

UNOFFICIAL COPY 98626840

8756/0136 03 001 Page 1 of 15
1998-07-20 10:27:31
Cook County Recorder 99.00

This instrument was prepared by,
and, after recording, return to:

Scott D. Gudmundson
MELTZER, PURTILL & STELLE
1515 East Woodfield Road
Suite 250
Schaumburg, Illinois 60173

Permanent Real Estate Tax Index No.:
See Exhibit A attached

Easton Meadow Subdivision,
Northeast corner of
Gilbert Street and Quentin Road,
Palatine, Illinois

FIRST AMENDMENT TO REVOLVING CREDIT
CONSTRUCTION LOAN AGREEMENT,
REVOLVER NOTE, IMPROVEMENTS NOTE,
LETTER OF CREDIT NOTE, MORTGAGE AND SECURITY
AGREEMENT, ASSIGNMENT OF RENTS, SECURITY
AGREEMENTS, ASSIGNMENTS, GUARANTY,
ENVIRONMENTAL INDEMNITY AGREEMENT
AND CERTAIN OTHER LOAN DOCUMENTS

Re: Easton Meadow

This FIRST AMENDMENT ("Amendment") is entered into as of this 11/16 day of June, 1998 by and among COLE TAYLOR BANK, not personally, but solely as Trustee ("Trustee") under Trust Agreement dated April 14, 1997 and known as Trust No. 97-7212 ("Trust"), EASTON MEADOW, L.L.C., an Illinois limited liability company ("Beneficiary"), ROGER CASTLE, REGINA M. CASTLE, PATRICIA R. HAWKINS, and BRUCE HAWKINS ("Guarantors") and COLE TAYLOR BANK ("Lender"). The Trust and Beneficiary are sometimes hereinafter collectively referred to as "Borrower".

BOX 333-CTI

CTI 7641083 Z 171

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RECITALS:

Borrower, Guarantors and Lender entered into a certain Acquisition, Development and Revolving Credit Construction Loan Agreement dated July 14, 1997 ("Loan Agreement") pursuant to which Lender agreed to loan to Borrower an amount (i) not to exceed \$1,450,000.00 with respect to land acquisition and Improvements ("Improvement Loan"); (ii) not to exceed \$1,000,000.00 outstanding at any one time with respect to the costs to construct the Units ("Revolving Credit Loan"); and (iii) not to exceed \$400,000.00 for the Credits ("Credits Loan") for the development and construction of the Real Estate legally described on Exhibit A attached hereto. The Revolving Credit Loan, the Improvement Loan and the Credits Loan (collectively, the "Loan") were made on the terms and subject to the conditions contained in the Loan Agreement.

The Improvement Loan is evidenced by that certain Improvement Note made by Borrower to Lender as of July 14, 1997 in the principal amount of \$1,450,000.00 ("Note"). Each of the Revolving Credit Loan and the Credits Loan are also evidenced by promissory notes made as of July 14, 1997 by Borrower to Lender in their respective principal amounts ("Other Notes"). The Note and the Other Notes are, without priority or preference of one over the others, secured by the following documents, each dated July 14, 1997 (collectively, "Loan Documents");

(i) Mortgage and Security Agreement ("Mortgage") made by the Trustee to Lender and recorded in Cook County on July 16, 1997 as Document No. 97512723, and covering the Real Estate;

(ii) Assignment of Rents and Leases ("Assignment of Rents") made by the Borrower to Lender and recorded in Cook County on July 16, 1997 as Document No. 97512724;

(iii) Combined Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust made by Beneficiary to, and accepted by, Lender and acknowledged by Trustee and lodged with the Trust;

(iv) Security Agreement made by Borrower, as Debtor, to Lender, as Secured Party; and

(v) Assignment of Plans, Specifications, Developer's Rights, Construction, Sales and Service Contracts made by Borrower, as Debtor, to Lender, as Secured Party.

Pursuant to that certain Guaranty made by Guarantors dated July 14, 1997 ("Guaranty"), in favor of Lender, the Guarantors, jointly and severally, guaranteed (i) the payment of the amounts provided for under the Loan, including the Note, the Other Notes, the Loan Agreement, the Mortgage, the Assignment of Rents and the other Loan Documents, and (ii) the performance

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of the covenants to be performed and observed under the Note, the Other Notes, the Loan Agreement, the Mortgage and the other Loan Documents.

Pursuant to that certain Environmental Indemnity Agreement dated July 14, 1997 ("Environmental Indemnity") Beneficiary and the Guarantors agreed, among other things, to jointly and severally indemnify Lender from and against any loss or damage arising as the result of the existence of any Hazardous Materials (as such terms defined in the Environmental Indemnity) on the Real Estate.

Each of the Guaranty and the Environmental Indemnity shall where applicable be included within the definition of "Loan Documents" herein.

Borrower and Guarantors have now requested that Lender amend the Loan Documents to, among other things, (i) increase the available amount under the Improvement Loan to pay off that certain Note in the original principal amount of \$280,000.00 dated April 16, 1997 made by Beneficiary and payable to the order of Stephen L. Johnson (the "Seller Note"), and (ii) increase the Partial Release Amount paid with respect to the release of each Unit.

Accordingly, Borrower, Guarantors and Lender hereby amend the Loan Agreement as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein and made a part hereof. Except as otherwise expressly indicated, all capitalized terms used herein or in any of the Recitals shall have the same meaning as ascribed to them in the Loan Agreement.

2. Confirmation. Borrower and Guarantors hereby confirm and certify to Lender that each representation and warranty contained in the Loan Documents, as amended, are true, complete and accurate in all respects as of the date hereof.

3. Amendment to Loan Agreement.

(a) Increase in the Improvement Loan. The available amount under the Improvement Loan is hereby increased by Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00), from One Million Four Hundred Fifty Thousand and no/100 Dollars (\$1,450,000.00) to One Million Seven Hundred Thousand and no/100 Dollars (\$1,700,000.00).

(b) Partial Release Amount. Notwithstanding the provisions of Section 1.5 of the Loan Agreement, entitled "Partial Release Price," and of Section 6.3 of the Loan Agreement, entitled "Partial Releases," Lender shall issue a partial release of its Loan Documents with respect to a Unit simultaneously with the closing of the sale of such Unit upon payment by Borrower to Lender of an amount (the "New Partial Release Amount") equal to the sum of the following: (i) 100% of the amounts disbursed under the Revolver Note with respect to the

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construction of such Unit, PLUS (ii) the amount set forth in the New Release Price Schedule attached hereto as Exhibit B, but in no event less than \$137,100.00.

4. Amendment of the Mortgage and Assignment of Rents. The Mortgage and Assignment of Rents are hereby amended to reflect the amendments as stated herein.

5. Amendment of the Acquisition and Development Note. The available amount of the Improvement Note is hereby amended and increased by \$250,000.00.

6. Other Conforming Amendments. The Security Agreement, the Guaranty, the Environmental Indemnity Agreement and the other Loan Documents are hereby amended to reflect and secure the amended obligations and liabilities made herein. Borrower and Guarantors agree that Lender shall have the right to record this First Amendment to reflect the matters stated herein.

7. Modification Fee. Upon the execution hereof, Borrower shall pay to Lender the Modification Fee of Five Thousand and no/100 Dollars (\$5,000.00).

8. Additional Requirements. The obligations of Lender to make any further disbursements under the Loan shall be subject to Borrower and others having delivered, or having caused to be delivered, to Lender, the following items, all of which shall be in form and substance acceptable to Lender:

- (a) This First Amendment, executed by all parties;
- (b) Certified Articles of Organization and Certificate of Good Standing of the Beneficiary;
- (c) An Endorsement to the Loan Policy issued by the Title Company insuring the Mortgage which (i) reflects the increase in the amount of the Loan; (ii) insures for all amounts disbursed under the Loan through the date of recording this Amendment; (iii) includes interim certification over mechanic's lien claims through the date of the applicable sworn statements under which any disbursements are made; and (iv) raises no exceptions or other matters to title which are objectionable to Lender;
- (d) Evidence of payment in full of the Seller Note and release by Stephen L. Johnson of all collateral for the Seller Note, including, without limitation, release of any assignment of the beneficial interest in the Trust;
- (e) Such other documents as Lender may reasonably require.

9. Loan Expenses. In addition to the Loan Expenses described in the Loan Agreement, as amended, Borrower hereby agrees to pay all expenses, charges, costs and fees

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hereby relating to the amendment of the Loan as amended hereby, including Lender's reasonable attorneys' fees in connection with the negotiation and documentation of the agreements contained in this First Amendment, all recording fees and charges, if any, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this First Amendment (collectively, the "Additional Loan Expenses"). In the event the Additional Loan Expenses are not paid to Lender within five (5) days after the written demand therefor by Lender, the Additional Loan Expenses shall bear interest from the date so incurred until paid at the Default Rate or may be paid by Lender at any time following said five (5) day written demand by disbursement of proceeds of the Loan, as amended by this Amendment.

10. Representations and Warranties. Borrower and Guarantors each represent and warrant to Lender that: (i) it has full power and authority to execute and deliver this First Amendment, and to perform their respective obligations hereunder and thereunder; (ii) upon the execution and delivery of this First Amendment shall be valid, binding and enforceable upon Borrower and Guarantors, as the case may be, in accordance with its terms; (iii) execution and delivery of the First Amendment does not and will not contravene, conflict with, violate or constitute a default under any agreement or any applicable law, rule, regulation, judgment, decree or order, or any agreement, indenture or instrument to which Borrower or any Guarantor is a party or by which either of them are bound or which is binding upon or applicable to the Real Estate or any portion thereof; (iv) no default or event or condition which would become a default with the giving of notice and/or the passage of time, exists under the Loan Documents, as amended by this First Amendment; (v) there is not any condition, event, or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Borrower or the Real Estate or which would prevent Borrower or any Guarantor from complying with or performing his or its respective obligations under the Loan Documents, as amended by this First Amendment, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

11. Guarantor Consent and Ratification. Each of the Guarantors hereby consents to the execution and delivery by Borrower of this First Amendment. Each of the Guarantors hereby ratifies and confirms his or her liabilities and obligations under the Guaranty and with respect to the Loan Documents as amended by this First Amendment and acknowledges that he or she has no defenses, claims, or set-offs to the enforcement by Lender of the liabilities and obligations of any such Guarantor under the Guaranty and/or the Environmental Indemnity, as the case may be.

12. Miscellaneous.

(a) Except as expressly amended herein, the Loan Agreement, the Notes, the Mortgage and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

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(b) This Amendment shall be binding on the Trustee, the Beneficiary, and Guarantors and their respective heirs, legatees, administrators, personal representatives, successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns. The obligations and liabilities of the Trustee, the Beneficiary and the Guarantors under this Amendment shall be joint and several, subject only to the limitations, if any, contained herein and in the Loan Documents as amended by this Amendment.

(c) This Amendment is executed by the Trustee, not personally, but solely as Trustee aforesaid pursuant to the direction of Beneficiary and in the exercise of the power and authority conferred upon and vested in such Trustee, and it is expressly understood and agreed that nothing in this Amendment shall be construed as creating any liability on Trustee, all such liability being expressly waived by every person or entity now or hereafter claiming any right, title or interest hereunder.

This First Amendment has been entered into as of the date first above written.

BORROWER:

COLE TAYLOR BANK, as Trustee aforesaid

By: [Signature]
Its: VICE PRESIDENT

ATTEST

By: [Signature]
Its: TRUST OFFICER

EASTON MEADOW, L.L.C., an Illinois
limited liability company

By: [Signature]
Manager

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GUARANTORS:

[Signature]
Roger Castle, individually

[Signature]
Regina M. Castle, individually

[Signature]
Patricia R. Hawkins, individually

[Signature]
Bruce Hawkins, individually

LENDER:

COLE TAYLOR BANK

By: *[Signature]*
William E. Krinsky,
Senior Vice President

ATTEST:

By: *[Signature]*
Its: _____

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared KENNETH E. PIEROU and MARITZA CASTILLO, to me known to be the VICE PRESIDENT and TRUSTEE respectively, of COLE TAYLOR Bank, as Trustee of Trust No. 97-7212, (Trust) the Trust that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Trust, as Trustee, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal this 11th day of June, 1998.




Notary Public

My commission expires:

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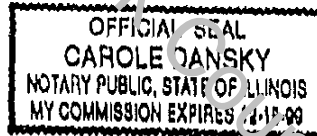
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared William E. Krinsky and Karl Hershberger, to me known to be the Senior Vice President and Vice President, respectively, of Cole Taylor Bank, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal this 11th day of June, 1998.

Carole Jansky
Notary Public

My commission expires:



13098-11/First Amendment to Revolving Credit Construction Loan Agreement - 6-1-98

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

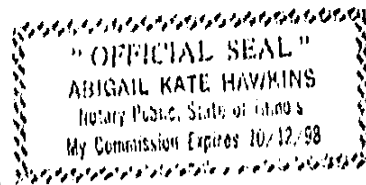
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared REGINA OSWALD, to me known to be the Manager of Easton Meadow, L.L.C., the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein set forth, and on oath stated that (s)he is authorized to execute the said instrument on behalf of said company.

Witness my hand and official seal this 8 day of June, 1998.

Abigail Kate Hawkins
Notary Public

My commission expires:

10/12/98



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

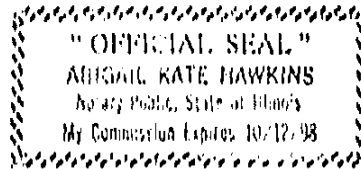
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared Roger Castle and Regina M. Castle, to me known to be the same persons that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act, as Guarantors, for the uses and purposes therein mentioned

Witness my hand and official seal this 8 day of June, 1998.

Regina M. Castle / Notary Public
Notary Public

My commission expires:

10/12/98



13098-1137 First Amendment to Revolving Credit Construction Loan Agreement - 6-4-98

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

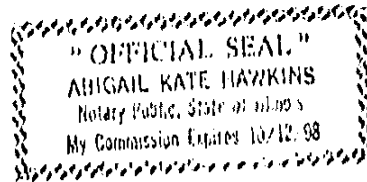
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared Patricia R. Hawkins and Bruce Hawkins, to me known to be the same persons that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act, as Guarantors, for the uses and purposes therein mentioned

Witness my hand and official seal this 8 day of June, 1998.

Abigail Kate Hawkins
Notary Public

My commission expires:

10/10/98



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EXHIBIT A

Legal Description of Real Estate

PARCEL 1:

LOT 2 IN GINO'S RESUBDIVISION, BEING A RESUBDIVISION OF LOT 15 IN ARTHUR T. McINTOSH AND COMPANY'S QUINTENS ROAD FARMS, BEING A SUBDIVISION OF THE WEST 90 ACRES OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE (PLAT OF SAID RESUBDIVISION), RECORDED OCTOBER 30, 1996, AS DOCUMENT NUMBER 96 827 216, AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED APRIL 2, 1997 AS DOCUMENT NUMBER 97 227 839 IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE NORTH 150 FEET OF THE WEST HALF (EXCEPT THE EAST 150 FEET THEREOF) OF LOT 16 IN ARTHUR T. McINTOSH AND COMPANY'S QUINTENS ROAD FARMS, BEING A SUBDIVISION OF THE WEST 90 ACRES OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

THE NORTH 150 FEET OF THE TRACT DESCRIBED AS THE WEST HALF (EXCEPT THE EAST 150 FEET THEREOF) OF LOT 16 IN ARTHUR T. McINTOSH AND COMPANY'S QUINTENS ROAD FARMS, BEING A SUBDIVISION OF THE WEST 90 ACRES OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 150 FT. OF LOT 1 IN GILBERT STREET SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 150 FT. OF LOT 2 IN GILBERT STREET SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

THE NORTH 150 FT. (EXCEPT THE EAST 75 FT.) OF THE FOLLOWING DESCRIBED TRACT: THE EAST HALF OF LOT 16 IN ARTHUR T. McINTOSH AND COMPANY'S QUINTENS ROAD FARMS, BEING A SUBDIVISION OF THE WEST 90 ACRES OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBERS:

2-22-300-015

2-22-300-004

2-22-300-005

2-22-300-017

2-22-300-003

2-22-300-016

13098-113/First Amendment to Revolving Credit Construction Loan Agreement - 6-4-98

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EXHIBIT B

New Release Price Schedule

<u>Model Type</u>	<u>Square Feet</u>	<u>Minimum Release Price</u>
2386 Elm (1/2k/a Maple) -- 2 Car	2,386	\$137,100
2585 Laurel	2,585	140,000
2630 Birch -- 3 Car	2,630	142,900
2850 Evergreen - 2 Car	2,850	142,300
3050 Linden -- 2 Car	3,050	146,100
3117 Cedar -- 2 Car	3,117	148,000
3184 Spruce -- 3 Car	3,184	154,000
3700 Oak -- 2 Car	3,700	151,600

13098-113/First Amendment to Revolving Credit Construction Loan Agreement - 6-1-98