

UNOFFICIAL COPY

98770917

1998-08-28 12:29:08

Property: 4406-22 South King Drive
Chicago, Illinois

**FIRST MODIFICATION TO
CONSTRUCTION LOAN AGREEMENT,
CONSTRUCTION MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING
STATEMENT AND OTHER LOAN
DOCUMENTS**

This First Modification to Construction Loan Agreement, Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement and Other Loan Documents (the "Modification Agreement") is made as of this 21st day of August, 1998 by and between American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated April 15, 1997 and known as Trust No. 122647-01; Cornell Partners Limited Partnership II, an Illinois limited partnership; Urban Equities, Inc., an Illinois corporation; Best American Builders, Inc., an Illinois corporation; Byron Gregory, Lennox Jackson and John Leja (collectively the "Borrower") and South Shore Bank of Chicago (the "Bank" or "Lender").

WITNESSETH

WHEREAS, Borrower and Bank entered into that Construction Loan Agreement dated as of September 26, 1997 (the "Loan Agreement") Construction Loan in the original principal amount of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) (the "Loan");

WHEREAS, in accordance with the terms of the Loan Agreement Borrower executed:

- A. That certain Promissory Note dated as of September 26, 1997 in the original principal amount of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) (the "Original Note");
- B. That certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of September 26, 1997 and recorded with the Cook County Recorder of Deeds on October 7, 1997 as document no. 97746971 (the "Mortgage");
- C. That certain Construction Loan Agreement dated September 26, 1997 (the "Construction Loan Agreement");
- D. That certain Security Agreement and Collateral Assignment of Beneficial Interest dated September 26, 1997 ("Collateral Assignment of Beneficial Interest");

Prepared by and After recording Return to:
John D. Malarkey, Esq.
Swanson, Martin & Bell
One IBM Plaza, Suite 2900
Chicago, Illinois 60611

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

- E. That certain UCC-1 Financing Statement filed with the Secretary of State of Illinois (the "UCC-1");
- F. That certain UCC-2 Financing Statement recorded with the Cook County Recorder of Deeds (the "UCC-2");
- G. That certain Environmental Indemnity Agreement dated as of September 26, 1997 (the "Environmental Indemnity"); and
- H. Other miscellaneous documents evidencing the Loan (the documents identified in items B-H are referred to herein collectively as the "Loan Documents").

WHEREAS, the Mortgage and the UCC-2 are recorded against the real estate legally described in Exhibit A attached hereto (the "Property");

WHEREAS, the Bank has agreed to increase the principal amount of the loan to Two Million Four Hundred Eighty Thousand Dollars (\$2,480,000) (the "New Loan") provided Borrower grants the Bank a first priority interest in the Property and reaffirms the terms of the Loan Documents;

WHEREAS, to evidence the New Loan, Borrowers executing that certain Amended and Restated Construction Mortgage Loan Note of even date herewith and the principal amount of the New Loan and this Modification Agreement.

NOW THEREFORE, for and in consideration of the New Loan, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Restated Note.** Simultaneously herewith Borrower has executed that certain Amended and Restated Loan Mortgage Note (the "Restated Note"). The Loan Agreement and Loan Documents are hereby modified so that any reference in the Loan Agreement and the Loan Documents to the "Note", the Loan Documents and/or any of the Loan Documents shall mean the Restated Note and such documents as modified by this Modification Agreement.
2. **Reaffirmation of Representations.** Borrower covenants and agrees that the representations, warranties, consents, waivers, covenants, terms and conditions of the Loan Agreement and the Loan Documents, including without limitation, the Environmental Indemnity, are incorporated herein by reference and reaffirmed and restated as of this date and shall, as hereby modified, in all respects remain in full force and effect and that all such representations, warranties, consents, waivers, covenants, terms and conditions shall apply with equal force and the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2000

UNOFFICIAL COPY

same effect to the Property as at the time when the Loan Agreement and the Loan Documents were first executed by Borrower.

3. **Non-Impairment**. Nothing herein contained shall impair the Restated Note, the Loan Agreement or any of the Loan Documents in any way nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained except as expressly herein provided, nor affect or impair the priority established by the Mortgage and the Loan Documents, nor affect or impair any right, power or remedy of Lender, it being the intention of the parties hereto that the terms and provision of the Restated Note, the Loan Agreement and the Loan Documents shall continue in full force and effect except as is expressly modified in connection herewith.
4. **Bankruptcy of Borrower**. To induce Lender to execute this Modification Agreement, Borrower hereby covenants and acknowledges that Borrower is currently solvent and has no intention to file or acquiesce in any bankruptcy or insolvency proceeding at any time hereafter.
5. **Continued Force and Effect**. Each of the Restated Note, Loan Agreement and Loan Documents, the indebtedness evidenced thereby and the security provided thereby are hereby ratified and confirmed, and each and every provision, covenant, condition, obligation, right and power contained in and under, or existing in connection with, each of the Restated Note, Loan Agreement and Loan Documents, as hereby amended, shall continue in full force and effect. Borrower agrees and acknowledges that the Restated Note, Loan Agreement and Loan Documents, as hereby amended, are enforceable against Borrower and against the Property as defined and described therein in accordance with their respective terms. Except as expressly provided in this Modification Agreement, none of the Restated Note, Loan Agreement or Loan Documents have been modified, amended, canceled, terminated, released, satisfied, superseded or otherwise rendered of no force and effect. Borrower acknowledges and agrees that the Restated Note, the Loan Agreement and the Loan Documents, as modified by the Modification Agreement, are enforceable against Borrower and the Property in accordance with the respective terms.
6. **Counterparts**. This Modification Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one document.
7. **Headings**. The descriptive headings of the paragraphs herein are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

98770917

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8. **Binding Effect/Successors and Assigns.** Except as hereby modified, all terms and provisions of the Loan Agreement and the Other Loan Documents shall remain in full force and effect and this Modification Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.
9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

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

Borrower:

This instrument is executed by the American National Bank as Trustee, not personally but solely as Trustee in the exercise of the power of attorney conferred upon and vested in it as such Trustee. It is expressly understood and intended that the American National Bank, its representatives, co-makers, undertakers and assignors shall not be held liable for any responsibility assumed by or on behalf of any time be asserted or enforced against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

American National Bank as Trustee
under Trust Agreement dated April
15, 1997 and known as Trust No.
122647-01

By: _____
Title: TRUST OFFICER

ATTEST:

Title: Notary Public

The undersigned, being the owner(s) of one hundred percent (100%) of the beneficial interest in, and being the beneficiary of the Trust of which Trustee of which is Mortgagee under the foregoing Mortgage, and the Borrowers as set forth in the Note, hereby consent to and join in the terms and provisions of the foregoing Mortgage, intending hereby to bind any interest their heirs, executors, administrators, successors or assigns may have in the collateral described in the foregoing Mortgage, as fully with the same effect as if the undersigned was named as Mortgagee in said Mortgage.

Dated as of: August 20th, 1998

Borrower:

CORNELL PARTNERS LIMITED
PARTNERSHIP II
Urban Equities, Inc.

By: Tennant J. Jackson
Title: President

Best AMERICAN BUILDERS, INC.
By: John A. Lyle
Title: Vice President

98770917

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ATTEST:

Title: _____

Borrower:

URBAN EQUITIES, INC.

By: *Lynna L. Jackson*
Title: President

ATTEST:

Title: _____

Borrower:

BEST AMERICAN BUILDERS,
INC.

By: *Regina Gregory*
Title: PRESIDENT

ATTEST:

Title: _____

Borrower:

BYRON GREGORY

By: *Byron Gregory*
Title: Individually

ATTEST:

Title: _____

98770917

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Borrower:

LENNOX JACKSON

By: *Lennox Jackson*
Title: Individually

ATTEST:

Title: _____

Borrower:

JOHN LEJA

By: *John Leja*
Title: Individually

ATTEST:

Title: _____

Property of Cook County Clerk's Office

98770917

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

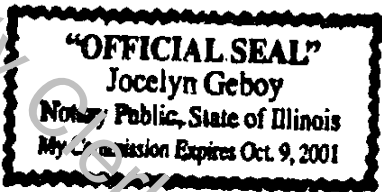
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that American National Bank as Trustee under Trust Agreement dated April 15, 1997 and known as Trust No. 122647-01

personally known to me to be the same person____
whose name____ subscribed to the foregoing
instrument, appeared before me this day in person,
and acknowledged that _____ signed, sealed and
delivered the said instrument as _____ free and
voluntary act as such Trustee, for the uses and
purposes therein set forth

IMPRESS
SEAL
HERE

Given under my hand and official seal, this 24 day of Aug 1998

Commission expires _____ 19____
Jocelyn Geboy
Notary Public



98770917

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Description of the Land

PARCEL 1:

THE SOUTH 33 FEET OF LOT 1 (EXCEPT THE WEST 136 FEET) IN J. C. DORES SUBDIVISION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 (EXCEPT THE WEST 144 FEET) AND LOT 3 (EXCEPT THE SOUTH 50 FEET AND EXCEPT THE WEST 128 FEET THEREOF) IN J. C. DORES SUBDIVISION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-03-311-026-0000

20-03-311-027

20-03-311-028

Common Address: 4406-22 South King Drive
Chicago, Illinois

98770917

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1/1/2024