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THIS INSTRUMENT PREPARED BY:
Christyl Marsh
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

Doc#: 0823150054 Fee: \$54.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/18/2008 03:51 PM Pg: 1 of 9

AND AFTER RECORDING MAIL TO:
MB Financial Bank, N.A.
800 West Madison Street, Third Floor
Chicago, Illinois 60607
Attn: Teresa Blancarte

FOURTH MODIFICATION AGREEMENT

THIS FOURTH MODIFICATION AGREEMENT (hereinafter referred to as this "Modification Agreement") made as of this 4th day of July, 2008, by and among ZMA OAK LAWN, LLC, an Illinois limited liability company ("Borrower"), DAVID BOSSY, MICHAEL FIRSEL (David Bossy and Michael Firsel are each a "Guarantor", and are collectively, the "Guarantors") (Borrower and Guarantors are hereinafter collectively referred to as the "Obligors") and MB FINANCIAL BANK, N.A., a national banking association, successor in interest to Oak Brook Bank ("Lender").

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender that certain amended and restated mortgage note dated as of December 5, 2007 in the original principal sum of Seven Million Six Hundred Eighteen Thousand One Hundred Forty-Four and 00/100 Dollars (\$7,618,144.00) (as modified, restated or replaced from time to time, the "Note"), which Note is secured by the following documents (the following documents and any and all other instruments executed by any Obligor, as modified by that certain modification agreement dated as of March 31, 2006 by and among Borrower, Guarantors and Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") as Document No. 0610004013, as modified by that certain second modification agreement dated as of December 5, 2007 by and among Borrower, Guarantors and Lender, recorded in the Recorder's Office as Document No. 0801733005, as modified by that certain third modification agreement dated as of May 5, 2008 by and among Borrower, Guarantors and Lender, recorded in the Recorder's Office as Document No. 0814905202, and as modified, restated or replaced from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage and security agreement dated as of June 20, 2005, recorded in the Recorder's Office as Document No. 0518103030 (the "Mortgage") on property commonly known as 96th and Cicero, Oak Lawn, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");
- (ii) assignment of rents and leases dated as of June 20, 2005 made by Borrower in favor of Lender, recorded in the Recorder's Office as Document No. 0518103031 (the "Assignment of Rents");

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- (iii) guaranty dated as of June 20, 2005 made by Guarantors in favor of Lender (the "Guaranty");
- (iv) environmental indemnity agreement dated as of June 20, 2005 made by Obligors in favor of Lender;
- (v) construction loan agreement dated as of June 20, 2005 between Borrower and Lender (the "Loan Agreement");
- (vii) security agreement and assignment of contractual agreements affecting real estate dated as of June 20, 2005 made by Borrower in favor of Lender;
- (viii) assignment of sales contracts and security agreement dated as of June 20, 2005 made by Borrower in favor of Lender; and
- (ix) UCC-1 financing statement authorized by Borrower, as debtor, in favor of Lender, as secured party

WHEREAS, Obligors are desirous of extending the maturity date of the Note from July 4, 2008 to October 5, 2008, and 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.
2. The Maturity Date (as defined in the Note) of the Note is hereby extended to October 5, 2008. Any reference in the Note, the Mortgage, the Loan Agreement or any other Loan Document to the Maturity Date shall hereafter mean October 5, 2008.
3. The first "Whereas" paragraph of the Mortgage is hereby modified by deleting the date "July 4, 2008" as it appears therein and replacing it with the date "October 5, 2008".
4. The Loan Agreement is hereby modified by amending the definition of "Maturity Date" as it appears on page 3 to mean "October 5, 2008".
5. Except for the modifications stated herein, the Note and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Note and other Loan Documents and each other instrument or agreement delivered by Borrower to or for the benefit of Lender in connection with the loan evidenced by the Note shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification

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Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Note and other Loan Documents, to forgive or waive any violation, default or breach under the Note 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.

6. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby amended.

7. Except for the modifications stated herein, the Note and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Note and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the loan evidenced by the Note 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 Note and other Loan Documents, to forgive or waive any violation, default or breach under the Note 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.

8. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender a loan modification fee in the amount of \$9,523.00, plus 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 Note).

9. 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 who soever may now or hereafter be liable under or on account of the Note, 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.

10. This Modification Agreement shall extend to and be binding upon each of the Obligors and their respective 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 Note, the Guaranty 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 Note, the Guaranty and other Loan Documents, as so amended.

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Without limiting the generality of the foregoing paragraph, each Guarantor hereby further represents and warrants to the Lender with the intent that the Lender rely thereon, as follows with regard to the Guaranty, as hereby modified: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably consents and agrees to the Borrower's execution and delivery of this Modification Agreement; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's execution, delivery or performance of this Modification Agreement; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.

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.

16. 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

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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.

ZMA OAK LAWN, LLC, an Illinois limited liability company

By: Michael D. Firsel
Michael D. Firsel, a manager

DAVID BOSSY, individually

Michael D. Firsel
MICHAEL FIRSEL, individually

MB FINANCIAL BANK, N.A., a national banking association

By: [Signature]

Its Name: FIRST VICE PRESIDENT

Name: Christina Frank

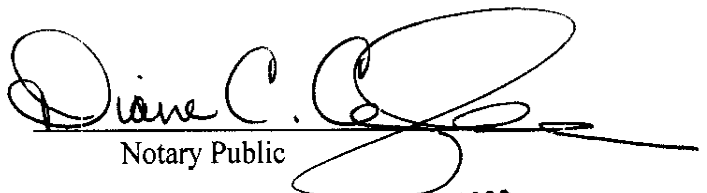
Property of COOK COUNTY Clerk's Office

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STATE OF ILLINOIS)
)
) SS
COUNTY OF DUPAGE)

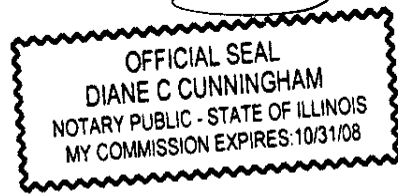
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael D. Firsel personally known to me as a manager of ZMA OAK LAWN, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such manager 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 22nd day of July, 2008.



Notary Public

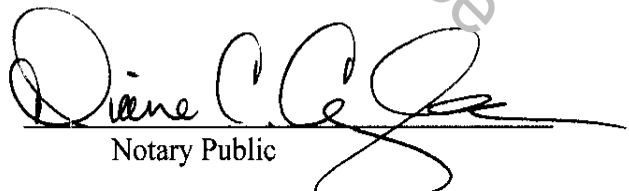
My Commission Expires: 10/31/08



STATE OF ILLINOIS)
)
) SS
COUNTY OF DUPAGE)

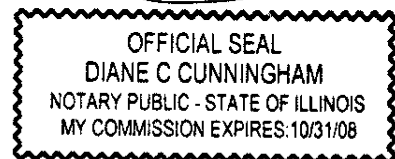
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID BOSSY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the 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 22nd day of July, 2008.



Notary Public

My Commission Expires: 10/31/08

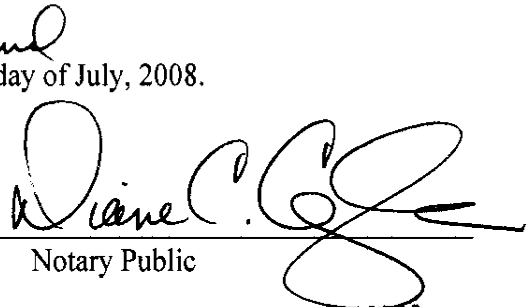


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STATE OF ILLINOIS)
)
) SS
COUNTY OF DUPAGE)

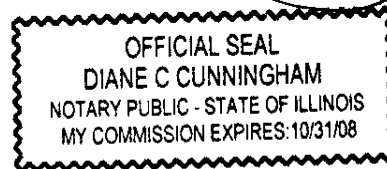
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL FIRSEL, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the 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 22nd day of July, 2008.



Notary Public

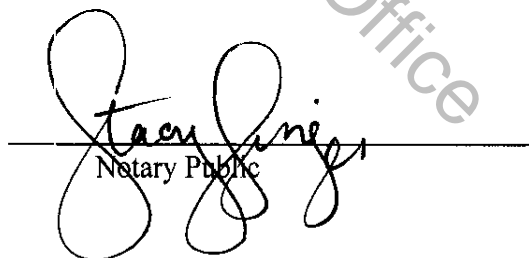
My Commission Expires: 10/31/08



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 Christina Frank, 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 Christina Frank, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/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 31st day of July, 2008.



Notary Public

My Commission Expires: 3.13.11



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EXHIBIT "A"

LEGAL DESCRIPTION

ADDRESS: 96th and Cicero, Oak Lawn, Illinois

ORIGINAL PINS: 24-10-100-017-0000; 24-10-100-019-0000 and 24-10-100-021-0000

CURRENT PINS: 24-10-100-039-0000; 24-10-100-040-0000 and 24-10-100-041-0000

PARCEL 1:

LOTS 2, 3 AND 4 IN MID-AMERICA 96TH STREET SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT DATED MAY 23, 1961 AND RECORDED SEPTEMBER 15, 1961 AS DOCUMENT 18276648 FROM URBANO VALLERA AND CLARICE VALLERA, HIS WIFE TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 17, 1959 AND KNOWN AS TRUST NUMBER 22793 FOR THE PURPOSE OF PARKING OVER THE FOLLOWING DESCRIBED LAND:

THE EAST 53 FEET AND THE NORTH 48.75 FEET LYING WEST OF THE SAID EAST 53 FEET OF THE EAST 125 FEET OF THE WEST 175 FEET OF THE SOUTH 178.33 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (IT BEING THE INTENTION TO INCLUDE ONLY SO MUCH IN SAID EASEMENT AS SHALL BE VACANT AND UNIMPROVED, AND NOT TO INCLUDE ANY PORTION OF THE PROPERTY THAT IS PRESENTLY IMPROVED).