents of the Project, (d) a Combined Security Agreement and Collateral Assignment of Beneficial Interest in the Land Trust, (e) a Chattel Mortgage Security Agreement, (f) a UCC-1 Financing Statement and UCC-2 Financing Statement, and (g) an Assignment of Plans, Specifications, Contracts and Permits, all of which are of even date having been executed and delivered to the Lender on April 26, 1989, and are hereinafter collectively referred to as the Security Agreements.

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Agreement shall be extended from January 24, 1990 to July 31, 1990.

5. The Completion Date for the Project as set forth in the Construction Loan

from January 27, 1990 to July 31, 1990.

4. The Maturity Date set forth on the Construction Note shall be extended

January 27, 1990 to July 31, 1990.

3. The Maturity Date set forth on the Term Note shall be extended from

1990 to July 31, 1990.

2. The Maturity Date on the LOC Note shall be extended from January 27,

Modification Agreement:

1. The matters set forth in the Recitals are expressly made a part of this Loan

agree as follows:

the receipt and sufficiency of which is expressly and irrevocably acknowledged, the parties

mutual promises hereinafter set forth, and for other good and valuable considerations,

NOW, THEREFORE, in consideration in the matters set forth in the Recitals, the

that the Borrower be given more time to complete the Project.

have determined that it is in their mutual best interest that the Notes be extended and

indebtedness been paid in full by the Maturity Date, but the Borrower and the Lender

H. The Project has not been completed by the Completion Date nor has the

extended by the Lender or otherwise modified by the Lender.

G. Some or all of the Loan Documents provide that the Loan may be

the Loan Documents.

Richard J. Burkart, Bruce E. Gehlert, or any of them, to the Lender under any of

F. "Liabilities" means all of the obligations of the Corporation, the Trustee,

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of the extension of the Maturity Date and the Completion Date to July 31, 1990, remain in full force and effect, and each Guarantor does hereby consent to the granting that this position as a guarantor has not changed and that his personal Guaranty shall material and relevant to the Project and the Loan, and has determined to his satisfaction progress of the Project, the financial condition of the Corporation and all other matters collectively, and that each has examined the status of the payment of the Loan, the way released the guarantors, or either of them, individually, jointly, severally or as a defense in any cause of action to enforce the Guaranty that the extension in any and also the Completion Date of the Project and each is hereby estopped from raising this agreement does hereby consent to the extension of the Maturity Date of each Note any or all of the Loan Documents, and specifically each of the guarantors by executing any liability to perform each and every duty and obligation it or he may have under any of the parties hereto or any of the parties under any of the Loan Documents from nothing contained herein shall in any way modify the Liabilities, or in any way release of the Maturity Date and the Completion Date, shall remain in full force and effect and all of the other terms and conditions of the Loan Documents, except for the extension It is mutually understood and agreed by each of the parties hereto that

7. The Construction Loan Agreement shall also have an allonge appended to it reflecting an amended Completion Date for the Project shall be July 31, 1990.

6. The Notes, each of which is captioned "Mortgage Note", shall each be modified to be called simply "Business Note" and each such Note shall have appended to it an allonge reflecting that the amended Maturity Date for each shall be July 31, 1990.

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modified in writing duly executed by all of the parties.

agreements have been merged in the Loan Documents and/or herein, which can only be

of the Completion Date set forth hereinabove and all prior discussions, negotiations and

expression of the parties except for the extension of the Maturity Date and the extension

11. The terms and conditions of the Loan Documents are the final written

Documents.

of the rights and remedies available to the Lender under any one or more of the Loan

as the Lender determines to be the most favorable to the Lender without waiving any

effect whichever terms in each one or more of the Loan Documents and this Agreement

Loan Documents or any of them and this Agreement, Lender shall have the right to

10. In the event there is any conflict among the terms and provisions of the

may require.

d. Such further documents and the assurances as the Lender, or its counsel

premises.

may require to insure the Mortgage and Security Agreement as the first lien upon the

c. Such further documents and assurances as Chicago Title Insurance Company

respectively this Agreement.

authorizing the president and secretary of the Corporation to execute and attest

approved by the Lender's counsel authorizing the modification of the Loan and

b. The Corporation shall deliver to Lender corporate resolutions in a form

by the Lender.

a. The extension shall not become effective unless this Agreement is executed

9. Conditions Precedent

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12. Should any provision of this Agreement be adjudged to be unenforceable, this Agreement shall, at the Lender's election, be deemed to automatically reformed to the extent possible to render it enforceable and, in any event, the invalidity or unenforceability of one provision of this Agreement shall not affect or impair the validity and enforceability of any of the remaining provisions of this Agreement or the validity or enforceability of the Loan Documents.

13. The singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all gender and the description of the party is used in each document shall apply to that same party for all of the Loan Documents and this Agreement.

14. Time is of the essence of this Agreement. All times herein specified are in each case firm and shall not be extended without Lender's approval. The Borrower shall not be entitled to any extension or reason of delays caused by acts of God or public authority or for any reason whether or not beyond the control of any of the parties hereto, without Lender's approval.

IN WITNESS WHEREOF the Lender and the Borrowers have caused this Loan Modification Agreement to be executed on this 11 day of March, 1990.

Burkart and Oehlerking, Inc.
By: Bruce Oehlerking
President

Attest:
[Signature]
Secretary

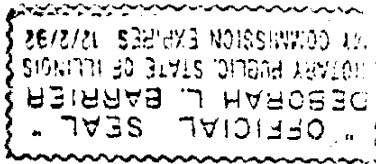
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Notary Public

Deborah L. Barrier

1990

GIVEN under my hand and Notarial Seal this 13th day of March

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Bruce E. Oehlerking, President of Burkart and Oehlerking, Inc., an Illinois corporation, duly authorized business in the State of Illinois, and Richard J. Burkart, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this date in person and severally acknowledged that they signed and delivered the said instrument as President and Secretary of said corporation, pursuant to authority given by the Board of Directors of said corporation, as their own free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

COUNTY OF DU PAGE)

SS:)

STATE OF ILLINOIS)

Bruce E. Oehlerking, individually

Bruce E. Oehlerking

Richard J. Burkart, individually

Richard J. Burkart

Title: Asst Secy

Attest:

Title: Notary

By: *Deborah L. Barrier*

Harris Bank Roselle, not personally or individually, but solely as Trustee under Trust Agreement dated January 24, 1989 and known as Trust No. 12900

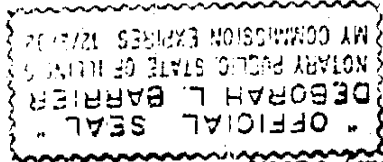
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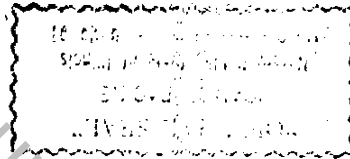
Notary Public

Deborah L. Barrier

Given under my hand and official seal, this 13th day of March, 1990.

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

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
SS:)



Notary Public

Harris Bank Roselle

GIVEN under my hand and Notarial Seal this 13th day of March, 1990.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that the above named Vice-President -- Trust Officer of Harris Bank Roselle and the above named Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President -- Trust Officer and Assistant Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the aid instrument as their own free and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his own and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
SS:)

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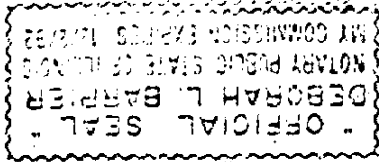
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Notary Public

Deborah L. Barber

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bruce E. Oehlerting, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 13th day of March, 1990.

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
SS:)

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10/20/2012

11/01/2012