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. COOK COUNTY RECORDER

FIRST MODIFICATION AGREEMENT

7498216
This First Modification of a Secured Promissory Note; Construction Loan Agreement; Mortgage, Assignment of Rents and Leases and Security Agreement; and Assignment of Rents and Leases (hereinafter referred to as the "First Modification Agreement") made as of this 1st day of September, 1995 (the "Effective Date") by and between SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER, an Illinois not-for-profit corporation whose address is 9191 South Exchange Avenue, Chicago, Illinois ("Borrower") and SOUTH CHICAGO BANK ("Lender"), an Illinois state chartered bank whose address is 9200 South Commercial Avenue, Chicago, Illinois.

WITNESSETH THAT:

WHEREAS, Borrower has executed and delivered to Lender that certain Secured Promissory Note dated January 30, 1995 in the original principal amount of Eight Hundred Thousand and No/100 (\$800,000.00) Dollars (the "Note"), evidencing that certain loan extended by Lender to Borrower (the "Loan") pursuant to the terms and conditions of that certain Construction Loan Agreement dated January 30, 1995 (the "Loan Agreement") as executed by and between Borrower and Lender;

THIS INSTRUMENT PREPARED BY AND
UPON RECORDING SHOULD BE
RETURNED TO:

Donna M. Shaw
Schwartz & Freeman
401 North Michigan Avenue
Suite 1900
Chicago, Illinois 60611

Recorder's Box No. 57

STREET ADDRESS:

8640 South Chicago Avenue
Chicago, Illinois

PERMANENT INDEX TAX NUMBERS:

20-36-423-026
20-36-423-027
20-36-423-062
20-36-423-033
20-36-423-034
20-36-423-035
20-36-423-036
20-36-423-037
20-36-423-038

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WHEREAS, the Note is secured by a Mortgage, Assignment of Rents and Leases and Security Agreement dated January 30, 1995 (the "Mortgage") executed by Borrower, relating to the property commonly known as 8640 South Chicago Avenue, Chicago, Illinois and legally described in Exhibit "A" attached hereto (the "Mortgaged Property"), which was recorded with the Recorder of Deeds of Cook County, Illinois on February 24, 1995 as Document No. 95-130492;

WHEREAS, the Note is further secured by an Assignment of Rents and Leases dated January 30, 1995 executed by Borrower as Assignor and recorded with the Recorder of Deeds of Cook County, Illinois on February 24, 1995 as Document No. 95-130493 (the "Assignment of Rents and Leases"), relating to the Mortgaged Property;

WHEREAS, Lender extended the Loan to Borrower, pursuant to the terms and conditions of the Loan Agreement, for purposes of enabling Borrower to finance the "Project", as such term is defined in the Loan Agreement (the "Project"), which consists of the renovation of an approximate 13,000 square foot commercial building located on the Mortgaged Property;

WHEREAS, Borrower was required under the Loan Agreement to complete the Project on the Permanent Funding Date, defined in Section 1.1 of the Loan Agreement as the first day of the calendar month immediately following completion of the renovation of the Project provided all of the requirements set forth in Article VII of the Loan Agreement have been fully satisfied by Borrower on said date, but in no event later than June 1, 1995 (the "Permanent Funding Date");

WHEREAS, pursuant to Paragraph 2A of the Note, Borrower was required to pay interest only on the Loan on the first day of each calendar month immediately following the first disbursement of the Loan and continuing to and including the Permanent Funding Date;

WHEREAS, pursuant to Section 7.1 of the Loan Agreement, all principal and remaining accrued and unpaid interest on the Note would become due and payable on demand at any time on or after the June 1, 1995, unless all of the requirements and conditions set forth in Article VII of the Loan Agreement, including, but not limited to, the completion of the Project, were satisfied on or before the Permanent Funding Date;

WHEREAS, Borrower did not satisfy all of the requirements and conditions set forth in Article VII of the Loan Agreement (hereinafter, referred to as the "Permanent Funding Requirements") as of June 1, 1995 and, the Permanent Funding Requirements remain unsatisfied as of the Effective Date;

WHEREAS, as of September 1, 1995, the outstanding principal balance of the Loan equals SEVEN HUNDRED THOUSAND EIGHT HUNDRED EIGHTY-SIX AND 08/100 (\$700,886.08) DOLLARS;

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WHEREAS, Borrower has requested Lender to amend the Loan Agreement to extend the Permanent Funding Date until December 1, 1995 and to amend the Note to continue to provide for payments of interest only beginning on June 1, 1995 and continuing on the first day of each month thereafter through and including December 1, 1995 (the "Borrower's Request");

WHEREAS, Lender is willing to grant Borrower's Request provided all of the following conditions are satisfied:

- (1) Borrower corrects the existing sewer and drainage problems affecting the Project to Lender's satisfaction on or before December 1, 1995;
- (2) The General Contractor for the Project completes the outstanding punchlist items to Lender's satisfaction on or before December 1, 1995;
- (3) Borrower completely satisfies all of the Permanent Funding Requirements on or before December 1, 1995;
- (4) Borrower delivers to Lender a Certificate of Good Standing from the Illinois Secretary of State for Borrower;
- (5) Borrower delivers to Lender a Corporate Certificate with attached resolution in a form and content acceptable to Lender evidencing the due execution of this First Modification Agreement;
- (6) Borrower executes and delivers to Lender this First Modification Agreement; and
- (7) Borrower pays all of Lender's attorneys' fees in preparing this First Modification Agreement, as well as all costs and expenses incurred by Lender (hereinafter, "Lender's Legal Fees and Expenses") in connection with the same including, but not limited to, any recording fees (all of the foregoing constituting "Lender's Conditions");

WHEREAS, Borrower accepts and consents to all of Lender's Conditions;

WHEREAS, the parties hereto are desirous of modifying the Note, the Loan Agreement, the Mortgage and the Assignment of Rents and Leases;

WHEREAS, Borrower and Lender have agreed to enter into this First Modification Agreement.

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NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED:

1. Recitals. All of the recitals to this First Modification Agreement are fully incorporated herein by this reference thereto with the same force and effect as though restated herein.

2. Non-Waiver of Existing Event of Default. The Borrower hereby acknowledges and affirms that the Borrower is presently in default under the Loan Agreement and the Loan Documents by virtue of the following existing event of default under the Loan Agreement (the "Existing Default"):

a. The Mechanic's Lien Notice and Claim filed by A & I Supply, Inc., Claimant against Borrower, Lender, F. J. Lawdensky Construction and Bala Construction as Defendant in the amount of \$8,006.69 which was recorded with the Cook County, Illinois Recorder of Deeds on July 13, 1995 as Document No. 95-483418 (the "A & I Supply, Inc. Mechanic Lien Claim").

Notwithstanding anything contained herein to the contrary, the Borrower hereby expressly acknowledges that Lender's agreement to enter into this First Modification Agreement shall not be construed as a waiver of the Existing Default and that Lender shall be free at any time after the Effective Date to exercise all of its rights and remedies under the Loan Documents in connection with the Existing Default, as well as in connection with any other Default which may arise after the execution date of this First Modification Agreement. Borrower hereby specifically acknowledges and confirms that Lender has no obligation to fund any additional draws of the Loan under the Loan Agreement until the A & I Supply, Inc. Mechanic Lien Claim and any other mechanics' lien claims are released of record.

3. Modification of Note. As of the Effective Date, the Note is hereby amended as follows:

a. Subsection D(1) of Section 1 of the Note is hereby deleted in its entirety and the following is substituted therefore:

"D. "Maturity Date" shall mean the earlier of:

(1) December 1, 1995 in the event all of the requirements and conditions set forth in Article VII of the Loan Agreement have not been fully satisfied by Borrower by December 1, 1995; or"

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b. Subsection G of Section 1 of the Note is hereby deleted in its entirety and the following is substituted therefore:

"G. "Permanent Funding Date" shall mean the first day of the calendar month immediately following completion of the renovation of the Project provided all of the requirements and conditions set forth in Article VII of the Loan Agreement have been fully satisfied by Borrower, but in no event later than December 1, 1995."

c. The references to, "June 1, 1995" in Paragraph 2C of the Note are hereby deleted and substituted with, "December 1, 1995".

4. Modification of Loan Agreement. As of the Effective Date, the Loan Agreement is hereby modified as follows:

a. The definition of the term "Permanent Funding Date" set forth in Section 1.1 of the Loan Agreement is hereby amended and restated to read as follows:

"Permanent Funding Date: the first day of the calendar month immediately following completion of the renovation of the Project provided all of the requirements and conditions set forth in Article VII of this Agreement have been fully satisfied by Borrower on said date but in no event later than December 1, 1995."

b. The first clause of Section 7.1 of the Loan Agreement is hereby deleted in its entirety and the following is substituted therefor:

"7.1 Conditions to be Satisfied. Borrower agrees that all unpaid principal and interest on the Note shall be due and payable on demand at any time on or after December 1, 1995, unless Borrower shall have fulfilled, to the satisfaction of Lender, all requirements or conditions set forth herein and in the Commitment, including, without limitation, the following:"

c. Section 12.1 of the Loan Agreement is hereby amended to include the following new subsection 12.1(p) as a Default under the Loan Agreement:

"(p) The failure of Borrower to correct the sewer and drainage problems affecting the Project to Lender's satisfaction on or before December 1, 1995."

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5. Reaffirmation of Mortgage and Assignment of Rents and Leases. The Borrower hereby acknowledges its consent to the modification of the Note pursuant to the terms of this First Modification Agreement and affirms that the Mortgage and the Assignment of Rents and Leases each secure the repayment of the indebtedness evidenced by the Note, as modified by the terms of this First Modification Agreement.

6. Reaffirmation of Warranties and Representations. In order to induce Lender to extend the Permanent Funding Date to December 1, 1995 and to amend the Note in accordance with Borrower's Request and to further induce Lender to enter into this First Modification Agreement, Borrower hereby reaffirms that all of the warranties, representations, covenants and obligations made by it to Lender in all of the Loan Documents (as such term is defined in Section 1.1 of the Loan Agreement), as amended by this First Modification Agreement, are true and correct as of the Effective Date.

7. References. Any and all references to the Permanent Funding Date and the payment terms of the Note contained in the Mortgage, the Assignment of Rents and Leases, the Loan Agreement and/or any of the other Loan Documents shall be deemed to refer to the aforesaid items in the Note, as modified by this First Modification Agreement. All references herein to any of the Loan Documents shall be understood to be to the Loan Documents as modified hereby. All references in any of the Loan Documents to any other one or more of the Loan Documents shall be hereafter deemed to be to such document(s) as modified hereby.

8. No Defenses, Counterclaims. Borrower hereby represents and warrants to, and covenants with Lender that as of the Effective Date, (a) Borrower has no defenses, offsets or counterclaims of any kind or nature whatsoever against Lender with respect to the Loan and/or any of the Loan Documents, or any action previously taken or not taken by Lender with respect thereto or with respect to any security interest, encumbrance, lien or collateral in connection therewith to secure the liabilities of Borrower, and (b) that Lender has fully performed all obligations to Borrower which it may have had or has on and of the date hereof.

9. Choice of Law. This First Modification Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

10. Reaffirmation of Loan Documents. Except for the modifications stated above, the Note, the Loan Agreement, the Mortgage, the Assignment of Rents and Leases and the other Loan Documents evidencing and/or securing the Note are not otherwise changed, modified or amended, and all other terms and conditions thereof remain in full force and effect. Notwithstanding anything to the contrary contained herein, to the extent that the terms and

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conditions of the Loan Documents conflict with the terms of this First Modification Agreement, this First Modification Agreement shall control. Borrower and Lender expressly state, declare and acknowledge that this First Modification Agreement is intended only to modify Borrower's continuing obligations in the manner set forth herein, and is not intended as a novation.

11. Captions. The captions used herein are for convenience of reference only and shall not be deemed to limit or affect the construction and interpretation of the terms of this First Modification Agreement.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

LENDER:

SOUTH CHICAGO BANK

By: James T. Sheehan
Name: James T. Sheehan
Its: Assistant Vice-President

BORROWER:

SOUTH EAST ALCOHOL AND DRUG
ABUSE CENTER, an Illinois not-
for-profit corporation

By: Gregory A. Zyvert
Name: Gregory A. Zyvert
Its: Executive Director

By: Charles E. McDowell
Name: Charles E. McDowell
Its: President

Attest: Ramona F. Edwards
Name: Ramona F. Edwards
Its: Secretary

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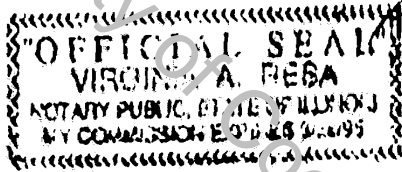
11/11/2011

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that before me this day personally appeared JAMES T. SHEEHAN, known to me to be the same person whose name is subscribed to the foregoing instrument, as the Assistant Vice-President of SOUTH CHICAGO BANK and that he acknowledged to me that he executed and delivered said First Modification Agreement as his free and voluntary act and as the free and voluntary act of SOUTH CHICAGO BANK for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27th day of September, 1995.



Virginia A. Pega
Notary Public

My Commission Expires:

9/25/95

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY

LOTS 51 TO 66, BOTH INCLUSIVE, IN BLOCK 4 IN LINCOLN SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH AND EAST OF THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY'S RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NUMBERS: 20-36-423-026
20-36-423-027
20-36-423-062
20-36-423-033
20-36-423-034
20-36-423-035
20-36-423-036
20-36-423-037
20-36-423-038

STREET ADDRESS: 8540 South Chicago Avenue
Chicago, Illinois

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11-11-11