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Mr 2040128 *[Signature]*

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:



Doc#: 0624240044 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/30/2008 10:00 AM Pg: 1 of 11

Holland & Knight LLC
131 S. Dearborn Street
30th Floor
Chicago, Illinois 60603
Francis L. Keldermans, Esq.
Box 2666

CHICAGO TITLE LAND TRUST COMPANY is successor
Land Trustee to LaSalle Bank National Association and
all references within this
document to LaSalle Bank National Association shall
be deemed to mean CHICAGO TITLE LAND
TRUST COMPANY as Successor Trustee

This space reserved for Recorder's use only

SECOND MODIFICATION OF LOAN DOCUMENTS

THIS SECOND MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 23 day of August, 2008, by and among TINLEY PLAZA, LLC, an Illinois limited liability company ("LLC") and LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE ("Trustee") under Trust Agreement dated August 13, 2002 and known as Trust No. 130000 ("Trust") (collectively LLC and Trustee as referred to as "Borrower"), Raymond Pocius and Leo Pocius ("Guarantor") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Original Loan") to Borrower in the original principal amount of ONE MILLION FIVE HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$1,571,750.00).

B. The Original Loan is evidenced by a Promissory Note (the "Original Note") dated as of August 23, 2002, in the original principal amount of the Original Loan made payable by Borrower to the order of Lender,

B. The Original Note is and the Notes (as defined below) shall be secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of August 23, 2002 from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on September 10, 2002 as Document No. 0020989854 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Rents and Leases dated as of August 23, 2002 from Borrower to Lender and recorded in the Recorder's Office on September 10, 2002 as Document No. 0020989855 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated as of August 23, 2002 from Borrower and Guarantor to Lender (the "Indemnity Agreement"); and (iv) certain other loan documents (the Notes, the Mortgage, the Assignment of Leases, the

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Indemnity Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan is further secured by a Guaranty of Payment dated as of August 23, 2002 from Guarantor to Lender (the "Original Guaranty").

D. On or about October 1, 2003, Borrower, Guarantor and Lender entered into that Modification of Loan Documents (the "First Modification") pursuant to which Lender agreed to modify the Loan Documents by, among other things, modifying the Loan Rate.

E. Concurrently with the First Modification, Borrower executed and delivered to Lender that First Amended and Restated Promissory Note ("First Amended Note") made by Borrower payable to the order of Lender dated October 1, 2003 in the principal amount of the Original Loan. (The Original Note and the First Amended Note are referred to collectively as the "Term Note".)

F. Borrower has requested that Lender modify the Loan Documents in order to: (i) document a line of credit loan (as defined below) in the maximum principal amount of \$725,000.00 and (ii) to decrease the principal amount of the Original Loan from \$1,571,750.00 to \$1,465,706.62.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Line of Credit Loan.** (a) Pursuant to the terms and conditions contained in this Second Modification, the Mortgage, and all of the other Loan Documents, Lender agrees to extend a line of credit loan (the "Line of Credit Loan") (the Line of Credit Loan and the Original Loan are referred to collectively as the "Loan") to Borrower in the maximum principal amount of Seven Hundred Twenty-Five Thousand and no/100 Dollars (\$725,000.00).

(b) The Line of Credit Loan shall be evidenced by that Line of Credit Note (the "Line of Credit Note") made by Borrower to the order of Lender in the maximum principal amount of Seven Hundred Twenty-Five Thousand and no/100 Dollars (\$725,000.00). (The Line of Credit Note and the Term Note, as each may be amended, modified, restated or revised from time to time, are referred to as the "Notes".)

2. **Original Loan.** The principal amount of the Original Loan is hereby reduced from ONE MILLION FIVE HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$1,571,750.00) to ONE MILLION FOUR HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED SIX AND 62/100 DOLLARS (\$1,465,706.62). Any

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reference in any of the Loan Documents to the principal amount of the Original Loan shall mean ONE MILLION FOUR HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED SIX AND 62/100 DOLLARS (\$1,465,706.62).

3. **Principal and Interest.** Principal and interest are due and payable as set forth in each of the Notes.

4. **Condition Precedent.** As a condition precedent to Lender's agreeing to (i) make the Line of Credit Loan, (ii) accept the Notes, (iii) modify the Loan Documents and (iv) enter into this Agreement, Borrower agrees that it will deliver the following documents (the "Modification Documents") to Lender at least five (5) days prior to the Loan Opening, all of which must be satisfactory to Lender and Lender's counsel in form, substance and execution:

- (a) This Agreement executed by Borrower and each Guarantor;
- (b) The Second Amended Note executed by Borrower;
- (c) The Line of Credit Note executed by Borrower;
- (d) The First Amended, Restated and Reaffirmed Guaranty of Payment executed by each Guarantor;
- (e) Letter of Direction to the Land Trustee properly executed;
- (f) Certificate of Borrower's Manager together with a good standing/certificate of existence, dated not earlier than 30 days prior to the date of this Agreement;
- (g) Date down endorsement to the Title Policy which shall increase the policy amount by the Line of Credit Loan;
- (h) UCC, federal and state tax lien and judgment searches for Borrower and each Guarantor;
- (i) Updated Acord 28 insurance certificate;
- (j) Copies of any new leases and/or modifications to leases together with such tenant estoppel certificates as may be required by Lender; and
- (k) A certified copy of the current rent roll.

5. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

- (a) The representations and warranties contained in that Certificate of Representations, Warranties and Covenants (the "Certificate") dated as of August 23, 2002 made by Borrower to Lender, the Mortgage and the other Loan Documents are true and correct as of the date hereof.

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(b) There is currently no Event of Default (as defined in the Mortgage) under the Notes, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Notes, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

(g) Patriot Act:

(1) As of the date of this Agreement, Borrower is and, during the term of this Agreement shall remain, in full compliance with all the applicable laws and regulations of the United States of America that prohibit, regulate or restrict financial transactions, including but not limited to, conducting any activity or failing to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the Money Laundering Control Act, 18 U.S.C. 1956, 1957, or the Bank Secrecy Act, 31 U.S.C. 5311 *et seq.* and any amendments or successors thereto and any applicable regulations promulgated thereunder.

(2) Borrower represents and warrants that: (a) neither it, nor any of its owners, or any officer, director or employee, is named as a "Specially Designated National and Blocked Person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control or as a person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; (b) it is not owned or controlled, directly or indirectly, by the government of any country that is subject to a United States Embargo; and (c) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in

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Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

(3) Borrower acknowledges that it understands and has been advised by legal counsel on the requirements of the applicable laws referred to above, including the Money Laundering Control Act, 18 U.S.C. 1956, 1957, the Bank Secrecy Act, 31 U.S.C. 5311 *et seq.*, the applicable regulations promulgated thereunder, and the Foreign Assets Control Regulations, 31 C.F.R. Section 500 *et seq.*

6. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Mercury Title Insurance Company to issue an endorsement to Lender's title insurance policy No. 2040128 (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage as increased by the amount of the Line of Credit Loan, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

7. **Reaffirmation of Guaranty.** Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

8. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

9. **Notices.** Any reference in any of the Loan Documents to addresses for notice is hereby modified as shown below. All of the other requirements for notice contained in the Loan Documents shall continue as set forth in such documents.

To Mortgagee: LaSalle Bank National Association
135 S. LaSalle Street,
28th Floor
Chicago, Illinois 60603
Attn: Commercial Real Estate

With a copy to:: Holland & Knight LLP
131 S. Dearborn Street
30th Floor
Chicago, Illinois 60603
Attn: Francis L. Keldermans and Janet Wagner Jelen

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To Trustee: Lasalle Bank National Association as Trustee under Trust Agreement dated August 13, 2002 and known as Trust No. 130000
135 S. LaSalle Street
Chicago, Illinois 60603

To LLC: Tinley Plaza, LLC
15941 South Harlem Avenue, #261
Tinley Park, Illinois 60477-1609
Attn: Leo Pocius or Raymond Pocius

With copy to: Burke & White
5330 S. Main Street
Suite 200
Downers Grove, Illinois 60515
Attn: Edmund P. Burke, Esq.

10. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied,

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that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Notes", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Notes, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

11. **Trustee's Exculpation.** This Agreement is executed by the Trustee, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Agreement shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Agreement, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Agreement. Notwithstanding the foregoing, the Lender shall not be precluded from: (a) recovering any condemnation awards or insurance proceeds attributable to the Property; (b) recovering any tenant security deposits, advance or pre-paid rents; or (c) enforcing the liability of LLC as co-maker of the Note, of the payment of the Note and performance of the Loan Documents.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Second Modification of Loan Documents dated as of the day and year first above written.

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: Katie Janik
Name: Katie Janik
Title: Loan Officer

BORROWER:

TINLEY PLAZA, LLC, an Illinois limited liability company

By: [Signature]
Name: RAYMOND POCIUS
Title: MANAGER-MEMBER

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.

*LaSalle Bank National Association, as Trustee under Trust Agreement dated August 13, 2002 and known as Trust No. 130000 and not personally

By: [Signature]
Name: Lourdes Martinez
Title: ASST. VICE/PRESIDENT

Attest: **Attestation not required pursuant to corporate by-laws.**

By: _____
Name: _____
Title: _____

*CHICAGO TITLE LAND TRUST COMPANY is successor Land Trustee to LaSalle Bank National Association and all references within this document to LaSalle Bank National Association shall be deemed to mean CHICAGO TITLE LAND TRUST COMPANY as Successor Trustee

GUARANTOR:

[Signature]
Raymond Pocius
[Signature]
Leo Pocius

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STATE OF ILLINOIS)
) SS
 COUNTY OF DU PAGE)

I, KAREN A. BOVINETTE a Notary Public in and for said County, in the State aforesaid, do hereby certify that RAYMOND + LEO POCIUS, the MEMBERS of Tinley Plaza, LLC, an Illinois limited liability company (the "Company"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such MEMBERS, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23 day of AUGUST, 2006.



Karen A. Bovinette
 NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
) SS
 COUNTY OF DU PAGE)

I, KAREN BOVINETTE a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leo Pocius and Ray Pocius who are personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23 day of AUGUST, 2006.



Karen A. Bovinette
 NOTARY PUBLIC

(SEAL)

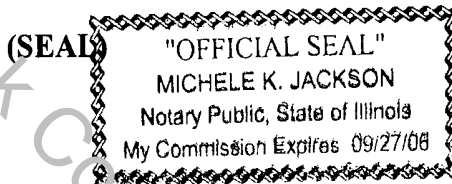
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STATE OF ILLINOIS)
)
) SS
COUNTY OF Cook)

I, Michele Jackson a Notary Public in and for said County, in the State aforesaid, do hereby certify that Katie Janik, the Loan Officer of LaSalle Bank National Corporation ("Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Loan Officer appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23 day of August, 2006.

Michele Jackson
NOTARY PUBLIC

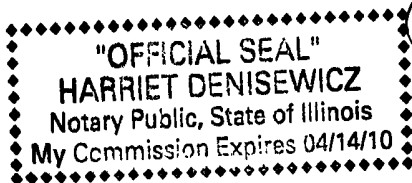


STATE OF ILLINOIS)
)
) SS
COUNTY OF Cook)

I, The undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lourdes Martinez, the ASST. VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ASST. VICE PRESIDENT, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25th day of August, 2006.

Harriet Denisewicz
NOTARY PUBLIC



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EXHIBIT A

THE PROPERTY

LOT 14 (EXCEPT THE WEST 125 FEET OF THE NORTH 133 FEET MEASURED ON THE RESPECTIVE WEST AND NORTH LINES) IN PLAT OF SUBDIVISION OF THE HERETOFORE LOTS 14 AND 40 INCLUSIVE, IN BLOCK 3, ALSO THE PUBLIC WALK BETWEEN LOTS 23 AND 24 AND THE PUBLIC ALLEY BETWEEN LOTS 32 TO 40 INCLUSIVE IN BLOCK 3 ALSO BROAD STREET, FROM THE EAST LINE OF OAK PARK AVENUE TO THE SOUTH LINE OF 167TH STREET, ALL IN PARKSIDE SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ (EXCEPT THE SOUTH 330 FEET OF THE WEST 330 FEET THEREOF) OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-30-201-013-0000

Commonly known as: Southeast corner of 167th Street & S. Oak Park Avenue, Tinley Park, Illinois

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