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LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT, ("Agreement") is dated as of the 29th day of July, 1994, between the MOSER FAMILY PARTNERSHIP, an Illinois general partnership (the "Moser Partnership"), and GEORGE A. MOSER, GEORGE MICHAEL MOSER AND JAMES EDWARD MOSER (collectively, the "Beneficiaries").

RECITALS:

A. The Aetna Casualty and Surety Company, a Connecticut corporation ("Aetna"), made a loan (the "Phase II Loan") to First State Bank and Trust Company of Hanover Park, not personally, but as Trustee under a Trust Agreement dated July 11, 1985 and known as Trust No. 2500 (the "Phase II Trust") in the original principal amount of \$7,200,000.00. The Phase II Loan is evidenced by that certain Phase II Mortgage Note (the "Phase II Note") dated June 13, 1986 in the original principal amount of \$7,200,000.00 made by the Phase II Trust payable to the order of Aetna. The Phase II Note is secured, among other things, by (i) that certain Mortgage, Assignment of Rents and Security Agreement (the "Phase II Mortgage") from the Phase II Trust and Phase III Trust (as defined below) to Aetna dated June 13, 1986 and recorded June 23, 1986 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") as Document No. 86-255565 encumbering the property legally described on Exhibit A attached hereto and identified as the "Phase II Property" and (ii) the documents and instruments identified on Exhibit B attached hereto as the ("Phase II Loan Documents").

B. Aetna made a loan (the "Phase III Loan") to First State Bank and Trust Company of Hanover Park, not personally but as Trustee under Trust Agreement dated February 6, 1986 and known as Trust No. 2503 (the "Phase III Trust") in the original principal amount of \$7,200,000.00. The Phase III Loan is evidenced by that certain Phase III Mortgage Note (the "Phase III Note") dated June 30, 1986 in the original principal amount of \$7,200,000.00 made by the Phase III Trust payable to the order of Aetna. The Phase III Note is secured, among other things, (i) that certain Mortgage, Assignment of Rents and Security Agreement (the "Phase III Mortgage") from the Phase III Trust and Phase II Trust to Aetna dated June 30, 1986 and recorded July 3, 1986 in the Recorder's Office as Document No. 86-276494 encumbering the property legally described on Exhibit A attached hereto and identified as the "Phase III Property" and (ii) the documents and instruments identified on Exhibit B attached hereto as the "Phase III Loan Documents".

C. The Phase II Loan and the Phase III Loan are collectively referred to herein as the "Loans". The Phase II Note and the Phase III Note are collectively referred to herein as the "Notes". The Phase II Mortgage and the Phase III Mortgage are collectively referred to herein as the "Mortgages". The Phase II Loan Documents and the Phase III Loan Documents are

Address of Property:

Phase II Loan

2500 West Higgins Road
Hoffman Estates, Illinois

Phase III Loan

2503 West Higgins Road
Hoffman Estates, Illinois

Tax Identification Numbers:

Phase II Loan

07-07-100-020

Phase III Loan

07-06-101-012

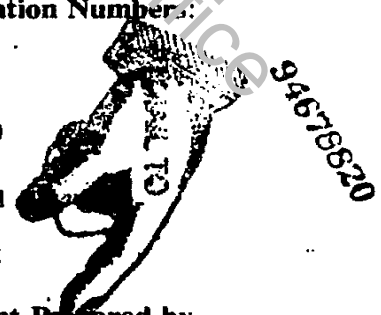
This Document Prepared by
and After Recording Return to:

Peter B. Ross, Esq.
Rudnick & Wolfe
203 North LaSalle Street, Suite 1800
Chicago, Illinois 60601

DEPT. OF RECORDS
COOK COUNTY RECORDER
4521 1/2 DU *--94-578820
79999 TRAN 4891 08/02/94 13:36:00
439.50

PBR1412 07/29/94 1320

S1102096
S1102369
A0063056
2 of 3
2 of 3
07-07-100-020
07-06-101-012



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collectively referred to herein as the "Loan Documents". The Phase II Property and the Phase III Property are collectively referred to herein as the "Property".

D. Aetna has endorsed the Notes payable to the Moser Partnership, and the Moser Partnership is now the holder of the Notes. By that certain Assignment of Note and Liens of even date herewith, Aetna has assigned to the Moser Partnership all of its right, title and interest in the Loan Documents.

E. The Beneficiaries are the sole beneficiaries of the Phase II Trust and the Phase III Trust.

F. Beneficiaries have requested that the Moser Partnership amend the Loan Documents as provided herein, and the Moser Partnership has agreed to so amend the Loan Documents.

NOW THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Moser Partnership and Beneficiaries do hereby agree that the Loan Documents shall be, and hereby are, modified and amended as set forth herein below, effective as of the date hereof.

1. Phase II Note.

(a) Principal Reduction. The Moser Partnership agrees that the principal amount of the Phase II Note is hereby reduced to Five Million Dollars (\$5,000,000.00).

(b) Payments of Principal and Interest. Notwithstanding anything to the contrary contained in the Phase II Note, effective immediately, principal and interest under the Phase II Note shall be due and payable as follows. The unpaid principal amount of the Phase II Note from time to time outstanding shall bear interest from the date hereof at the following rates per annum: (i) prior to maturity, at a fluctuating rate per annum equal to the sum of (A) one percent (1%) plus (B) the Prime Rate (as defined below) from time to time in effect, and (ii) after maturity, whether by acceleration or otherwise, until paid, at a fluctuating rate per annum equal to the sum of (A) five percent (5%) plus (B) the Prime Rate from time to time in effect (but not less than the Prime Rate in effect at such maturity). Accrued interest shall be payable on the first day of each month and at maturity, beginning with the first of such dates to occur after the date hereof. After maturity, whether by acceleration or otherwise, accrued interest shall be payable on demand. The term "Prime Rate" at any time shall mean the rate of interest then most recently announced by LaSalle National Bank, a national banking association, at Chicago, Illinois as its Prime Rate; and the applicable interest rate under the Phase II Note shall change simultaneously with each change in the Prime Rate. Interest shall be computed on the actual number of days elapsed on the basis of a year consisting of 360 days. In addition, the Phase II Trust shall make a principal payment of the lesser of (i) \$10,000 or (ii) one-half of the amount by which the aggregate principal amounts outstanding under both the Phase II Note and the Phase III Note exceeds \$8,500,000.00 on the first day of each month beginning on the second of such dates to occur after the date hereof. The maturity date of the Phase II Loan shall be July 31, 1995, provided, however, that the maturity date shall be extended to July 31, 1996 if the maturity date under that certain Promissory Note (the "LaSalle Note") in the amount of Ten Million Dollars (\$10,000,000.00) of even date herewith made by the Moser Partnership payable to LaSalle National Bank is extended to July 31, 1996.

(c) Prepayment. Notwithstanding anything to the contrary contained in the Phase II Note, the Phase II Mortgage or any of the other Phase II Loan Documents, the Phase II Loan may be prepaid in whole or in part at any time without payment of any prepayment charge, premium or penalty of any kind.

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2. Phase III Note.

(a) Principal Reduction. The Moser Partnership agrees that the principal amount of the Phase III Note is hereby reduced to Five Million Dollars (\$5,000,000.00).

(b) Payment of Principal and Interest. Notwithstanding anything to the contrary contained in the Phase III Note, effective immediately, principal and interest under the Phase III Note shall be due and payable as follows. The unpaid principal amount under the Phase III Note from time to time outstanding shall bear interest from the date hereof at the following rates per annum: (i) prior to maturity, at a fluctuating rate per annum equal to the sum of (A) one percent (1%) plus (B) the Prime Rate from time to time in effect, and (ii) after maturity, whether by acceleration or otherwise, until paid, at a fluctuating rate per annum equal to the sum of (A) five percent (5%) plus (B) the Prime Rate from time to time in effect (but not less than the Prime Rate in effect at such maturity). Accrued interest shall be payable on the first day of each month and at maturity, beginning with the first of such dates to occur after the date hereof. After maturity, whether by acceleration or otherwise, accrued interest shall be payable on demand. The applicable interest rate under the Phase III Note shall change simultaneously with each change in the Prime Rate. Interest shall be computed on the actual number of days elapsed on the basis of a year consisting of 360 days. In addition, the Phase III Trust shall make a principal payment of the lesser of (i) \$10,000 or (ii) one-half of the amount by which the aggregate principal amounts outstanding under both the Phase II Note and the Phase III Note exceeds \$8,500,000.00 on the first day of each month beginning on the second of such dates to occur after the date hereof. The maturity date of the Phase III Loan shall be July 31, 1995, provided, however, that the maturity date shall be extended to July 31, 1996 if the maturity date under the LaSalle Note is extended to July 31, 1996.

(c) Prepayment. Notwithstanding anything to the contrary contained in the Phase III Note, the Phase III Mortgage or any of the other Phase III Loan Documents, the Phase III Loan may be prepaid in whole or in part at any time with payment of any prepayment charge, premium or penalty of any kind.

3. Phase II Mortgage.

(a) Maturity Date. The date "July 1, 1994" in the third recital of the Phase II Mortgage is hereby deleted and replaced with "July 31, 1995, subject to extension as provided in the Phase II Note".

(b) Cross-Default. Notwithstanding anything to the contrary contained in the Phase II Mortgage or any of the other Phase II Loan Documents, an event of default under the Phase III Loan Document shall not constitute an event of default under any of the Phase II Loan Documents.

4. Phase III Mortgage.

(a) Maturity Date. The date "July 1, 1994" in the third recital of the Phase III Mortgage is hereby deleted and replaced with "July 31, 1995, subject to extension as provided in the Phase III Note".

(b) Cross-Default. Notwithstanding any to the contrary contained in the Phase II Mortgage or any of the other Phase III Loan Documents, an event of default under the Phase II Loan Documents shall not constitute an event of default under the Phase III Loan Documents.

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5. **Loan Documents.** All references in each of the Loan Documents to the other Loan Documents shall hereafter be deemed to be references to the Loan Documents as amended by this Agreement.

6. **Governing Law.** The terms and conditions of this Agreement shall be governed by the applicable laws of the State of Illinois.

7. **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.

8. **Paragraph Headings.** The paragraph headings used herein are intended for reference purposes only and shall not be considered in the interpretation of the terms and conditions hereof.

9. **Benefit.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, grantees, heirs, executors, personal representatives, and administrators.

10. **Priority of Mortgages.** Except as expressly provided herein to the contrary, all of the Property shall remain in all respects subject to the lien, charge and encumbrance of the Mortgages and other Loan Documents, as herein modified, and nothing herein contained and nothing done pursuant hereto, shall affect the lien, charge or encumbrance of the Mortgages or other Loan Documents, as herein modified, or the priority thereof with respect to other liens, charges, encumbrances or conveyance, or, except as expressly provided herein, release or affect the liability of any party or parties who now or hereafter may now or hereafter be liable under or on account of the Loan Documents.

11. **Counterparts.** It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same Agreement, even though all of the parties hereto may not have executed the same counterpart of this Agreement.

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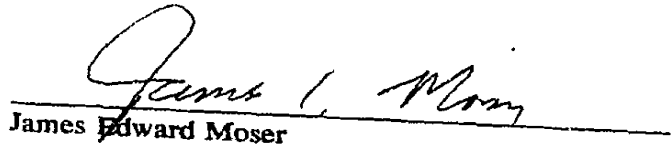
IN WITNESS WHEREOF, the parties hereto have duly executed this Modification Agreement under seal as of the day and year first above written.

BORROWER:

BENEFICIARIES:

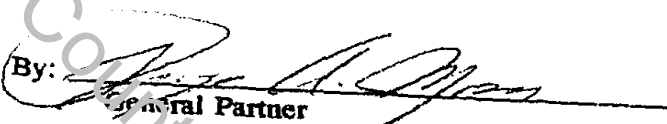

George A. Moser


George Michael Moser


James Edward Moser

MOSER PARTNERSHIP:

MOSER FAMILY PARTNERSHIP, an Illinois general partnership

By: 
General Partner

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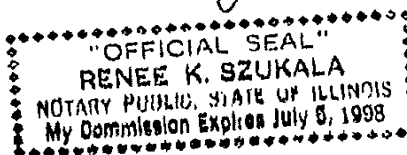
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, RENEE K. SZUKALA, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GEORGE A. MOSER the general partner of the Moser Family Partnership, an Illinois general partnership, personally known to me to be the person whose name is subscribed to the foregoing instrument as such general partner appeared before me this day in person and acknowledged that he signed and delivered said instrument as his 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 Notarial Seal, this 29 day of July, 1994.

Renee K. Szukala
Notary Public

My Commission Expires: July 5, 1998



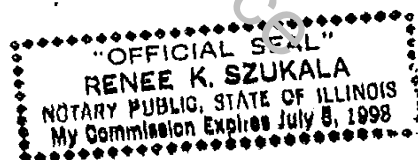
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that George A. Moser whose name is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of July, 1994.

Renee K. Szukala
Notary Public

My Commission Expires: July 5, 1998



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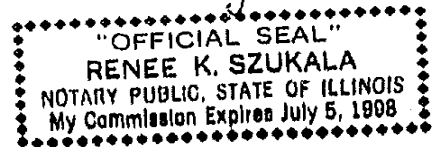
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that George Michael Moser whose name is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of July, 1994.

Renee K Szukala
Notary Public

My Commission Expires: July 5, 1998



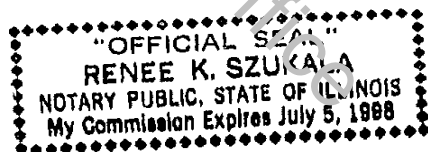
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James Edward Moser whose name is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of July, 1994.

Renee K Szukala
Notary Public

My Commission Expires: July 5, 1998



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EXHIBIT "A"

PHASE II PROPERTY

LOT 1 IN NORTHWEST CORPORATE CENTRE UNIT II BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6, AND THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 6 1986, AS DOCUMENT NUMBER 86-228827, IN COOK COUNTY, ILLINOIS.

PHASE III PROPERTY

LOT 1 IN NORTHWEST CORPORATE CENTRE UNIT III, BEING A SUBDIVISION OF PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 18, 1986, AS DOCUMENT NUMBER 86-251398, IN COOK COUNTY ILLINOIS.

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EXHIBIT "B"

Phase II Loan Documents

1. Phase II Note
2. Phase II Mortgage
3. Assignment of Rents and Leases from the Phase II Trust to Aetna dated June 13, 1986 and recorded June 23, 1986 in the Recorder's Office as Document No. 86255565 1/2.
4. Representations and Warranties by Beneficiary of Trust and Confirmatory Security Agreement dated June 13, 1986 from George A. Moser, James M. Moser, James E. Moser and George M. Moser to Aetna.
5. UCC-1 Financing Statement from Phase II Trust to Aetna filed with the Illinois Secretary of State.
6. UCC-2 Financing Statement from the Phase II Trust to Aetna recorded June 23, 1986 in the Recorder's Office as Document No. 86U16425.
7. UCC-1 Financing Statement from George A. Moser to Aetna filed with the Illinois Secretary of State.
8. UCC-2 Financing Statement from George A. Moser to Aetna recorded June 23, 1986 in the Recorder's Office as Document No. 86U16421.
9. UCC-1 Financing Statement from George M. Moser to Aetna filed with the Illinois Secretary of State.
10. UCC-2 Financing Statement from George M. Moser to Aetna recorded June 23, 1986 in the Recorder's Office as Document No. 86U16422.
11. UCC-1 Financing Statement from James M. Moser to Aetna filed with the Illinois Secretary of State.
12. UCC-2 Financing Statement from James M. Moser to Aetna recorded June 23, 1986 in the Recorder's Office as Document No. 86U16423.
13. UCC-1 Financing Statement from James E. Moser to Aetna filed with the Illinois Secretary of State.
14. UCC-2 Financing Statement from James E. Moser to Aetna recorded June 23, 1986 in the Recorder's Office as Document No. 86U16424.

Phase III Loan Documents

1. Phase III Note
2. Phase III Mortgage
3. Assignment of Rents and Leases from the Phase III Trust to Aetna dated June 30, 1986 and recorded July 3, 1986 in the Recorder's Office as Document No. 86276495.
4. Representations and Warranties by Beneficiary of Trust and Confirmatory Security Agreement dated June 30, 1986 from George A. Moser, James M. Moser, James E. Moser and George M. Moser to Aetna.
5. Assignment of Architectural and Engineering Documents dated June 8, 1986 from George A. Moser, James M. Moser, James E. Moser and George M. Moser to Aetna.
6. Assignment of Construction Documents dated June 30, 1986 from George A. Moser, James M. Moser, James E. Moser and George M. Moser to Aetna.
7. UCC-1 Financing Statement from the Phase III Trust to Aetna filed with the Illinois Secretary of State.
8. UCC-2 Financing Statement from the Phase III Trust to Aetna recorded in the Recorder's Office as Document No. 86U17571.
9. UCC-1 Financing Statement from James M. Moser to Aetna filed with the Illinois Secretary of State.
10. UCC-2 Financing Statement from James M. Moser to Aetna recorded in the Recorder's Office as Document No. 86U17570.
11. UCC-1 Financing Statement from James E. Moser to Aetna filed with the Illinois Secretary of State.
12. UCC-2 Financing Statement from James E. Moser to Aetna recorded in the Recorder's Office as Document No. 86U17569.

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13. UCC-1 Financing Statement from George A. Moser to Aetna filed with the Illinois Secretary of State.
14. UCC-2 Financing Statement from George A. Moser to Aetna recorded in the Recorder's Office as Document No. 86U17568.
15. UCC-1 Financing Statement from George M. Moser to Aetna filed with the Illinois Secretary of State.
16. UCC-2 Financing Statement from George M. Moser to Aetna recorded in the Recorder's Office as Document No. 86U17567.

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