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## FIRST AMENDMENT TO CONSTRUCTION LOAN DOCUMENTS FOR THE SHAKESPEARE CARCARE CENTER

141 THIS FIRST AMENDMENT TO CONSTRUCTION LOAN DOCUMENTS FOR THE  
142 SHAKESPEARE CARCARE CENTER (this "Amendment") made as of the 29th day of  
143 June, 1990, by and between OHELLO ASSOCIATES LIMITED PARTNERSHIP, an Illi-  
144 nois limited partnership ("Borrower"), AMERICAN NATIONAL BANK AND TRUST  
145 COMPANY OF CHICAGO, not personally, but as trustee under Trust Agreement dated  
146 March 23, 1988, and known as Trust No. 104975-01 ("Trustee") and AMERICAN  
147 NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Lender"). \* - 90 - 395555  
COOK COUNTY RECORDER

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### WITNESSETH:

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152 WHEREAS, Borrower, Trustee and Lender entered into that certain Construction  
153 Loan Agreement dated as of March 27, 1989, as amended by that certain letter agree-  
154 ment dated March 27, 1989, executed by Lender and accepted by Borrower (said Con-  
155 struction Loan Agreement and letter agreement, as amended hereby and as the same  
156 may be amended from time to time, shall be hereinafter collectively referred to as the  
157 "Loan Agreement");

159 WHEREAS, pursuant to the Loan Agreement, the Trustee executed and delivered  
160 to Lender that certain Note (as defined in the Loan Agreement), which Note is secured  
161 by, among other things, (i) that certain Construction Mortgage dated as of March 27,  
162 1989, executed by the Trustee and recorded in the Recorder's Office of Cook County,  
163 Illinois (the "Recorder's Office"), on April 4, 1989, as Document No. 89146984 (said Con-  
164 struction Mortgage, as amended hereby and as the same may be amended and supple-  
165 mented from time to time, is herein called the "Mortgage"), which Mortgage encum-  
166 bers, among other things, the Land (as defined in the Mortgage) legally described in Ex-  
167 hibit A attached hereto and made a part hereof, and (ii) that certain Collateral Assign-  
168 ment of Leases and Rents dated as of March 27, 1989, executed by Borrower and the  
169 Trustee and recorded in the Recorder's Office on April 4, 1989, as Document  
170 No. 89146985 (said Collateral Assignment of Leases and Rents, as amended hereby and  
171 as the same may be amended and supplemented from time to time, is herein called the  
172 "Assignment of Leases");

174 WHEREAS, Borrower has requested a six month extension of the Maturity Date  
175 (as defined in the Loan Agreement);

177 WHEREAS, Borrower and Lender desire to amend the Loan Agreement, the Mort-  
178 gage, the Assignment of Leases and each of the other Loan Documents (as defined in  
179 the Loan Agreement) to extend the Maturity Date.

181 NOW, THEREFORE, in consideration of the foregoing and of the covenants and  
182 agreements contained herein and for other good and valuable consideration, the receipt  
183 and sufficiency of which are hereby acknowledged, Borrower, Trustee and Lender  
184 hereby agree as follows:

186 1. Definitions. All capitalized terms not otherwise defined herein shall have  
187 the same meaning given them in the Loan Agreement.

189 2. Borrower's Representations. Each of the foregoing recitals is true and  
190 correct and all of the representations and warranties in the Loan Agreement, the Note,  
191 the Mortgage, the Assignment of Leases and the other Loan Documents are true and  
192 complete on the date hereof in all material respects with the same force and effect as  
193 if made on such date. Borrower represents and warrants that as of the date hereof,  
194 neither Borrower nor Trustee have any offsets or defenses to any amounts due under  
195 the Note or to any obligations under the Loan Agreement, the Note, the Mortgage, the  
196 Assignment of Leases or any of the other Loan Documents and that the Loan Agree-  
197 ment, Note, Mortgage, Assignment of Leases and the other Loan Documents are all in  
198 full force and effect.

200 3. Incorporation of Recitals. The foregoing recitals are hereby made a part  
201 hereof with the same force and effect as if repeated herein at length.

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204 4. Extension of Maturity Date. The Loan Agreement, Note, Mortgage,  
205 Assignment of Leases and all of the other Loan Documents are hereby amended to  
206 extend the Maturity Date from June 30, 1990, to December 31, 1990.

208 5. Loan Extension Fee. Concurrently with the execution hereof and in con-  
209 sideration for Lender granting said extension, Borrower shall pay Lender a loan exten-  
210 sion fee in the amount of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00).

212 6. Expenses. Borrower shall pay Lender's out-of-pocket expenses, including  
213 fees for documentation, recording costs and filing fees, and will reimburse Lender for  
214 all attorney's fees incurred in connection with this transaction.

216 7. References in Loan Documents. All references to any of the other Loan  
217 Documents in any of the Loan Documents shall be deemed to refer to such Loan Docu-  
218 ments as the same have been amended hereby.

220 8. Loan Documents Otherwise Unaltered. Except as amended hereby, the  
221 terms and provisions of the Loan Documents shall be and remain unchanged and in full  
222 force and effect in accordance with their respective terms and are hereby ratified and  
223 confirmed.

225 9. Exculpation of Trustee's Liability. This First Amendment is executed by  
226 the undersigned Trustee, not personally, but as trustee as aforesaid in the exercise of  
227 the power and authority conferred upon and vested in it as such trustee, and is payable  
228 only out of the assets of the Trust Estate held under the Trust Agreement, including the  
229 Land. No personal liability shall be asserted or be enforceable against the Trustee,  
230 because or in respect of this First Amendment or the making, issue, transfer or  
231 enforcement hereof, all such liability of the Trustee, if any, being expressly waived by  
232 Lender, and the sole remedies of Lender against the Trustee shall be as provided in the  
233 Loan Documents and any other documents given to secure the Note, in accordance with  
234 the terms and provisions contained therein, and/or by action to enforce the personal  
235 liability of Borrower or the personal liability of the Guarantors under the Guaranty for  
236 the payment of all amounts due and performance of all obligations required under this  
237 First Amendment.

239 10. Exculpation of Borrower's Liability. Neither Borrower nor its general or  
240 limited partners shall be personally liable by reason of any default in the payment of  
241 the Note or the performance of any obligations under this First Amendment or the  
242 other the Loan Documents, and Lender agrees to look solely to the Premises and to any  
243 other collateral herewith or hereafter pledged to secure the Note by the Trustee, Bor-  
244 rower or any other party for the payment of any amount due under the Note, the Mort-  
245 gage or any of the other Loan Documents; provided, however, that nothing contained in  
246 this Section 10 shall:

249 (a) limit or be construed to limit or impair the enforcement against  
250 the Premises and any other security so mortgaged and pledged of the rights and  
251 remedies of Lender under the Note, the Mortgage or any of the other Loan Docu-  
252 ments, or

254 (b) In any way impair the personal liability of Borrower or its general  
255 or limited partners:

258 (i) for misappropriation of funds,

260 (ii) for fraudulent acts or omissions respecting the Loan  
261 or the operation of the Premises,

263 (iii) for willful misrepresentation,

265 (iv) for willful damage to the Premises,

267 (v) for the indebtedness evidenced by the Note to the  
268 extent of all gross income collected after Lender  
269 declares a Default under any of the Loan Documents  
270 or accelerates the Note which is not applied in pay-  
271 ment of the indebtedness evidenced by the Note or  
272 expended in connection with the operation of the  
273 Premises in the ordinary course of business,

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(vi) for failure to pay taxes or other charges which can create a lien on the Property or for failure to pay insurance premiums, or

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(vii) for all Proceeds and Awards which are not applied in accordance with the provisions of the Loan Agreement, Mortgage or any of the other Loan Documents, or

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(c) in any way limit the personal liability of the Guarantors under the Guaranty, or

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(d) in any way limit the personal liability of Borrower or the Guarantors under the Environmental Indemnity.

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11. Counterparts. This First Amendment may be executed in one or more counterparts, each of which together shall constitute one original instrument.

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IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be executed as of the day and year first above written.

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**LENDER:**

**BORROWER:**

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

OTHELLO ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership

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By: [Signature]  
Name: Michael P. Ricciardi  
Title: Second Vice President

By: **RONNIE'S GARAGE CORP.,**  
an Illinois corporation  
General Partner

312  
313  
314

By: [Signature]  
Name: Ronald B. Grals  
Title: President

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**THE TRUSTEE:**

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

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(SEAL)

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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ATTEST: [Signature]  
Name: \_\_\_\_\_  
Title: ASSISTANT SECRETARY

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334 STATE OF ILLINOIS )  
335 ) SS.  
336 COUNTY OF COOK )

339 I, Patricia A. Kustec the undersigned, a Notary Public, in  
340 and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael J.  
341 Rejold Second Vice President of AMERICAN NATIONAL BANK AND TRUST  
342 COMPANY OF CHICAGO, who is personally known to me to be the same person whose  
343 name is subscribed to the foregoing instrument as such Second Vice President, appeared  
344 before me this day in person and acknowledged that he/she signed and delivered said  
345 instrument as his/her own free and voluntary act and as the free and voluntary act of  
346 said Bank, for the uses and purposes therein set forth.

348 GIVEN under my hand and Notarial Seal this 9th day of August, 1990.

352 Patricia A. Kustec  
353 Notary Public  
354 My Commission Expires: \_\_\_\_\_



361 STATE OF ILLINOIS )  
362 ) SS.  
363 COUNTY OF COOK )

366 I, Deborah A. ZAHAR, a Notary Public, in and for said County,  
367 in the State aforesaid, DO HEREBY CERTIFY that Ronald B. Grals is personally known  
368 to me to be the same person whose name is subscribed to the foregoing instrument as  
369 President of Ronnie's Garage Corp., an Illinois corporation, general partner of Othello  
370 Associates Limited Partnership, an Illinois limited partnership, appeared before me this  
371 day in person and acknowledged that he signed and delivered said instrument as his own  
372 free and voluntary act and as the free and voluntary act of said Corporation for the  
373 uses and purposes therein set forth.

375 GIVEN under my hand and Notarial Seal this 29 day of June, 1990.

379 Deborah A. Zahar  
380 Notary Public  
381 My Commission Expires: \_\_\_\_\_



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387 STATE OF ILLINOIS )  
388 ) SS.  
389 COUNTY OF COOK )

KULA DAVIDSON

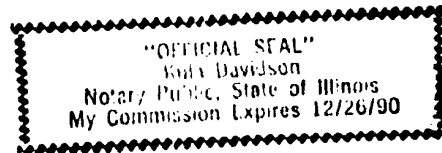
392 I, \_\_\_\_\_, a Notary Public in and for said County,  
393 in the State aforesaid, DO HEREBY CERTIFY that Peter Johansen  
394 Vice President of American National Bank and Trust Company of Chicago, a national  
395 banking association, personally known to me to be acting not personally, but as trustee  
396 under the Trust Agreement dated March 23, 1988, and known as Trust No. 104975-01,  
397 and Alta M. Lukus, Trust Officer of said Bank/Trust  
398 Company, are personally known to me to be the same persons whose names are sub-  
399 scribed to the foregoing instrument as such Vice President and Trust Officer, respec-  
400 tively, appeared before me this day in person and acknowledged that they signed and  
401 delivered said instrument as their own free and voluntary act and as the free and volun-  
402 tary act of said Bank/Trust Company, as Trustee as aforesaid, for the uses and purposes  
403 therein set forth; and said Trust Officer then and there acknowledged that he, as custo-  
404 dian of the corporate seal of said Bank/Trust Company, did affix the corporate seal of  
405 said Bank/Trust Company to said instrument as his own free and voluntary act and as  
406 the free and voluntary act of said Bank/Trust Company, as Trustee as aforesaid, for the  
407 uses and purposes therein set forth.

AUG 9 1990

409 GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of June, 1990.

413  
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415 My Commission Expires: \_\_\_\_\_

Kula Davidson  
Notary Public



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## EXHIBIT A

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## THE LAND

427 **PARCEL 1:**

429 LOTS 1 AND 2 IN BLOCK 3 IN WILLIAM F. DOMINICK'S SUBDIVISION OF LOTS 1, 2  
430 AND 3 IN BLOCK 14 IN SHEFFIELDS ADDITION TO CHICAGO IN SECTION 32, TOWN-  
431 SHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
432 COUNTY, ILLINOIS;

434 **PARCEL 2:**

436 LOTS 11 AND 12 IN BLOCK 3 IN DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 IN  
437 BLOCK 14 IN SHEFFIELD ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTH  
438 WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD  
439 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

441 **PARCEL 3:**

443 LOTS 13 TO 18, BOTH INCLUSIVE IN BLOCK 3 IN DOMINICK'S SUBDIVISION OF LOTS  
444 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTH  
445 WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD  
446 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

448 **COMMONLY KNOWN AS:** 2118-20 NORTH SOUTHPORT AVENUE AND 1415-31 WEST  
449 SHAKESPEARE AVENUE, CHICAGO, ILLINOIS.

451 **P.I.N.:** 14-32-123-036/016/015/038

455 **THIS DOCUMENT WAS PREPARED BY**  
456 **AND SHOULD BE RETURNED TO:**

458 Ilse S. Meltzer, Esq.  
459 Rudnick & Wolfe  
460 203 North LaSalle Street, Suite 1800  
461 Chicago, Illinois 60601



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