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1029933018

Doc#: 1029933018 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/26/2010 08:53 AM Pg: 1 of 10

ILLINOIS

8489603-DZ
To... (4)

66 W. 114th Street, Chicago, Illinois
12015 S. Wentworth, Chicago, Illinois
16 W. 108th, Chicago, Illinois
738 W. 116th, Chicago, Illinois

This space reserved for Recorder's use only.

FIRST MODIFICATION OF LOAN DOCUMENTS

by

HISHTADLUS INVESTMENTS LLC

to and for the benefit of

AMERICAN ENTERPRISE BANK,
an Illinois state chartered bank

**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Aaron B. Zarkowsky
Deutsch, Levy & Engel, Chartered
225 W. Washington Street, Suite 1700
Chicago, Illinois 60606

**THIS MODIFICATION AMENDS THE
FOLLOWING DOCUMENT:**

0934533062 Recorded 12/11/09

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9/1/2010 11:50 AM

Box 400-CTCC

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FIRST MODIFICATION OF LOAN DOCUMENTS

THIS FIRST MODIFICATION OF LOAN DOCUMENTS (this "Modification") is made as of the 21st day of October, 2010, by and among HISHTADLUS INVESTMENTS LLC, an Illinois limited liability company ("Mortgagor"), Boaz Kohn and Boruch Russell (together, the "Guarantor,"), and AMERICAN ENTERPRISE BANK, an Illinois state chartered bank, its successors and assigns ("Lender").

RECITALS:

A. The Lender agreed to make a credit facility available to the Mortgagor in one or more loans that are and will be evidenced by separate promissory notes, and secured by all properties acquired by the Mortgagor and funded by such credit facility.

B. Lender made a loan to the Mortgagor in the original principal amount of \$277,500 (the "Loan A") as evidenced by a Promissory Note dated as of December 3, 2009, in the principal amount of Loan A made payable by Mortgagor to the order of Lender ("Loan A Note").

C. The Loan A Note is secured by, among other things, certain documents dated as of December 3, 2009, including (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from the Mortgagor to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on December 11, 2009 as document number 0934533062 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Environmental Certificate and Indemnification Agreement from the Mortgagor and the Guarantors to Lender (the "Indemnity Agreement"); (iii) Guaranty from the Guarantors to Lender (the "Guaranty"), and (iv) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

D. The Mortgagor has requested that the Lender make a second loan to the Mortgagor in the original principal amount of \$303,499 ("Loan B") and in conjunction therewith the Mortgagor has requested that the Loan Documents be amended to evidence and secure Loan B as well as Loan A, that the properties identified in the Mortgage securing Loan A also secure and be secured by the properties securing Loan B, and for the other purposes hereinafter set forth.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove, (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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1. **Incorporation and Definitions.** The foregoing recitals and all exhibits and schedules attached hereto are hereby made a part of this Modification. The capitalized terms not otherwise defined herein shall have the meanings provided in the Loan Documents.

2. **Modifications to the Mortgage.** Schedule 1 to the Mortgage is hereby amended and restated in its entirety in the form attached hereto as Schedule 1.

3. **Representations and Warranties of Mortgagor.** Mortgagor hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Mortgagor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Modification, they continue to be the legal, valid and binding obligations of Mortgagor enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) As of the date hereof, Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

4. **Reaffirmation of Guaranty.** Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Modification. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

5. **Miscellaneous.**

(a) This Modification shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Modification shall not be construed more strictly against Lender than against Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Mortgagor and Lender have contributed substantially and materially to the preparation of this Modification, and Mortgagor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the

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consideration given by the other in entering into this Modification. Each of the parties to this Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Modification, and recognizes that it is executing and delivering this Modification, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Mortgagor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Modification, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Mortgagor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Modification. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(d) This Modification shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(e) Any references to the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(f) This Modification may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Modification.

(g) Time is of the essence of each of Mortgagor's obligations under this Modification.

(Signature Page Follows)

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IN WITNESS WHEREOF, the parties hereto have executed this Modification dated as of the day and year first above written.

BORROWER:

HISHTADLUS INVESTMENTS LLC, an Illinois limited liability company

By: [Signature]
Boaz Kohn, Manager

By: [Signature]
Boruch Russell, Manager

GUARANTOR:

Boaz Kohn

Boruch Russell

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Boaz Kohn, individually and as Manager of Matzliach Investments, LLC, is 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 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 8th day of October, 2010.

Anne Polstein
Notary Public

My Commission Expires: 12/4/10

Signature Page to First Modification
of Loan Documents



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IN WITNESS WHEREOF, the parties hereto have executed this Modification dated as of the day and year first above written.

BORROWER:

HISHTADLUS INVESTMENTS LLC, an Illinois limited liability company

By: [Signature]
Boaz Kohn, Manager

By: [Signature]
Boruch Russell, Manager

GUARANTOR:

[Signature]
Boaz Kohn

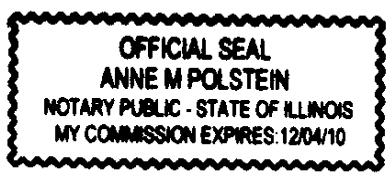
[Signature]
Boruch Russell

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I Anne Polstein, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Boaz Kohn, individually and as Manager of Matzliach Investments, LLC, is 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 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 13th day of October, 2010.
Anne M. Polstein My Commission Expires: 12/4/10
Notary Public

Signature Page to First Modification
of Loan Documents



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IN WITNESS WHEREOF, the parties hereto have executed this Modification dated as of the day and year first above written.

LENDER:

AMERICAN ENTERPRISE BANK

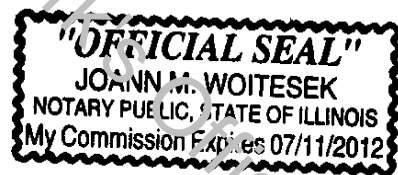
By: *Stanford D. Gertz*
Name: Stanford D. Gertz
Title: President - Highland Park

STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

I JOANN M. WOITESEK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stanford D. Gertz, President - Highland Park, of American Enterprise Bank, is 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 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 15th day of October, 2010.

Joann M. Woitsek
Notary Public



UNOFFICIAL COPY**EXHIBIT A****THE PROPERTY****PARCEL 1:**

LOT 29 IN THE SUBDIVISION OF BLOCK 7 IN THE FIRST ADDITION TO PULLMAN, A SUBDIVISION OF THE EAST 775.5 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THAT DEEDED TO THE CHICAGO AND WESTERN INDIANA RAILROAD) OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

66 W. 114th Place, Chicago, Illinois 60628
25 21 229 018

PARCEL 2:

LOT 39 IN WALLER AND HANSTROM'S SUBDIVISION OF THE WEST 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 8 FEET THEREOF) IN COOK COUNTY, ILLINOIS

12015 S. Wentworth Ave., Chicago, Illinois 60628
25 28 212 005

PARCEL 3:

LOT 4 IN THE RESUBDIVISION OF LOTS 13, 14, 15, 16, 17 AND THE SOUTH 1/2 OF LOT 18 IN SPINNEY & FLAVIN'S SUBDIVISION OF BLOCK 40 OF SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16 W. 108th Street, Chicago, Illinois 60628
25 16 406 015

PARCEL 4:

THE EAST 15 FEET OF LOT 52 AND LOT 53 (EXCEPT THE EAST 30 FEET) IN SHAPSHOOTERS PARK, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21 TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

738 W. 116th Street, Chicago, Illinois
25 21 300 011

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Schedule 1

Date of Loan	Maximum Principal Amount of the Loan	Maturity Date of the Loan
December 3, 2009	\$277,500	December 3, 2014
October 21, 2010	\$303,499	October 21, 2015

Property of Cook County
COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office
COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____