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COOK COUNTY RECORDER

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FOURTH LOAN MODIFICATION AGREEMENT

THIS SECOND LOAN MODIFICATION AGREEMENT (the "Agreement") is made as of this 27th day of March, 1996, by and among INTERNATIONAL COMMERCIAL BANK OF CHINA, CHICAGO BRANCH ("Lender"), TOTAL INTERNATIONAL TRADING CO., INC., an Illinois corporation ("Beneficiary"), CAL BROOK BANK, an Illinois banking corporation, as Trustee of Trust No. 2482 under Trust Agreement dated March 15, 1992 ("Trustee"), (Beneficiary and Trustee are referred to collectively herein as the "Borrower"), and NANCY L. YANG (the "Guarantor").

Recitals

A. **Original Loans.** Borrower executed and delivered to Lender that certain Note dated as of February 15, 1992 in the principal amount of \$400,000 (the "\$400,000 Note") payable to the order of Lender, which was not secured. Borrower executed and delivered to Lender that certain Note dated as of March 15, 1992 in the principal amount of \$212,500 (the "\$212,500 Note") payable to the order of Lender, which was secured by that certain Mortgage between Trustee and Lender dated as of March 15, 1992 and recorded on April 22, 1992 with the Cook County recorder of deeds as Document No. 92268603 on the property described on Exhibit "A" attached hereto and made a part hereof (the "Mortgage") and by that certain Security Agreement between Borrower and Lender dated as of February 14, 1993 (the "Security Agreement"). Guarantor is a shareholder of Beneficiary and derives financial benefit from the Note.

C. **Amendment No. 1/Loan Consolidation.** Borrower executed and delivered to Lender that certain Consolidated, Amended and Restated Loan Agreement dated as of February 14, 1993 (the "Consolidated Loan Agreement") and a Consolidated, Amended and Restated Note dated as of February 14, 1993 (the "Consolidated Note"), payable to the order of Lender in the original principal sum of \$712,500 with interest and principal payable as therein provided, originally maturing on February 15, 1994 (the "Maturity Date"), evidencing the loan made by Lender to Borrower (the "Loan"), which Consolidated Loan Agreement and Consolidated Note, among other things, consolidated the \$212,500 Note and the \$400,000 Note, increased the

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aggregate indebtedness thereunder from \$612,500 to \$712,500 and provided for the aggregate indebtedness of \$712,500 under the Consolidated Note and other sums due and payable thereunder to be secured by the Mortgage as reflected by that certain Amendment to Mortgage dated as of February 14, 1993 and recorded on March 11, 1993 as Document No. 93186191.

D. Amendment No. 2. Borrower and/or Trustee and Lender entered into an Amendment to the Consolidated Loan Agreement, an Amendment to the Consolidated Note and an Amendment No. 2 to Mortgage dated as of February 14, 1994, which documents, among other things, increased the aggregate indebtedness to \$812,500, extended the "LC and RC Maturity Date" (as defined therein) to February 13, 1995 and increased the limitation on use letters of credit and the revolving loan to \$500,000. Guarantors executed a Guaranty with respect to the Loan dated as of February 10, 1994 (the "Guaranty").

E. Amendment No. 3. Borrower and/or Trustee and Lender entered into an Amendment No. 3 to the Consolidated Loan Agreement, an Amendment No. 3 to the Consolidated Note and an Amendment No. 3 to the Mortgage dated as of February 14, 1995, which documents, among other things, reduced the interest rate from two percent (2.00%) to one and one-half percent (1.50%) over the "Prime Interest Rate" (as defined therein), increased the revolving credit limit from \$50,000 to \$100,000 and extended the "LC and RC Maturity Date" (as defined therein) from February 13, 1995 to February 13, 1996.

F. Amendment No. 4. Borrower desires to extend the LC and RC Maturity Date and to increase the amount of the letter of credit portion of the Loan, and Lender and Borrower are entering into this Agreement to reflect such modifications.

G. All loan documents, including without limitation, the Note, the Mortgage and the Guaranty, as amended, are collectively referred to herein as the "Loan Documents".

Agreements

NOW, THEREFORE, for and in consideration of the Recitals, which are made a part of this Agreement by this reference, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein which are not otherwise defined shall have the meanings given them in the Loan Documents.

2. **Modification of the Note.** The Note is hereby amended as follows: (a) the amount of the Letter of Credit portion of the Loan shall be increased by \$100,000, from \$600,000 to \$700,000, which shall increase the amount of the aggregate indebtedness from \$812,500 to \$912,500, and (b) the "LC and RC Maturity Date" (as defined therein) shall be extended from February 13, 1996 to February 13, 1997.

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3. **Modification of the Mortgage.** The Mortgage is hereby amended as follows: the aggregate amount of the principal sum due and payable under the Note shall be increased from \$812,500 to \$912,500.

4. **Modification of the Security Agreement.** The Security Agreement is hereby amended to secure the aggregate indebtedness under the Note, as modified, in the sum of \$912,500, and all other sums due and payable thereunder.

5. **Payment of Costs and Expenses.** Contemporaneously with the execution and delivery hereof, Borrower shall pay all costs and expenses incurred by Lender in connection with the Loan and incident to the preparation hereof and the consummation of the transactions specified herein, including any appraisals, recording and filing charges, fees for the issuance of an endorsement to the Lender's title insurance policy now insuring the lien of the Mortgage, which endorsement must be in form and substance acceptable to Lender, and attorney's fees and expenses.

6. **Deliveries.** In connection with the execution and delivery of this Agreement, the Borrower shall concurrently deliver to Lender, in form, substance and execution satisfactory to Lender, all documents or instruments reasonably required by Lender in connection with this Agreement.

7. **Ratification by the Guarantor.** Guarantor, by her execution of this Agreement, hereby consents to and joins in this Agreement and hereby declares and agrees with Lender that (i) the Guarantor absolutely, unconditionally and irrevocably guarantees to Lender the payment of all debts, liabilities and obligations of Borrower under the Loan Documents and the performance of all obligations, duties and agreements of Borrower under the Loan Documents, (ii) the Guaranty is an absolute, present and continuing guaranty of payment and performance and not of collection, (iii) Guarantor waives all notices and demands and any defense, right of setoff or claim against the Borrower and (iv) the Guaranty is hereby ratified, confirmed and reaffirmed in all respects.

8. **Further Assurances.** Borrower and Guarantor, upon request from Lender, agree to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the Loan evidenced by the Note.

9. **Full Force and Effect.** Except as expressly hereby amended, the terms and provisions of the Loan Documents shall remain in full force and effect. Lender and Borrower each hereby reaffirms and remakes its respective agreements, covenants, representations and warranties contained in the Loan Documents, as amended hereby.

10. **Validity of Liens; No Offsets, Etc.** Borrower hereby acknowledges that the liens and security interests created and evidenced by the Mortgage are valid and subsisting and further acknowledges and agrees that there are no offsets, claims or defenses to the Note or the Mortgage or other Loan Documents.

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11. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

12. Precedence. In the event of any conflict or inconsistency between the provisions contained in this Agreement and the provisions contained in the Loan Documents, the provisions contained in this Agreement shall govern and prevail in all respects.

13. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

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

LENDER:

International Commercial Bank of China

By: 

Harold Tao

Its: Senior Vice President
and General Manager

ATTEST:

By: 

Paul Chen

Its: Manager

BORROWER:

Total International Trading Co., Inc.

By: 

Its: _____ President

ATTEST:

By: 

Its: _____ Secretary

GUARANTOR:


Nancy L. Yang

This instrument was prepared by,
and when recorded return to:

Bell, Boyd & Lloyd
Attn: Gregory R. Andre, Esq.
70 W. Madison Street
Suite 3300
Chicago, Illinois 60602-4207

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STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, PATRICIA SMITH, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that NANCY L. YANG, who is 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 she signed, sealed and delivered said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of this 27th day of March, 1996.



[Signature]
Notary Public

My commission expires _____

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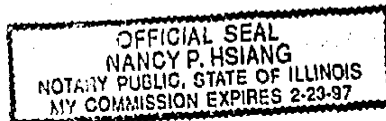
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, NANCY P. HSIANG, a Notary Public in and for said County and State
aforesaid, DO HEREBY CERTIFY, that Harold Tao, Senior Vice President and General
Manager of INTERNATIONAL COMMERCIAL BANK OF CHINA and Paul Chen, Manager
of said Bank, who are personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such Senior Vice President and General Manager and
Manager, 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.

GIVEN under my hand and Notarial Seal as of this 29th day of February, 1996.

[Signature]
Notary Public

My commission expires _____



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STATE OF ILLINOIS)

COUNTY OF COOK)

SS.

I, PATRICIA M. SMITH, a Notary Public in and for said County and

State aforesaid, DO HEREBY CERTIFY, that NANCY L. YANG and

FONTAINE WONG, personally known to me to be the _____

President and Secretary, respectively, of TOTAL INTERNATIONAL TRADING CO., INC., an

Illinois corporation, and personally known to me to be the same persons whose names are

subscribed to the foregoing instrument appeared before me this day in person and acknowledged

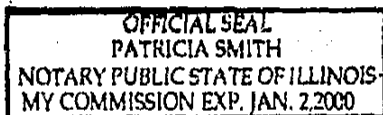
that they signed and delivered the said instrument as ITS President and

ITS Secretary of said corporation, pursuant to authority given by the Board

of Directors of said corporation, as the free and voluntary act of said corporation, for the uses and

purposes therein set forth.

Given under my hand and Notarial Seal as of this 27th day of March, 1996.



Patricia Smith
Notary Public

My commission expires _____

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Exhibit A

Legal Description

LEGAL DESCRIPTION OF 9515 SEYMOUR AVENUE, SCHILLER PARK, IL

THAT PART OF THE NORTH 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WISCONSIN CENTRAL RAILROAD COMPANY, DESCRIBED AS FOLLOWS. COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAID WISCONSIN CENTRAL RAILROAD AND THE NORTH LINE OF SAID NORTH 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, THENCE EAST ALONG THE SAID NORTH LINE OF THE SAID NORTH 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, 231.72 FEET, THENCE SOUTHEASTERLY ALONG A LINE PARALLEL TO AND 225.60 FEET (MEASURED AT RIGHT ANGLES) FROM THE EASTERLY RIGHT OF WAY LINE OF SAID WISCONSIN CENTRAL RAILROAD COMPANY A DISTANCE OF 217.99 FEET THENCE SOUTHWESTERLY ON A LINE FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE 225.60 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SAID WISCONSIN CENTRAL RAILROAD THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF THE SAID WISCONSIN CENTRAL RAILROAD 270.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 12-22-100-014
12-22-100-015

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