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DEPT-01 RECORDING \$61.00
T#0012 TRAN 9225 02/21/96 10:45:00
#1941 # DT *-96-134327
COOK COUNTY RECORDER

75-91-675 L

SECOND MODIFICATION AGREEMENT

This Second 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 "Second Modification Agreement") made as of this 16th day of January, 1996 (the "Effective Date") by and between SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER, an Illinois not-for-profit corporation whose address is 9101 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

BOX 333-CTI

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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, Lender and Borrower entered into that certain First Modification Agreement dated as of September 1, 1995 (the "First Modification Agreement") which was recorded with the Cook County, Illinois Recorder of Deeds Office on November 30, 1995 as Document No. 95-829341, which extended the Permanent Funding Date until December 1, 1995;

WHEREAS, Borrower did not satisfy all of the requirements and conditions set forth in Article VII of the Loan Agreement

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(hereinafter, referred to as the "Permanent Funding Requirements") as of December 1, 1995;

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

WHEREAS, provided all of the Permanent Funding Requirements were satisfied on the Permanent Funding Date, the Note provided that, commencing on the Permanent Funding Date and continuing on the first day of each calendar month thereafter, there would be paid to Lender equal monthly payments of principal and interest equal to the amount arrived at by amortizing the principal balance of the Note on the Permanent Funding Date over a period of twenty (20) years at the prevailing yield on 5-year U.S. Government Treasury Notes in effect on the Permanent Funding Date plus two and one-quarter (2 1/4) percent (the "End Interest Rate"), with a final payment of the total principal balance of the Note together with all accrued interest due on June 1, 2000.

WHEREAS, Borrower has requested Lender to: (i) amend the Loan Agreement to further extend the Permanent Funding Date until the Effective Date; (ii) to amend the Note to provide for a payment of interest only through and including the Effective Date; and (iii) to further amend the Note to reflect the actual monthly amortizing payments of principal and interest computed at the End Interest Rate in effect on the Effective Date as set forth in the Amended and Restated Promissory Note dated of even date herewith attached hereto as Exhibit "B" and incorporated herein by reference (the "Amended and Restated Note") and to extend the maturity date until January 16, 2001 (the "Borrower's Request");

WHEREAS, the Permanent Funding Requirements are completely satisfied on the Effective Date;

WHEREAS, as of the Effective Date, the outstanding principal balance of the Loan equals EIGHT HUNDRED THOUSAND AND NO/100 (\$800,000.00) DOLLARS;

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

- (1) Borrower delivers to Lender a Certificate of Good Standing from the Illinois Secretary of State for Borrower;
- (2) Borrower delivers to Lender a Corporate Certificate with attached resolution in a form and content acceptable to Lender evidencing the due execution of the Amended and Restated Note and this Second Modification Agreement;

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- (3) Borrower executes and delivers to Lender this Second Modification Agreement and the Amended and Restated Note; and
- (4) Borrower pays all of Lender's attorneys' fees in preparing the Amended and Restated Note and this Second 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 further modifying the Note, the Loan Agreement, the Mortgage and the Assignment of Rents and Leases, and all documents defined as Loan Documents in Sections 1.1 and 4.1 of the Loan Agreement (hereinafter, all of the foregoing shall be collectively referred to as, the "Loan Documents");

WHEREAS, Borrower and Lender have agreed to enter into this Second Modification Agreement;

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 Second Modification Agreement are fully incorporated herein by this reference thereto with the same force and effect as though restated herein.

2. Modification of Note. As of December 1, 1995, the Note, as amended by the First Modification Agreement, is hereby further amended as follows:

a. Subsection D(i) 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:

(i) January 16, 1996 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 January 16, 1996; 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 January 16, 1996."

c. The references to, "December 1, 1995" in Paragraph 2C of the Note are hereby deleted and substituted with, "January 16, 1996".

3. Delivery of Amended and Restated Note. Contemporaneous with the execution of this Second Modification Agreement, Borrower shall execute and deliver to Lender that certain Amended and Restated Promissory Note dated of even date herewith (the "Amended and Restated Note") made payable to the order of Lender in the original principal amount of \$800,000.00, which shall be in the form attached hereto as Exhibit "B" and incorporated herein by reference. Borrower expressly acknowledges that the Amended and Restated Note is given in substitution for and not in payment of the Note.

4. Modification of Loan Agreement. As of December 1, 1995, the Loan Agreement, as amended by the First Modification Agreement, is hereby further 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 January 16, 1996."

b. The first clause of Section 7.1 of the Loan Agreement, as amended by the First Modification 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 January 16, 1996, unless Borrower shall have fulfilled,

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to the satisfaction of Lender, all requirements or conditions set forth herein and in the Commitment, including, without limitation, the following:"

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 Second Modification Agreement and affirms that the Mortgage and the Assignment of Rents and Leases each secure: (a) the repayment of the indebtedness evidenced by the Note, as modified by the terms of this Second Modification Agreement and (b) the Amended and Restated Note effective as of the Effective Date.

As of the Effective Date, the Mortgage and the Assignment of Rents are hereby deemed amended and modified to expressly state that each of said documents secures the Amended and Restated Note.

6. Reaffirmation of Warranties and Representations. In order to induce Lender to extend the Permanent Funding Date to January 16, 1996 and to further amend the Note in accordance with Borrower's Request and to further induce Lender to enter into this Second 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 Second 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 the First Modification Agreement and this Second Modification Agreement. As of the Effective Date, all references to 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 Amended and Restated Note. 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 by the First Modification Agreement and this Second Modification Agreement.

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

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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 Second 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 Amended and Restated 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 conditions of the Loan Documents conflict with the terms of this Second Modification Agreement, this Second Modification Agreement shall control. Borrower and Lender expressly state, declare and acknowledge that this Second 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 Second Modification Agreement.

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11/11/2011

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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 R. Zyvert
Name: Gregory R. Zyvert
Its: Executive Director

By: Scott Janco
Name: Scott Janco
Its: President

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

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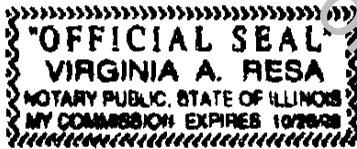
2025 12 11 10:00 AM

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

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 Second 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 10th day of January, 1996.



Virginia Resa
Notary Public

My Commission Expires:

10-26-99

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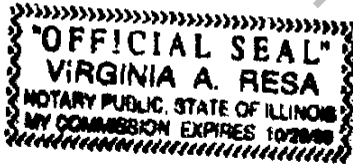
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that GREGORY R. ZYVERT, SCOTT JANCO and RAMONA F. EDWARDS, the Executive Director, President and Secretary respectively of SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER, an Illinois not-for-profit corporation, are 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 Second Modification Agreement as their own free and voluntary act, and as the free and voluntary act of SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of January, 1996.

Virginia A. Resa

Notary Public



My Commission Expires:

10-26-99

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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: 8640 South Chicago Avenue
Chicago, Illinois

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EXHIBIT "B"

AMENDED AND RESTATED SECURED PROMISSORY NOTE

\$800,000.00

Chicago, Illinois
January 16, 1996

FOR VALUE RECEIVED, the undersigned, SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER, an Illinois not-for-profit corporation (hereinafter referred to as "Borrower"), hereby promises to pay to the order of SOUTH CHICAGO BANK, (hereinafter referred to as "Lender"), with its principal office located at 9200 South Commercial Avenue, Chicago, Illinois 60617, or such other place or places as Lender from time to time may designate in writing, the principal sum of EIGHT HUNDRED THOUSAND AND NO/100 (\$800,000.00) DOLLARS, in lawful money of the United States of America, to be paid beginning on February 25, 1996 and continuing on the twenty-fifth (25th) day of each calendar month thereafter, in equal consecutive installments of principal and interest amortized at the rate of seven and 57/100ths percent (7.57%) per annum (the "Interest Rate") for a term of twenty (20) years in the amount of SIX THOUSAND FOUR HUNDRED SEVENTY-NINE AND 03/100 (\$6,479.03) DOLLARS, with the final payment of all outstanding principal and accrued interest due on January 16, 2001.

Interest on this Note (i) shall be calculated on the basis of 360 day year and (ii) be charged for the actual number of days within the period for which interest is being charged.

All payments on account of the indebtedness evidenced by this Note shall be first applied to interest accrued on the unpaid principal balance and the remainder to principal.

This Note may at any time and from time to time be prepaid in whole or in part without penalty. Any partial payments shall first be applied to interest accrued on the unpaid principal balance, the remainder shall be applied against the principal payments due on the Note in the inverse order of their maturity.

1. Certain Definitions. For the purposes hereof, the terms set forth below shall have the following meanings:

A. "Property" shall mean that certain 13,000 square foot commercial building located on the property commonly known as 8640 South Chicago Avenue in Chicago, Illinois, as more particularly described in the Mortgage, together with all improvements as defined in the Loan Agreement.

B. "First Modification Agreement" shall mean that certain First Modification Agreement dated as of September 1, 1995 executed by and between Borrower and Lender which extended the "Permanent Funding Date" (as defined in the Loan Agreement) to December 1, 1995.

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C. "Loan Agreement" shall mean that certain Construction Loan Agreement entered into by and between Borrower and Lender dated as of January 30, 1995, providing for a construction and permanent loan with respect to the Property, as amended by the First Modification Agreement and the Second Modification Agreement.

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

(i) January 16, 2001; or

(ii) The date on which the principal balance hereof shall be declared due and payable by the Lender as the result of a Default hereunder.

E. "Loan Documents" shall mean this Note, and all other documents defined as Loan Documents in the Loan Agreement, as amended by the First Modification Agreement and the Second Modification Agreement.

F. "Mortgage" shall mean that certain Mortgage, Assignment of Rents and Leases and Security Agreement dated as of January 30, 1995 executed by Borrower pledging the Property as security for Borrower's obligations under the Loan Documents, as amended by the First Modification Agreement and by the Second Modification Agreement.

G. "Project" shall mean the renovation of the approximate 13,000 square foot commercial building located on the Property to be used by Borrower as a drug and alcohol abuse treatment center.

H. "Second Modification Agreement" shall mean that certain Second Modification Agreement dated of even date herewith which further extended the Permanent Funding Date to January 16, 1996.

2. Security. This Note is secured by the Mortgage as well as all other collateral described in the Loan Documents and the terms and provisions of the Mortgage and other Loan Documents including the right to accelerate the balance due hereunder upon a sale of the Property without the consent of Lender are hereby incorporated herein by reference thereto.

3. Acceleration for Default; Waivers. If any installment of this Note, or any portion thereof, or any other monies owing hereunder or under the Loan Documents by Borrower to Lender, is not paid within three (3) days of when due at the place specified herein, or if Borrower otherwise defaults under the terms of this Note, the Loan Agreement or the Loan Documents (a "Default"), and such Default is not cured within the time as provided in the Loan

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Documents, if any, all installments of this Note, together with all other monies owing hereunder by Borrower to Lender immediately will be due and payable, without notice, at the election of Lender. The acceptance by Lender of any payment, partial or otherwise, made hereunder after the time when it becomes due as herein set forth will not establish a custom or constitute a waiver by Lender of any right to enforce prompt payment hereof. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY WAIVES THE APPLICATION OF ANY AND ALL OF ITS RIGHTS AND POWERS UNDER ALL STATUTES OF LIMITATION AND SIMILAR STATUTES AND LAWS AS TO THIS NOTE AND ALL PORTIONS HEREOF. DEMAND, PRESENTMENT FOR PAYMENT, PROTEST AND NOTICE OF NONPAYMENT AND PROTEST HEREBY ARE WAIVED BY BORROWER AND EVERY ENDORSER AND/OR GUARANTOR HEREOF.

4. Default Rate of Interest. If any installment of this Note, or any portion thereof, is not paid when due, then the outstanding principal balance hereof shall bear interest at the "Default Rate" (as hereinafter defined) from and after the occurrence of the Default until (i) such installment is paid in full, or (ii) in the event the payment of this Note is accelerated, all indebtedness evidenced hereby and other sums payable under the Loan Documents to Lender shall bear interest at the Default Rate until paid or otherwise satisfied in full. The "Default Rate" shall be a rate equal to three (3%) percentage points over the Interest Rate in effect as of the date of the Default.

5. Fees and Expenses. If any installment of this Note, or any portion thereof, or any other monies owing hereunder or under the Loan Documents by Borrower to Lender, is not paid at the time and place specified therefor and Lender employs counsel for advice with respect thereto or to this Note, the Loan Documents or the Property, or to intervene, file a petition, answer, motion or other pleading in any suit or proceeding (bankruptcy or otherwise) relating to this Note, the Loan Documents or the Property, or to attempt to collect this Note or said other monies from, or to enforce this Note or the Mortgage against Borrower or any other party, then, in any such event and to the extent permitted by law, all reasonable attorneys' fees arising from such services, and all expenses, costs and charges relating thereto, shall be an additional liability owing hereunder by Borrower to Lender, payable on demand and bearing interest, until payment thereof to Lender, at the Default Rate until paid in full and shall be secured by the lien of the Mortgage.

6. Maximum Interest. All agreements between Borrower and Lender expressly are limited so that in no contingency or event whatsoever, whether by reason of disbursement of the proceeds hereof or otherwise, shall the amount paid or agreed to be paid by Borrower to Lender for the use, detention or forbearance of the amounts to be disbursed hereunder exceed the highest lawful rate of interest permissible under the law which a court of competent jurisdiction, by a final non-appealable order, determines is

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applicable hereto ("Highest Lawful Rate"). If fulfillment of any provision herein contained at the time performance of such provision becomes due involves exceeding the Highest Lawful Rate, then ipso facto, the obligation to fulfill the same shall be reduced to such Highest Lawful Rate. If by any circumstance Lender shall ever receive as interest an amount which may be deemed excessive interest, same shall be applied to the principal of the indebtedness evidenced hereby and not to interest. The terms and provisions of this paragraph shall control all other terms and provisions contained herein, or in the Loan Documents. If any provision of this Note or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or circumstances shall not be affected thereby, the provisions of this Note being severable in any such instance.

7. Waivers; Continued Liability. It is agreed that the granting to Borrower or any other party of an extension or extensions of time for the payment of any sum or sums due under this Note, or the Loan Documents or for the performance of any term, provision, covenant or agreement of this Note, or the Loan Documents, or the taking or releasing of security or collateral for the payment of this Note or the exercising or failure to exercise of any right or power under this Note, or the Loan Documents, shall not in any way release or affect the liability of Borrower, or any guarantor hereof, or any other party obligated to pay the indebtedness evidenced by this Note.

8. Amendments. This Note may not be amended or modified, nor shall any revision hereof be effective, except by an instrument in writing expressing such intention, executed by Lender and directed to Borrower.

9. Choice of Law; Waiver of Jury Trial; Service of Process. This Note shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, including, but not limited to, the legality of the interest charged hereunder, by the statutes, laws and decisions of the State of Illinois. Borrower, in order to induce Lender to accept this Note and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS, IN THE COUNTY OF COOK AND THE CITY OF CHICAGO, AND CONSENTS THAT ALL SERVICE OF PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO THE BORROWER AT 8640 SOUTH CHICAGO AVENUE, CHICAGO, ILLINOIS 60617-2631, ATTENTION: GREGOR R. ZYVERT, EXECUTIVE DIRECTOR, AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN POSTED AS AFORESAID, AND FURTHER BORROWER WAIVES, AT THE OPTION OF LENDER, TRIAL BY JURY AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

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10. Binding Effect. Wherever the term "Borrower" is used in this Note, the term shall include (unless otherwise expressly indicated) all of Borrower's successors, and assigns, as the case may be. This Note shall be binding upon Borrower and shall inure to the benefit of Lender and its successors and assigns.

11. Severability. Any provision of this Note which is unenforceable or contrary to applicable law, the inclusion of which would affect the validity, legality or enforcement of this Note, shall be of no effect, and in such case all remaining terms and provisions of this Note shall be fully effective, the same as though no such invalid provision had ever been included in this Note.

THIS AMENDED AND RESTATED SECURED PROMISSORY NOTE IS GIVEN IN SUBSTITUTION AND REPLACEMENT FOR, BUT NOT IN PAYMENT OF, THAT CERTAIN SECURED PROMISSORY NOTE DATED AS OF JANUARY 30, 1995 EXECUTED BY THE UNDERSIGNED AND MADE PAYABLE TO THE ORDER OF LENDER IN THE ORIGINAL PRINCIPAL AMOUNT OF \$800,000.00, AS AMENDED AND EXTENDED BY THE FIRST MODIFICATION AGREEMENT AND THE SECOND MODIFICATION AGREEMENT (THE "EXISTING NOTE"). THE INDEBTEDNESS EVIDENCED BY THE EXISTING NOTE IS CONTINUING INDEBTEDNESS, AND NOTHING HEREIN SHALL BE DEEMED TO CONSTITUTE A PAYMENT, SETTLEMENT OR NOVATION OF THE EXISTING NOTE, OR RELEASE OR OTHERWISE ADVERSELY AFFECT ANY LIEN, MORTGAGE OR SECURITY INTEREST SECURING SUCH INDEBTEDNESS OR ANY RIGHTS OF LENDER AGAINST ANY PARTY. ALL AMOUNTS OUTSTANDING UNDER THE EXISTING NOTE SHALL BE AUTOMATICALLY TRANSFERRED TO, AND BE DEEMED TO BE OUTSTANDING UNDER THIS AMENDED AND RESTATED SECURED PROMISSORY NOTE.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Note as of the day and year first above written.

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

By: _____
Name: Gregory R. Zyvert
Its: Executive Director

By: _____
Name: Scott Janco
Its: President

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

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that GREGORY R. ZYVERT, SCOTT JANCO and RAMONA F. EDWARDS, the Executive Director, President and Secretary respectively of SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER, an Illinois not-for-profit corporation, are 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 their own free and voluntary act, and as the free and voluntary act of SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of January, 1996.

Notary Public

My Commission Expires:

96134327

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