

FIRST LOAN MODIFICATION AGREEMENT

THIS FIRST LOAN MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of the first day of October, 1993 by and among (i) American National Bank and Trust Company of Chicago, a national banking association, not personally, but solely as Trustee under Trust Agreement dated January 18, 1990 and known as Trust No. 110232-07 ("Trustee No. 1"), (ii) American National Bank and Trust Company of Chicago, a national banking association, not personally but solely as Trustee under Trust Agreement dated July 9, 1991 and known as Trust No. 114177-06 ("Trustee No. 2"), (iii) Golub Woodfield Limited Partnership, an Illinois limited partnership ("Beneficiary") and (iv) General Electric Capital Corporation, a New York corporation ("GECC"). Trustee No. 1, Trustee No. 2 and Beneficiary are sometimes collectively referred to herein as "Borrower".

DEPT-01 RECORDING \$45.50
T43333 TRAN 6492 11/12/93 13:55:00
\$1646 + *-93-922902
COOK COUNTY RECORDER

WITNESSETH, THAT:

WHEREAS, Trustee No. 1 is the owner of a parcel of real estate improved with an office complex commonly known as "Woodfield Green Executive Centre" in Schaumburg, Cook County, Illinois, the legal description of which is set forth on Exhibit A attached hereto and made a part hereof;

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WHEREAS, Trustee No. 2 is the owner of real estate improved with an office complex commonly known as "Glendale Office Park" in Glendale Heights, Du Page County, Illinois, the legal description of which is set forth on Exhibit A-1 attached hereto and made a part hereof;

WHEREAS, Beneficiary is the beneficiary of trust agreements pursuant to which each of Trustee No. 1 and Trustee No. 2 acts;

WHEREAS, GECC has heretofore made a mortgage loan ("GECC Loan") to Borrower in the original stated principal sum of Sixteen Million One Hundred Seventy-Five Thousand Five Hundred and NO/100 DOLLARS (\$16,175,500.00); and

WHEREAS, the GECC Loan and matters ancillary thereto are evidenced, secured and governed by documents in favor of GECC (collectively referred to as the "GECC Loan Documents") including but no limited to those set forth below each of which is dated July 15, 1991:

- 1. Promissory Note in the principal amount of amount of \$16,175,500.00 made by Trustee No. 1 and Trustee No. 2 (the "Note");

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE MAILED TO:

MR. JAMES BEARD
RUDNICK AND WOLFE
203 NORTH LASALLE - SUITE 1800
CHICAGO, ILLINOIS 60601
JLB1824 10/26/93 0750

Handwritten signature/initials



Vertical handwritten notes on the left margin: N910962 - Cook Case, N910889 - DuPage Case

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2. First Mortgage made by Trustee No. 1 and Trustee No. 2 and recorded in the Office of Recorder of Deeds, Cook County, Illinois (the "Cook County Recorder's Office") as Document No. 91399281;
3. First Mortgage made by Trustee No. 1 and Trustee No. 2 and recorded in the Office of the Recorder of Deeds, DuPage County, Illinois (the "DuPage County Recorder's Office") as Document No. R91-101981;
4. Assignment of Rents and Leases made by Trustee No. 1 and Trustee No. 2, joined in by Beneficiary and recorded in the Cook County Recorder's Office as Document No. 91399282;
5. Assignment of Rents and Leases made by Trustee No. 1 and Trustee No. 2, joined in by Beneficiary and recorded in the DuPage County Recorder's Office as Document No. R91-101982;
6. UCC-1 and UCC-2 Financing Statements made by Trustee No. 1 and Trustee No. 2 and Beneficiary;
7. Irrevocable Right to Approve made by Beneficiary, Trustee No. 1 and Trustee No. 2;
8. Holdback Agreement made by Trustee No. 1, Trustee No. 2 and Beneficiary; and
9. Hazardous Substances Indemnity Agreement made by Beneficiary and Eugene Golub.

WHEREAS, the parties have agreed to certain modifications to the terms of the GECC Loan and to the GECC Loan Documents including but not limited to the provisions relating to the "Applicable Base Percentage Rate" (as said term is defined in the Note), "Contract Index Rate" (as said term is defined in the Note), and "Cash Flow Interest" (as said term is defined in the Note).

WHEREAS, said agreements of the parties are set forth in and limited to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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1. **Recitals.** The recitals hereto are incorporated herein by reference as being the agreements and understandings of the parties as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.

2. **Definitions.** All terms herein not otherwise defined in this Agreement shall have the same meaning as in the GECC Loan Documents.

3. **Modification of Applicable Base Percentage Rate.**

(a) Effective as of October 1, 1993, the "Applicable Base Percentage Rate" under the Note for the third, fourth and fifth Loan Years shall be as follows:

<u>Loan Year</u>	<u>Interest Rate Per Annum</u>
3	6.5%
4	7.0%
5	8.0%

(b) Borrower acknowledges that each Loan Year commences on August 1 and ends on July 31 and that therefore (i) the "Applicable Base Percentage Rate" and the "Contract Index Rate" for the period of August 1, 1993 to September 30, 1993 shall be the rates set forth in the Note and (ii) the "Applicable Base Percentage Rate" and the "Contract Index Rate" for the period of October 1, 1993 to July 31, 1994 shall be the rates set forth in Paragraph 3(a) above (with respect to the "Applicable Base Percentage Rate") and in Paragraph 4 below (with respect to the "Contract Index Rate").

4. **Modification of Contract Index Rate.** Effective as of October 1, 1993, the "Contract Index Rate" (sometimes referred to as the "Base Interest Rate") under the Note shall be the rate of interest per annum which is 3.25% in excess of the GECC Composite Commercial Paper Rate.

5. **Elimination of Cash Flow Interest; Payment of Cash Flow.** Effective as of October 1, 1993, Borrower shall no longer be required to pay "Cash Flow Interest". Accordingly, Paragraph 3(e) of the Note is hereby deleted in its entirety and the following is substituted in its place:

"In addition to all other sums payable under this Note and the other Loan Documents, Borrower shall pay to GECC on January 20, 1994 and on the twentieth (20th) day of each April, July, October and January thereafter through and including the date this Note is paid in full (inclusive of all then accrued Base Interest and Participation Interest), an amount equal to One Hundred Percent

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(100%) of the Cash Flow, if any, for the three month period (or for such portion hereof as this obligation is in effect) immediately preceding the month in which payment is due. From time to time, Borrower and GECC shall promptly make an appropriate adjustment in the amount of Cash Flow paid to GECC if such adjustment is necessary after delivery of the financial statements delivered to GECC pursuant to the terms of the GECC Mortgage by GECC refunding any overpayment and Borrower paying to GECC any deficiency. All calculations of Cash Flow and its components shall be subject to audit and review by GECC, and any additional Cash Flow calculated by GECC to be payable by Borrower as a result of any such audit or review, together with the cost of the audit (which costs shall constitute Operating Costs), shall be due and payable to GECC on demand. In the event such audit discloses a deficiency, the entire deficiency shall be paid with interest at the Contract Index Rate from the date such Cash Flow should have been paid. All payments of Cash Flow received by GECC under this Section 3(e) shall be applied by GECC as follows: first, to the payment of fees and other charges then due or payable under the applicable provisions of this Note or the GECC Mortgage; second, to the payment of any delinquency, Post Default Rate or "late" charges, if any; third, to accrued and unpaid Base Interest; fourth to the Deferred Interest, if any; fifth, to the payment of Loan Amount B; and finally, to the payment of Loan Amount A. Notwithstanding the foregoing, in the event that there shall have occurred an Event of Default under the GECC Mortgage, GECC, in its discretion, may apply any payment under this Note in accordance with the provisions of the GECC Mortgage.

6. **Continued Priority.** In the event that, by virtue of any of the terms, conditions and provision of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the GECC Loan Documents shall gain superiority over the liens created by the GECC Loan Documents, then this Agreement shall nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the GECC Loan Documents shall not be impaired.

7. **Title Insurance.** As a condition precedent to the effectiveness of this Agreement and concurrent with the recordation hereof, Beneficiary shall cause an endorsement (the "Endorsement") to be issued to the GECC Title Policy, which Endorsement shall be in favor of and in all respects acceptable to GECC, and shall (a) reflect the recordation of this Agreement and (b) insure that there are no exceptions to title other than the objections to title other than real estate taxes reflected on the GECC Title Policy, and general real estate taxes, not yet due or payable.

8. **GECC Expenses.** Borrower agrees to pay all reasonable costs, fees and expenses (including but not limited to reasonable legal fees and title fees and charges) incurred by GECC in connection with the preparation of this Agreement. GECC agrees that all such costs and

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expenses shall be "Operating Costs", as said term is defined in the Note. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from GECC of the amount due and the reason therefor.

9. **Ratification.** The GECC Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect. Each of the GECC Loan Documents is hereby modified and amended so that all references to such documents shall be deemed to be a reference to the GECC Loan Documents as hereby modified and amended.

10. **Continued Enforceability.** Borrower acknowledges the existence, validity and enforceability of the obligations evidenced and secured by the GECC Loan Documents and Beneficiary represents and warrants that neither Trustee No. 1, Trustee No. 2 nor Beneficiary has any defense, offset against or counterclaim with respect to such obligations.

11. **Execution by the Parties.** This Agreement shall not be binding upon GECC unless (a) GECC has executed and delivered this Agreement to Borrower and (b) GECC has received the Endorsement required under Paragraph 7 hereof. Submission of an unexecuted draft of this document to GECC or Borrower shall not bind GECC in any manner, and no obligation of GECC shall arise hereunder, unless and until this document is executed by the parties hereto and delivery is made to each. This Agreement may be executed by the parties in separate counterparts and, when executed and delivered by all the parties, shall be deemed a single document, and shall be binding with the same force and effect as if all signatures were on the same copy of this Agreement.

12. **No Waiver.** The execution and delivery of this Agreement does not, and shall not be deemed to (a) waive, nullify, void, cancel, forgive or cure any default or Events of Default currently existing under the GECC Loan Documents, or (b) rescind, cancel, nullify, void or withdraw any notice of default or Event of Default under the GECC Loan Documents heretofore given by GECC to any of the other parties hereto and GECC has and shall have and retain and may exercise all of its rights and remedies under the GECC Loan Documents with respect to all such existing defaults or Events of Default.

13. **Not Joint Venture or Partnership.** The Borrower and GECC intend that the relationship created hereunder and under all of the other Loan Documents be solely that of mortgagor and mortgagee or borrower and lender, as the case may be. Nothing herein is intended to create, nor shall create nor be deemed to create a joint venture, partnership, tenancy-in-common, or joint tenancy relationship between the Borrower (or any of them) and GECC, nor to grant GECC any interest in the Property other than that of mortgagee or lender; it being the intent of the parties hereto that GECC shall not share in any losses whatsoever generated by the Property and that GECC shall have no control over the day-to-day management and operation of the Property. Accordingly, Borrower hereby indemnifies and holds harmless

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GECC for any claim, loss, liability, damage, cost or expense (including reasonable attorneys' fees through all appellate proceedings) of GECC arising out of any claim, suit or allegation that the transaction contemplated by this Agreement and the other Loan Documents or otherwise establish a joint venture, tenancy-in-common, joint tenancy or partnership arrangement between GECC and Borrower (or any of them).

14. **Trustee Exculpation.** This Agreement 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 fixed in it as such trustee. It is expressly understood and agreed that nothing herein shall be constituted as creating any liability upon said American National Bank and Trust Company of Chicago personally on account hereof, all such liability, if any, being expressly waived by GECC and by every person now or hereafter claiming any right or security interest hereunder; provided that nothing in this Section contained shall affect or impair the validity and enforceability of the liens and security interests created by the GECC Loan Documents, as hereby modified and amended, or the availability of any rights that may otherwise be available to GECC in the instance of fraud, or the right of GECC to foreclose and/or enforce its collateral after default by Borrower, or the rights of GECC or other holder of the Note to enforce its rights under the GECC Loan Documents, as hereby modified and amended. Nothing herein shall be deemed to be a waiver of any right which GECC may have under Sections 506(a), 506(b), 541(b) or any other provision of the Bankruptcy Reform Act of 1978, as at any time amended or reinstated, to file a claim for the full amount of the debt owing GECC in the event Borrower or any of them should become the subject of a petition for bankruptcy or reorganization or to require that all collateral shall continue to secure all of the indebtedness owing to GECC in accordance with the GECC Loan Documents, as hereby modified and amended.

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IN WITNESS WHEREOF, the parties hereto have caused this First Loan Modification Agreement to be duly executed as of the day, month and year first above written.

TRUSTEE NO. 1:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally, but solely as Trustee under Trust Agreement dated January 18, 1990 and known as Trust No. 110232-07

Attest: Gregory S. Kasprzyk

ASSISTANT SECRETARY

By: Michael William MICHAEL WILLIAM

Title: _____

TRUSTEE NO. 2:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but solely as Trustee under Trust Agreement dated July 9, 1991 and known as Trust No. 114177-06

Attest:

Gregory S. Kasprzyk

ASSISTANT SECRETARY

By: Michael William MICHAEL WILLIAM

Title: _____

BENEFICIARY:

GOLUB WOODFIELD LIMITED PARTNERSHIP, an Illinois limited partnership

By: GOLUB WOODFIELD CORPORATION, an Illinois corporation, its general partner

By: Michael William

Title: _____

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GECC:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, a New York
corporation

LV

By: _____

Title: _____

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STATE OF Illinois)
COUNTY OF Cook) SS.

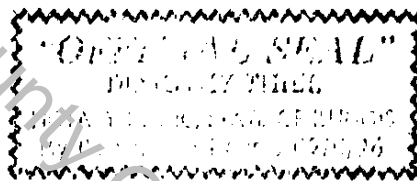
I, William J. [unclear], a Notary Public in and for said County, in the State aforesaid, do hereby certify that T. [unclear], Vice President of American National Bank and Trust Company of Chicago ("Bank"), a national banking association and [unclear], Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said Bank, did affix the 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 1st day of Nov, 1995.

William J. [unclear]
Notary Public

My Commission Expires:

2/11/96



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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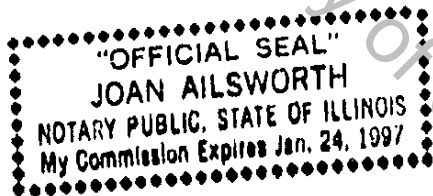
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Joan Ailsworth, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Daniel F. Miranda personally known to me to be the Authorized Agent, of General Electric Capital Corporation, a New York corporation whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that as such Authorized Agent he signed and delivered the said Instrument on behalf of said Corporation as his free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 1st day of November, A.D. 1993.



Joan Ailsworth
Notary Public

My commission expires: 1/24/97

Property of Cook County Clerk's Office

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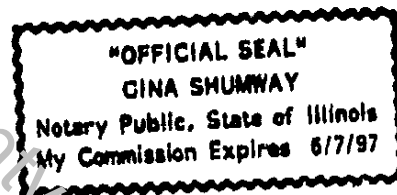
STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, Gina Shumway, a Notary Public in and for the county and state aforesaid, do hereby certify that EUGENE GOLUB and _____ the President and _____ Secretary of Golub Woodfield Corporation, an Illinois corporation, the general partner of Golub Woodfield Limited Partnership, an Illinois limited partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, appeared before me this day in person and acknowledged that they signed and delivered 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 29th day of October, 1993.

Gina Shumway
Notary Public

My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1 (WOODFIELD GREEN EXECUTIVE CENTER):

Tract 1

Lots 4 and 5 in Walden International, being a subdivision of part of fractional Section 1 and part of the North 1/2 of Section 12, both in Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Tract 2

Perpetual easements for storm water drainage and detention, ingress and egress and utilities, as established by Declaration of Protective Covenants dated March 17, 1980 and recorded March 28, 1980 as Document 25406331.

Tract 3

Perpetual easement over, across and upon the land for the purpose of pedestrian and vehicular ingress and egress and general utility purposes created by grant recorded June 13, 1983 as Document 26640290.

Address of Property: 1920-1930 North Thoreau Drive
Schaumburg, Illinois

Permanent Index Nos.: 07-12-101-017
07-12-101-018

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EXHIBIT A-1

LEGAL DESCRIPTION

PARCEL 2 (GLENDALE OFFICE PARK):

Tract 1: Lot 1 in Glendale Office Park, being a subdivision of part of the West 1/2 of Section 22, Township 40 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded August 1, 1980 and Document R80-44115, in DuPage County, Illinois.

Tract 2: The South 246.00 feet, as measured along and perpendicular to the West line of Lot 2 in Glendale Office Park, being a subdivision of part of the West 1/2 of Section 22, Township 40 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded August 1, 1980 as Document R80-44115, in DuPage County, Illinois.

Tract 3: The North 246.00 feet of the South 492.00 feet, as measured along and perpendicular to the West line of Lot 2 in Glendale Office Park, being a subdivision of part of the West 1/2 of Section 22, Township 40 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded August 1, 1980 as Document R80-44115, in DuPage County, Illinois.

Tract 4: Cross easement for the benefit of Tract 1 recorded November 22, 1983 as Document R83-85841 over and across the following described property: Lot 2 (except the South 492.00 feet as measured along and perpendicular to the West line thereof) in Glendale Office Park, being a subdivision of part of the West 1/2 of Section 22, Township 40 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

Address of Property: 2166-2200 Gladstone
Glendale Heights, Illinois

Permanent Index Nos.: 02-22-301-011
02-22-301-014
02-22-110-026

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