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THIS INSTRUMENT PREPARED BY:
Bruce A. Salk
Cohen, Salk & Huvad, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062



Doc#: 0735455010 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/20/2007 10:15 AM Pg: 1 of 12

AND AFTER RECORDING MAIL TO:
Ravenswood Bank
2300 West Lawrence Avenue
Chicago, Illinois 60625
Attn: Ronald H. Friedman

7002636
COOK

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (hereinafter referred to as this "Modification Agreement") made as of this 5th day of August, 2007, by and among CHICAGOVIEW II, L.L.C., an Illinois limited liability company ("Borrower") and IGOR KRIVORUCHKO (the "Guarantor") (Borrower and Guarantor are hereinafter collectively referred to as the "Obligors") and Ravenswood Bank ("Lender").

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender those certain four mortgage notes dated as of June 14, 2007 in the original principal sums of One Million One Hundred Sixteen Thousand Five Hundred and 00/100 Dollars (\$1,116,500.00) (the "First Note"), of One Million One Hundred Eighteen Thousand Two Hundred Fifty and 00/100 Dollars (\$1,118,250.00) (the "Second Note"), of One Million One Hundred Twenty-Seven Thousand and 00/100 Dollars (\$1,127,000.00) (the "Third Note"), and of Three Million Four Hundred Seventy Five Thousand Five Hundred and 00/100 Dollars (\$3,475,500.00) (the "Fourth Note") (the First Note, Second Note, Third Note and Fourth Note are hereinafter collectively referred to as the "Original Notes"), which Original Notes are secured by the following documents (the following documents and any and all other instruments executed by any Obligor, as modified from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage and security agreement of even date therewith, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. _____ (the "Mortgage") on property commonly known as 1400-1416 N. Chicago Avenue, Chicago, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");
- (ii) assignment of rents and of lessor's interest in leases dated of even date with the Original Notes made by Borrower in favor of Lender, recorded in the Recorder's Office, as Document No. _____ (the "Assignment of Rents");
- (iii) guaranty of the First Note dated of even date with First Note made by Guarantor in favor of Lender (the "First Guaranty");

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- (iv) guaranty of the Second Note dated of even date with Second Note made by Guarantor in favor of Lender (the "Second Guaranty");
- (iv) guaranty of the Third Note dated of even date with Third Note made by Guarantor in favor of Lender (the "Third Guaranty")
- (v) guaranty of the Fourth Note dated of even date with Fourth Note made by Guarantor in favor of Lender (the "Fourth Guaranty")
- (vi) environmental indemnity agreement dated of even date with the Original Notes made by Obligors in favor of Lender;
- (vi) construction loan agreement dated of even date with First Note between Borrower and Lender (the "First Loan Agreement");
- (vii) construction loan agreement dated of even date with Second Note between Borrower and Lender (the "Second Loan Agreement");
- (vii) construction loan agreement dated of even date with Third Note between Borrower and Lender (the "Third Loan Agreement");
- (viii) construction loan agreement dated of even date with Fourth Note between Borrower and Lender (the "Fourth Loan Agreement");
- (ix) assignment of sales contracts and security agreement dated of even date with the Original Notes made by Borrower in favor of Lender; and
- (x) UCC-1 Financing Statement made by Borrower in favor of Lender filed as of July 11, 2007 as Document No. 12289723.

WHEREAS, Obligors are desirous of (i) consolidating the principal sums of the Second Note and Third Note into a single mortgage note of \$2,245,250.00 and (ii) making certain other changes thereto, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

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, 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.

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2. Concurrent with the execution of this Modification Agreement, the Borrower shall execute and deliver to Lender the following documents: (1) an amended, restated and combined mortgage note of even date herewith in the principal amount of Two Million Two Hundred Forty-Five Thousand Two Hundred Fifty and 00/100 Dollars (\$2,245,250.00), payable to the order of Lender (the "Amended 2-3 Note"); (2) an amended, restated and combined guaranty made by Guarantor in favor of Lender and dated as the date hereof (the "Amended 2-3 Guaranty"); and (3) an amended, restated and combined construction loan agreement of even date herewith (the "Amended 2-3 Loan Agreement"). Each reference in the Loan Documents to the term "Notes" shall hereafter be deemed to be a reference to the First Note, the Amended 2-3 Note, and the Fourth Note, collectively. Each reference in the Loan Documents to the term "Loans" shall hereafter mean those certain \$1,116,500.00, \$2,245,250.00, and \$3,475,500.00 construction loans made by Lender to Borrower and evidenced by the First Note, Amended 2-3 Note, and Fourth Note, collectively.

3. The Mortgage is hereby modified by the following:

A. The first "Whereas" paragraph on page 1 is hereby amended and restated in its entirety to read as follows:

"**WHEREAS**, the Mortgagor has executed and delivered to the Mortgagee, the following mortgage notes (each individually referred to as a "Note" and collectively referred to as the "Notes"): (i) mortgage note dated as of June 14, 2007 in the principal amount of One Million One Hundred Sixteen Thousand Five Hundred and 00/100 Dollars (\$1,116,500.00) bearing interest at the variable rate specified therein (the "First Note"), due in the manner as provided therein and in any event on July 1, 2008, payable to the order of the Mortgagee, the terms and provisions of which First Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; (ii) amended, restated and combined mortgage note dated as of August __, 2007 in the principal amount of Two Million Two Hundred Forty-Five Thousand Two Hundred Fifty and 00/100 Dollars (\$2,245,250.00) bearing interest at the variable rate specified therein (the "Amended 2-3 Note") due in the manner as provided therein and in any event on October 1, 2008, payable to the order of the Mortgagee, the terms and provisions of which Amended 2-3 Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and (iii) mortgage note dated as of June 14, 2007 in the principal amount of Three Million Four Hundred Seventy Five Thousand Five Hundred and 00/100 Dollars (\$3,475,500.00) bearing interest at the variable rate specified therein (the "Fourth Note") due in the manner as provided therein and in any event on January 1, 2009, payable to the order of the Mortgagee, the terms and provisions of which Fourth Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length."

B. Paragraph 43(C) of the Mortgage is hereby amended and restated in its entirety to read as follows: "in any event, said construction shall be completed not later than March 15, 2008 as to the First Note, September 15, 2008 as to the Amended 2-3 Note, and December 15, 2008 as to the Fourth Note;".

4. The Assignment is hereby modified by amending and restating in its entirety the first "Whereas" paragraph on page 1 to read as follows:

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“WHEREAS, Assignor has executed three mortgage notes (hereinafter individually referred to as a “Note” and collectively referred to as the “Notes”) payable to the order of RAVENSWOOD BANK (hereinafter referred to as “Assignee”) as follows:

A. Mortgage Note dated as of June 14, 2007 in the principal amount of One Million One Hundred Sixteen Thousand Five Hundred and 00/100 Dollars (\$1,116,500.00);

B. Amended, Restated and Combined Mortgage Note dated as of August __, 2007 in the principal amount of Two Million Two Hundred Forty-Five Thousand Two Hundred Fifty and 00/100 Dollars (\$2,245,250.00); and

C. Mortgage Note dated as of June 14, 2007 in the principal amount of Three Million Four Hundred Seventy Five Thousand Five Hundred and 00/100 Dollars (\$3,475,500.00).

5. The Second Guaranty and the Third Guaranty are hereby amended, restated, combined and replaced in their entirety with the Amended 2-3 Guaranty. Each reference in the Loan Documents to the term “Guaranties” collectively shall hereafter be deemed to be a reference to, First Guaranty, Amended 2-3 Guaranty, and Fourth Guaranty.

6. The First, Second, Third and Fourth Loan Agreements are modified as follows:

A. The Second Loan Agreement and Third Loan Agreement are hereby amended, restated, combined and replaced in their entirety with the Amended 2-3 Loan Agreement.

B. Paragraph 2.3 of the First Loan Agreement is hereby amended and restated in its entirety as follows:

“Borrower intends to improve the Land with three buildings running from west to east along the Land, with the western most building being hereinafter referred to as Building A, the building to be constructed immediately east of Building A being hereinafter referred to as Building BC, and the building to be constructed immediately east of Building BC being hereinafter referred to as Building D. Building A will contain four (4) units, with three (3) being residential and one (1) being a retail unit, Building BC will contain eight (8) units, with six (6) being residential units and two (2) retail units, and Building D will contain eleven (11) units, with eight (8) residential units and three (3) retail units. Buildings A, BC and D are sometimes collectively referred to as the “Development”. The Loan evidenced by the First Note is for Building A (the “Building”) consisting of one (1) commercial unit (the “Commercial Unit”) and three (3) residential units (each a “Residential Unit” and collectively the “Residential Units”). (The Commercial Unit and the Residential Units are sometimes each referred to as a “Unit” and collectively referred to as the “Units”). The Building,

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Land and Units are herein collectively referred to as the "Project". All work to be performed and materials to be supplied in connection with the Project and the construction of the Building (collectively, the "Work") shall be in accordance with this Agreement. Any reference to the "Project" shall mean and include all improvements related thereto, including any landscaping, fixtures, mechanical systems, equipment, fittings, appliances, apparatus, machinery, furnishings and other personal property and any replacements thereof or substitutions therefore necessary to be located on and used in any way in connection with the full use, occupation and operation of the Project or for the purposes contemplated herein."

C. Paragraph 2.3 of the Fourth Loan Agreement is hereby amended and restated in its entirety as follows:

"Borrower intends to improve the Land with three buildings running from west to east along the Land, with the western most building being hereinafter referred to as Building A, the building to be constructed immediately east of Building A being hereinafter referred to as Building BC, and the building to be constructed immediately east of Building BC being hereinafter referred to as Building D. Building A will contain four (4) units, with three (3) being residential and one (1) being a retail unit, Building BC will contain eight (8) units, with six (6) being residential units and two (2) retail units, and Building D will contain eleven (11) units, with eight (8) residential units and three (3) retail units. Buildings A, BC and D are sometimes collectively referred to as the "Development". The Loan evidenced by the Fourth Note is for Building D (the "Building") consisting of three (3) commercial units (each a "Commercial Unit" and collectively the "Commercial Units") and eight (8) residential units (each a "Residential Unit" and collectively the "Residential Units"). (The Commercial Units and the Residential Units are sometimes each referred to as a "Unit" and collectively referred to as the "Units"). The Building, Land and Units are herein collectively referred to as the "Project". All work to be performed and materials to be supplied in connection with the Project and the construction of the Building (collectively, the "Work") shall be in accordance with this Agreement. Any reference to the "Project" shall mean and include all improvements related thereto, including any landscaping, fixtures, mechanical systems, equipment, fittings, appliances, apparatus, machinery, furnishings and other personal property and any replacements thereof or substitutions therefore necessary to be located on and used in any way in connection with the full use, occupation and operation of the Project or for the purposes contemplated herein."

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

8. Except for the modifications stated herein, the Notes and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Notes and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the

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benefit of Lender in connection with the loans evidenced by the Notes shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Notes and other Loan Documents, to forgive or waive any violation, default or breach under the Notes or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.

9. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender 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 Default Rate (as defined in the Notes).

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 Notes, the Mortgage and/or the Assignment of Rents, 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. This Modification Agreement shall extend to and be binding upon each of the Obligors and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

12. Each Obligor hereby ratifies and confirms his or its respective obligations and liabilities under the Notes, the Guaranties and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that he or it have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Notes, the Guaranties and other Loan Documents, as so amended.

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

14. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid 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.

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16. 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 August 20, 2007 (the "Modification Termination Date"):

- (a) An endorsement to Fidelity National Title Insurance Company Loan Policy No. (Commitment No. RTC62787) (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, and (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;
- (b) 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.

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

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

CHICAGOVIEW II, L.L.C., an Illinois limited liability company

By: Igor Krivoruchko
Igor Krivoruchko, sole member

Igor Krivoruchko
IGOR KRIVORUCHKO, individually

RAVENSWOOD BANK

By: [Signature]
Its: E.V.P.

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STATE OF ~~ILLINOIS~~ ^{Florida})
 COUNTY OF ~~COOK~~ ^{Broward}) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that IGOR KRIVORUCHKO personally known to me as sole member of CHICAGOVIEV II, L.L.C., 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 he signed, sealed and delivered the said instrument as such sole member of said limited liability company, pursuant to authority, given by the members of said limited liability company, as his 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 5 day of August, 2007.

Miryam Tomassini

 Notary Public

My Commission Expires: 6-20-2008



STATE OF ~~ILLINOIS~~ ^{Florida})
 COUNTY OF ~~COOK~~ ^{Broward}) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that IGOR KRIVORUCHKO, 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 his own free will, subscribed his name to the foregoing instrument for the uses and purposes herein contained.

Given under my hand and notarial seal this 5 day of August, 2007.

Miryam Tomassini

 Notary Public

My Commission Expires: 6-20-2008



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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

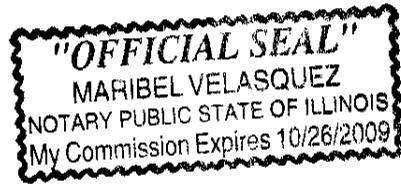
I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Ronald H. Friedman of RAVENSWOOD BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Vice President, appeared before me this 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 bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5 day of August, 2007.

Maribel Velasquez

 Notary Public

My Commission Expires: 10-26-2009



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EXHIBIT "A"

PIN: 17-05-324-048; 17-05-324-049; 17-05-324-052; 17-05-324-052

ADDRESS: 1400-1416 N. Chicago Avenue, Chicago, Illinois 60622

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 EXCEPT THAT PART THEREOF TAKEN OR USED FOR STREET IN O.J. ROSE'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 28 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.