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BOX 333 - TH

COOK COUNTY ILLINOIS

THIS INSTRUMENT PREPARED BY:
Michael J. Torchalski
Hinshaw, Culbertson, Moelmann,
Hoban & Fuller
222 N. LaSalle Street
Chicago, Illinois 60601

1991 AUG 13 PM 1:43

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AFTER RECORDING RETURN TO:
Ms. Harriet Hartig
Aetna Bank
2401 N. Halsted Street
Chicago, IL 60614

EXTENSION AND MODIFICATION AGREEMENT

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THIS AGREEMENT made this 17th day of JULY, 1991 ("Date Hereof"), but effective as of January 1, 1991 ("Effective Date"), among GREGORY R. UEBEL ("Borrower"), and AETNA BANK, an Illinois banking corporation ("Lender").

RECITALS:

A. Lender is the legal owner and holder of a Mortgage Note dated December 21, 1989 ("Note"), executed and delivered by Borrower in favor of Lender, in the principal amount of ONE HUNDRED SEVENTY SEVEN THOUSAND AND NO/100 DOLLARS (\$177,000.00) ("Original Principal Balance"), which provides, among other things, for the payment of the unpaid principal balance and all accrued interest thereon and other sums due to Lender on January 1, 1991 ("Original Payment Date").

B. Note is secured by a Construction Mortgage and Security Agreement of even date with Note, conveying the land and improvements commonly identified as 954 N. Honore Street, Chicago, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof ("Land and Improvements"), recorded in the office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") as Document Number 90027332 ("Mortgage"), and "Other Loan Documents" (as such term is defined in Mortgage) (Mortgage and Other Loan Documents are collectively the "Security Documents").

C. Pursuant to that certain Extension and Modification Agreement dated January 16, 1991 by and among Borrower and Lender ("Modification Agreement"), it was mutually agreed that the Original Payment Date would be extended and deferred to October 1, 1991 ("Extended Payment Date").

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D. Borrower has requested and Lender has agreed that the Extended Payment Date be deferred and that the Note and Security Documents be modified in certain respects and pursuant to the terms and conditions of a real estate loan Modification Agreement dated June 5, 1991 among Lender and Borrower (for convenience, hereinafter referred to as "Commitment") which Commitment is, by this reference, incorporated herein as an integral and sustaining part hereof. Lender has agreed to increase the Original Principal Balance by FORTY THREE THOUSAND AND NO/100 DOLLARS (\$43,000.00) and to defer the Extended Payment Date to December 31, 1991, and to modify the Note and Security Documents upon the terms and conditions hereafter set forth. The increase in loan proceeds evidenced hereby shall, upon disbursement, be used solely for purposes set forth in the Commitment, and for no other purpose whatsoever.

E. Lender has conditionally agreed to provide certain additional financing (hereinafter defined and referred to as "Take-Out Financing"), on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the payments made and to be made by Borrower, as hereinafter provided, and the performance of the terms, covenants, conditions and agreements hereafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. INTEGRATION OF RECITALS: Each of the foregoing Recitals is hereby incorporated as an integral part hereof. All terms capitalized herein, unless specifically defined herein, shall be deemed to have the same meanings ascribed to them in the Note and Security Documents.

2. WARRANTIES AND REPRESENTATIONS: Borrower warrants and represents as follows (collectively "Warranties and Representations"):

- (a) the execution and delivery of Note and Security Documents were duly authorized;
- (b) Note and Security Documents, and each of the terms, covenants, conditions and agreements contained therein, are in full force and effect, are the valid and legally binding obligations of Borrower, enforceable against Borrower in accordance with their terms. The execution and delivery of this Agreement and compliance with the provisions of the Note and Security Documents, as hereby amended, do not and will not conflict with or constitute a breach or violation of or default under any agreement or other instrument to which Borrower is

a party, or by which Borrower is bound, or to which any of Borrower's properties are subject, or any existing law, administrative regulation, court order or consent decree to which they are subject;

- (c) no person, firm or corporation has or claims any interest in Land and Improvements which does not appear in loan policy Number 7236388 dated January 18, 1990, issued by CHICAGO TITLE INSURANCE COMPANY ("Loan Policy") (other than tenants of Land and Improvements identified on the rent roll attached hereto and made a part hereof as Exhibit "B", pursuant to their respective leases ["Leases"]), nor is there any unrecorded deed, deed of trust, mortgage or other conveyance or any undelivered bill of sale, assignment or instrument of transfer relating thereto;
- (d) no part of Land and Improvements is in receivership nor is any application for receivership pending and no petition in bankruptcy has been filed by or against Borrower;
- (e) the undersigned has not received notice of, and have no knowledge of, (i) any proceedings, whether actual, pending or threatened, for the taking under the power of eminent domain or any similar power or right, of all or any portion of the Land and Improvements, or of any other collateral security for the loan evidenced and secured by the Security Documents; or (ii) any damage to or destruction of any portion of the Land and Improvements or such other property; or (iii) any zoning, building, fire or health code violations in respect of the Land and Improvements which have not theretofore been corrected;
- (f) No litigation and no arbitration, quasi-judicial or administrative proceedings are pending or threatened against Borrower or the Land and Improvements, or which would upon resolution thereof, materially adversely affect the ability of Borrower to repay all sums due or becoming due Lender, or otherwise perform all obligations in the Note and Security Documents, as hereby amended;
- (g) the only parties entitled to possession of Land and Improvements, or any part thereof, are Borrower and tenants pursuant to Leases;
- (h) all real estate taxes heretofore assessed against the Land and Improvements have been paid in full,

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with the exception of second installment 1990 real estate taxes which are not yet due and payable;

(i) there are no agreements, state of facts or circumstances presently existing which, with or without the service of notice, passage of time, or both, would grant to Borrower the right to refuse to make or delay the payments or otherwise perform the terms, covenants, conditions and agreements required pursuant to Note and Security Documents, which are free from all legal and equitable defenses, offsets and counterclaims;

(j) for purposes of the Illinois Responsible Property Transfer Act, Illinois Revised Statutes, Chapter 30, Section 901 et seq ("RPTA"), this transaction is RPTA exempt because the Land and Improvements do not:

(i) contain one or more facilities which are subject to reporting under Section 312 of the federal Emergency Planning and Community Right-to-Know Act of 1986, and federal regulations promulgated thereunder; or

(ii) have underground storage tanks which require notification under Section 9002 of the Solid Waste Disposal Act, as amended (42 U.S.C. 6991).

Accordingly, the disclosure document mandated by RPTA is not required.

3. ACKNOWLEDGMENT OF AMOUNTS DUE AS OF EFFECTIVE DATE AND DATE HEREOF: Borrower acknowledges that as of the Effective Date and the Date Hereof, the unpaid principal balance due Lender is \$ 150,137.88. Borrower hereby acknowledges and unequivocally admits the foregoing sum to be unconditionally due and owing, and that the Lender's right to recover same is free from all factual, legal and equitable defenses whatsoever.

4. MODIFICATIONS: As of Effective Date, Note and Security Documents are hereby modified as follows:

(a) The Original Principal Balance is hereby increased to TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00). Whenever and wherever the words and figures ONE HUNDRED SEVENTY SEVEN THOUSAND AND NO/100 DOLLARS (\$177,000.00) appear in Note and Security Documents, the same are hereby deleted and the words and figures TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00) are substituted in lieu thereof;

- (b) The Extended Payment Date is extended to December 31, 1991, ("Final Maturity Date");
- (c) No late payment charge shall be applied to payment made on account of interest due on the principal balance from the Effective Date to the Date Hereof, and interest at the default interest rate shall not be charged on the unpaid principal balance from the Effective Date to the Date Hereof, PROVIDED, HOWEVER, that the Late Charge and Default Interest provisions contained in Note shall remain in full force and effect following the Date Hereof.

5. SPECIAL LOAN PROVISIONS: The following supplemental provisions are hereby added, wherever appropriate, to the Note and Security Documents, and are specifically intended to be self executing, and shall not be subject to any notice, cure or grace periods generally provided in the Note or Security Documents.

- (a) Borrower shall promptly commence and diligently complete construction and renovation of the Improvements on or before December 31, 1991 ("Completion Date"), time being of the essence and force majeure notwithstanding. The Improvements shall be completed in strict conformity with the plans and specifications heretofore delivered to and approved by Lender in a good and workmanlike manner, and without violation of applicable laws, regulations and building code requirements. In the event Borrower or Borrower's contractors or subcontractors do not comply with the foregoing timetable, and as a result construction is not complete on or before its scheduled Completion Date, time being of the essence and force majeure notwithstanding, such noncompliance and noncompletion shall be deemed an event of default under the Note and Security Documents.
- (b) Borrower represents, warrants and agrees that the budget attached hereto as Exhibit "B" ("Budget") truly and accurately reflects a reasonable estimate of all costs which will be incurred to complete construction and renovation of the Improvements in accordance with the plans and specifications previously submitted to Lender, and applicable laws and building code requirements ("Budget Costs"). If Lender, in its unreviewable business judgment, determines at any time during administration of the Loan that the actual cost of any line item on the Budget exceeds the amount specified therein for such item, and if, after giving effect to the balance due and owing under the Budget, the amount remaining to

be disbursed on account of the loan proceeds (excluding, however, retainages for taxes, debt service, contingency reserve and costs and expenses incurred by Lender in documenting and administering the loan) is insufficient to pay all remaining construction costs, then Lender shall so notify Borrower and Borrower shall (within five [5] days) deposit with Lender such sum as is necessary to bring the Budget in balance with remaining loan proceeds ("Deficiency"). Failure to pay or deposit with Lender the amount of any Deficiency shall be deemed an event of default under the Note and Security Documents. Any Deficiency deposited with Lender shall not bear interest and shall be disbursed on a "first dollar" basis, prior to disbursement of loan proceeds.

- (c) The Note and Security Documents shall be deemed to include and incorporate by reference, where appropriate, each of the Loan Conditions set forth in the Commitment ("Loan Conditions"). Nonperformance by Borrower of any Loan Condition within the time periods prescribed in the Commitment, time being of the essence, shall be deemed an event of default under the Security Documents. If, and to the extent that any Loan Conditions are inconsistent with the express provisions of this Agreement, then Lender, in its sole discretion, may elect which shall prevail.
- (d) Except for retainages for taxes, debt service, contingency reserve and costs and expenses incurred by Lender in documenting and administering the Loan, all disbursements of Loan proceeds shall be disbursed through the Construction Loan Escrow Trust heretofore established with Chicago Title & Trust Company. Lender shall not be required to advance funds for services, labor or materials until such services or labor has actually been performed, and such materials have actually been installed in a good and workmanlike manner, and approved by Lender's inspecting engineer. Thereupon, the following conditions precedent to disbursement shall be applicable:
- (1) The Borrower shall have furnished the Lender duplicate original owner's and contractor's sworn statements listing all contracts let with contractors, subcontractors, materialmen and suppliers who have performed services or furnished materials, or are to perform services or furnish materials in the construction and

equipping of the Improvements, which statements shall set forth in such form and detail as may be required by the Lender, the work performed or to be performed and/or materials supplied or to be supplied, the amounts paid, the amounts due thereon, and the balance to become due, together with waivers of lien to date.

- (2) The Borrower shall have met, to date, all of the requirements of the Construction Escrow Agreement.
- (3) The Lender is in receipt of a written request for an advance indicating the Budget Costs paid and to be paid, in itemized and cumulative form, the aggregate cost to Borrower of all Budget Costs incurred or actually expended by Borrower on account thereof, together with supporting bills, invoices or vouchers ("Request for Advance").
- (4) The Lender shall have received the report of its inspecting engineer approving Borrower's Request for Advance.
- (5) The Lender is in receipt of a current date endorsement to Title Policy, increasing the amount of coverage to the total amount of Loan proceeds disbursed and outstanding (including the pending Request for Advance), and insuring the priority of the Mortgage over unfiled mechanics' liens attributable to work performed as of the date of the current disbursement.

6. TAKE-OUT FINANCING: On the Final Maturity Date, and provided that there shall have been no default under the Note and Security Documents as now or heretofore amended, Lender shall provide and Borrower shall accept financing on the following terms and conditions ("Take-Out Financing"):

- a) principal amount: \$220,000
- b) maturity date: June 30, 1992
- c) amortization period: 30 years
- d) loan type: one year adjustable rate mortgage, with interest rate caps of 2% per year and 7% over the term of loan;
- e) Interest rate: 350 basis points (3.50%) above the weekly average yield on United States Treasury securities adjusted to a constant maturity of one (1) year, rounded to the nearest one-eighth of a percent (.125%).

Borrower shall execute Lender's customary form of mortgage note evidencing Take-Out Financing, which shall be deemed secured by the Security Documents. Lender's obligation to provide Take-Out Financing shall be rendered unenforceable if, as of the Final Maturity Date, any Representation or Warranty contained herein or in Note or Security Documents was, is or becomes untrue to any extent deemed material by Lender, or if Borrower shall have defaulted in the payment or performance of any obligation applicable to them pursuant to the Note and Security Documents, as now or heretofore amended.

7. WAIVER OF CERTAIN RIGHTS: Borrower agrees that in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, including the forbearance by Lender from exercising the rights and remedies otherwise available to it under the Note and Security Documents, the receipt and adequacy of which are freely acknowledged, that in the event Borrower shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code (the "Code"), or in the event that any involuntary petition is filed against Borrower under any section or chapter of the Code, Lender shall thereupon be entitled to immediate relief from the automatic stay imposed by Section 362 of the Code, or otherwise, or against the exercise of the rights and remedies otherwise available to Lender as herein, and in the Note and Security Documents and by law provided. Trust and Borrower agree for themselves and on behalf of their respective bankruptcy estates and bankruptcy trustees, not to allege, assert or interpose any objections or legal or equitable defenses to the unconditional right of immediate relief from the automatic stay hereby granted Lender.

8. WAIVER OF REDEMPTION RIGHTS: To the full extent permitted by law, Borrower as "Mortgagor" hereby expressly waives any and all statutory right of redemption on his own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to Mortgaged Premises subsequent to December 21, 1989, it being the intent of Mortgagor hereby that any and all such statutory rights of redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the fullest extent permitted by law, the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives any and all right to have the assets subject to the lien of this Mortgage marshalled upon any foreclosure or sale. The Mortgagor hereby fully and absolutely waives and releases all rights and claims the Mortgagor may have in and to the Premises as a homestead exemption or other exemption under and by virtue of any act of Illinois now existing or which may hereafter be passed in relation thereto.

9. ADDITIONAL PROVISIONS: Concurrently with the execution hereof:

(a) Borrower shall deliver to Lender a satisfactory endorsement to Loan Policy insuring the continued validity and priority of the lien of Mortgage, following the recording of this Agreement (subject only to the lien of the real estate taxes not yet due and payable and to other matters approved by Lender and set forth on Schedule B of Loan Policy), and confirming all endorsements thereto.

(b) Borrower shall pay all title and recording charges and other costs and expenses (including attorneys' fees) incurred by Lender by reason of the matters specified herein and the preparation of this Agreement and all other documents necessary and required to effectuate the provisions hereof.

10. UNCONDITIONAL OBLIGATIONS: All obligations of Borrower pursuant hereto shall be unconditional and may be fully enforced against Borrower in legal proceedings without any requirement that any other party be joined as a party defendant in such proceedings.

11. FAILURE OR DELAY: No failure by Lender to exercise, or delay by Lender in exercising, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement, Note, Security Documents are cumulative and not exclusive of each other or of any right or remedy provided by law or in equity. No notice to or demand upon Borrower, in any instance, shall, in itself, entitle Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Lender to any other or further action in any circumstance without notice or demand.

12. EFFECT OF AGREEMENT: Borrower acknowledges that:

- (a) he has thoroughly read and reviewed all terms and provisions of this Agreement and are familiar with the same;
- (b) all terms and provisions contained herein are clearly understood by Borrower and are fully and unconditionally consented to by him;
- (c) he has had full benefit and advice of counsel of his own selection or the opportunity to obtain the benefit and advice of counsel of his own selection

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with regard to understanding the terms, meaning and effect of this agreement;

- (d) they have executed this Agreement freely, voluntarily, with full knowledge and without duress and in executing this Agreement, Trust and Borrower have relied on no other representations, either written or oral, express or implied, made to Borrower by any other party hereto; and
- (e) the consideration received by Borrower hereunder is actual and adequate.

13. RELEASE: As additional consideration for the forbearance of Lender evidenced by this Agreement, Borrower hereby release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, assigns and all persons, firms and corporations acting in its behalf, of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Borrower may now have or claim to have against Lender as of the Date Hereof and whether presently known or unknown and of every nature and extent whatsoever on account of or in any way concerning, arising out of or founded upon the Note, Security Documents and Commitment, as modified hereby, including, but not limited to, all such loss or damage of any kind heretofore sustained or which may arise as a consequence of the transactions between Borrower and Lender to and including the Date Hereof, and this release and covenant by Borrower is contractual and not a mere recital and Borrower and Lender acknowledge and agree that no liability whatsoever is admitted by Borrower or Lender, except for the indebtedness of Borrower due and owing to Lender pursuant to the Note and Security Documents, as modified hereby, and that all agreements and understandings among Borrower and Lender are expressed and embodied in the Note, Security Documents, and Commitment as modified hereby.

14. NOTICES: All notices to be served pursuant hereto shall be deemed properly delivered if delivered personally or by Federal Express or comparable "over-night" courier service (which shall be deemed received on the date of delivery thereof), or served by United States certified or registered mail, postage prepaid (which shall be deemed received on the third [3rd] business day following the postmark date thereof), to Trust, Borrower and Lender at the addresses set forth below or to such other addresses as Borrower and Lender may direct in writing:

If to Borrower, at 954 N. Honore Street, Chicago, Illinois 60622.

If to Lender, at 2401 N. Halsted Street, Chicago, Illinois 60614.

15. WHEN EFFECTIVE: This Agreement shall become effective as of Effective Date, concurrently with the execution and delivery hereof by Lender and Borrower and upon performance by Borrower of all of the terms, covenants, conditions and agreements required pursuant hereto provided that no event of Default as contemplated in the Mortgage is associated between the Effective Date and the Date Hereof.

16. GOVERNING LAW: This Agreement has been negotiated, executed and delivered at Chicago, Illinois and shall be construed in accordance with the laws of the State of Illinois.

17. CONSTRUCTION: This Agreement shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that both Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the others in entering into this Agreement.

18. DEFINED TERMS: All terms defined in the Note and Security Documents, whenever and wherever used herein, shall be deemed to have the same meaning as in the Note and Security Documents.

19. GENDER: All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

20. ENTIRE AGREEMENT: Borrower and Lender each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Agreement, Note, and Security Documents, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Trust, Borrower and Lender and, except to the extent modified herein, the provisions of Note, Loan Agreement, and Security Documents are hereby ratified and confirmed.

21. BENEFIT: Except as provided herein, this Agreement shall be binding upon and shall inure to the benefit of Borrower and Lender, their respective successors, assigns, grantees and legal representatives.

IN WITNESS WHEREOF, Lender and Borrower have caused this Agreement to be executed by their respective duly authorized officers and partners as of the day and year first above written.

Borrower: Gregory E. Uebel
Gregory E. Uebel

LENDER: AETNA BANK, an Illinois banking corporation
By David E. Shepard
Title: David E. Shepard, Vice President

ATTEST Charles B. Hall
Title: Charles B. Hall
Vice President

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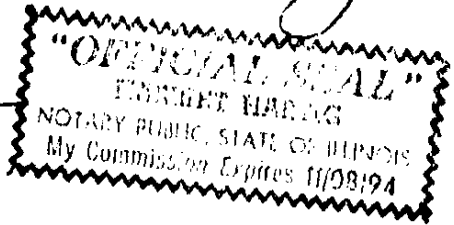
STATE OF ILLINOIS)
LAKE) SS.
COUNTY OF ~~COOK~~)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT GREGORY R. UEBEL, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Borrower, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of ~~JUNE~~ JULY, 1991.

Harriet Hartig
Notary Public

My Commission Expires: _____



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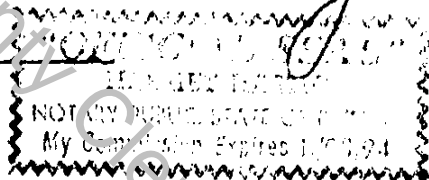
STATE OF ILLINOIS)
LAKE) SS.
COUNTY OF ~~XXXXXX~~)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that David E. Shepard, Vice President of AETNA BANK, an Illinois banking corporation ("Aetna"), and Charles B. Hall, Vice President thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice 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 acts, and as the free and voluntary act of Aetna, for the uses and purposes therein set forth; and the said Vice President did also then and there acknowledge that he, as custodian of the corporate seal of Aetna, did affix the same to said instrument as his own free and voluntary act, and as the free and voluntary act of Aetna, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of ~~JULY~~ July, 1991.

[Signature]
Notary Public

My Commission Expires _____



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LEGAL DESCRIPTION

Lot 54 in Boakes Resubdivision of Block 5 in Cochran and others
Subdivision of the West half of the South East quarter of Section 6,
Township 39 North, Range 14 East of the Third Principal Meridian, in
Cook County, Illinois.**

Permanent Tax No.17-06-423-021-0000

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EXHIBIT "A"

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BUDGET

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EXHIBIT "B"

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