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THIS INSTRUMENT PREPARED BY:

Christyl Marsh
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

AND AFTER RECORDING MAIL TO:

Nonoy Vargas
First Eagle National Bank
1040 West Lake Street
Hanover Park, Illinois 60133



Doc#: 0617933174 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/28/2006 01:41 PM Pg: 1 of 10

ASSUMPTION AND MODIFICATION AGREEMENT

THIS ASSUMPTION AND MODIFICATION AGREEMENT (hereinafter referred to as this "Modification Agreement") made as of this 7th day of June, 2006, by and among AGE E FAMILY HOLDING GROUP, LLC, an Illinois limited liability company ("Holding"), JODI S. AGE E ("Agee"), AT THE TRACKS, LTD., an Illinois corporation ("Tracks") (Agee and Tracks are hereinafter collectively referred to as the "Guarantors") (Holding and Guarantors are hereinafter collectively referred to as the "Obligors"), and FIRST EAGLE NATIONAL BANK ("Lender").

WITNESSETH:

WHEREAS, on January 19, 2005, Lakeside Bank, not personally, but as Trustee under Trust Agreement dated January 14, 2005 and known as Trust No. 10-2768 (the "Trustee") executed and delivered to Lender that certain promissory note dated January 19, 2005 in the original principal sum of Seven Hundred Seventy-Five Thousand and 00/100 (\$775,000.00) Dollars (the "Note"), which Note is secured by the following documents (the following documents and any and all other instruments executed by any Obligor are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage of even date therewith made by Trustee in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. 0502633171 (the "Mortgage") on property commonly known as 325 N. Jefferson Street, Chicago, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");
- (ii) assignment of rents dated of even date with the Note made by Trustee in favor of Lender, recorded in the Recorder's Office as Document No. 0502633172 (the "Assignment of Rents");
- (iii) collateral assignment of beneficial interest dated of even date with the Note made by Agee and Donald D. Agee II in favor of Lender;

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- (iv) commercial guaranty dated of even date with the Note made by Donald D. Agee II in favor of Lender (the "Donald Guaranty");
- (v) commercial guaranty dated of even date with the Note made by Agee in favor of Lender (the "Agee Guaranty");
- (vi) commercial guaranty dated of even date with the Note made by Tracks in favor of Lender (the "Tracks Guaranty");
- (vii) Hazardous substances certificate and indemnity agreement dated of even date with the Note among Obligors, Donald D. Agee II and Lender (the "Indemnity");
- (viii) business loan agreement dated of even date with the Note between Trustee and Lender (the "Loan Agreement");
- (ix) debt subordination agreement of even date with the Note among Agee, Donald D. Agee II, Donald D. Agee, Eloise A. Agee and Lender; and
- (x) subordination and attornment agreement dated of even date with the Note among Tracks, Trustee and Lender, recorded in the Recorder's Office as Document No. 0502833153 (the "Subordination Agreement").

WHEREAS, at the direction of the beneficiaries of the Trustee, the Trustee has conveyed the Premises to Holding; and

WHEREAS, Trustee has assigned to Holding its interests under that certain oral lease (the "Lease") between Trustee, as landlord, and Tracks, as tenant, concerning the Premises, and Holding has assumed the obligations, rights and duties of Trustee as the landlord under the Lease; and

WHEREAS, the Obligors have requested that (i) Lender consent to the assumption by Holding of the Note, Mortgage, Assignment of Rents, Indemnity, Loan Agreement, Subordination Agreement and all other Loan Documents executed by the Trustee, (ii) increase the principal sum of the Note to \$857,919.20, and (iii) release Donald D. Agee II from his obligations under the Donald Guaranty and the other Loan Documents; and

WHEREAS, Lender has consented to such requests, provided the parties hereto execute and deliver this Modification Agreement to Lender;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Lender is a valid, first and subsisting lien on the Premises (as defined in the Mortgage) and that the execution of this Modification Agreement will not impair the lien of said Mortgage and that there is no existing second mortgage or other liens subsequent to the lien of the Mortgage held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them,

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this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.
2. Holding hereby assumes all of the indebtedness, liabilities, and obligations of the Trustee under the Note, Mortgage, Assignment of Rents, Indemnity, Loan Agreement, Subordination Agreement and all other Loan Documents executed by the Trustee as if Holding was an original maker or grantor of such documents, and covenants and agrees to pay, perform and observe all of the indebtedness, liabilities, and obligations (including, without limitation, all covenants, agreements and undertakings) of the Trustee under the Note, Mortgage, Assignment of Rents, Indemnity, Loan Agreement, Subordination Agreement and other Loan Documents. Each reference in the Loan Documents to the "Borrower" or the "Grantor" shall hereafter mean Holding.
3. As of June 7, 2006, the total outstanding principal balance of the Note is \$757,919.20. Concurrent with the execution of this Modification Agreement, Holding shall execute and deliver to Lender an amended and restated promissory note of even date herewith in the principal amount of Eight Hundred Fifty-Seven Thousand Nine Hundred Nineteen and 20/100 Dollars (\$857,919.20), payable to the order of Lender (the "Amended Note"). Each reference in the Loan Documents to the term "Note" shall hereafter be deemed to be a reference to the Amended Note. Each reference in the Loan Documents to the term "Loan" shall hereafter mean that certain \$857,919.20 term loan made by Lender to Borrower and evidenced by the Amended Note.
4. The Mortgage is hereby modified by deleting the maximum lien amount of \$1,550,000.00 as set forth in the first paragraph on page 1 and replacing it with the amount "\$1,715,838.00".
5. The Loan Agreement is hereby modified as follows:
 - a. The paragraph entitled "Organization" as set forth on page 1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"Agee Family Holding Group, LLC is a limited liability company which is, and at all times shall be, duly organized, validly existing and in good standing under the laws of the state of Illinois. Agee Family Holding Group, LLC maintains an office at 325 North Jefferson Street, Chicago, Illinois 60661. Unless the manager has designated otherwise in writing, the principal office is the office at which Agee Family Holding Group, LLC keeps its books and records, including its records concerning the Collateral. The manager will notify Lender prior to any change in the location of Agee Family Holding Group, LLC's state of organization or any change in Agee Family Holding Group, LLC's name. The manager shall do all things necessary to preserve and to keep in full force and effect Agee Family Holding Group, LLC's existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Agee Family Holding Group, LLC and Agee Family Holding Group, LLC's business activities."

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b. The paragraph entitled "Capital Expenditures" as set forth on page 3 of the Loan Agreement is hereby deleted in its entirety.

6. Lender hereby releases Donald D. Agee II from all liability under the Loan Documents and the Donald Guaranty, provided, however, nothing contained herein shall be deemed to release or limit the liabilities of Agee or Tracks under the Loan Documents, the Agee Guaranty or the Tracks Guaranty.

7. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Amended Note and this Modification Agreement.

8. Except for the modifications stated herein, the Amended Note and the Loan Documents are not otherwise changed, modified or amended.

9. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender a non-refundable modification fee in the amount of \$1,000.00, plus all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligors within five days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the interest after default rate (as more particularly described in the Amended Note).

10. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Mortgage, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of the Mortgage, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Amended Note or any of the Loan Documents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

11. Guarantors hereby irrevocably consent to the aforesaid assumption by Holding and the modification of the Amended Note and Loan Documents, and irrevocably agree that their liability under the Amended Note and any other Loan Documents executed in connection with the Amended Note, shall not in any way be affected, modified, or discharged in any fashion by the assumption and modification of the Amended Note, Mortgage, Assignment of Rents, Indemnity, Loan Agreement, Subordination Agreement and other Loan Documents contained in this Modification Agreement.

12. The Obligors hereby ratify and confirm their respective obligations and liabilities under the Amended Note, Mortgage, Agee Guaranty, Tracks Guaranty, Assignment of Rents, Indemnity, Loan Agreement, Subordination Agreement and other Loan Documents, as hereby assumed and modified, and the liens and security interest created thereby, and acknowledge that they

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have no defenses, claims or set-offs against the enforcement by Lender of the respective obligations and liabilities of the Obligors under such documents, as so assumed and modified.

13. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

14. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid assumption and modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

15. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

16. This Modification Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

17. Lender's consent to this Modification Agreement shall be subject to Lender (or Lender's nominee) having received the following in a form and substance acceptable to Lender on or before June 16, 2006 (the "Modification Termination Date"):

(a) An endorsement to Chicago Title Insurance Company Loan Policy No. 1401 008247547 D1 (the "Title Policy") which (i) amends the description of the Mortgage insured under the Title Policy to include this Modification Agreement, (ii) amends the description of the Assignment of Rents to include this Modification Agreement, (iii) extends the effective date of the Title Policy to the date of the recording of this Modification Agreement, (iv) includes no additional exceptions to title other than those that have been approved in writing by Lender, (v) states that all real estate taxes and assessments applicable to the Premises which are due and payable as of the date of such endorsement have been paid in full, (vi) states that title to the Premises is vested in Holding, and (vii) increases the amount of insurance to \$857,919.20;

(b) Copies of (i) the filed articles of amendment to Holding's articles of organization (A) removing Donald D. Agee II as a member, (B) adding Agee as the manager, (C) changing the management from member-managed to manager-managed, and (D) changing the registered agent; and (ii) the executed amended and restated operating agreement of Holding, in such form as has been approved by Lender; and

(c) Such other documents as Lender may reasonably require.

The Obligors' failure to deliver the aforementioned documents and items to Lender on or before the Modification Termination Date shall, at the option of Lender, result in this Modification Agreement (including all agreements and waivers of Lender contained herein) being null and void.

18. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION

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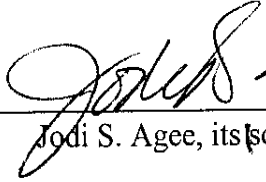
WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the undersigned have caused this Modification Agreement to be executed as of the date first above written.

AGEE FAMILY HOLDING GROUP, LLC, an
Illinois limited liability company

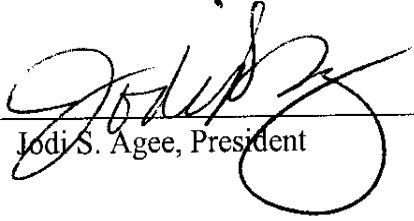
By: _____

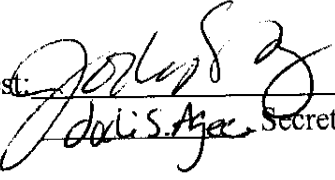

Jodi S. Agee, its sole Manager

Jodi S. Agee, individually


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AT THE TRACKS, LTD., an Illinois corporation

By: 
Lodi S. Agee, President

Attest:  Secretary

FIRST EAGLE NATIONAL BANK

By: 
Its: Officer

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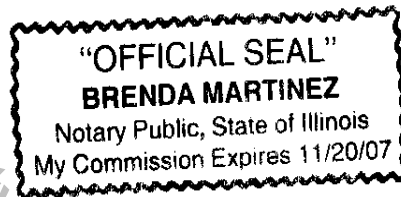
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jodi S. Agee personally known to me as the sole manager of Agee Family Holding Group, LLC, an Illinois limited liability company, and 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 she signed, sealed and delivered the said instrument as such sole manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as her own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of June, 2006

Brenda Martinez
Notary Public

My Commission Expires: 11/20/07



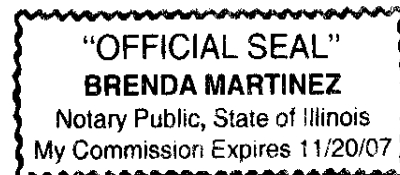
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JODI S. AGEE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, personally appeared before me this day and of her own free will, subscribed her name to the foregoing instrument for the uses and purposes therein contained.

Given under my hand and notarial seal this 7th day of June, 2006.

Brenda Martinez
Notary Public

My Commission Expires: 11/20/07



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

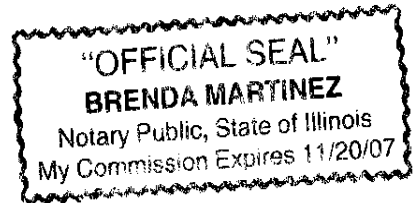
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Jodi S. Agee, the President, and Jodi S. Agee, the Secretary, respectively, of AT THE TRACKS, LTD., an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of June, 2006.

Brenda Martinez
Notary Public

My Commission Expires: 11/20/07

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

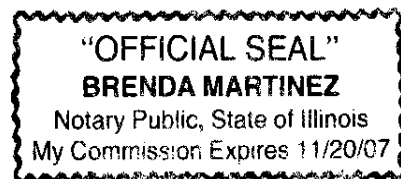


I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Zachary Braun, of FIRST EAGLE NATIONAL BANK, a national bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer, appeared before me 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 national bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of June, 2006.

Brenda Martinez
Notary Public

My Commission Expires: 11/20/07



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EXHIBIT "A"

PIN: 17-09-304-001-0000
17-09-304-002-0000
17-09-304-003-0000

ADDRESS: 325 N. Jefferson Street, Chicago, Illinois 60661

PARCEL 1:
THAT PART SOUTHWESTERLY OF MILWAUKEE AVENUE EXTENDED, OF SUB-LOTS 1 AND 2 OF LOT 3 IN BLOCK 12 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THE NORTH 26.00 FEET OF SUB LOT 1 OF LOT 6, LYING SOUTHWEST OF MILWAUKEE AVENUE EXTENDED IN BLOCK 12 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.