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Cook County Recorder of Deeds
Date: 02/25/2009 10:36 AM Pg: 1 of 5

Bank of Lincolnwood
4433 West Touhy Ave.
Lincolnwood, IL 60712
Attn.: Elizabeth Engle

SECOND MODIFICATION AND EXTENSION AGREEMENT

This Second Modification and Extension Agreement is made this 1st day of February, 2009, by and among 7257 N. Lincoln Avenue, LLC, an Illinois limited liability company (the "Borrower"), Robert Hartman and Debra Hartman (individually and collectively the "Guarantor"), and Bank of Lincolnwood, an Illinois state-chartered bank (the "Bank").

WHEREAS, on November 12, 2003, Borrower and the Bank entered into a lending arrangement for a loan to enable Borrower to purchase a parcel of real estate commonly known as 7257 N. Lincoln Avenue, Lincolnwood, Illinois (the "Premises") and more fully described on Exhibit A hereto; and

WHEREAS, on November 13, 2003, Borrower executed and delivered to the Bank a certain Promissory Note (the "Note") in the original principal amount of \$1,280,000.00, maturing not later than November 1, 2008; and

WHEREAS, on November 13, 2003, to secure the obligations under the Note and the Loan Documents (as defined in the Note), Borrower executed and delivered to the Bank a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement (the "Mortgage") on the Premises, which Mortgage was recorded with the Cook County Recorder of Deeds on January 21, 2004, as Document No. 0402142231; and

WHEREAS, on November 13, 2003, to guaranty, among other things, the obligations of the Borrower under the Note, each Guarantor executed and delivered to the Bank a Guaranty of Payment and Performance (the "Guaranty"); and

WHEREAS, on November 13, 2003, to secure the obligations under the Note, Borrower and Guarantor executed and delivered to the Bank additional Loan Documents; and

WHEREAS, at the request of the Borrower and the Guarantors, on

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5P ^{ms}

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November 1, 2008, the Borrower, Guarantors and Bank entered into a Modification and Extension Agreement (the "First M&E") which, among other things, extended the maturity of the Note to February 1, 2009; and

WHEREAS, to facilitate the operation of the Borrower's business, and pursuant to Borrower's and Guarantor's request, the Bank has agreed to further modify and extend the Note on the terms and conditions more fully set forth below;

NOW THEREFORE, in consideration of the premises hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Each of the foregoing recitals is incorporated herein by reference and Borrower and Guarantor represent and warrant to the Bank that each such recital is true and correct in its entirety.

2. Capitalized terms herein shall have the same meaning as set forth in the Note and other Loan Documents unless the context clearly indicates otherwise.

3. The principal amount of the Note is hereby increased to One Million Four Hundred Eighty-Eight Thousand Eighty-Two and 17/100 Dollars (\$1,488,082.17), and each reference to the loan amount in the Note and in the Mortgage, including each reference to the "original principal amount" of the Note in the Mortgage, is hereby modified accordingly.

4. The Maturity Date of the Note is hereby extended to February 1, 2014.

5. Paragraph 1(d) of the Note is modified as follows:

"Monthly Payments. Borrower shall make sixty-three (63) successive monthly installment payments of principal and interest in the amount of \$8,216.82 each, commencing on December 1, 2003, and on the 1st day of each and every month thereafter through and including February 1, 2009. Commencing March 1, 2009, and on the 1st day of each and every month thereafter through and including January 1, 2014, Borrower shall make fifty-nine (59) successive monthly installment payments of principal and interest in the amount of \$10,556 each, with a final payment of principal and accrued interest on February 1, 2014."

6. Paragraph 1(b) of the Note is modified as follows:

"Default Rate. After the earlier of (i) the Maturity Date (as hereafter defined), whether by acceleration or otherwise; or (ii) the occurrence of any default in the payment of any installment of principal or interest or any other amount required to be paid under

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this Note or any of the other Loan Documents (defined below) on the date due and payable, and which payment is received by Holder more than five (5) days after the date when payment was due; or (iii) the occurrence of any default in the performance of any obligation under this Note or any of the other Loan Documents on the date when performance is due, and which performance is rendered to Holder more than ten (10) days after the date when performance was due; then the total unpaid indebtedness hereunder shall bear interest at the rate of five percent (5.0%) plus the rate of interest otherwise chargeable hereunder (the "Default Rate"), retroactive to the date when such payment or performance was due, and for so long as any default shall continue, without further notice or declaration of default."

7. Borrower and Guarantor each acknowledge, agree and affirm that they possess no claim, defense, or offset of any nature against the Bank or with respect to the enforcement of the Note or any of the Loan Documents, nor do any of them have knowledge of any facts that would or could give rise to any such claim, defense, or offset against the Bank. If facts now exist which would or could give rise to any claim, defense, or offset against the Bank or with respect to the enforcement of the Note or any of the Loan Documents, Borrower and Guarantor hereby unconditionally, irrevocably and unequivocally waive such claim, defense or offset and fully release the Bank, its officers, directors, employees, successors and assigns from any and all such claims.

8. Except as expressly herein provided, all of the terms, provisions, representations, warranties, covenants and agreements contained in the Note and other Loan Documents shall remain in full force and effect.

9. Borrower and Guarantor represent and warrant to the Bank that there is in existence no Event of Default under the Note or any of the Loan Documents.

10. All undertakings, agreements, representations, warranties and covenants made hereunder by Borrower and Guarantor are made jointly and severally.

11. Each Guarantor hereby acknowledges that it has read and consents to this Second Modification and Extension Agreement, that its Guaranty has not been altered or otherwise impaired hereby, except that it is hereby agreed that the limited payment obligation of each Guarantor under its Guaranty hereafter shall be in the reduced amount of \$500,000.00 less the amount, if any, of principal under the Note paid by any other Guarantor, and that such Guaranty remains in all other respects in full force and effect and is otherwise hereby reaffirmed with respect to all Obligations and indebtedness as defined in the Guaranty.

12. Upon or prior to execution of this Second Modification and Extension Agreement, Borrower shall pay a renewal fee of \$7,440.00.

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IN WITNESS WHEREOF, the parties have executed and delivered this document as of the date first written above.

7257 N. LINCOLN AVENUE, LLC

By: [Signature]
Robert Hartman, Manager

[Signature]
Robert Hartman, Guarantor

[Signature]
Debra Hartman, Guarantor

BANK OF LINCOLNWOOD

By: [Signature]
Its: SVP

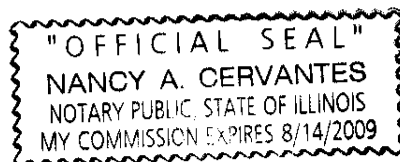
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the county and state aforesaid, does hereby certify that Robert Hartman and Debra Hartman, to me personally known, appeared before me on this date, and being by me duly sworn, stated and acknowledged that they signed and delivered the foregoing instrument in the capacities indicated, with authority, as their free and voluntary acts and deeds, for the uses and purposes therein set forth.

WITNESS my hand and seal this 1st day of February, 2009.

[Signature]
Notary Public

My commission expires: 08-14-2009



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EXHIBIT A

ALL OF LOT 33, AND PART OF LOTS 34 TO 42, BOTH INCLUSIVE, AND PART OF THE VACATED DIAGONAL ALLEY, ALL IN THE LINCOLN-CHASE-KOSTNER SUBDIVISION, A SUBDIVISION OF THAT PART OF THE NORTH 361 FEET OF THE SOUTH 660 FEET LYING EAST OF LINCOLN AVENUE OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT DESCRIBED AS FOLLOWS: NOTE, THE SOUTH LINE OF CHASE AVENUE IS DUE EAST WEST FOR THE FOLLOWING COURSES: BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF LINCOLN AVENUE AND A LINE THAT IS 118.30 FEET DUE SOUTH OF AND PARALLEL WITH THE SAID SOUTH LINE OF CHASE AVENUE; THENCE DUE EAST ON SAID LINE 182.70 FEET TO A POINT THAT IS 45.0 FEET DUE WEST OF THE WEST LINE OF THE 16 FEET NORTH AND SOUTH PUBLIC ALLEY; THENCE SOUTH 01 DEGREES 06 MINUTES 45 SECONDS WEST PARALLEL WITH SAID WEST LINE OF ALLEY 40.0 FEET, THENCE DUE EAST, 18.0 FEET; THENCE SOUTH 01 DEGREES 06 MINUTES 45 SECONDS WEST PARALLEL WITH SAID WEST LINE OF ALLEY 20.0 FEET; THENCE DUE EAST 27.0 FEET TO SAID WEST LINE OF ALLEY; THENCE SOUTH 01 DEGREES 06 MINUTES 45 SECONDS WEST ON SAID WEST LINE OF ALLEY, 134.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 33, THENCE DUE WEST ON THE SOUTH LINE OF SAID LOT, 31.34 FEET, TO THE SOUTHWESTERLY CORNER OF SAID LOT, BEING IN THE NORTHEASTERLY LINE OF LINCOLN AVENUE AFORESAID; THENCE NORTH 44 DEGREES 41 MINUTES WEST ON SAID LOT, 273.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 10-27-319-028-0000

Commonly known as: 7257 N. Lincoln Avenue, Lincolnwood, Illinois