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LOAN AMENDMENT AGREEMENT

This LOAN AMENDMENT AGREEMENT (the "Agreement") is made as of the 15th day of April, 1998, by and among LASALLE NATIONAL BANK, a national banking association ("Lender"), OAKTON ARMS LIMITED PARTNERSHIP, an Illinois limited partnership ("Borrower"), and FRED WEISS, HAROLD KATZ, IRVING LEWKOWITZ and MARK PALMER (collectively, "Guarantors").

17
Box

Recitals

A. Lender has made a secured, first mortgage loan in the principal amount of \$4,550,000 (the "Loan") to Borrower, as evidenced by, among other things, a Mortgage Note dated as of September 29, 1995, from Borrower to Lender in the principal amount of \$4,550,000. Such Mortgage Note has been amended and restated in full pursuant to an Amended and Restated Note from Borrower to Lender dated of even date herewith. Such Mortgage Note, as amended by such Amended and Restated Note, is referred to herein as the "Note."

B. The Loan is also evidenced and secured by, among other things:

1. a Mortgage dated as of September 29, 1995 and recorded October 23, 1995 with the Cook County Recorder of Deeds as document no. 95-720731, encumbering the real property legally described in EXHIBIT A attached hereto and made a part hereof (the "Premises");

2. an Assignment of Rents and Leases dated as of September 29, 1995 and recorded with the Cook County Recorder of Deeds as document no. 95-720732; and

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3. certain other Loan Documents.

Initially capitalized terms used but not expressly defined in this Agreement have the respective meanings given them in the Mortgage.

C. Guarantors have guaranteed payment of the Note pursuant to a Payment Guaranty dated as of September 29, 1995 (the "Guaranty").

D. Lender has made a secured, first mortgage loan in the principal amount of \$3,700,000 (the "Companion Loan") to LaSalle National Bank, not personally but solely as successor trustee to Exchange National Bank of Chicago, as Trustee under a Trust Agreement dated July 10, 1975 and known as Trust No. 10-30182-09, as amended, and Oakton Terrace Nursing Home, Limited Partnership, an Illinois limited partnership. The Companion Loan is secured by a first mortgage on certain real property commonly known as 1660 Oakton Place, Des Plaines, Illinois, and by a Second Mortgage on the Premises.

E. The parties desire to amend the Mortgage, Assignment of Rents and Leases, Guaranty and the other Loan Documents on the terms and conditions set forth in this Agreement.

Agreements

In consideration of the Recitals set forth above, which by this reference are made a part of this Agreement, the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lender, Borrower and Guarantors agree as follows:

I. Amendment to Mortgage. The Mortgage is amended as follows:

a. The following is added at the end of Paragraph B of the Recitals of the Mortgage:

"Mortgagor has paid \$150,000 of the principal amount of the Loan."

b. The first sentence of Paragraph C of the Recitals of the Mortgage is deleted, and the following is substituted in its place:

"As evidence of the Loan, Mortgagor has executed and delivered to Mortgagee a certain Mortgage Note dated September 29, 1995 in the principal amount of the Loan. Mortgagor has amended and restated such Mortgage Note in its entirety pursuant to an Amended and Restated Note dated April 15, 1998. Pursuant to such Amended and Restated Note, the principal amount of the Loan has been reduced to FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000) to account

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for the payments of principal as described in Recital B above. The Mortgage Note, as amended and restated in its entirety pursuant to the Amended and Restated Note, is referred to herein as the "Note." Pursuant to the Note, Mortgagor has agreed to pay the principal sum of the Loan (after giving effect to such principal payments) and interest at the rate and in installments as provided in the Note, with the final payment due on May 1, 2008, or on such earlier date as may be provided in the Note."

c. Paragraph D of the Recitals is amended by adding the following after the phrase "Illinois forms UCC-1 and UCC-2":

"and a Second Mortgage on certain real property commonly known as 1660 Oakton Place, Des Plaines, Illinois".

d. The last sentence of the first grammatical paragraph of Section 6 is amended by deleting the word "forthwith" and substituting the phrase "immediately due and payable" in its place.

e. The following is added at the end of Section 14(a):

"provided that, if such non-monetary default cannot reasonably be cured within such 30-day period, and Mortgagor promptly commences such cure within such 30-day period and continuously and diligently attempts such cure, such 30-day period shall be extended to ninety (90) days."

f. All references in the Mortgage to the other Loan Documents (except the Second Mortgage) shall be deemed references to the other Loan Documents (except the Second Mortgage) as amended by this Agreement.

2. Amendment to Assignment of Rents and Leases. The Assignment of Rents and Leases is hereby amended as follows:

a. All references to the Loan shall be deemed references to the Loan after giving effect to the principal payments in the aggregate amount of \$150,000 made by Borrower to Lender, so that the principal amount of the Loan is FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000.00).

b. All references to the Note shall be deemed references to the Mortgage Note from Borrower to Lender dated September 29, 1995 in the original principal amount of the Loan, as amended and restated pursuant to the Amended and Restated Note dated April 15, 1998 from Borrower to Lender in the principal amount of FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000.00).

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c. All references to the Mortgage and the other Loan Documents (except the Second Mortgage) shall be deemed references to the Mortgage and the other Loan Documents (except the Second Mortgage) as amended by this Agreement.

d. The following is added at the end of Paragraph 8(b):

"provided that, if such non-monetary default cannot reasonably be cured within such 30-day period, and Assignor promptly commences such cure within such 30-day period and continuously and diligently attempts such cure, such 30-day period shall be extended to ninety (90) days."

3. Amendment to Security Agreement. The Security Agreement is hereby amended as follows:

a. All references to the Loan shall be deemed references to the Loan after giving effect to the principal payments in the aggregate amount of \$150,000 made by Borrower to Lender, so that the principal amount of the Loan is FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000.00).

b. All references to the Note shall be deemed references to the Mortgage Note from Borrower to Lender dated September 29, 1995 in the original principal amount of the Loan, as amended and restated pursuant to the Amended and Restated Note dated April 15, 1998 from Borrower to Lender in the principal amount of FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000.00).

c. All references to the Mortgage and the other Loan Documents (except the Second Mortgage) shall be deemed references to the Mortgage and the other Loan Documents (except the Second Mortgage) as amended by this Agreement.

d. The following is added at the end of Section 5.1.3:

"provided that, if such breach cannot reasonably be cured within such 30-day period, and Debtor promptly commences such cure within such 30-day period and continuously and diligently attempts such cure, such 30-day period shall be extended to ninety (90) days."

4. Amendment to Environmental Indemnity Agreement. The Environmental Indemnity Agreement is hereby amended as follows:

a. All references to the Loan shall be deemed references to the Loan after giving effect to the principal payments in the aggregate amount of \$150,000 made by Borrower to Lender, so that the principal amount of the Loan is FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000.00).

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b. All references to the Note shall be deemed references to the Mortgage Note from Borrower to Lender dated September 29, 1995 in the original principal amount of the Loan, as amended and restated pursuant to the Amended and Restated Note dated April 15, 1998 from Borrower to Lender in the principal amount of FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000.00).

c. All references to the Mortgage and the other Loan Documents (except the Second Mortgage) shall be deemed references to the Mortgage and the other Loan Documents (except the Second Mortgage) as amended by this Agreement.

d. The following is added at the end of Section 6(c):

"provided that, if such breach cannot reasonably be cured within such 30-day period, and Indemnitor promptly commences such cure within such 30-day period and continuously and diligently attempts such cure, such 30-day period shall be extended to ninety (90) days."

5. Amendment to Collateral Assignment of Permits, Licenses, Approvals and Contracts. The Collateral Assignment of Permits, Licenses, Approvals and Contracts is hereby amended as follows:

a. All references to the Loan shall be deemed references to the Loan after giving effect to the principal payments in the aggregate amount of \$150,000 made by Borrower to Lender, so that the principal amount of the Loan is FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000.00).

b. All references to the Note shall be deemed references to the Mortgage Note from Borrower to Lender dated September 29, 1995 in the original principal amount of the Loan, as amended and restated pursuant to the Amended and Restated Note dated April 15, 1998 from Borrower to Lender in the principal amount of FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000.00).

c. All references to the Mortgage and the other Loan Documents (except the Second Mortgage) shall be deemed references to the Mortgage and the other Loan Documents (except the Second Mortgage) as amended by this Agreement.

d. The following is added at the end of Section 7(iii):

"provided that, if such breach cannot reasonably be cured within such 30-day period, and Assignor promptly commences such cure within such 30-day period and continuously and diligently attempts such cure, such 30-day period shall be extended to ninety (90) days."

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6. Amendment to Guaranty. The Guaranty is amended as follows:

a. The following is added at the end of Paragraph 1 thereof:

"Notwithstanding anything in this Guaranty to the contrary, the liability of Guarantor under paragraph 1(a) of this Guaranty shall not exceed ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00) in the aggregate."

b. All references to the Loan shall be deemed references to the Loan after giving effect to the principal payments in the aggregate amount of \$150,000 made by Borrower to Lender, so that the principal amount of the Loan is FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000.00).

c. All references to the Note shall be deemed references to the Mortgage Note from Borrower to Lender dated September 29, 1995 in the original principal amount of the Loan, as amended and restated pursuant to the Amended and Restated Note dated April 15, 1998 from Borrower to Lender in the principal amount of FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000.00).

d. All references to the Mortgage and the other Loan Documents (except the Second Mortgage) shall be deemed references to the Mortgage and the other Loan Documents (except the Second Mortgage) as amended by this Agreement.

7. Amendment to Partner Pledge and Security Agreements. Lender and each Guarantor have entered into a separate Partner Pledge and Security Agreement dated October 19, 1995 (collectively, the "Pledge Agreements"). The Pledge Agreements are hereby amended as follows:

a. All references to the Loan shall be deemed references to the Loan after giving effect to the principal payments in the aggregate amount of \$150,000 made by Borrower to Lender, so that the principal amount of the Loan is FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000.00).

b. All references to the Note shall be deemed references to the Mortgage Note from Borrower to Lender dated September 29, 1995 in the original principal amount of the Loan, as amended and restated pursuant to the Amended and Restated Note dated April 15, 1998 from Borrower to Lender in the principal amount of FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000.00).

c. All references to the Mortgage and the other Loan Documents (except the Second Mortgage) shall be deemed references to the Mortgage and the other Loan Documents (except the Second Mortgage) as amended by this Agreement.

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8. Reaffirmation of Representations and Warranties. The Borrower hereby certifies and confirms to Lender that all of the representations and warranties set forth in the Loan Documents, as amended hereby, remain true and correct in all respects as of the date hereof.

9. Consent and Ratification by Guarantor. Guarantor does hereby acknowledge and consent to the execution of this Agreement by Borrower. Guarantor hereby certifies and confirms to Lender that all of the representations and warranties set forth in the Guaranty, the Environmental Indemnity Agreement and the Pledge Agreements, as amended hereby, remain true and correct in all respects as of the date hereof. Guarantor also agrees that as of the date of this Agreement it has no defense, set-off or counterclaim to or against enforcement of the Guaranty, the Environmental Indemnity Agreement or Pledge Agreements, as amended hereby, in accordance with their respective terms. Guarantor hereby ratifies and reaffirms the Guaranty, the Environmental Indemnity Agreement and the Pledge Agreements, as amended hereby, and the obligations, liabilities, liens, encumbrances and security interests created thereby.

10. No Default. Borrower hereby certifies and confirms to Lender that no Event of Default or event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default, has occurred and is continuing.

11. Ratification of Loan Documents. Borrower hereby ratifies and reaffirms the Note, Mortgage and the other Loan Documents, as amended hereby, and the obligations, liabilities, liens, encumbrances and security interests created thereby. Borrower hereby acknowledges that neither Borrower nor any person or entity claiming by, through or under Borrower has any defense or claim for setoff against the enforcement by Lender of any of the Note, Mortgage or the other Loan Documents, as amended hereby.

12. Full Force and Effect. The Note, Mortgage and the other Loan Documents, as amended hereby, shall remain in full force and effect in accordance with their respective terms and provisions.

13. Binding Obligation. This Agreement, the Note, the Mortgage and the other Loan Documents, as amended hereby, are and shall continue to be binding on Borrower and Guarantor and their respective successors and assigns, and inure and shall continue to inure to the benefit of Lender and its successors and assigns.

14. Payment of Costs. Borrower shall pay all of Lender's costs and expenses incurred by Lender in connection with this Agreement, including without limitation all legal fees of Lender's counsel in connection herewith, and the enforceability of this Agreement against Lender is conditioned upon payment of said costs and expenses.

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Lender, Borrower and Guarantor have executed this Agreement as of the date first above written.

LASALLE NATIONAL BANK, a national banking association

By: [Signature]
Name: [Signature]
Title: [Signature]

OAKTON ARMS LIMITED PARTNERSHIP, an Illinois limited partnership

By: [Signature]
Name: _____
Title: _____

[Signature]
Fred Weiss

[Signature]
Harold Katz

[Signature]
Irving Levkovitz

[Signature]
Mark Palmer

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Exhibit A

Legal Description

PARCEL 1:

Lot 6 in Oakton Place, a Subdivision of part of the North 25 acres of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 41 North, Range 12 East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on November 1, 1967 as Document LR 2356973, in Cook County, Illinois.

PARCEL 2:

Easement for the benefit of Parcel 1 for ingress and egress over, through, under and across part of land west of and adjoining subject land as set forth in Easement Agreement filed June 26, 1987 as Document LR 36290607.

PIN: 09-29-106-007

Address: 1665 Oakton Place
Des Plaines, Illinois 60018-2045

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Stephanie Brownlee, a Notary Public in and for said county and State aforesaid, DO HEREBY CERTIFY, that FRED WEISS, 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, sealed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of April, 1998.

Stephanie Brownlee
"OFFICIAL SEAL"
Stephanie Brownlee Notary Public
Notary Public, State of Illinois
My Commission Exp. 01/14/2001

My Commission Expires

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Stephanie Brownlee, a Notary Public in and for said county and State aforesaid, DO HEREBY CERTIFY, that MARK PALMER, 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, sealed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of April, 1998.

Stephanie Brownlee
"OFFICIAL SEAL"
Stephanie Brownlee Notary Public
Notary Public, State of Illinois
My Commission Exp. 01/14/2001

My Commission Expires


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

I, Stephanie Browne, a Notary Public in and for said county and State aforesaid, DO HEREBY CERTIFY, that HAROLD KATZ, 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, sealed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of April, 1998.

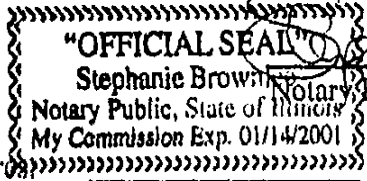
 "OFFICIAL SEAL"
Stephanie Browne Notary Public
Notary Public, State of Illinois
My Commission Exp. 01/14/2001

My Commission Expires

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

I, Stephanie Browne, a Notary Public in and for said county and State aforesaid, DO HEREBY CERTIFY, that IRVING LEWKOWITZ, 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, sealed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of April, 1998.

 "OFFICIAL SEAL"
Stephanie Browne Notary Public
Notary Public, State of Illinois
My Commission Exp. 01/14/2001

My Commission Expires

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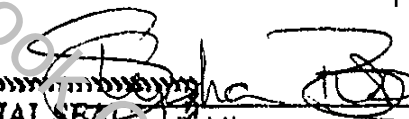
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Stephanie Brownlee, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that FRED WEISS, General Partner of Oakton Arms Limited Partnership, an Illinois limited partnership ("Partnership"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of April, 1998.


"OFFICIAL SEAL" Notary Public
Stephanie Brownlee
Notary Public, State of Illinois
My Commission Exp. 01/14/2001

My Commission Expires

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