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**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



Doc#: 1005418075 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/23/2010 04:06 PM Pg: 1 of 11

ADDRESS OF PROPERTY:

3627 North Sheffield Avenue
Chicago, IL 60613

PERMANENT INDEX NOS.:

14-20-228-040-1001
14-20-228-040-1002
14-20-228-040-1003
14-20-228-040-1004

SIXTH LOAN MODIFICATION AGREEMENT

THIS SIXTH LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of the 9th day of January, 2010 by and among **CHICAGO TITLE LAND TRUST COMPANY, not personally but solely as trustee under trust agreement dated November 9, 2005 and known as Trust No. 8002345329 ("Trustee"), RIGHT FIELD PROPERTIES, LLC, an Illinois limited liability company ("Properties"), RIGHT FIELD ROOFTOPS, LLC, an Illinois limited liability company ("Rooftops" and, together with Trustee and Properties, herein individually and collectively called "Borrower"), R. MARC HAMID and JEFFREY GOBY (herein individually and collectively called "Guarantor"), and MB FINANCIAL BANK, N.A. ("Lender").**

WITNESSETH:

WHEREAS, Trustee is the owner of certain real estate (the "Premises") commonly known as 3627 North Sheffield Avenue which is 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 revolving line of credit mortgage loan (the "Loan") to Borrower in the stated principal sum of One Million Dollars and No Cents (\$1,000,000.00), which was subsequently increased to One Million One Hundred Thousand Dollars and No Cents (\$1,100,000.00); 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 November 15, 2005 unless otherwise stated:

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- (a) Revolving Line of Credit Note (the "Note") made by Borrower in the stated principal sum of One Million Dollars (\$1,000,000.00);
- (b) Guaranty made by Guarantor in favor of Lender;
- (c) Mortgage (the "Mortgage") made by Trustee to Lender encumbering the Premises and the improvements thereon and all other property, assets and 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. 0532543273;
- (d) Assignment of Rents and Leases made by Trustee to Lender, recorded in the Recorder's Office as Document No. 0532543274;
- (e) Revolving Line of Credit Agreement made by Borrower in favor of Lender;
- (f) Security Agreement made by Rooftops in favor of Lender;
- (g) 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. 0532543275 and filed with the Illinois Secretary of State as Document Nos. 10409535 and 10409950;
- (h) Loan Modification Agreement dated December 1, 2006 by and among Borrower, Guarantor and Lender, recorded in the Recorder's Office as Document No. 0703013203;
- (i) Second Loan Modification Agreement dated November 9, 2007 by and among Borrower, Guarantor and Lender, recorded in the Recorder's Office as Document No. 0733022011;
- (j) Third Loan Modification Agreement dated November 15, 2008 by and among Borrower, Guarantor and Lender, recorded in the Recorder's Office as Document No. 0901322050;
- (k) Fourth Loan Modification Agreement dated January 9, 2009 by and among Borrower, Guarantor and Lender, recorded in the Recorder's Office as Document No. 0906245138; and
- (l) Fifth Loan Modification Agreement dated November 17, 2009 by and among Borrower, Guarantor and Lender, recorded in the Recorder's Office as Document No. 0933733022; and

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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 hereby amended to extend the Maturity Date to March 10, 2010.
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. **Amendment to Guaranty.** The Guaranty 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.
6. **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.
7. **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 2009 and subsequent years;

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

together with other endorsements required by Lender.

8. **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. 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.

9. **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.

10. **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.

11. **Release.** Borrower and Guarantor and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise, acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, the "Mortgagee Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions, and causes of action of any and every nature whatsoever, known or unknown, direct or indirect, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future (collectively, the "claims"), which the Mortgagor Parties have as of the date of this agreement or may claim to have against the Mortgagee Parties, including but not limited to, any claims arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this Agreement, including but not limited to, any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way

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resulting from the acts, actions or omissions of the Mortgagee Parties occurring on or before the date of this Agreement. The foregoing release is intended to be, and is, a full, complete and general release in favor of the Mortgagee Parties with respect to all claims, demands, actions, causes of action and other matters described therein, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon the Mortgagee Parties arising or occurring on or before the date of this Agreement. The Mortgagor Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release. Furthermore, each of the Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this agreement, including without limitation, the release set forth in this section (the "Release Provision"), and understands all of the terms and conditions hereof, and (ii) executes this Agreement voluntarily with full knowledge of the significance of this Release Provision and the releases contained herein and execution hereof. The Mortgagor Parties agree to assume the risk of any and all unknown, unanticipated, or misunderstood claims that are released by this Agreement.

12. **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.


13. **Exculpation.** It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Chicago Title Land Trust Company while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

(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.

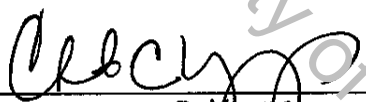
MB FINANCIAL BANK, N.A.


By: 
Name: CHAD BRANDON
Title: AVP

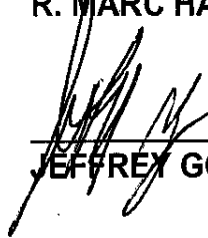
RIGHT FIELD ROOFTOPS, LLC, an Illinois limited liability company

By: 
R. Marc Hamid, President

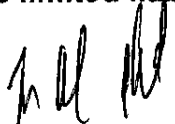
CHICAGO TITLE LAND TRUST COMPANY, not personally but solely as trustee as aforesaid

By: 
Name: Christine C. Young
Its: Trust Officer


R. MARC HAMID


JEFFREY GOBY

RIGHT FIELD PROPERTIES, LLC, an Illinois limited liability company

By: 
R. Marc Hamid, President

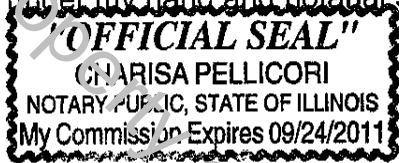
It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, made in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intent of binding said Trustee personally but are made and intended for the purpose of binding only that portion of real estate property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied all such personal liability, if any, being expressly waived and released.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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 _____, 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 said **MB Financial Bank, N.A.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of FEBRUARY, 2010.



Charisa Pellicori
Notary Public

Proprietor of Cook County Clerk's Office

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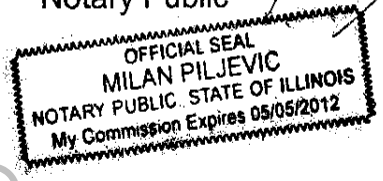
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Christine C. Young, the Trust Officer of **Chicago Title Land Trust Company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, 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 said **Chicago Title Land Trust Company**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of February, 2010.

Milana Piljevic

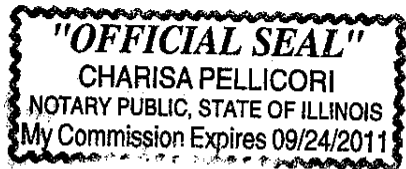
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **R. Marc Hamid**, the President of **Right Field Properties, 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 President, appeared before me 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 **Right Field Properties, LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of February, 2010.



Charisa Pellicori

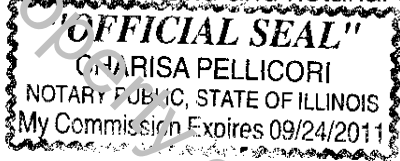
Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **R. Marc Hamid**, the President of **Right Field Rooftops, 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 President, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said **Right Field Rooftops, LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of February, 2010.

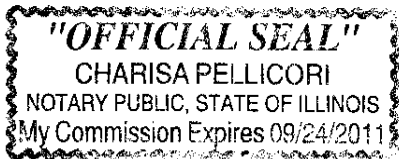


Charisa Pellicori
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **R. Marc Hamid**, 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 22nd day of February, 2010.



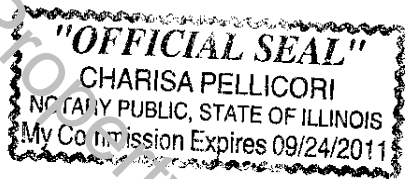
Charisa Pellicori
Notary Public

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Jeffrey Goby**, 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 22nd day of February, 2010.



Charisa Pellicori
 Notary Public

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description

Units B-3627, 1-3627, 2-3627 and 3-3627 in the Rooftop View Condominium, as delineated on a survey of the following described tract of land:

The North 15.00 feet of Lot 40 and South 15.00 feet of Lot 41 in Trustees' Subdivision of Block 15 in Laflin, Smith and Dyers' Subdivision of the Northeast $\frac{1}{4}$ (except 1.28 acres Northeast corner thereof) in Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document 93343242, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Address of Property: 3627 North Sheffield Avenue
Chicago, IL 60613

Permanent Index Nos.: 14-20-228-040-1001
14-20-228-040-1002
14-20-228-040-1003
14-20-228-040-1004

Property of Cook County Clerk's Office