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MODIFICATION AGREEMENT

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THIS MODIFICATION AGREEMENT is made as of the 14th day of June, 1995 by and between Belmont National Bank of Chicago, its successors and assigns ("Lender"), and 9401 Grand L.L.C., an Illinois limited liability company ("Borrower"), Robert J. Bobb and Donald L. Shoemaker (individually, "Guarantor" and collectively, "Guarantors").

RECITALS:

WHEREAS, on June 12, 1995, Borrower borrowed from Lender and Lender loaned to Borrower, the sum of Eleven Million One Hundred Thousand Dollars (\$11,100,000) (the "Loan") for the purpose of purchasing and improving the Property (as defined in the Loan Documents, as defined herein).

DEPT-01 RECORDING \$37.00
 T#0003 TRAN 9546 12/12/95 15:02:00
 47537 + DR * -95-863199
 COOK COUNTY RECORDER
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 T#0003 TRAN 9546 12/12/95 15:02:00
 47537 + DR * -95-863199
 COOK COUNTY RECORDER

WHEREAS, the Loan was evidenced by the following notes (the "Notes"):

95863199

- A. Tranche A Promissory Note in the principal amount of Eight Million Three Hundred Ninety-Six Thousand Dollars (\$8,396,000.00);
- B. Tranche B Promissory Note in the principal amount of Four Hundred Fifty Thousand Dollars (\$450,000.00);
- C. Tranche C Promissory Note in the principal amount of Nine Hundred Ninety-Four Thousand Dollars (\$994,000.00);
- D. Tranche D Promissory Note in the principal amount of Three Hundred Sixty Thousand Dollars (\$360,000.00); and
- E. Mezzanine Note in the principal amount of Nine Hundred Thousand Dollars (\$900,000.00).

WHEREAS, the Notes are secured by the following described documents (the Notes and the following documents are collectively referred to as the "Loan Documents"):

- A. Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement made from Borrower to Lender dated as of June 5, 1995 and recorded with the Cook County Recorder's Office on June 14, 1995, as Document No. 95385090.



RETURN TO BOX 389 (JRM)

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- B. Absolute Assignment of Rents and Leases made from Borrower to Lender, dated as of June 5, 1995 and recorded with the Cook County Recorder's Office on June 14, 1995 as Document No. 95385091.
- C. UCC Financing Statements from Borrower, as Debtor, to Lender, as Secured Party.
- D. Guaranty Agreement from Robert J. Bobb and Guaranty Agreement from Donald L. Shoemaker to Lender both dated as of June 5, 1995 (collectively, the "Guaranties").
- E. Collateral Assignment of Plans, Licenses and Contracts from Borrower to Lender dated as of June 5, 1995.
- F. Environmental Indemnity Agreement from Borrower and Guarantors to Lender, dated as of June 5, 1995.

WHEREAS, Borrower and Guarantors have requested that Lender modify the Loan Documents as provided herein and Lender is willing to make such modifications, subject to the terms and conditions set forth below.

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

95863199

1. The foregoing recitals are hereby incorporated into and made a part of this Agreement.
2. Lender's approval rights with respect to leases in Section 3.2 of the Assignment of Rents and Leases shall only apply to any prospective tenant's use of the Property.
3. Lender may not require Borrower to (i) cause any tenant to cure any default under any lease, or (ii) cure any default by Borrower under any Lease; provided, Borrower shall take reasonable efforts to cure any such default by Borrower or Tenant, as defined in the Mortgage, and if deemed appropriate by Borrower, Borrower may terminate any lease in which any such default occurs. In the event Lender reasonably believes that any such default by Borrower materially impacts the value of its security under the Loan Documents, Lender shall have the right to cure such default and to add the reasonable costs related to such cure to the principal due under the Loan Documents.
4. Borrower's address under all of the documents for notice or otherwise is changed to: 9401 West Grand Avenue, Franklin Park, Illinois, 60131.
5. Paragraph 3.28 of the Mortgage shall be modified as follows:
 - (i) The "Office Parcel" is defined as all portions of the Property not leased under the Houston Lease.
 - (ii) In the event of a partial release of the Mortgage, Borrower will grant a parking easement for the benefit of that portion of the Property not released,

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only if (i) such parking easement is required in order that the Property remain in compliance with all applicable zoning laws after the partial release and any transfer pursuant thereto, or (ii) the title company requires such Easement to issue an updated 3.1 Zoning Endorsement with Parking following the partial release. Any such Easement shall include a cross utility easement, including any necessary provisions for the continued operation of the Office Parcel and the remaining portion of the Property.

(iii) Any required notice under any of the Loan Documents must be given in writing in order to be effective.

(iv) The Notes are hereby modified to provide that Lender may not collect a prepayment fee on any prepayment due to a casualty or a condemnation or taking by a governmental entity. The prepayment shall not relieve the Borrower from making other required payments of interest or fees otherwise due under the Loan Documents.

6. The Guaranties are modified as follows:

A. In the event of the death or mental incapacity of any Guarantor, and at such time there exists no uncured event of default under the Loan Documents, Borrower or the other Guarantor shall have one hundred and twenty (120) days to provide Lender with a substitute Guarantor or substitute collateral acceptable to Lender in its reasonable discretion.

B. In the event of an involuntary bankruptcy or appointment of a trustee, receiver or liquidator or assumption by any court of jurisdiction of, all or any part of the Property, Borrower shall have sixty (60) days to either have such bankruptcy case, receiver, liquidator or other proceedings dismissed.

7. Paragraph 6 of the Environmental Indemnity is amended as follows:

A. Subparagraphs (i) and (ii) are deleted; and

B. Subparagraphs (iii) and (iv) are revised to state that Borrower shall have one hundred fifty (150) days following Closing to provide Lender with evidence reasonably acceptable to Lender that there is no residual contamination at the Premises. Any such residual contamination, if any, will be removed in accordance with all Environmental Laws.

8. Terms not defined herein have the same meaning as defined in the Loan Documents.

9. In the event of any conflict, the provisions of this side letter shall supersede the provisions of the Loan Documents

95863199

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

9401 GRAND L.L.C., an Illinois limited liability company

By: Walt Stank
Its: MDA

BELMONT NATIONAL BANK OF CHICAGO

By: Ann Mitchell
Its: AVP



This instrument prepared by:

James R. Meyer
D'Ancone & Pfau
30 N. LaSalle Street
Suite 2900
Chicago, Illinois 60602

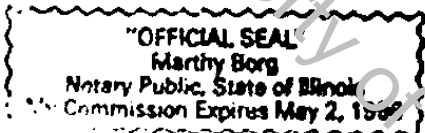
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Marilyn Borg, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald E. Shoemaker, member of 9401 Grand L.L.C., an Illinois limited liability company, 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 on behalf of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 14th day of June, 1995.



Marilyn Borg
Notary Public
(SEAL)

My commission expires: 5-2-96

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

95863199

I, Deborah M. Woodrum, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Scott H. Hill, VP of Belmont National Bank, a national banking association, 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 on behalf of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 14th day of June, 1995.

The foregoing instrument was acknowledged before me this 14th day of June, 1995 by Scott H. Hill of Belmont National Bank.



Deborah M. Woodrum
Notary Public

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EXHIBIT 'A'

LEGAL DESCRIPTION

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF GRAND AVENUE (EXCEPT THEREFROM THE EAST 156.8 FEET AND EXCEPT THAT PART FALLING IN WASHINGTON STREET) IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID WEST 1/2 AT A POINT 156.8 FEET WEST OF THE SOUTH EAST CORNER OF SAID WEST 1/2; THENCE RUNNING NORTH PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 174.65 FEET; THENCE WEST PARALLEL WITH THE SAID SOUTH LINE 498.7 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 174.65 FEET TO THE SOUTH LINE; THENCE EAST ON SAID SOUTH LINE 498.7 FEET TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART THEREOF CONVEYED TO THE VILLAGE OF FRANKLIN PARK BY DEED RECORDED JULY 21, 1925 AS DOCUMENT NUMBER 8981920 OF RECORD AND ALSO EXCEPTING THEREFROM THE NORTH 37 1/2 FEET OF THAT PART OF THE ABOVE DESCRIBED PROPERTY LYING EAST OF THE WASHINGTON STREET AS EXTENDED AND WEST OF ALLEY IMMEDIATELY EAST AND ADJOINING THERETO AND EXCEPT PART CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 12518201), ALSO EXCEPTING THEREFROM THOSE PARTS FALLING WITHIN EDGINGTON STREET AND GRAND AVENUE) IN COOK COUNTY, ILLINOIS

95863199

PARCEL 3:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 127.49 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, AND 625.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST ALONG A LINE 625 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 1583.46 FEET TO THE SOUTH LINE OF GRAND AVENUE; THENCE SOUTH 82 DEGREES 24 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID GRAND AVENUE A DISTANCE OF 630.53 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 00 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 1175.03 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 89 DEGREES 47 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 118.12 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 50 SECONDS EAST A DISTANCE OF 69.25 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 24 SECONDS WEST A DISTANCE OF 233.08 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 59 SECONDS WEST A DISTANCE OF 3.82 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 36 SECONDS WEST A DISTANCE OF 40.82 FEET; THENCE SOUTH 00

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DEGREES 01 MINUTES 59 SECONDS WEST A DISTANCE OF 352.11 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 34 SECONDS WEST A DISTANCE OF 55.05 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 32 SECONDS EAST A DISTANCE OF 41.82 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 177.96 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 327.48 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, AND 625.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 01 MINUTE 16 SECONDS WEST ALONG A LINE 625.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, SAID LINE BEING THE EASTERLY LINE OF EDGINGTON STREET, A DISTANCE OF 1583.46 FEET TO THE POINT OF BEGINNING ON THE SOUTH LINE OF GRAND AVENUE. FROM THE POINT OF BEGINNING THENCE SOUTH 82 DEGREES 25 MINUTES 15 SECONDS EAST ALONG THE SOUTH SOUTHERLY LINE OF GRAND AVENUE A DISTANCE OF 30.00 FEET TO AN ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS SURVEY MARKER; THENCE SOUTH 48 DEGREES 45 MINUTES 29 SECONDS WEST A DISTANCE OF 39.78 FEET TO AN ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS SURVEY MARKER ON THE SAID EASTERLY LINE OF EDGINGTON STREET; THENCE NORTH 00 DEGREES 01 MINUTE 16 SECONDS WEST ALONG SAID EASTERLY LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 4:

95863199

EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY THE EASEMENT AGREEMENT BY AND BETWEEN MOTOROLA, INC., A DELAWARE CORPORATION AND QUASAR ELECTRONICS CORPORATION, A DELAWARE CORPORATION ATTACHED TO AND MADE A PART OF THE INSTRUMENT DATED APRIL 27, 1995 AND RECORDED MAY 19, 1995 AS DOCUMENT 95330061, FOR PASSAGE OVER THE LAND DESCRIBED THEREIN, FOR THE FOLLOWING PURPOSE:

DRIVEWAY FOR INGRESS AND EGRESS TO THE QUASAR PARCELS FOR VEHICLES OF EVERY KIND AND PEDESTRIANS ALONG AND ACROSS THAT PORTION OF MOTOROLA'S PARCELS DESCRIBED AS PARCEL "B" IN THE EASEMENT RIDER ATTACHED AS EXHIBIT "C" THEREIN.

PIN Nos: 12-27-122-028-0000
12-27-123-091-0000
12-27-100-042-0000

Common Address: 9401 Grand Avenue
Franklin Park, Illinois