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



Doc#: 0826603039 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/22/2008 10:24 AM Pg: 1 of 4

AND AFTER RECORDING MAIL TO:
MB Financial Bank, N.A.
6401 N. Lincoln Avenue
Lincolnwood, Illinois 60712
Attn: James Mann, Sr. Vice President

11/4/2008

FIRST MODIFICATION AGREEMENT

THIS FIRST MODIFICATION AGREEMENT (hereinafter referred to as the "Modification Agreement") made as of August 3, 2008, by and among 7100 N. RIDGEWAY, LLC, an Illinois limited liability company ("Obligor") and MB FINANCIAL BANK, N.A. ("Lender").

WITNESSETH:

WHEREAS, Obligor has executed and delivered to Lender that certain mortgage note dated September 17, 2003 in the original principal sum of Eight Hundred Thousand and 00/100 (\$800,000.00) Dollars (the "Note"), which Note is secured by the following documents (the following documents and any and all other instruments executed by Obligor or any other obligor are hereinafter collectively referred to as the "Loan Documents"):

- (i) a mortgage, security agreement and UCC fixture filing of even date with the Note, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0330833298 (the "Mortgage") on property commonly known as 7100 N. Ridgeway Avenue, Lincolnwood, Illinois 60712 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 Note made by Obligor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0330833298;
- (iii) unconditional guaranty dated of even date with the Note made by Sonny Fox ("Guarantor") in favor of Lender;
- (iv) environmental/ada indemnity agreement dated as of even date with the Note made by Obligor and Guarantor in favor of Lender.

WHEREAS, the current principal balance of the Note is \$726,875.85.

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WHEREAS, Obligor is desirous of obtaining a new advance of \$200,000.00 under the loan evidenced by the Note, modifying the interest rate charged on the loan, and extending the maturity date of such loan from September 17, 2008 to March 17, 2009 and Lender is willing to consent to such new advance and loan modification and extension subject to the terms and provisions hereinafter provided.

WHEREAS, to evidence such increased, modified and extended mortgage loan, Obligor is concurrently executing and delivering to Lender an amended and restated mortgage note dated August 3, 2008 in the principal sum of \$926,875.85 executed by Obligor (the "Amended Note") and payable to the order of Lender in monthly installments of interest only (calculated at the variable interest rate herein described), commencing on August 17, 2008, and continuing on the same day of each and every month thereafter, to and including February 17, 2009, followed by a final balloon payment of the entire unpaid principal balance of the Amended Note, all accrued and unpaid interest, and all other sums due and owing pursuant to the Amended Note and the other Loan Documents on March 17, 2009.

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 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, at the sole election of Lender, 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. All defined terms used herein and not otherwise defined shall have the meaning ascribed to such term as set forth in the Loan Documents.
2. The Loan Documents are hereby amended to secure repayment of the Amended Note. All references in the Loan Documents to the Note shall hereafter mean the Amended Note. All references in the Loan Documents to the principal amount of the loan secured thereby shall mean \$926,875.85 instead of \$800,000.00. All references in the Loan Documents to the "Maturity Date" of the loan secured thereby are hereby amended to be "March 17, 2009" instead of "September 17, 2008".
3. Except for the modifications stated herein, the Amended Note and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Amended Note and other Loan Documents and each other instrument or agreement delivered by Obligor, Guarantor to or for the benefit of Lender in connection with the loan evidenced and secured thereby 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 Amended Note and other Loan Documents, to forgive or waive any violation, default or breach under the Amended 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.

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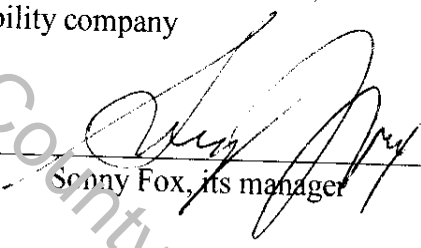
4. Obligor agrees to pay reimburse Lender for its costs and expenses (including attorney's fees and recording fees incurred in connection herewith).
5. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Mortgage, or conveyance of title (if any) effected thereby, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to effect the lien, charge or encumbrance of, or warranty of title in, or conveyance effected by the Mortgage, or the priority thereof over liens, charges, 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 Amended Note and/or Mortgage, 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.
6. This Modification Agreement shall extend to and be binding upon the Obligor and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.
7. Obligor hereby ratifies and confirms its obligations and liabilities under the Amended Note and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that it has no defenses, claims or set-offs against the enforcement by Lender of Obligor's obligations and liabilities under the Amended Note and other Loan Documents, as so amended.
8. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.
9. 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.
10. 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.
11. TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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, 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.

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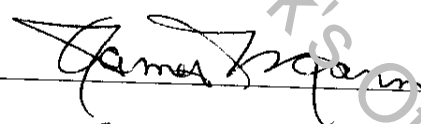
TO THE MAXIMUM EXTENT PERMITTED BY LAW, OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGOR 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, 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 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 OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

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

7100 N. RIDGEWAY, LLC, an Illinois limited liability company

By: 
Sony Fox, its manager

MB FINANCIAL BANK, N.A

By: 

Its: SEVP