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**SEVENTH AMENDMENT TO AMENDED AND
RESTATED TERM NOTE AND COLLATERAL DOCUMENTS**

THIS SEVENTH AMENDMENT TO THE AMENDED AND RESTATED TERM NOTE AND COLLATERAL DOCUMENTS is entered into as of October 3, 1998, by and among (i) COLE TAYLOR BANK (the "Bank"), located at 5501 West 79th Street, Burbank, Illinois 60459; (ii) AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO F/K/A SOUTH CENTRAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, under Trust Agreement dated June 24, 1986, and known as Trust No. L-315 (the "ANB Trustee"); (iii) CHIAM, INC., an Illinois corporation ("Chiam, Inc."); (iv) J&Y PARTNERSHIP, an Illinois general partnership ("J&Y"); (v) SOUTH CHINATOWN DEVELOPMENT CORPORATION, an Illinois corporation ("SCDC"); and (vi) FRANK WONG, THOMAS WONG, EDWARD WONG, YATE H. WONG, PETER WONG AND MARVIN WONG (collectively, sometimes referred to herein, along with the ANB Trustee, the HB Trustee, Chiam, Inc. J&Y, SCDC and the CT&T Trustee as the "Co-Makers").

WHEREAS, on or about October 31, 1988, the Bank made a loan secured by the following documents ("Collateral Documents"):

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- (a) Construction Mortgage dated as of October 31, 1988, between the ANB Trustee and the Bank, recorded November 22, 1988, as Document No. 88539129, covering the property legally described in EXHIBIT A attached hereto ("Premises"), as modified by the Mortgage Modification Agreement and the Modification of Loan Documents Agreement, each made as of October 31, 1988, and the Mortgage Modification and Extension Agreement dated as of March 3, 1990 (the "Mortgage");
- (b) Assignment of Rents dated as of October 31, 1988, from the ANB Trustee to the Bank recorded November 22, 1988, as Document No. 88539130, as modified by the Modification of Loan Documents Agreement and the Assignment of Rents Modification Agreement, each dated October 31, 1988 (the "Assignment of Rents");
- (c) Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust dated October 31, 1988, from the SC Beneficiaries to the Bank, as modified by the Modification of Loan Documents Agreement dated as of October 31, 1988 (the "Collateral Assignment");
- (d) Security Agreement/Equipment dated October 31, 1988, from the ANB Trustee and the ANB Beneficiaries to the Bank, as modified by the Modification of Loan Documents Agreement made as of October 31, 1988 (the "Security Agreement/Equipment");

WHEREAS, the Co-Makers acknowledge that the Collateral Documents secure the Amended and Restated Term Note dated as of September 3, 1991, together with the First Amendment thereto dated as of September 3, 1991 (collectively the "Amended Note") payable to the order of the Bank and executed by certain of the Co-Makers in the principal amount of FOUR MILLION THREE HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED FIFTY-THREE AND 78/100 dollars (\$4,373,953.78); and any and all modifications, extensions and renewals thereof;

WHEREAS, the Amended Note was amended and extended to December 3, 1992, by the Second Amendment to Amended and Restated Term Note dated June 3, 1992 ("Second Amendment");

WHEREAS, as additional consideration for the Second Amendment, certain additional parties, namely Chiam, Inc., J&Y, SCDC and the CT&T Trustee, agreed to become Co-Makers under the Amended Note;

WHEREAS, the term of the loan was extended to December 3, 1993 by the Third Amendment to Amended and Restated Term Note dated December 3, 1992;

WHEREAS, the term of the loan was extended to June 3, 1994 by the Fourth Amendment to Amended and Restated Term Note dated December 3, 1993;

WHEREAS, the term of the loan was extended to October 3, 1995 by the Fifth Amendment to Amended and Restated Term Note dated June 3, 1995;

WHEREAS, the term of the loan was extended to October 3, 1998 by the Sixth Amendment to Amended and Restated Term Note dated October 3, 1995;

WHEREAS, there remains a principal balance due and owing on the Loan in the amount of \$3,246,166.95;

WHEREAS, all of Co-Makers desire to now amend the Amended Note to further extend its maturity date to January 3, 1999, and to modify the Amended Note and Collateral Documents as hereinafter provided;

WHEREAS, Chiam, Inc., J&Y, SCDC and CT&T Trustee have borrowed the sum of FOUR HUNDRED ELEVEN THOUSAND AND NO/100 DOLLARS \$411,000.00 ("JC Loan") from Jos. Cacciatore & Co. ("JC"), secured by a subordinate mortgage ("JC Mortgage") covering the Premises, which is subordinate to the Bank's Mortgage pursuant to the terms of the Subordination Agreement dated June 1, 1992.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Bank and Co-Makers hereby agree as follows:

1. **Extension of Term of Amended and Restated Term Note** The maturity date set forth in the Amended Note as heretofore amended and extended is hereby modified and amended, and the term of the Amended Note is hereby extended to January 3, 1999.

2. **Modification of Amended Note and Collateral Documents.** The Amended Note and the corresponding provisions of the Collateral Documents are hereby amended so as to provide as follows:

- (a) The first paragraph on Page I of the Amended Note is hereby amended so as to provide as follows:

"The undersigned, for value received, promises to pay to the order of COLE TAYLOR BANK ("Bank"), the principal sum of THREE MILLION TWO HUNDRED FORTY SIX THOUSAND ONE HUNDRED SIXTY SIX AND 95/100 dollars (\$3,246,166.95), payable in installments as hereinafter described with the last such installment due on January 3, 1999, and to pay interest from the effective date hereof (computed on the basis of a THREE HUNDRED SIXTY (360) day year for the actual number of days elapsed) on the outstanding balance of such principal sum at the rate of EIGHT PERCENT (8%) per annum; provided, however, that after the occurrence of a Default and for so long as such Default continues the undersigned promises to pay the Bank interest on the unpaid principal amount hereof and on all other Liabilities related hereto at a rate per annum equal to the sum of the interest rate specified above plus THREE PERCENT (3%)."

- (b) The second paragraph on Page I of the Amended Note is hereby amended so as to provide as follows:

"This Note shall be payable in equal monthly installment of principal and interest in the amount of TWENTY-FOUR THOUSAND SIX HUNDRED FOUR AND 34/100 DOLLARS (\$24,604.34), commencing November 3, 1998, and TWENTY FOUR THOUSAND SIX HUNDRED FOUR AND 34/100 (\$24,604.34) on the third day of each month thereafter, with a final payment of the entire remaining balance of principal and interest being due and payable on or before January 3, 1999. If any principal or interest payment is not a Business Day, the interest shall be payable herein during such extension at the applicable rate specified above. At Maturity, all accrued interest shall be, and therefore shall continue to be immediately due and payable."

3. **Reaffirmation of Amended Note and Collateral Documents.** Trustee and the Co-makers hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Amended Note and Collateral Documents, and Co-Makers agree that said terms, provisions, representations and warranties shall remain in full force and effect.

4. Attorney's Fees and Costs. The Co-Makers shall pay all attorney's fees and costs incurred by Lender in connection with the preparation and negotiation of this Seventh Amendment to Amended and Restated Term Note and Collateral Documents, including recording and title charges.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO F/K/A SOUTH CENTRAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, under Trust Agreement dated June 24, 1986, as amended, of Trust No. L-315 and not individually (see, Exculpatory Rider attached hereto and made a part hereof)

By: [Signature]
Its: ANTHONY M. LUTKUS
 ASST. V.P.

[Signature]
FRANK WONG

[Signature]
PETER WONG

[Signature]
THOMAS WONG

[Signature]
MARVIN WONG

[Signature]
EDWARD WONG

J&Y PARTNERSHIP

SOUTH CHINATOWN
DEVELOPMENT CORPORATION

By: [Signature]
Its: DISSOLVED

By: [Signature]
Its: V. Chen

IN WITNESS WHEREOF, the Bank has caused this Instrument to be executed as of the day and year first above written.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

COLE TAYLOR BANK, an Illinois banking association

By: [Signature]
THOMAS J. HENNESSY
Senior Vice President

EXHIBIT A

LEGAL DESCRIPTION

CHINATOWN GALLERIA PROPERTY:

LOTS 25 TO 37, BOTH INCLUSIVE, AND THE SOUTH 2.5 FEET OF LOT 38 IN BLOCK 6 IN UHLICH AND MUHLKES ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 17-28-214-016

COMMON ADDRESS: 2359 SOUTH WENTWORTH AVENUE
CHICAGO, ILLINOIS 60616