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This document was prepared by,
and after recording, return to:

Polsinelli Shalton Flanigan Suelthaus
PC
180 North Stetson Avenue, Suite 4525
Chicago, Illinois 60601
Attention: Kimberly K. Enders, Esq.

Permanent Tax Index Number:

14-05-405-033-0000

Property Address:

5747 North Winthrop
Chicago, Illinois 60660



Doc#: 0717126105 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/20/2007 12:37 PM Pg: 1 of 14

This space reserved for Recorders use only.

MODIFICATION OF JUNIOR MORTGAGE, JUNIOR ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND UCC FIXTURE FILING

THIS MODIFICATION OF JUNIOR REAL ESTATE MORTGAGE, SECURITY AGREEMENT, JUNIOR ASSIGNMENT OF RENTS AND FIXTURE FILING (this "Agreement") is made as of the 13th day of June, 2007, by and between **BRIDGEVIEW BANK GROUP**, formerly known as Bridgeview Bank and Trust, as successor to Uptown National Bank, not individually (the "Borrower") under a Trust Agreement dated November 15, 1999 and known as Trust No. 99-130 (the "Trust Agreement"), **MICHAEL J. MCKIERNAN**, **PATRICIA M. MCKIERNAN** and **HOLLYWOOD BEACH LLC**, an Illinois limited liability company (collectively, the "Guarantors") and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns (the "Lender").

RECITALS:

A. Lender has heretofore made a loan ("Original Loan") to Borrower in the principal amount of One Hundred Ninety-Four Thousand Dollars (\$194,000.00) as evidenced by a Promissory Note dated February 15, 2006, in the principal amount of the Original Loan made payable by Borrower to the order of Lender ("Note").

B. The Note is secured by, among other things, (i) that certain Junior Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated February 15, 2006 from Borrower to Lender recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on February 21, 2006, as Document No. 0605202302 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on

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Exhibit A hereto ("Property"), (ii) that certain Junior Assignment of Rents and Leases dated February 15, 2006 from Borrower to Lender recorded in the Recorder's Office on February 21, 2006 as Document No. 0605202303 (the "Assignment of Leases"), (iii) that certain Environmental Indemnity Agreement dated February 15, 2006 from Borrower and its principals to Lender (the "Indemnity Agreement"), (iv) a Guaranty of Payment (the "Guaranty") executed by Guarantors, and (v) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty, 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. Borrower desires to amend the Loan Documents in order to obtain from Lender an additional loan facility in the amount of Five Hundred Six Thousand (\$506,000.00) Dollars.

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. **Additional Loan.** Lender hereby agrees to lend to Borrower and Borrower hereby agrees to borrow the additional amount of Five Hundred Six Thousand (\$506,000.00) Dollars to provide working capital ("Additional Loan"). The Additional Loan will be evidenced by a Revised Promissory Note in the amount of Seven Hundred Thousand (\$700,000.00) Dollars ("Revised Note"), which Borrower must execute and deliver to Lender concurrently herewith. A copy the Revised Note is attached hereto as Exhibit B.

2. **Restatement of the Note.** The Note is hereby modified, amended and restated in its entirety by the Revised Note in the amount of Seven Hundred Thousand (700,000.00) Dollars. The Loan Documents are hereby modified and amended to secure the Revised Note and all references to the Note in the Loan Documents are modified and amended to refer to the Revised Note in place of the Note.

3. **Restated Guaranties.** Guarantors must execute and deliver to Lender their restated Guaranty as a condition precedent to this Modification. The amount of Original Loan and additional Loan guaranteed jointly and severally by Guarantors is increasing from \$194,000.00 to \$700,000.00.

4. **Representations and Warranties of Borrower and Guarantors.** Borrower and Guarantors hereby represent, covenant and warrant to Lender as follows:

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(a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Revised Note, 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 Note, the Revised Note, 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, Guarantors 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 and/or Guarantors have 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.

5. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company (the "**Title Insurer**") to issue an endorsement to Lender's title insurance policy No. 1401-008331335 (the "**Title Policy**"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the priority of the lien of the Mortgage, 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.

6. **Other Conditions Precedent.** This Agreement shall be effective upon Lender's receipt of the following documents and items:

(a) the Revised Note in the amount of \$700,000.00 executed by Borrower;

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- (b) an Amendment to Collateral Assignment of Beneficial Interest in Land Trust executed by Hollywood Beach LLC, the Trustee and Lender;
- (c) a Certification of No Management Agreement or an Assignment and Subordination of Management Agreement and Consent executed by property manager;
- (d) a Revised Guaranty of Payment executed by Guarantors;
- (e) a Certificate of Representations and Warranties;
- (f) an endorsement to Lender's loan title insurance policy that increases the amount of coverage to \$700,000.00;
- (g) updated certificates of insurance;
- (h) a Property Evaluation;
- (i) a Loan Disbursement Statement;
- (j) a certified copy of the Trust Agreement;
- (k) a certified copy of the Letter of Direction to Trustee;
- (l) organizational documents of Hollywood Beach LLC;
- (m) post-closing UCC searches;
- (n) Escrow Trust Instructions; and
- (o) Title Insurer's Receipts and Disbursement Statement.

7. **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.

8. **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 Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantors and

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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 and Guarantors nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantors and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement and the documents executed pursuant to this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantors 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 "Note", the "Mortgage", "Guaranty", or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note as revised by the Revised Note, 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.

9. **Customer Identification - USA PATRIOT Act Notice.** Lender hereby notifies Borrower and Guarantors that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and

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practices, the Lender is required to obtain, verify and record certain information and documentation that identifies the Borrower, which information includes the name and address of the Borrower and such other information that will allow Lender to identify the Borrower in accordance with the Act.

10. **Trustee Exculpation**. This Agreement is executed by Bridgeview Bank Group, formerly known as Bridgeview Bank and Trust, as successor to Uptown National Bank, not individually but as Trustee under a Trust Agreement dated November 15, 1999 and known as Trust No. 99-130 (the "Trustee"), not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested 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 all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Property and has no agents, employees or control over the management of the Property and no knowledge or of other factual matters except as represented to the Trustee by Hollywood Beach LLC. 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 Agreement, all such liability being expressly waived by the Lender and by every person now or hereafter claiming any right or security hereunder; and the owner of any of the Indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate or the Property conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Revised Note provided or by action to enforce the personal liability of any guarantor.

Signature page follows

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

LENDER:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: Michael McGovern
Name: Michael McGovern
Title: Vice President

BORROWER:

BRIDGEVIEW BANK GROUP, formerly known as Bridgeview Bank and Trust, as successor to Uptown National Bank, not individually but as Trustee under a Trust Agreement dated November 15, 1999 and known as Trust No. 99-130

By: _____
Name: _____
Title: _____

GUARANTORS:

HOLLYWOOD BEACH LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

Michael J. McKiernan

Patricia M. McKiernan

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

LENDER:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Title: _____

BORROWER:

BRIDGEVIEW BANK GROUP, formerly known as Bridgeview Bank and Trust, as successor to Uptown National Bank, not individually but as Trustee under a Trust Agreement dated November 15, 1999 and known as Trust No. 99-130

By: John C. Livensparger
Name: John C. Livensparger
Title: Vice President

GUARANTORS:

HOLLYWOOD BEACH LLC, an Illinois limited liability company

By: Patricia M. McKiernan, Trustee
Name: PATRICIA M. MCKIERMAN
Title: MEMBER

Michael J. McKiernan
Michael J. McKiernan

Patricia M. McKiernan
Patricia M. McKiernan

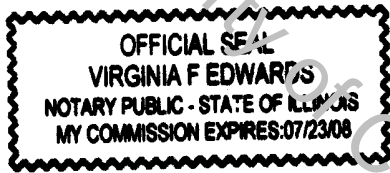
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STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

I Virginia F. Edwards, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael McGovern, Vice President of LaSalle Bank National Association, a national banking association, is 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 he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of June, 2007.



Virginia F. Edwards
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____, of BRIDGEVIEW BANK GROUP, an Illinois banking corporation, as trustee as aforesaid, who is 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 as such _____, 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 banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2007.

Notary Public

My Commission Expires: _____

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STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of LaSalle Bank National Association, a national banking association, is 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 he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2007.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

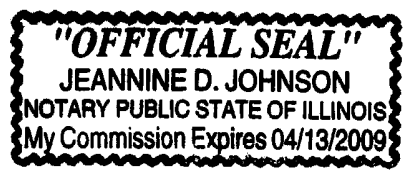
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that John C. Livensperger, the Vice President of BRIDGEVIEW BANK GROUP, an Illinois banking corporation, as trustee as aforesaid, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, 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 banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of June, 2007.

Jeannine D. Johnson

Notary Public

My Commission Expires: 4/13/09



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STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

I IRENE S. BREWICK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PATRICIA M. MCKIERNAN, TRUSTEE, MEMBER of Hollywood Beach LLC, an Illinois limited liability company, is 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 he signed and delivered said instrument as his own 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 14th day of June, 2007.



Irene S. Brewick
Notary Public

My Commission Expires: 4-2-09

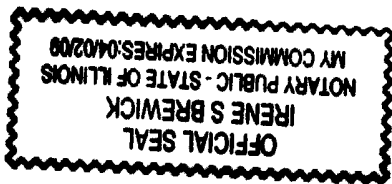
STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

I IRENE S. BREWICK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael J. McKiernan is 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of June, 2007.

Irene S. Brewick
Notary Public

My Commission Expires: 4-2-09



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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I, IRENE S BREWICK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of 648 Patricia M. McKiernan is 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 and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of June, 2007.

Irene S. Brewick
Notary Public

My Commission Expires: 4-2-09



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"EXHIBIT A"

THE PROPERTY

LEGAL DESCRIPTION:

LOTS 21 AND 22 IN BLOCK 5 IN COCHRAN'S ADDITION TO EDGEWATER, A SUBDIVISION OF THE SOUTH 1,946 FEET OF THE WEST 1,320 FEET OF THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS OF REAL ESTATE:

5747 North Winthrop

Chicago, Illinois 60660

PERMANENT TAX IDENTIFICATION NUMBER:

14-05-405-033-0000

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"EXHIBIT B"

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A large, stylized handwritten signature in black ink is written across the center of the page, overlapping the diagonal watermark text.