

# UNOFFICIAL COPY



Doc#: 0720460073 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/23/2007 03:34 PM Pg: 1 of 11

**THIS DOCUMENT WAS PREPARED  
BY AND AFTER RECORDING  
SHOULD BE RETURNED TO:**

Jay R. Goldberg  
Field and Goldberg, LLC  
10 South LaSalle Street  
Suite 2910  
Chicago, IL 60603

## THIRD LOAN MODIFICATION AGREEMENT

THIS THIRD LOAN MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of the 1<sup>st</sup> day of September, 2006 by and among **MB FINANCIAL BANK, N.A.** ("Lender"), and **630 WASHINGTON CORPORATION**, an Illinois corporation, **MONROE-JEFFERSON INVESTORS L.L.C.**, an Illinois limited liability company, and **640 WEST WASHINGTON LLC**, an Illinois limited liability company (herein individually and collectively called "Borrower"), and **ANDRIYOUS YOUKHANA, LAYLA YOUKHANA and PARK ONE, INC.**, an Illinois corporation (herein individually and collectively called "Guarantor").

### WITNESSETH:

WHEREAS, Borrower is the owner of certain real estate commonly known as 603 West Monroe Street, 630 West Washington Boulevard and 640 West Washington Boulevard, which are located in the City of Chicago, County of Cook, State of Illinois and more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Lender has heretofore made a revolving line of credit mortgage loan (the "Loan") to Borrower in the stated principal sum of Ten Million Eight Hundred Eighty-Nine Thousand Dollars (\$10,889,000.00); and

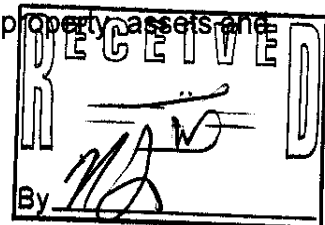
WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter defined and, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "Loan Documents") each of which is dated as of August 1, 2004 unless otherwise stated:

(a) Revolving Line of Credit Note (the "Note") made by Borrower in the stated principal sum of Ten Million Eight Hundred Eighty-Nine Thousand Dollars (\$10,889,000.00);

(b) Guaranty (the "Guaranty") made by Guarantor to Lender;

(c) Mortgage (herein called the "Mortgage") made by Borrower encumbering the Premises and the improvements thereon and all other property, assets and

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collateral therein described, which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") as Document No. 0422542314;

(d) Assignment of Rents and Leases made by Borrower, recorded in the Recorder's Office as Document No. 0422542315;

(e) Revolving Line of Credit Agreement made by Borrower to Lender;

(f) Undated Uniform Commercial Code Financing Statements made by Borrower, as debtor, to Lender, as secured party, recorded in the Recorder's Office as Document No. 0422542316 and filed with the Illinois Secretary of State;

(g) Security Agreement made by Borrower, as debtor, to Lender, as secured party;

(h) Loan Modification Agreement made by Lender, Borrower and Guarantor dated December 8, 2005 and recorded in the Recorder's Office as Document No. 05357390.0; and

(i) Second Loan Modification Agreement made by Lender, Borrower and Guarantor dated August 1, 2006 and recorded in the Recorder's Office; and

WHEREAS, Lender and Borrower have agreed to certain modifications to the Loan Documents; and

WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

## AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Preambles.** The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.

2. **Definitions.** All terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.

3. **Amendment to Note.** In addition to any other modifications contained in this Agreement, the terms of the Note are amended as follows:

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a. Section 2.E is deleted in its entirety and is hereby replaced with the following:

“Regular Rate” shall mean interest payable at the rate equal to Seven and One-Quarter Percent (7.25%) per annum.

b. The Maturity Date of the Note shall be September 3, 2007.

c. Borrower's first payment under the Note, as amended hereby, shall be due on October 6, 2006.

4. **Amendment to Mortgage.** The Mortgage is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

5. **Continued Priority.** In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

6. **Title Insurance.** Concurrent with the execution and delivery hereof by Borrower, Borrower agrees to provide Lender with an endorsement to its mortgagee's policy of title insurance ("Title Policy"), which endorsement shall be acceptable to Lender and shall guarantee as of the date hereof that:

a. there are no objections to title except (a) the objections to title other than real estate taxes reflected on the Title Policy, and (b) general real estate taxes for the year 2006 and subsequent years;

b. reflects the recording of this Agreement;

c. re-dates the effective date of the Title Policy to the date of recording of this Agreement;

d. together with other endorsements required by Lender.

7. **Lender Expenses.** Borrower agrees to pay all costs, fees and expenses (including but not limited to legal fees) incurred by Lender in connection with the preparation of this Agreement. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery.

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All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.

8. **Non-Waiver.** In the event Lender shall at any time or from time to time disburse portions of the Loan without Borrower first satisfying all conditions precedent set forth herein or in the Loan Documents, Lender shall not thereby be deemed to have waived its right to require such satisfaction of the same or other condition as a condition precedent to its obligations to make further disbursement of the Loan.

9. **Ratification.** The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.


10. **Joinder of Guarantor.** Notwithstanding anything to the contrary contained herein Guarantor has entered into this Agreement for the limited purpose of ratifying and confirming Guarantor's obligations under the Guaranty, as amended hereby, and to acknowledge that the Guaranty and the other Loan Documents, as amended hereby, remain in full force and effect.

(Signature Page Follows)

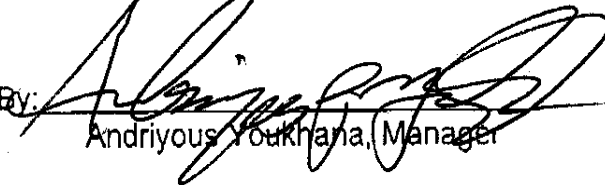
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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.

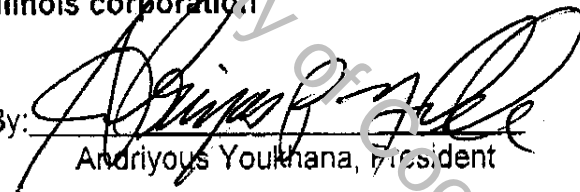
**MB FINANCIAL BANK, N.A.**

By:   
Name: CHAD BRANDON  
Title: VP

**640 WEST WASHINGTON LLC, an Illinois limited liability company**

By:   
Andriyous Youkhana, Manager

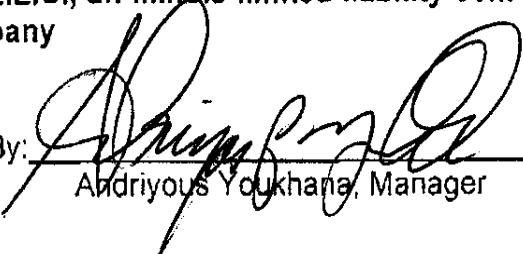
**630 WASHINGTON CORPORATION, an Illinois corporation**

By:   
Andriyous Youkhana, President

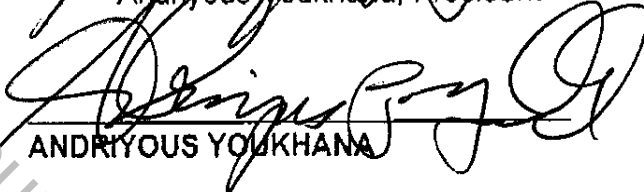
**PARK ONE, INC., an Illinois corporation**

By:   
Andriyous Youkhana, President

**MONROE-JEFFERSON INVESTORS L.L.C., an Illinois limited liability company**

By:   
Andriyous Youkhana, Manager

**ANDRIYOUS YOKHANA**

  
LAYLA YOKHANA

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF             )

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that CHAD BRANDON, the AVP of **MB Financial Bank, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AVP, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of **MB Financial Bank, N.A.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of Oct., 2006.



Cheryl Fischer  
Notary Public

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF             )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Andriyous Youkhana**, the President of **630 Washington Corporation**, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said **630 Washington Corporation**, for the uses and purposes therein set forth.

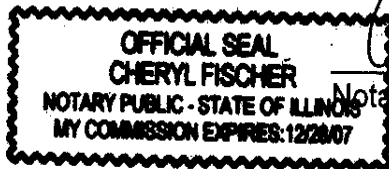
Given under my hand and notarial seal this 29<sup>th</sup> day of Oct., 2006.



STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF             )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Andriyous Youkhana**, the Manager of **Monroe-Jefferson Investors L.L.C.**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said **Monroe-Jefferson Investors L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of Oct., 2006.



# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF             )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Andriyous Youkhana**, the Manager of **640 West Washington LLC**, an **Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said **640 West Washington LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of Oct., 2006.



*Cheryl Fischer*  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF             )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Andriyous Youkhana**, the President of **Park One, Inc.**, an **Illinois corporation**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of **Park One, Inc.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of Oct., 2006.



*Cheryl Fischer*  
\_\_\_\_\_  
Notary Public

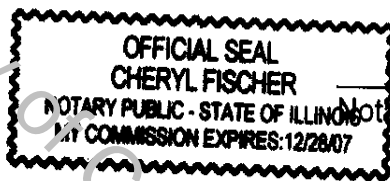


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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF                    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Andriyous Youkhana**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of Oct., 2006.



*Cheryl Fischer*  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF                    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Layla Youkhana**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of Oct., 2006.



*Cheryl Fischer*  
\_\_\_\_\_  
Notary Public

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## EXHIBIT A

### Legal Description

#### **603 West Monroe Street:**

The East 100.00 feet of Lot 1 and all of Lots 2 to 8, inclusive in Collins' Subdivision of Lots 3 and 4 in Block 26 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Address of Property:** 603 West Monroe Street  
Chicago, IL 60661

**Permanent Index Nos.:** 17-16-106-008-0000  
17-16-106-030-0000

#### **630 West Washington Boulevard:**

##### **Parcel 1:**

The South 25 feet 8-1/2 inches of Lot 7 in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

##### **Parcel 2:**

Lot 7 (except the South 25 feet 8-1/2 inches) in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

##### **Parcel 3:**

Lot 6 (except the North 37 feet thereof) in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

##### **Parcel 4:**

That part of Lot 10 in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, lying West of the East 75.00 feet of said Lot 10, in Cook County, Illinois.

**Address of Property:** 630 West Washington Boulevard  
Chicago, IL 60661

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**Permanent Index Nos.:** 17-09-331-009-0000  
17-09-331-010-0000  
17-09-331-011-0000  
17-09-331-012-0000

**640 West Washington Boulevard:**

Lot 20 (except the West 4.50 feet thereof) and all of Lots 21 to 27, all inclusive, in Block 67 in Canal Trustees Subdivision of the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Address of Property:** 640 West Washington Boulevard  
Chicago, IL 60661

**Permanent Index Nos.:** 17-09-330-002-0000  
17-09-330-003-0000  
17-09-330-004-0000  
17-09-330-007-0000

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