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Town Center-Bank

LOAN MODIFICATION AGREEMENT

This Agreement is made and entered into as of the 15th day of December, 1993 by and between Town Center, Inc., an Illinois corporation ("Owner") and THE XXIV Mortgage Corporation, an Illinois corporation ("Lender").

WITNESSETH, THAT:

DEPT-01 RECORDING \$33.00
740000 TRAN 6120 01/14/94 09:56:00
#8332 * -94-050027
COOK COUNTY RECORDER

WHEREAS, Owner is the record title holder of certain real estate located in Cook County, Illinois, commonly known as Town Center Shopping Center, Skokie, and legally described on Exhibit A attached hereto (the "Real Estate"); and

WHEREAS, Lender is the holder of a promissory note (the "Note") from Owner dated October 31, 1991 which evidences a loan (the "Loan") in the original principal amount of Six Million and 00/100 Dollars (\$6,000,000.00); and

WHEREAS, pursuant to that certain Bifurcation Agreement (the "Bifurcation Agreement") by and between Owner and Lender, the unpaid principal balance of the Note is Three Million One Hundred Eighty-four Thousand and 00/100 Dollars (\$3,184,000.00); and

WHEREAS, payment of the Note is secured by, among other things, the following documents (which along with all other documents which secure the Loan are collectively the "Security Documents") which, to the extent recorded and unless otherwise set forth herein, were recorded in the office of the Cook County Recorder of Deeds on April 17, 1990:

1. Construction Mortgage and Security Agreement with Assignment of Rents recorded as Document No. 90173139 as amended by First Amendment to Construction Mortgage and Security Agreement with Assignment of Rents recorded May 5, 1992 as Document No. 92304027;
2. Assignment of Rents and Leases recorded May 5, 1992 as Document No. 90173140 as amended by First Amendment to Assignment of Rents recorded as Document No. 92304028;
3. UCC-2 Finance Statement recorded as Document Nos. 90408146 and 90408149; and
4. Construction Loan Agreement dated April 6, 1990, as amended by First Amendment to Construction Loan Agreement dated October 31, 1991;

WHEREAS, the Owner and Lender have agreed upon certain modifications to the Note and the Security Documents, as provided for herein ("Loan Modifications"); and

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WHEREAS, the Loan Modification shall be in full force and effect from and after January 1, 1994 (the "Effective Date").

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and Lender agree upon the following Loan Modifications:

1. The rate of interest upon outstanding balances of the Note shall be Ten and 25/100 Percent (10.25%) per annum.

2. The principal balance of the Note shall be amortized on the basis of a twenty-five (25) year term.

3. There shall be monthly payments of principal and interest in the amount of Twenty Nine Thousand Four Hundred Ninety-six and 04/100 Dollars (\$29,496.04), payable in the first day of each month hereafter, with the next scheduled payment to be due on January 1, 1994.

4. The principal balance of the Note together with accrued interest and all other sums evidenced by the Note and/or secured by the Security Documents shall be due and payable on December 31, 2003.

5. The Loan will be closed to prepayment for a period of five (5) years after the Effective Date (for convenience in reference each year after the Effective Date is referred to as a "Loan Year"). Thereafter, the Loan may be prepaid in full but not in part upon not less than thirty (30) days' prior written notice and the payment of the following premium based upon the amount of principal which is prepaid:

a. If the prepayment is during the sixth (6th) Loan Year, the premium shall be Three Percent (3%);

b. If the prepayment is during the seventh (7th) Loan Year, the premium shall be Two Percent (2%);

c. If the prepayment is during the eighth (8th) Loan Year, the premium shall be One Percent (1%); and

d. If the prepayment is during the ninth (9th) or tenth (10th) Loan Year, there shall be no premium.

6. All liabilities, obligations and covenants of guarantors and indemnitors pursuant to the Amended and Restated Guaranty of Payment and Performance, Amended and Restated Payment Guaranty and Amended and Restated Indemnity Agreement (as those terms are defined in the Security Documents) have been released by Lender. All references to the Amended and Restated Guaranty of Payment and Performance, Amended and Restated Payment Guaranty and

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Amended and Restated Indemnity Agreement which appear in the Note and Security Documents are hereby deleted in their entirety.

7. Lender has released Owner from its obligation to provide and maintain the Letter of Credit (as defined in the Security Documents) as additional security for the Loan. All references to the Letter of Credit which appear in the Note and Security Documents are hereby deleted in their entirety.

8. Lender acknowledges that all of the improvements located on the Real Estate have been completed pursuant to the requirements of the Security Documents and to Lender's satisfaction. Owner has no further construction obligations under the Security Documents, all such obligations having been and being hereby released by Lender.

9. Any and all references in the Note Security Documents to Trustee, Beneficiary or Partnership are hereby deemed to mean the Owner as defined herein.

10. Lender has released and does hereby release owner from its obligations to make periodic payments of Net Proceeds from the Project (as defined in the Note) to reduce the outstanding balance of the Loan. All references to Net Proceeds from the Project which appear in the Note and Security Documents are hereby deleted in their entirety.

11. Lender consents to the existence of a junior loan (the "Junior Loan") in the amount of Two Million Eight Hundred Sixteen Thousand Dollars (\$2,816,000.00) from The XXIV Corporation, an Illinois corporation (the "Junior Lender") which may be secured by a mortgage and other loan documents encumbering the Real Estate in favor of Junior Lender (collectively the "Junior Loan Documents") which shall be junior and subordinate to the liens and security interests created by the Security Documents as hereby amended. The Junior Loan Documents are executed and delivered pursuant to the Bifurcation Agreement and do not represent new loan indebtedness, but are executed and delivered to effectuate the bifurcation process referenced in the Bifurcation Agreement.

12. Upon Lender's receipt of written notice of the identity and mailing address of the Junior Lender, Lender agrees to give Junior Lender written notice of default or any event or condition which with the passage of time and/or giving of notice would become a default under the Security Documents and shall give Junior Lender (a) twenty (20) days to cure any of Owner default in the payment of principal or interest secured by the Security Documents and (b) thirty (30) days thereafter to cure any other default. Nothing herein shall obligate Junior Lender to cure any default of Owner.

13. All notices or other communications required or permitted under the Security Documents should be sent to Owner, addressed as follows:

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Town Center, Inc. 050027
5722 West Dempster
Morton Grove, Illinois 60053
Attn: President.

14. There are no obligations of either Lender or Owner with respect to the Loan other than as expressly set forth in the Note and the Security Documents.

15. The Note and the Security Documents are modified to incorporate the provisions of this Agreement and, as so modified, are ratified, confirmed and approved.

16. Notwithstanding any provision contained herein or in the Security Documents to the contrary, Lender shall look only to the Real Estate as its sole remedy and source for collection of amounts due under the Note or the Security Documents. Nothing contained herein, in the Note or in any of the Security Documents shall be construed as making any officer, director, employee or shareholder of the Owner liable for the payment of all or any portion of the Loan or for the payment or performance (or the failure of performance) of any of the Owner's obligations hereunder, under the Note or under the Security Documents.

Dated as of the day and year first above written.

TOWN CENTER, INC., an Illinois corporation

By: [Signature]

Vice President

Attest:

THE XXIV MORTGAGE CORPORATION, an Illinois corporation

By: [Signature]

Attest:

This instrument was prepared by: W. K. Rosenthal
Martin K. Blonder
Rosenthal and Schanfield
55 East Monroe Street
46th Floor
Chicago, Illinois 60603

RAS 062049-111
C:\WP\INDOC\MBVL\NET\WNSR.
11/30/93

Box 78

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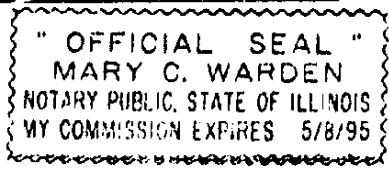
STATE OF Illinois)
COUNTY OF Cook) SS.

I, Mary C. Warden, a Notary Public in and for the County and State aforesaid, do hereby certify that Lawrence Shure, a Vice President, and Secretary of Town Center, Inc, (the "Corporation") personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 acts, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said Corporation, did affix the 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 notarial seal this 30th day of December, 1993.

Mary C. Warden
Notary Public

My Commission Expires



Cook County Clerk's Office

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STATE OF Illinois)
COUNTY OF Cook) SS.

I, Mary C. Warden, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard G. Tomadow, a _____ President, and _____ Secretary of The XIV Mortgage Corporation, (the "Corporation") personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ 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 acts, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said _____ Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said Corporation, did affix the 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 notarial seal this 27th day of December, 1991.

Mary C. Warden
Notary Public

My Commission Expires

" OFFICIAL SEAL "
MARY C. WARDEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/8/92

Cook County Clerk's Office

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EXHIBIT **A** 9 10 5 0 2 7
LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN ARGENT SUBDIVISION, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS, PARKING AND OTHER MATTERS CONTAINED IN DECLARATION OF EASEMENTS AND RESTRICTIONS DATED APRIL 16, 1990 AND RECORDED APRIL 17, 1990 AS DOCUMENT 90173136. AMENDED AND RESTATED DECLARATION OF EASEMENTS AND RESTRICTIONS RECORDED MAY 9, 1990 AS DOCUMENT 90215470, AND SECOND AMENDED AND RESTATED DECLARATION OF MUTUAL EASIMENTS AND RESTRICTION RECORDED FEBRUARY 25, 1991 AS DOCUMENT 91085415.

PIN NO. 10-26-401-085

NORTHWEST QUADRANT OF TOUHY AND KEDZIE AVENUES
SKOKIE, ILLINOIS

Property of Cook County Clerk's Office

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