

UNOFFICIAL COPY

99019933

997/0039 08 001 Page 1 of 11
1999-01-08 10:56:57
Cook County Recorder 41.50

RHL\AGREEMEN\OLDKENT-1STAM.DOC [12-1-98]



99019933

**FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT,
LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT, REVOLVING NOTE SECURED
BY MORTGAGE, NOTE SECURED BY MORTGAGE AND
GUARANTY OF PAYMENT AND COMPLETION**

This First Amendment to Construction Loan Agreement, Leasehold Mortgage, Assignment of Rents and Leases and Security Agreement, Revolving Note Secured by Mortgage, Note Secured by Mortgage and Guaranty of Payment and Completion ("First Amendment") is made and entered into this 2nd day of December, 1998 by and between RKZ Venture Group, L.L.C., an Illinois limited liability company ("Borrower") and Old Kent Bank ("Lender").

RECITALS

A. Borrower and Lender entered into a Construction Loan Agreement dated as of February 19, 1997 for loans aggregating \$12,402,000.00 ("Loan Agreement"). All terms defined herein shall have the meaning given them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower executed the following dated February 19, 1997: (i) a Revolving Note Secured by Mortgage ("Homes Note") in the original principal amount of \$5,839,000.00 ("Homes Note"); and (ii) a Note Secured by Mortgage (Letters of Credit Note) in the original principal amount of \$4,167,000.00 ("Letters of Credit Note").

C. The Homes Note, the Letters of Credit Note, and other obligations are secured by that certain Leasehold Mortgage, Assignment of Rents and Leases and Security Agreement made as of February 19, 1997 between Borrower and Lender encumbering the property described on Exhibit "A" attached hereto and made a part hereof, which was recorded March 17, 1997 by the Recorder of Deeds for Cook County Illinois as document number 97-182604 ("Mortgage").

D. Marvin M. Romanek, Jerry Kogen, Suzanne Kogen and Daniel Zivin ("Guarantors") executed and delivered to Lender that certain Guaranty of Payment and Completion dated February 19, 1995 ("Guaranty").

E. The Loan Agreement does not allow for Borrower to borrow under the Site Improvement Loan any amount in excess of the difference between \$3,667,000.00 and the Letters of Credit liability.

F. On or about September of 1997, Lender orally agreed to permit Borrower to borrow up to \$3,667,000.00 under the Site Improvement Loan regardless of the Letters of Credit Liability ("September Amendment").

G. Borrower and Lender wish to amend the Loan Agreement, Homes Note, Letters of Credit Note and Mortgage as provided herein.

NOW, THEREFORE, in consideration of the recitations hereinabove and the mutual covenants below, it is agreed as follows:

1. The September Amendment is hereby ratified and confirmed.
2. The Loan Agreement is further amended as follows:

(a) The definition of "Homes Loan Amount" in paragraph 1.1 is changed from \$5,839,000.00 to \$7,339,000.00.

(b) The definition of "Letters of Credit Maximum Aggregate Amount" contained in paragraph 1.1 is deleted in its entirety and the following is substituted therefor: "Letters of Credit Maximum Aggregate Amount shall mean \$1,120,000.00."

(c) The definition of Site Improvements Loan Amount is deleted in its entirety and the following is substituted therefor: "Site Improvements Loan Amount shall mean \$3,677,000.00."

(d) Paragraph 2.1(e) is amended by deleting the phrase "\$5,839,000.00" and substituting therefor the phrase "\$7,339,000.00."

(e) Paragraph 6.6 is amended by deleting the second sentence thereof and substituting the following therefor: If Borrower wants letters of credit issued which in the aggregate have total liability in excess of the Letters of Credit Maximum Aggregate Amount, Borrower may deposit into the Cash Collateral Account an amount equal to such excess, whereupon, if Borrower has complied with all other provisions of this Agreement, Lender shall issue said letters of credit.

3. The Homes Note is amended by deleting therefrom the phrase "\$5,839,000.00" and substituting therefor the phrase "\$7,339,000.00."

4. The Letters of Credit Note is amended by deleting therefrom the phrase "\$4,167,000.00" and substituting therefor the phrase "\$1,120,000.00."

5. The Mortgage is amended by deleting from the first paragraph below the Witnesseth on page 1 thereof the phrase "\$5,839,000.00" and substituting therefor the phrase "\$7,339,000.00, and by deleting the phrase "\$4,167,000.00" and substituting the phrase "\$1,120,000.00."

UNOFFICIAL COPY

99019933

6. Except as amended hereby, the Loan Agreement, the Homes Note, the Letters of Credit Note and the Mortgage remain in full force and effect.

7. Guarantors consent to the provisions of this First Amendment and acknowledge that their obligations under the Guaranty are not changed as a result of any provisions hereof.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and date first written above.

BORROWER:

RKZ VENTURE GROUP, L.L.C.,
an Illinois limited liability company

By: 

Marvin M. Romanek

LENDER:

OLD KENT BANK

By: 

SUP.

GUARANTORS:


Marvin M. Romanek


Jerry Kogen


Suzanne Kogen


Daniel Zivin

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Leanne Storch, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Marvin M. Romanek of **RKZ VENTURE, L.L.C.**, personally known to me to be the same person whose name is subscribed to the foregoing First Amendment, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the limited liability company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 2nd day of December, 1998.

Leanne Storch
Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

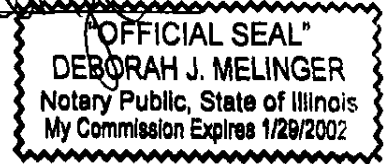
99019933

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Deborah J. Melinger, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Philip Jones of **OLD KENT BANK**, personally known to me to be the same person whose name is subscribed to the foregoing First Amendment, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the banking corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 2nd day of December, 1998.

Deborah J. Melinger
Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)

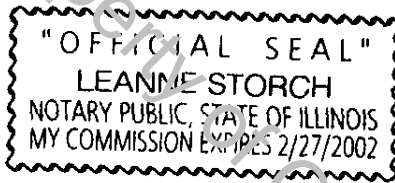
) ss.

99019933

COUNTY OF COOK)

I, Leanne Storch, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **MARVIN M. ROMANEK**, personally known to me to be the same person whose name is subscribed to the foregoing First Amendment, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 2nd day of December, 1998.



Leanne Storch
Notary Public

Cook County Clerk's Office

UNOFFICIAL COPY

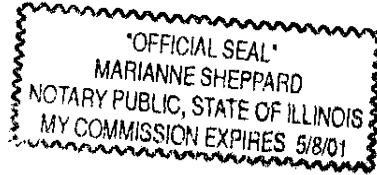
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

99C19933

I, Marianne Sheppard, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **JERRY KOGEN**, personally known to me to be the same person whose name is subscribed to the foregoing First Amendment, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 10th day of December, 1998.

Marianne Sheppard
Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

99019933

I, Marianne Sheppard, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **SUZANNE KOGEN**, personally known to me to be the same person whose name is subscribed to the foregoing First Amendment, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument, and as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 10th day of December, 1998.

Marianne Sheppard
Notary Public

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
))
COUNTY OF COOK)

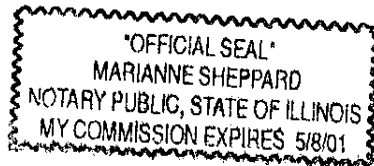
SS.

99019933

I, Marianne Sheppard, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **DANIEL ZIVIN**, personally known to me to be the same person whose name is subscribed to the foregoing First Amendment, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 10th day of December, 1998.

Marianne Sheppard
Notary Public



This instrument prepared by:
Richard H. Levy
Schain, Firsel & Burney, Ltd.
222 North LaSalle Street
Suite 1910
Chicago, IL 60601
312/332-0200

RHLVAGREEMEN\OLDKENT-1STAM.DOC [12-1-98]

UNOFFICIAL COPY

99019938

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND WITHIN THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE ON AN ASSUMED BEARING OF NORTH 01°04'54" EAST ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 14, 660.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°06'03" WEST 481.74 FEET TO A LINE THAT IS 50 FEET EASTERLY OF THE CENTER LINE OF WAUKEGAN ROAD AS MEASURED AT RIGHT ANGLES THERETO; THENCE NORTH 29°44'54" WEST ALONG SAID 50 FOOT LINE, 510.61 FEET; THENCE NORTHWESTERLY 527.33 FEET ALONG THE ARC OF A CIRCLE CONVEX NORTHEASTERLY WITH A RADIUS OF 11,000.00 FEET (THE CHORD OF SAID ARC BEARS NORTH 31°07'18" WEST 527.28 FEET); THENCE NORTH 32°29'42" WEST 708.83 FEET TO A POINT ON A LINE 33.00 FEET NORTHEASTERLY OF THE CENTER LINE OF WAUKEGAN ROAD; THENCE NORTHEASTERLY 20.86 FEET ALONG THE LAST SAID LINE BEING THE ARC OF A CIRCLE CONVEX NORTHEASTERLY WITH A RADIUS OF 4579.77 FEET (THE CHORD OF SAID ARC BEARS NORTH 32°37'32" WEST 20.86 FEET); THENCE NORTH 56°06'37" EAST 869.09 FEET; THENCE SOUTH 61°04'23" EAST 45.94 FEET; THENCE NORTH 49°40'45" EAST 590.51 FEET TO SAID NORTH-SOUTH CENTER LINE OF SECTION 14; THENCE SOUTH 01°04'54" WEST ALONG SAID NORTH-SOUTH CENTER LINE OF SECTION 14, 2474.64 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCLUDING THEREFROM BUILDING SITES 34, 35, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 66, 102, 103, 104, 105, 106, 108, 109, 110, 111, 112, 113, 114, 116, 117, 118 AND 119, BEING PART OF LOT 1 IN THE PLANNED UNIT DEVELOPMENT OF ROYAL RIDGE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 13, 1997 AS DOCUMENT NO. 97818381.

PINS: 04-14-100-023 AND 04-14-100-024