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This Document Prepared By And When Recorded Return To:

Richard C. Jones, Jr., Esq.
Tina M. Jacobs, Esq.
JONES & JACOBS
77 West Washington Street
Suite 2100
Chicago, Illinois 60602
(312) 419-0700



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Cook County Recorder of Deeds
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For Recorder's Use Only

MEMORANDUM OF THE FIFTH MODIFICATION OF LOAN DOCUMENTS

THIS MEMORANDUM OF THE FOURTH MODIFICATION OF LOAN DOCUMENTS (the "Memorandum") is effective December 1, 2010 (the "Effective Date") with an execution date of December 1, 2010, by and among by and among AFFINITY/HURON, LLC, an Illinois limited liability company ("Borrower"), DAWN LOUGHLIN ("Guarantor"), and BANK OF AMERICA, N.A., a national banking association, as successor by merger to LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Lender").

RECITALS:

WHEREAS, Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) as evidenced by a Security Agreement dated June 16, 2005 by Borrower to Lender (the "Security Agreement") and a Promissory Note dated June 16, 2005, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note"); and

WHEREAS, The Note is secured by, among other things documents dated as of June 16, 2005, including, (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on June 20, 2005, as Document No. 0517102167 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"); (ii) that certain Assignment of Rents and Leases from Borrower to Lender and recorded in the Recorder's Office on June 20, 2005, as Document No. 051702168 (the "Assignment of Leases"); and (iii) that certain First Amended and Restated-Environmental Indemnity Agreement from Borrower and Guarantor to Lender (the "Indemnity Agreement"); and

WHEREAS, the Loan is further secured by a First Amended and Restated Guaranty dated as of January 16, 2006 from Guarantor (whether one or more, and as amended, supplemented, modified, restated or renewed from time to time, the "Guaranty"); and

WHEREAS, the Security Agreement, Mortgage, Assignment of Leases, Indemnity Agreement and Guaranty have been amended from time to time, including but not limited to, that certain (i) First Modification of Loan Documents dated as of January 16, 2006, a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on March 13, 2006 as Document No. 0607243152 (the "First Modification"); (ii) Second Modification of Loan Documents dated as of June 16, 2006 and recorded in the Office of the Cook County Recorder of Deeds on September 8, 2006 as Document No. 0625133156, which, among other things, extended the Maturity Date of the Note (the "Second Modification"); (iii) Third Modification of Loan Documents dated as of June 16, 2007 and recorded in

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the Office of the Cook County Recorder of Deeds on August 3, 2007 as Document No. 0721518000, which, among other things, extended the Maturity Date of the Note (the "Third Modification"); (iv) Loan Extension and Modification Agreement dated as of August 14, 2008 (the "Loan Extension"), which among other things, extended the Maturity Date of the Note and restated the interest rate provisions; (v) Loan Extension and Modification Agreement dated as of December 16, 2009 (the "Second Loan Extension"), which among other things, extended the Maturity Date of the Note; and (vi) Fourth Modification of Loan Documents effective as of December 1, 2009, a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on January 20, 2010 as Document No. 1002033004 (the "Fourth Modification"); and

WHEREAS, simultaneous with the execution of the Fourth Modification, Borrower executed an Amended and Restated Promissory Note in exchange and replacement for, evidencing the same indebtedness incurred under the Note and setting forth among other modifications, an extended Maturity Date, a Principal Payment, as hereinafter defined, and an Interest Rate equal to BBA LIBOR Daily Rate plus 5.50% (the "Amended and Restated Promissory Note"); and

WHEREAS, simultaneous with the execution of the Fourth Modification, Borrower and Guarantor executed an Environmental Indemnity Agreement (the "Environmental Indemnity Agreement"); and

WHEREAS, Borrower, Guarantor and Lender have executed a Fifth Modification of Loan Documents of even date herewith (the "Fifth Modification"), which among other things, extended the Maturity Date of the Amended and Restated Note; and

WHEREAS, the Security Agreement, Note, Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty, the First Modification, the Second Modification, the Third Modification, the Loan Extension, the Second Loan Extension, the Fourth Modification, Amended and Restated Promissory Note, the Environmental Indemnity Agreement and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are collectively referred to herein as the "Loan Documents;" and

WHEREAS, Borrower's obligations under the Amended and Restated Note and the other Loan Documents are hereinafter collectively called the "Obligations" and all liens, security interests, assignments, superior titles, rights, remedies, powers, equities and priorities securing the Amended and Restated Note or providing recourse to Lender with respect thereto are hereinafter collectively called the "Liens;" and

WHEREAS, Borrower, Guarantor and Lender have agreed to further modify and amend the Loan and the corresponding terms and provisions of the Loan Documents as hereinafter provided. Terms used, but not defined herein, shall have the same meanings ascribed to such terms in the Mortgage (as the same may be modified and amended);

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are hereby incorporated herein by this reference and made a part hereof; provided, however, that such Recitals shall not be deemed to modify the express provisions hereinafter set forth.

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2. **Principal Payment.** Borrower acknowledges and agrees that as of December 1, 2010, the outstanding principal amount hereunder is ONE MILLION NINE HUNDRED FORTY-FIVE THOUAND AND NO/100 DOLLARS (\$1,945,000.00), and Borrower has no right of offset, defenses or counterclaims with respect thereto. Beginning on December 1, 2010, and continuing on the first day of each month thereafter through the Maturity Date of December 1, 2011, Borrower shall pay to Lender monthly principal payments of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) to be applied to the outstanding principal balance of the Loan (the "Principal Payments").

3. **Modification to the Amended and Restated Note, Mortgage and other Loan Documents.** The terms and provisions of the Amended and Restated Note, Mortgage and other Loan Documents are modified and amended as more completely set forth in the Fifth Modification. Certain of those modifications and amendments have been memorialized herein for recording:

(a) **Maturity Date.** The Maturity Date of the Amended and Restated Note is hereby extended to December 1, 2011. Any reference in the Amended and Restated Note, Mortgage or any other Loan Document to the Maturity Date, shall mean December 1, 2011.

4. **Interest Reserve Account.** As consideration for Lender's agreement to extend the Maturity Date, Borrower agrees to refund the Lender controlled Interest Reserve Account established by the Fourth Modification for the payment of interest through and including December 1, 2011. The terms and conditions of said Interest Reserve Account are more fully set forth in the Fourth and Fifth Modification.

5. **Default.** An Event of Default under the Fifth Modification shall constitute an Event of Default under the Amended and Restated Note, Mortgage and Loan Documents, as amended and modified.

6. **Expenses.** In addition to the Extension Fee, Appraisal Fee and payment of the outstanding real estate taxes addressed in the Fifth Modification, Borrower hereby agrees to pay all expenses, charges, costs and fees incurred by Lender relating to the Fifth Modification, including, but not limited to, all recording fees and charges, if any, title insurance charges and premiums, reasonable attorneys' fees, and all other expenses, charges, costs and fees referred to in or necessitated by the terms and provisions of the Fifth Modification (collectively, the "Additional Loan Expenses"). If any Additional Loan Expenses due at the time of execution of the Fifth Modification, and are not paid to Lender within five (5) days after written demand therefor by Lender, such event shall be an Event of Default, and the Additional Loan Expenses shall bear interest from the date due until paid at the Default Rate (as defined in the Amended and Restated Note), and may be paid by Lender at any time following said 5-day written demand period by disbursement by Lender of Loan proceeds.

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

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

(b) Borrower is the sole legal and beneficial owner of the Property.

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(c) There is currently no Event of Default (as defined in the Mortgage) under the Amended and Restated Note, Mortgage or any of the Loan Documents, as the same may be modified and amended from time to time, and Borrower does not know of any event or circumstance which, with the giving of notice or the passing of time or both, would constitute an Event of Default under any of the Amended and Restated Note, Mortgage or other Loan Documents, as the same may be modified and amended.

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

(e) There has been no material adverse change in the financial condition of Borrower, any Guarantor or any other party whose financial statement has been delivered to Lender in connection with the loan from the date of the most recent financial statement received by Lender.

(f) As of the date hereof, Borrower has no claims, counterclaims, defenses or set-offs with respect to the Loan or any of the Loan Documents as the same are modified and amended hereby.

(g) Borrower is validly existing under the laws of the state of its formation or organization and has the requisite power and authority to execute and deliver this Memorandum and Fifth Modification and to perform the Amended and Restated Note, Mortgage and other Loan Documents, as modified and amended herein. The execution and delivery of this the Fifth Modification and this Memorandum and the performance of the Amended and Restated Note, Mortgage and other Loan Documents, as modified and amended herein, have been duly authorized by all requisite action by or on behalf of Borrower. The Fifth Modification has been duly executed and delivered on behalf of Borrower and each Guarantor.

(h) The execution and delivery of the Fifth Modification does not contravene, result in a breach of, or constitute a default under, any mortgage, loan agreement, indenture or other contract or agreement to which the Borrower is a party or by which the Borrower or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both), and do not violate or contravene any law, order, decree, rule, regulation or restriction to which the Borrower or the Property is subject.

(i) Except as disclosed in writing to the Lender, there is no suit, judicial or administrative action, claim, investigation, inquiry proceeding or demand pending (or, to the Borrower's knowledge, threatened) against (i) the Borrower, or against any other person liable directly or indirectly for the obligations under the Amended and Restated Note, Mortgage or other Loan Documents; (ii) which affects the Property or Borrower's title to the Property; or (iii) which affects the validity, enforceability or priority of any of the Amended and Restated Note, Mortgage or other Loan Documents.

8. Reaffirmation of Note, Mortgage and other Loan Documents. Except as expressly herein provided and in the Fifth Modification, Borrower and Lender hereby reaffirm and incorporate herein by reference each and every term, provision, representation, covenant and warranty contained in the Amended and Restated Note, Mortgage and other Loan Documents, as

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previously modified and amended, and Borrower agrees that said terms, provisions, representations, covenants, and warranties shall remain in full force and effect.

9. **Amended and Restated Note, Mortgage and other Loan Documents.** Any references to the "Amended and Restated Note," the "Mortgage," or "Loan Documents" contained in the Amended and Restated Note, Mortgage, or Loan Documents shall be deemed to refer to the Amended and Restated Note, the Mortgage, and Loan Documents, as modified and amended hereby.

10. **Counterparts.** This Memorandum may be executed one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed and acknowledged foregoing Agreement as of the date and year first above written.

BORROWER:

AFFINITY/HURON, LLC, an Illinois limited liability company

By: *Dawn Loughlin*

Name: Dawn Loughlin
Title: Manager

GUARANTOR:

Dawn Loughlin
DAWN LOUGHLIN

LENDER:

BANK OF AMERICA, N.A., a national banking association, as successor by merger to LASALLE BANK NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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IN WITNESS WHEREOF, the parties hereto have executed and acknowledged foregoing Agreement as of the date and year first above written.

BORROWER:

AFFINITY/HURON, LLC, an Illinois limited liability company

By: _____

Name: Dawn Loughlin
Title: Manager

GUARANTOR:

DAWN LOUGHLIN

LENDER:

BANK OF AMERICA, N.A., a national banking association, as successor by merger to LASALLE BANK NATIONAL ASSOCIATION

By: _____

Name: Anup Patel

Title: Assistant Vice President

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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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 DAWN LOUGHLIN, known to me to be the Manager of AFFINITY/HURON, LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged to me that she signed and delivered the foregoing instrument as her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17 day of December, 20 10.



[Signature]
NOTARY PUBLIC

My Commission Expires:

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 DAWN LOUGHLIN, known to me to be the same person whose name is subscribed to the foregoing instrument as Guarantor, appeared before me this day in person and acknowledged to me that she signed and delivered the foregoing instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17 day of December, 20 10.



[Signature]
NOTARY PUBLIC

My Commission Expires:

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STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Anup Patel, known to me to be the AVP of BANK OF AMERICA, N.A., a national banking corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that she signed and delivered the foregoing instrument as her 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 27th day of December, 20 12.



[Signature]
NOTARY PUBLIC

My Commission Expires:
May 05, 2014

DeKalb County Clerk's Office

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EXHIBIT A

THE PROPERTY

Parcel 1: Lot 26 (except the North 20 feet) and Lot 27 in Butler's Subdivision of Block 30 I Wolcott's Addition to Chicago in the East ½ of the Northeast ¼ of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The North 20 feet of Lot 26 in Block 30 in Wolcott's Addition in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Lot 25 in Butler's Subdivision of Block 30 in Wolcott's Addition to Chicago in the East ½ of the Northeast ¼ of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4: Lot 24 in Charles Butler's Subdivision of Block 30 in Wolcott's Addition to Chicago in the East ½ of the Northeast ¼ of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PINS: 17-09-211-007-0000
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Commonly known as: 100 W. Huron, Chicago, Illinois