

UNOFFICIAL COPY

RECORDATION REQUESTED BY:
Ravenswood Bank
2300 W. Lawrence Avenue
Chicago, IL 60625

WHEN RECORDED MAIL TO:
Ravenswood Bank
2300 W. Lawrence Avenue
Chicago, IL 60625
ATTN: Wanda Rosario



Doc#: 0629749117 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/24/2006 02:28 PM Pg: 1 of 8

FREEDOM TITLE CORP.

TC 6882007

FOR RECORDER'S USE ONLY

This First Modification Agreement prepared by: **MICHAEL OBREMSKI**
RAVENSWOOD BANK
2300 W. LAWRENCE AVENUE
CHICAGO, IL 60625

FIRST MODIFICATION AGREEMENT TO CREDIT AGREEMENT, REVOLVING CREDIT NOTE, REAL ESTATE MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, COLLATERAL ASSIGNMENT UNDER LAND TRUST, GUARANTY, SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS

This First Modification Agreement to Credit Agreement, Revolving Credit Note, Real Estate Mortgage, Assignment of Leases and Rents, Collateral Assignment Under Land Trust, Guaranty, Security Agreement and Other Loan Documents (the "Loan Documents") (this "First Modification") is entered into this third day of July, 2006 by and among PMG ENTERPRISES OF CHICAGO INC., an Illinois corporation ("Borrower"); CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE UNDER A TRUST AGREEMENT DATED FEBRUARY 18, 1986 AND KNOWN AS TRUST NO. 10-4015 ("Mortgagor"); PETER GATARIC, an individual ("Guarantor"); and RAVENSWOOD BANK, formerly known as COMMUNITY BANK OF RAVENSWOOD, an Illinois banking corporation, with an office located at 2300 West Lawrence Avenue, Chicago, Illinois 60625 ("Lender").

WITNESSETH:

A. Borrower entered into that certain Credit Agreement dated January 8, 2003 (the "Loan Agreement") pursuant to which Lender agreed to lend to Borrower an aggregate principal amount of One Million Three Hundred Seventy Thousand and 00/100 Dollars (\$1,370,000.00) ("the Original Loan Amount") subject to the terms and conditions set forth in the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement, Note (as hereinafter defined) and the Loan Documents.

UNOFFICIAL COPY

B. The obligations of Borrower to repay the Original Loan Amount are evidenced by a Revolving Credit Note dated January 8, 2003 in the original principal amount of the Original Loan Amount made by Borrower and Mortgagor, as the same may be amended or restated from time to time, payable to the order of Lender (the "Note") which is further evidenced and secured by the Loan Documents.

C. The Note is secured by: (i) that certain Real Estate Mortgage dated January 8, 2003 executed by Mortgagor for the benefit of Lender recorded on March 17, 2003 in the Official Records of Cook County, Illinois as Document Number 0030080912 (the "Mortgage"); (ii) that certain Assignment of Leases and Rents dated January 8, 2003 executed by Mortgagor for the benefit of Lender recorded March 17, 2003 in the Official Records of Cook County, Illinois as Document Number 0030080913 (the "Assignment of Rents"); (iii) that certain Collateral Assignment Under Land Trust dated January 8, 2003 executed by Guarantor for the benefit of Lender (the "Collateral Assignment"); and (iv) that certain Security Agreement dated January 8, 2003 executed by Borrower for the benefit of Lender (the "Security Agreement") (the Mortgage, Assignment of Rents, Collateral Assignment and Security Agreement may be hereinafter collectively referred to as the "Security Agreements") in connection with the subject property located at 4400-4412 North Ashland Avenue, Chicago, Illinois, as more particularly described on Exhibit A attached hereto and made an integral part hereof.

D. The Note is guaranteed by that certain Guaranty dated January 8, 2003 executed by Guarantor.

E. Borrower has requested and Lender has agreed to certain modifications to the Note, including, *inter alia*, reducing the principal amount of the Note to \$350,000.00, adjusting the interest rate to 7.5% fixed per annum, an ending the maturity date of the Note to July 3, 2011, and amortizing the unpaid balance based upon a twenty five (25) year amortization period for a five (5) year term.

NOW THEREFORE, in consideration of the mutual covenants and agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower, Guarantors, Mortgagor and Lender agree as follows:

1. Effective as of the date hereof, the aggregated outstanding indebtedness on the Note is \$350,000.00 (the "Indebtedness").

2. Effective as of the date hereof, the Note, Credit Agreement, Security Documents and other Loan Documents are hereby amended as follows: (a) the principal amount of the Note is hereby amended to \$350,000.00; (b) the revolving line of credit provision in the Note is hereby deleted; (c) the maturity date of the Note is hereby amended by deleting the date of "February 1, 2007" and replacing it with the date of "July 3, 2011"; (d) the interest rate to be applied to the unpaid principal balance on the Note, shall be at a fixed rate equal to seven and one-half percent (7.5%) fixed per annum; (e) the payment schedule in the Note is hereby amended to provide for fifty nine (59)

UNOFFICIAL COPY

regular monthly payments of principal and interest payments beginning on August 1, 2006 in the amount of \$2,611.85, with subsequent principal and interest payments to be due on the same date of each month thereafter with all principal, interest and all other charges being due on July 3, 2011.

In addition, the following prepayment premium is added to the Note: "Concurrent with a prepayment of the Note after July 3, 2006 (the "Conversion Date"), Borrower shall pay a premium equal to five percent (5%) of the outstanding principal balance during the first Loan Year (as hereinafter defined); four percent (4%) of the outstanding principal balance during the second Loan Year; three percent (3%) of the outstanding principal balance during the third Loan Year; two percent (2%) of the outstanding principal balance during the fourth Loan Year; and one percent (1%) of the outstanding principal balance during the remaining term of the Note if paid prior to the maturity date. For the purposes of calculating the aforesaid prepayment premium, a "Loan Year" shall commence on the Conversion Date. The above notwithstanding, Lender agrees to waive the prepayment premium in the event Borrower sells the real estate securing the Note to a bona fide third party."

3. The undersigned Guarantor does hereby join in the execution of this Modification Agreement and agrees to be bound by the terms and conditions thereof and further agrees that nothing contained therein shall release, cancel or impair the obligations of such Guarantors under the terms of the Guaranty.

4. This Agreement may be executed by the parties hereto in several counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall constitute one and the same agreement.

5. This Modification Agreement is executed by Chicago Title Land Trust Company, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such Trustee and said Trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of Trustee individually to pay the Note or any interest thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained; all such liability, if any, being expressly waived by the Lender and by every person now or hereafter claiming any right of payment hereunder and that so far as said Trustee personally is concerned, the legal holder or holders of the Note shall look solely to the enforcement of any security interest given or lien created as security for the Note or to an action to enforce the personal liability of any guarantor of the Note.

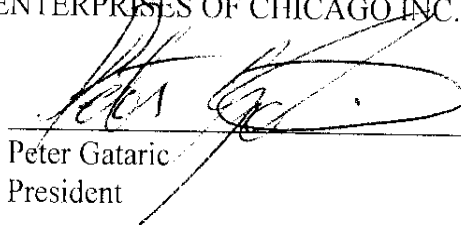
[Remainder of page intentionally left blank]

UNOFFICIAL COPY

IN WITNESS WHEREOF the parties have executed this Modification Agreement as of the third day of July, 2006.

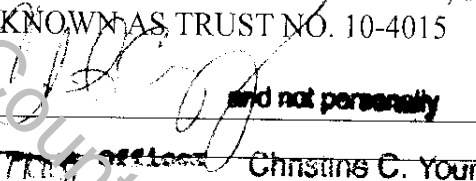
BORROWER:

PMG ENTERPRISES OF CHICAGO INC.

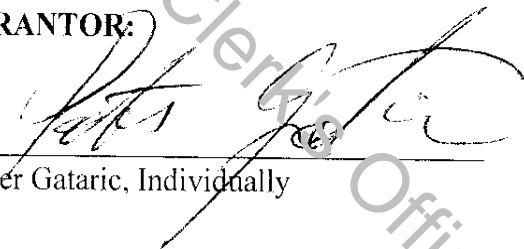
By: 
Peter Gataric
Title: President

MORTGAGOR:

CHICAGO TITLE LAND TRUST COMPANY,
AS SUCCESSOR TRUSTEE UNDER TRUST
AGREEMENT DATED FEBRUARY 18, 1986
AND KNOWN AS TRUST NO. 10-4015

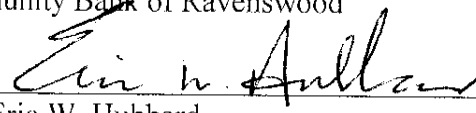
By:  **and not personally**
Title: ~~Trust Officer~~ Christine C. Young

GUARANTOR:


Peter Gataric, Individually

LENDER:

RAVENSWOOD BANK, formerly known as
Community Bank of Ravenswood

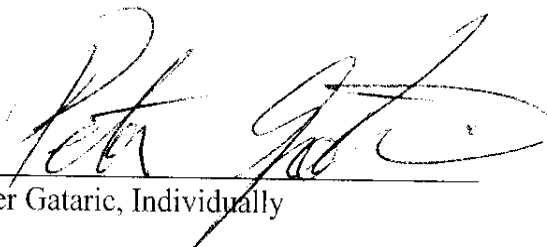
By: 
Eric W. Hubbard,
Title: President

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability if any, being expressly waived and released.

UNOFFICIAL COPY

CONSENT OF GUARANTOR

The undersigned Guarantor hereby consents and agrees to the terms of this Agreement and to Mortagor's execution of this Agreement. The undersigned reaffirms all of his obligations and covenants under his respective guaranty dated as January 8, 2003 and agrees that none of such obligations and covenants shall be affected by the execution and deliver of this First Modification Agreement.



Peter Gataric, Individually

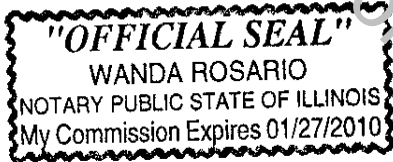
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 16th day of August, 2006, before me, a Notary Public of said State, duly commissioned and sworn, personally appeared PETER GATARIC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument as President of PMG ENTERPRISES OF CHICAGO INC., an Illinois corporation, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



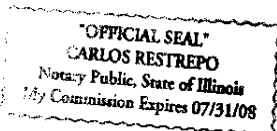
Wanda Rosario
Notary Public, State of IL
My Commission expires: 01/27/2010

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 9th day of October, 2006, before me, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Christine C. Young, personally known to me to be the ~~Trust Officer~~ of CHICAGO TITLE LAND TRUST COMPANY, and the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he or she signed and delivered said instrument for his or her own free and voluntary act and the free and voluntary act of the company for the uses and purposes set forth therein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
Notary Public, State of ILLINOIS
My Commission expires: _____

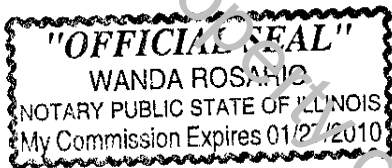


UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 14th day of August, 2006, before me, a Notary Public of said State, duly commissioned and sworn, personally appeared PETER GATARIC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Wanda Rosario
Notary Public, State of IL
My Commission Expires: 01/27/2010

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

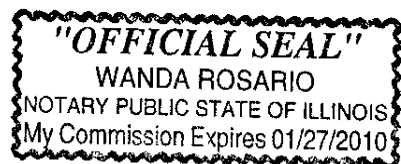
On this 25th day of August, 2006, before me, Notary Public in and for said County and State, appeared ERIC W. HUBBARD, to me known to be the person who subscribed the name of RAVENSWOOD BANK, formerly known as COMMUNITY BANK OF RAVENSWOOD, to the foregoing instrument as its President who, being by me duly sworn, did state that he is the President of said state banking association and that said instrument was signed and delivered by him on behalf of said state banking association by authority of its Board of Directors, and said President acknowledged to me that he executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as the free and voluntary act and deed of said state banking association.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Wanda Rosario
NOTARY PUBLIC

My commission expires:

01/27/2010



UNOFFICIAL COPY

EXHIBIT A

Legal Description:

LOTS 6, 7 AND 8 (EXCEPT THE EAST 10.00 FEET OF LOT 8 FOR WIDENING ASHLAND AVENUE) IN VAN HORN AND SINCLAIR'S RESUBDIVISION OF LOTS 10 TO 15 OF BLOCK 21 OF RAVENSWOOD IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4400-4412 North Ashland Avenue, Chicago, Illinois

PIN: 14-18-223-020

Property of Cook County Clerk's Office