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HUNT-ILM51/12/22/92

THIS INSTRUMENT PREPARED BY:

Michael J. Torchalski
Hinshaw & Culbertson
222 North LaSalle Street, Suite 300
Chicago, Illinois 60601

1993 MAR -2 PM 2:14

93153904

AFTER RECORDING RETURN TO:

Philip Keet (Richard J. Holston)
First Interstate Commercial
Mortgage Company
100 S. Wacker Dr., Suite 400
Chicago, Illinois 60606

45
EX

EXTENSION AGREEMENT

THIS AGREEMENT made this 21st day of December, 1992 ("Date Hereof"), but effective as of the 30th day of September, 1992 ("Effective Date"), among AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated July 11, 1988 and known as Trust Number 105942-08, and as Trustee under Trust Agreement dated December 11, 1985 and known as Trust Number 66268 (collectively "Borrower") and FIRST INTERSTATE COMMERCIAL MORTGAGE COMPANY, a Delaware corporation, formerly known as First Interstate Mortgage Company of Illinois ("Lender").

RECITALS:

A. Lender is the legal owner and holder of a Note Secured by Mortgage dated July 20, 1989 ("Note") executed and delivered by Borrower in favor of Lender in the principal amount of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) ("Original Principal Amount"), which provided, among other things, for the payment of the unpaid principal balance and all accrued interest thereon and other sums due Lender on December 31, 1990 ("Original Maturity Date").

B. Note was executed and delivered pursuant to the terms and provisions of a Building Loan Agreement dated July 20, 1989 between Borrower, the holder of the beneficial interest in Borrower ("Beneficiary"), and Lender ("Loan Agreement"), and Note is secured by a Mortgage of even date with Note, conveying the land and improvements commonly identified as Huntington Plaza II and legally described on Exhibit "A" attached hereto and made a part hereof ("Mortgaged Premises"), recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 89289390 and re-recorded in said office as Document Number 89289393 ("Mortgage"), and other loan documents of even date with Note and Mortgage (collectively "Other Loan Documents").

C. The Original Principal Balance has heretofore been reduced to THREE MILLION SIXTY FOUR THOUSAND SEVEN HUNDRED EIGHTY ONE AND 24/100 DOLLARS (\$3,064,781.24) as of the Effective Date ("Principal Amount") and the Original Maturity Date has heretofore been extended to September 30, 1992 ("Maturity Date") pursuant to the following modification agreements previously executed and delivered by Borrower and Lender (collectively, "Modification Agreements"):

11/02/92 Accs B1 1307508
12-08-482

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<u>Date</u>	<u>Recording Reference</u>
December 31, 1990	91186742
June 30, 1991	
December 31, 1991	<u>92183417</u>
June 30, 1992	<u> </u>

For convenience, Mortgage, Other Loan Documents, and Modification Agreements are collectively referred to herein as "Security Documents".

D. The loan evidenced by the Note and secured by the Security Documents ("Loan") has matured and Borrower has not repaid the outstanding principal balance due Lender. Borrower has requested that Lender forbear from pursuit of legal remedies for collection and recovery of amounts due under the Loan, and Lender is prepared to extend the Maturity Date on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, mutually paid by the parties hereto unto each other, the receipt and sufficiency of which is freely acknowledged, and further in consideration of the agreements, covenants, conditions and stipulations herein set forth, the parties hereto, do hereby covenant and agree as follows, to wit:

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 Loan Agreement, Note, and Security Documents. All references to Borrower contained herein shall be deemed applicable to the Beneficiary of Borrower as the context requires.

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

- (a) Beneficiary is a general partnership duly organized and validly existing under the laws of the State of Illinois, and the execution and delivery of this Extension Agreement ("Agreement") has been duly authorized;
- (b) Loan Agreement, Note, Security Documents and this Agreement, and each of the terms, covenants, conditions and agreements contained therein, are in full force and effect, and are 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 Loan Agreement, 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

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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 the Mortgaged Premises which does not appear in loan policy number 72-08-482 dated June 27, 1989, issued by Chicago Title Insurance Company ("Loan Policy") [other than occupancy tenants 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 the Mortgaged Premises is in receivership nor is any application for receivership pending and no petition in bankruptcy has been filed by or against Borrower or Beneficiary;
- (e) The only parties entitled to possession of the Mortgaged Premises, or any part thereof, are Borrower, Beneficiary and occupancy tenants pursuant to Leases;
- (f) All Leases are in full force and effect and each occupancy tenant is in full possession of their respective leased premises and paying rent, except to the extent that payment thereof is excused by the express provisions of their respective Leases;
- (g) All rents due from occupancy tenants have been collected by Borrower or Beneficiary and have been paid on account of operating expenses, real estate taxes, insurance premiums, other costs and expenses attributable to the ownership and operation of the Mortgaged Premises and on account of amounts due to Lender pursuant hereto and the Loan Agreement, Note and Security Documents;
- (h) 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 Loan Agreement, Note, Security Documents and this Agreement, all of which are free from all legal and equitable defenses, offsets and counterclaims;

*Suburban Hardware, Inc. d/b/a Ace Home Center owes \$110,000 through December 31, 1992, including latest reconciliation; and C & H Cafe, Inc. owes \$18,000 through December 31, 1992, including latest reconciliation

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- (i) No conditions exist which, with the passage of time or giving of notice or both, would constitute an event of default under the Loan Agreement, Note, Security Documents and this Agreement, and to the actual knowledge of Borrower and Beneficiary, the Mortgaged Premises and the soils and groundwaters underlying same are free from contamination by materials regulated or classified as hazardous or toxic under any federal, state or local laws for protection of the environment, or for which there are reporting requirements;
- (j) No litigation and no arbitration, quasi-judicial or administrative proceedings are pending or threatened against Borrower, Beneficiary or the Mortgaged Premises which would, upon resolution thereof, materially adversely affect the ability of the Borrower to repay all sums due or becoming due Lender, or otherwise perform all obligations in the Loan Agreement, Note and Security Documents, as hereby amended;
- (k) All real estate taxes heretofore assessed against the Mortgaged Premises have been paid in full, with the exception of second installment 1991 and 1992 real estate taxes which are not yet due and payable;
- (l) Borrower and Beneficiary have 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 Mortgaged Premises, 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 Mortgaged Premises or such other property; or (iii) any zoning, building, fire or health code violations in respect of the Mortgaged Premises which have not heretofore been corrected.

3. **ACKNOWLEDGMENT OF AMOUNTS DUE AS OF DATE HEREOF:** Borrower acknowledges and admits that as of the Date Hereof, the unpaid principal balance due Lender on account of the Loan is THREE MILLION FORTY THOUSAND SIX HUNDRED FORTY NINE AND 72/100 DOLLARS (\$3,040,649.72), plus accrued and unpaid interest thereon.

4. **LOAN MODIFICATIONS:** As of the Effective Date, the Loan Agreement, Note and Security Documents are hereby modified as follows:

- (a) The Maturity Date is hereby extended to December 31, 1992 ("New Maturity Date");

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- (b) All interest and principal payment obligations set forth in the Second Modification Agreement dated June 30, 1991 are hereby extended to the New Maturity Date;
- (c) Interest at the Default Rate shall not be charged on the unpaid principal balance from the Effective Date to the Date Hereof; PROVIDED, HOWEVER, that the Default Interest provisions contained in Note shall remain in full force and effect following the Date Hereof.

5. **ADDITIONAL PROVISIONS:** Concurrently with the execution hereof:

- (a) Borrower shall deliver to Lender a satisfactory endorsement to Loan Policy insuring, with respect to the Mortgaged Premises:
 - (i) that all real estate taxes have been paid in full;
 - (ii) that all mechanics' liens attributable to work performed as of the Date Hereof are waived or insured over;
 - (iii) that this Agreement has been duly recorded;
 - (iv) extending the coverage of Title Policy date to the date of recording of this Agreement, and insuring the continued validity and first priority of the lien of the Mortgage, as modified hereby.
- (b) Borrower shall deliver partnership resolutions and certificates of existence satisfactory to Lender and its counsel, evidencing all requisite authority to consummate the transaction evidenced hereby.
- (c) 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.

6. **ASSENT OF BENEFICIARY AND GUARANTOR:** By signature affixed hereto, Beneficiary and Guarantor hereby assent to the terms and provisions of this Agreement, and agree that their respective obligations specified in the Loan Agreement, Note and Security Documents, as modified hereby, shall continue and remain in full force and effect and shall be enforceable against Beneficiary or Guarantor to the extent provided therein, notwithstanding the execution, delivery and recording of this Agreement.

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7. **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.

8. **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 Loan Agreement, Note, Security Documents and this Agreement 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.

9. **EFFECT OF AGREEMENT:** Borrower, Beneficiary and, by their consent, each Guarantor acknowledge that:

- (a) they have thoroughly read and reviewed the terms and provisions of this Agreement and are familiar with the same;
- (b) the terms and provisions contained herein are clearly understood by Borrower, Beneficiary and Guarantor and are fully and unconditionally consented to by them;
- (c) they have had full benefit and advice of counsel or the opportunity to obtain the benefit and advice of counsel of their own selection 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 such execution, Borrower, Beneficiary and Guarantor have not relied on any other representations, either written or oral, express or implied, made to any of them by any other party hereto, and
- (e) the consideration received by Borrower, Beneficiary and Guarantor hereunder is actual and adequate.

10. **RELEASE:** As additional consideration for the forbearance of Lender evidenced by this Agreement, and the extension of the Maturity Date, Borrower, Beneficiary and Guarantor hereby release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, assigns and all persons, firms and corporations, in its behalf, of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action

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whatsoever which Borrower, Beneficiary and Guarantor 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 Loan Agreement, Note and Security Documents, 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, Beneficiary and Lender to and including the Date Hereof, and this release and covenant by Borrower is contractual and not a mere recital and Borrower, Beneficiary and Lender acknowledge and agree that no liability whatsoever is admitted by Borrower, Beneficiary or Lender, except for the indebtedness of Borrower due and owing to Lender pursuant to the Loan Agreement, Note and Security Documents, as modified hereby, and that all agreements and understandings among Borrower, Beneficiary and Lender are expressed and embodied in the Loan Agreement, Note and Security Documents as modified hereby.

11. **BUSINESS ASSOCIATION:** Borrower, Beneficiary and Guarantor (by their consent hereto) acknowledge that they are not now nor shall they or any one of them be an agent of Lender for any purpose and Lender is not now and shall not be construed to be a general partner, limited partner or venture partner or in any other manner associated in business with Borrower, Beneficiary or Guarantor, or any one of them.

12. **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 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: 33 North LaSalle Street
Chicago, Illinois 60602

If to Beneficiary: 1564 West Algonquin Road
Hoffman Estates, Illinois 60195
Attention: Mark Lambert & Craig Whitehead

If to Lender: 100 South Wacker Drive
Suite 400
Chicago, Illinois 60606
Attention: Phil Keel & Richard Hobson

13. **WHEN EFFECTIVE:** This Agreement shall become effective upon and 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 Loan Agreement, Note or Security Documents shall have occurred.

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14. **GOVERNING LAW:** This Agreement has been negotiated, executed and delivered at Chicago, Illinois and shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to the conflicts of law principles of said state.

15. **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.

16. **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.

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

18. **PARTIAL INVALIDITY:** The invalidity or unenforceability in any particular circumstance of any provision of this Agreement shall not extend beyond such provision or such circumstances and no other provision of this instrument shall be affected or impaired thereby.

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

20. **COUNTERPARTS:** This Agreement may be signed in counterparts. Each signed counterpart, when physically attached to the other, shall collectively constitute a fully executed original.

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.

SEE FOLLOWING PAGE FOR SIGNATURES

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BORROWER:

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

By: [Signature]
Title: _____

ATTEST:

[Signature]
Title: [Title]

LENDER:

FIRST INTERSTATE COMMERCIAL MORTGAGE COMPANY, a Delaware corporation

By: [Signature]
Title: [Title]

ATTEST:

[Signature]
Title: [Title]

BENEFICIARY:

VERSAILLES PARTNERSHIP, an Illinois general partnership

By: **VP LIMITED PARTNERSHIP, an Illinois limited partnership, its General Partner**

By: [Signature]
General Partner
[Signature]
General Partner

GUARANTORS:

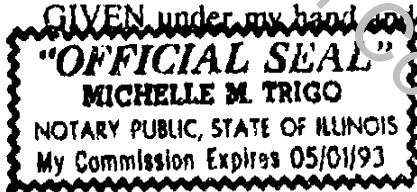
[Signature]
KENNETH RALSTON, personally

[Signature]
RICHARD G. KRAUTSACK, personally

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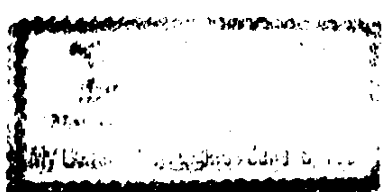
STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, MICHELLE M. TRIGO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL WELLS of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO not personally but solely as Trustee pursuant to Trust Agreement dated July 11, 1988 and known as Trust Number 105942-08, and as Trustee under Trust Agreement dated December 11, 1985 and known as Trust Number 66268 (collectively "Bank"), and Gregory S. Kasprzyk ~~Assistant~~ Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant 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; and the said Assistant Secretary did also then and there acknowledge that as custodian of the corporate seal of said Bank, did affix the said corporate 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 seal this DEC 30 1992 day of 1992.

Michelle M. Trigo
Notary Public

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

I, SUSAN M. WIKTOR, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PHILIP J. REED ~~SR. Vice~~ President of FIRST INTERSTATE COMMERCIAL MORTGAGE COMPANY, a Delaware corporation ("Corporation") and RICHARD J. HOBSON, ASST. Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SR. Vice President and ASST. Secretary, 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; and the said ASST. Secretary did also then and there acknowledge that as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his 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 seal this 31st day of December, 1992.

Susan M. Wiktor
Notary Public

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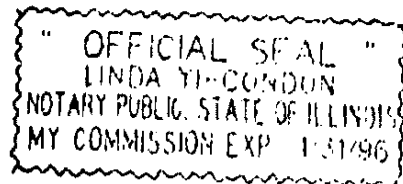
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Linda Yi-Condou, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Lambert and Craig Whitehead General Partners of VP LIMITED PARTNERSHIP, personally known to me to be general partner of Versailles Partnership, an Illinois general partnership ("Partnership"), and personally known by me to be the same persons whose names are subscribed to the foregoing instrument as such General Partners, 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 Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 29th day of December, 1992.

Linda Yi Condou
Notary Public

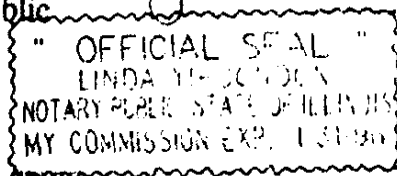


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Linda Yi-Condou, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KENNETH RALSTON, 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 and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 27th day of December, 1992.

Linda Yi Condou
Notary Public



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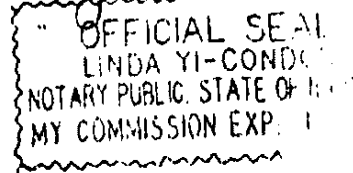
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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Linda Yi-Condou, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD G. KRAUTSACK, 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 and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 24th day of December, 1992.

Linda Yi-Condou
Notary Public



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LEGAL DESCRIPTION

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EXHIBIT "A"

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOT 4 OF HUNTINGTON PLAZA BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS RECORDED BY DOCUMENT NO. 87 407 887.

PARCEL 2:

LOT 3 OF HUNTINGTON PLAZA BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS RECORDED BY DOCUMENT NO. 87 407 887.

PIN 02-30-100-015
02-30-100-016

Algonquin Road near
Versailles Road
Hoffman Estates, IL

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