

**AMENDMENT TO
CONSTRUCTION AND
END LOAN AGREEMENT,
MORTGAGE AGREEMENT
AND RELATED LOAN
DOCUMENTS**

Dated as of June 9, 1998
CHICAGO TITLE LAND TRUST COMPANY

SUCCESSOR TRUSTEE TO _____

CTLC
MA

CHICAGO TITLE AND TRUST COMPANY, not personally, but solely as Trustee under Trust Agreement dated October 4, 1994, and known as Trust Number 1100259 (the "Trust" or "Trustee") and NAUSHAD S. ALI, SEEMA MITHWANI, ZULFIQAR SAYLAWALA and JUMANA SAYLAWALA, each an Illinois resident (collectively "Beneficial Owners") (the Trustee and Beneficial Owners are collectively referred to as the "Borrower"), and THE FIRST COMMERCIAL BANK, a banking corporation organized and existing under the laws of the State of Illinois (the "Lender"), agree as follows:

WHEREAS, the Borrower and the Lender entered into that certain Construction and End Loan Agreement, dated September 26, 1996 (the "Agreement"), pursuant to which the Lender loaned \$742,500 (the "Original Loan") to the Borrower, and the Borrower delivered to the Lender a \$742,500 Construction Note, dated September 26, 1996 (the "Original Construction Note"), to evidence the Original Loan;

WHEREAS, as part of the collateral to secure the Loan, the Trustee executed a Mortgage Agreement and a Collateral Assignment of Leases and Rents each dated September 26, 1996 (the "Mortgage"), with respect to the real property described on Exhibit A and commonly known as 3630 Commercial Avenue, Northbrook, Illinois, and the Mortgage was recorded on October 28, 1996, as document numbers 96820316 and 96820317, respectively;

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING SHOULD BE
RETURNED TO:

Jeffrey P. Gray
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229

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WHEREAS, the Borrower desires that the Lender loan up to an additional \$209,500 (the "Additional Loan"); and

WHEREAS, the Lender agrees to such modifications on the terms stated herein;

IT IS AGREED AS FOLLOWS:

SECTION 1 EFFECT OF AMENDMENT

Section 1.1 Amendment. This Amendment amends the Agreement, the Original Construction Note, the End Note, the Security Instruments (collectively, referred to as the "Loan Documents") as hereinafter provided. The terms of this Amendment shall govern in the event of any conflict with the terms of any of the Loan Documents. All capitalized terms herein shall have the meanings set forth in the Agreement. Except as amended herein, the Loan Documents shall remain in full force and effect and shall be incorporated herein and made a part hereof by reference. All references in any of the Loan Documents to that particular document shall be deemed to include this Amendment. The security interests granted in the Loan Documents shall remain in full force and effect and are unimpaired. By its execution of this Amendment, the Borrower affirms all of the representations, warranties, covenants and terms of the Loan Documents, and confirms the accuracy or compliance of such provisions as if entered into as of the date of this Amendment.

SECTION 2 THE CONSTRUCTION AND END LOAN AGREEMENT

Section 2.1 Definitions. The following definitions shall supersede and replace those set forth in the original Construction and End Loan Agreement (the "Agreement"):

Additional Construction Note. The secured promissory note of the Borrower dated June 9, 1998, in the principal amount of \$209,500 payable to the order of the Lender for the New Loan.

Appraisal. An MAI appraisal report by Cornerstone Realty Advisors satisfactory to Lender showing that the Mortgaged Property, when completed, will have an aggregate estimated fair market value of at least \$1,190,000.

Construction Note. Collectively, the Original Construction Note and the Additional Construction Note.

End Note. The secured promissory note of the Borrower executed no later than September 26, 1998 in the principal amount of funds disbursed by the Lender and payable to the order of the Lender substantially in the form similar to Exhibit C of the Agreement.

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Loan Maturity Date. With respect to the Construction Note, the earlier of (i) September 26, 1998, or (ii) the documents required under Section 3.2 of the Agreement and Section 2.2 hereunder are delivered to the Lender. With respect to the End Note, the date which is the fifth anniversary of such Note.

Original Construction Note. The Secured promissory note of the Borrower dated September 26, 1996 in the principal amount of \$742,500.00 payable to the order of the Lender.

SECTION 3 THE ORIGINAL CONSTRUCTION NOTE

Section 3.1 Maturity Date. The Original Construction Note shall have a maturity date of September 26, 1998.

SECTION 4 THE MORTGAGE

Section 4.1 Recitals. The second full paragraph of the Mortgage shall be deleted in its entirety and replaced with the following paragraph:

WHEREAS, Mortgagor is justly indebted to Mortgagee in the aggregate principal sum of Nine Hundred Fifty Two Thousand and No/100 Dollars (\$952,000.00) as evidenced by a Construction Note dated September 26, 1996 in the principal amount of Seven Hundred Forty Two Thousand Five Hundred Dollars (\$742,500.00) and an Additional Construction Note, dated June 4, 1998, in the principal amount of Two Hundred Nine Thousand and Five Hundred Dollars (\$209,500.00), both executed by Mortgagor, or in the principal amount of funds disbursed by Mortgagee to Mortgagor as evidenced by the End Note executed by Mortgagee no later than September 26, 1998 ("Note"). The Note is made payable to the order of and delivered to Mortgagee, and is payable together with interest thereon, from the date thereof, at the rate, in installments and in accordance with all other terms set forth therein and in a certain Construction and End Loan Agreement dated September 26, 1996 and the amendment thereto dated June 1, 1998, between Mortgagor and Mortgagee (collectively, the "Loan Agreement"). All terms and conditions of the Loan Agreement are hereby incorporated herein by this reference. This Mortgage shall secure up to One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) indebtedness due from Mortgagor and its beneficiaries to Mortgagee.

Section 4.2 Maturity Date. The last full sentence of Section 37 of the Mortgage shall be deleted and replaced with the following:

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If not sooner paid, all indebtedness due under the Note, the Mortgage and all loan documents securing the Construction Note shall be due and payable September 26, 1998 and the End Note shall be due and payable no later than September 26, 2003.

SECTION 5 COLLATERAL ASSIGNMENT OF LEASES AND RENTS

Section 5.1 Definitions. Section 1 of the Collateral Assignment of Leases and Rents shall be revised to reflect the following changes in definitions:

Loan Agreement. That certain Construction and Loan Agreement dated September 26, 1996, as amended from time to time, by and between the Assignor and the Assignee pursuant to which the Assignee has agreed, subject to the terms and conditions thereof, *inter alia*, to make loans to the Assignor in the principal sum of Nine Hundred Fifty Two Thousand and No/100 Dollars (\$952,000.00), or such greater amount as the Assignee may agree to lend to the Assignor, and the Assignor has agreed, *inter alia*, to execute and deliver this assignment as partial security for such loan;

Note. Collectively, that certain construction note dated September 26, 1996 in the principal amount of \$742,500, and that certain Construction Note dated June 4, 1998 in the principal amount of \$209,500 that certain secured End Note Assignor in the principal sum of funds disbursed by Assignee and payable to the order of Assignee, executed no later than September 26, 1998, or such other notes as the Assignor may deliver to the Assignee from time to time in connection with the Loan Agreement.

SECTION 6 SECURITY AGREEMENT

Section 6.1 Recital. The third full paragraph of the Security Agreement shall be deleted in its entirety and replaced with the following paragraph:

WHEREAS, in connection with the Property, the Lender is making secured loans to the Debtor in the principal amounts of funds disbursed by the Lender from time to time and secured by a Construction and End Note Agreement, a Mortgage Agreement, Collateral Assignment of Leases and Rents, this Security Agreement and other loan documents, all of even date herewith, and any future amendments related to such documents. The Note, the documents securing the same and any amendments thereto are hereinafter sometimes collectively referred to as "Loan Documents";

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**SECTION 7 INDEMNITY AGREEMENT
REGARDING HAZADAROUS MATERIALS**

Section 7.1 Recitals. The third full paragraph of the Indemnity Agreement Regarding Hazardous Materials shall be deleted in its entirety and replaced with the following paragraph:

WHEREAS, Lender has made and Borrower has accepted loans (collectively the "Loan") to Chicago Title and Trust Company, as Trustee under Trust Number 1100259 (the "Trust" or "Trustee"), (Indemnitors and Trustee are collectively referred to as "Borrower") which Loan is evidence by certain promissory notes from Borrower to Lender in the face amount of the Loan (together with all amendments, modifications, consolidations, increases, supplements and extensions thereof, the "Note") pursuant to the Construction and End Loan Agreement of even date herewith and any amendments thereto between Borrower and Lender and secured by, among other things, that certain Mortgage Agreement executed by Borrower for benefit of Lender conveying the Property and to be recorded in the office of the recorder of deeds of the aforesaid county (together with all amendments, modifications, consolidations, increases, supplements and extensions thereof, the "Mortgage");

SECTION 8 CONDITIONS PRECEDENT.

This Amendment shall not be effective and the Lender shall not be obligated to make disbursements or advances of the Additional Loan until the Borrower has provided the following documents or has otherwise met the following additional conditions precedent:

- (a) **Title Endorsement.** An endorsement to the Title Insurance Policy evidencing the recording of this Amendment.
- (b) **Revised Project Budget.** A Current Project Budget evidencing the increased Development Costs and a Sworn Contractor's Statement attesting thereto.
- (c) **Construction Note.** An executed Additional Construction Note.
- (d) **Miscellaneous.** Such other documents and certificates as the Lender may request.

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SECTION 9 RELEASE

The Borrower hereby acknowledges that, as of the date hereof, there are no offsets, counterclaims or defenses of any nature whatsoever, known or unknown, related to the Loan Documents or the obligations of the Borrower thereunder. Nevertheless, if and to the extent that the Borrower is deemed to have any such offsets, counterclaims, or defenses, the Borrower for itself and for each of its past, present and future officers, directors, shareholders, agents, attorneys, representatives, beneficiaries, heirs, executors, administrators, successors and assigns, as applicable (collectively, the "Releasers"), for and in consideration of the execution and delivery of this Amendment, the covenants and agreements set forth herein, and for other good and valuable consideration received by the Borrower the receipt and sufficiency of which are hereby acknowledged, hereby releases, remises, and forever discharges the Lender and any and all of its divisions, subsidiaries, parents, affiliates and other related entities (whether or not such entities are wholly-owned) and each of its past, present and future directors, trustees, fiduciaries, administrators, officers, agents, employees, servants, shareholders, attorneys and insurers (as well as the predecessors, successors and assigns of each of them) (collectively, the "Releasees") of and from all manner of actions, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, liability, rights of offset, executions, claims, counterclaims and demands, whatsoever, in law or in equity, known or unknown, liquidated or unliquidated, suspected or unsuspected, foreseen or unforeseen, which the Releasers, or any of them, now have, ever had, or hereafter can, shall or may have, or may hereafter assert against one or more of the Releasees for or by reason of:

(a) any controversy, matter, claim, damage or cause of action whatsoever (including, without in any way limiting the generality of the foregoing, all direct and indirect claims either for direct, consequential, or punitive damages of any kind) arising or accruing on or before the date hereof, whether known or unknown, liquidated or unliquidated, suspected or unsuspected, foreseen or unforeseen at the present time; or

(b) any acts, omissions to act or events occurring at any time or times on or before the date hereof which result or may result in present or future claims of any kind (including, without in any way limiting the generality of the foregoing, all direct and indirect claims either for direct, consequential, or punitive damages of any kind);

whether or not arising out of, incurred in connection with or in any way relating to any of the Loan Documents (including, without limitation, the administration of the Loan) or the Mortgaged Premises (collectively, the "Released Claims") and hereby waive any and all defenses that it may otherwise be entitled to raise against the Lender with respect to any of the Released Claims. The Borrower further expressly warrants and represents, that none of the Releasers has sold, granted, transferred or assigned or caused to be sold, granted, transferred or assigned to any other person, firm, corporation or other entity any portion of the Released Claims nor any portion of any recovery or settlement to which they may be entitled. In addition, the Borrower hereby expressly covenants and agrees, that none of the Releasers shall bring, or assist in bringing, any

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claim, action, cause of action, or proceeding regarding or in any way related to any of the Released Claims, and the Borrower further agrees that the release set forth in this Section 9 is, will constitute, and may be pleaded as, a bar to any such claim, action, cause of action or proceeding. The Borrower further agrees that the release set forth in this Section 9 shall not be set aside for any unilateral or mutual mistake either in law or fact, and, further, the Borrower acknowledges that no promises or inducements whatsoever, other than the consideration recited herein, will be or have been made to the Borrower to induce the Borrower to agree to release the Releasees as set forth in this Section 9.

SECTION 10 MISCELLANEOUS

Section 10.1 Survival of Agreements. All agreements, representations and warranties made herein and in the Agreement shall survive the making of the Loan.

Section 10.2 Counterparts. This Amendment may be executed by the parties on any number of separate counterparts, and by each party on separate counterparts; each counterpart shall be deemed an original instrument; and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 10.3 Trustee Execution. This document is executed by Chicago Title and Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the Lender and by every person now and hereafter claiming any right or security hereunder that nothing contained herein or in the Loan Documents shall be construed as creating any liability on said Trustee personally to pay said Note or any interest that may accrue thereon, on any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery for any breach of any warranty contained in this Agreement and any recovery on this Agreement shall be solely against and out of the Premises, and the Note, and any other instrument given to secure the Note, but this waiver shall in no way affect the personal liability of any cosigner or endorser of the Note.

Section 10.4 Fees. The Borrower shall pay the Lender on demand all out-of-pocket expenses paid or incurred by the Lender in connection with this Amendment and its preparation and negotiation and any other documents required hereunder.

Section 10.5 Waiver of Jury Trial. THE BORROWER AND LENDER EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT UNDER THE LOAN DOCUMENTS OR RELATING THERETO OR ARISING FROM THE LENDING RELATIONSHIP WHICH IS THE SUBJECT OF THE LOAN DOCUMENTS AND THIS AMENDMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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CHICAGO TITLE LAND TRUST COMPANY,

SUCCESSOR TRUSTEE TO _____

CTLTC
AM

CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee UNDER Trust Agreement dated October 4, 1994 and known as Trust Number 1100259

By: _____

See attached rider CTLTC
AM

Its: _____

Naushad S. Ali

NAUSHAD S. ALI

Seema Mithwani

SEEMA MITHWANI

Zulfiqar Saylawala

ZULFIQAR SAYLAWALA

Jumana Saylawala

JUMANA SAYLAWALA

THE FIRST COMMERCIAL BANK

By: _____

[Signature]

Its Senior Vice President

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CHICAGO TITLE AND TRUST COMPANY

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EXHIBIT A

Legal Description

LOT 16 IN NORTHBROOK EDENS INDUSTRIAL PARK SUBDIVISION
UNIT NUMBER 4, A SUBDIVISION OF PART OF LOT 11 IN COUNTY
CLERKS DIVISION OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS

Address: 3630 Commercial Avenue, Northbrook, Illinois

P.I.N.: 04-06-202-011-0000

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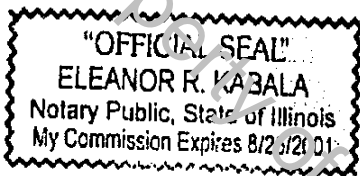
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STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, Eleanor R. Kabala, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Naushad S. Ali, 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Seal of Office this 24th day of June, 1998.



Eleanor R. Kabala
Notary Public

My commission expires:

8/25/2001

COOK County Clerk's Office

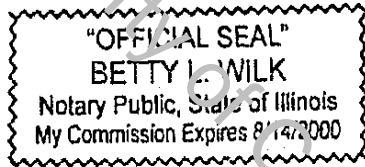
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Betty L. Wilk, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Seema Mithwani, 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 and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Seal of Office this 25th day of June, 1998.



Betty L. Wilk
Notary Public

My commission expires:

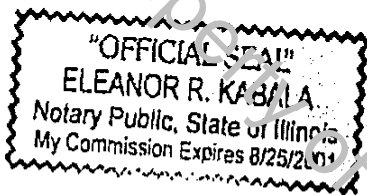
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Eleanor R. Kabala, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Zulfiqar Saylawala, 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Seal of Office this 14th day of June, 1998.



Eleanor R. Kabala
Notary Public

My commission expires:

8/25/2001

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST 1100259 ATTACHED TO AND MADE A PART OF THE Amendment to Construction DATED 6.9.98, TO The First Commercial Bank and End Loan Agreement, Mortgage Agreement and Related Loan Documents

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: June 9, 1998

CHICAGO TITLE LAND TRUST COMPANY, as Trustee Under Trust No. 1100259

By:

[Signature] Assistant Vice President

Attest:

By:

[Signature] Assistant Secretary

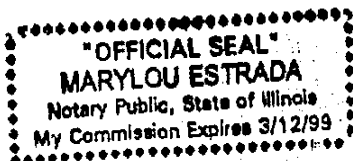


State of Illinois County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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 act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of June, 1998.



[Signature]

NOTARY PUBLIC

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