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This Document was prepared
by and should be returned to:
First Eagle Bank
1040 E. Lake St.
Hanover Park, IL. 60133

Doc#: 1131444069 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/10/2011 01:00 PM Pg: 1 of 10

FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment") is dated as of the 15th day of August, 2011 and made by and among Corona Investments, L.L.C., an Illinois limited liability company ("Borrower"); Oscar Corona and Maribel Corona (individually and collectively referred to herein as "Guarantor") (Borrower and Guarantor are sometimes hereinafter each referred to as a "Obligor" and collectively as the "Obligors") and First Eagle Bank ("Lender").

A. On September 13, 2010 Lender made a loan (the "Loan") to Borrower in the amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00). The Loan is evidenced by the Promissory Note of Borrower dated September 13, 2010 in the principal amount of \$550,000.00 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated September 13, 2010 and recorded as Document Nos. 1026403121 and 1026403122 with the Recorder of Deeds of Cook County, Illinois which was executed by Borrower in favor of Lender and which created a first lien on the properties (collectively "Property") known as 2223 W. Monroe St., Chicago, IL 60612, 20 S. Seeley Avenue, Chicago, IL 60612, 3743 W. Division St., Chicago, IL 60651, 2728 W. 38th Place, Chicago, IL 60632, 6621 W. Richmond St., Chicago, IL 60629, and 2250 W. Adams St., Unit 2, Chicago, IL 60612 which are legally described on Exhibit "A" attached hereto and made a part hereof.

C. The Note is further secured by the Commercial Guaranty ("Guaranty") of Guarantor dated September 13, 2010. The Note, Mortgage, and any and all other documents executed pursuant to or in connection with the Loan by Borrower or Guarantor, as amended, modified, assumed or replaced from time to time are hereinafter collectively referred to as the "Loan Documents".

Prepared By: NPV

Officer Review

Initial Review  Date 10/25/11

Final Review  Date 10/25/11

Loan No. 82392

NOS 447260A CA 10e1

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D. Borrower requests the (i) extension of the Maturity Date of the Loan to November 15, 2012 and (ii) increase of the amount of the Loan by \$250,00.00 to \$800,000.00. Lender has agreed to the requests as aforesaid, subject to the following covenants, agreements, representations and warranties.

NOW THEREFORE, for and in consideration of the covenants, agreements, representations and warranties set forth herein, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above shall be incorporated herein, as if set forth in their entirety.

2. **Amount of Loan and Maturity Date:** The Loan, that has a current principal balance of \$0.00, is hereby amended by (i) increasing the amount of the Loan by Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) from Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) to Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) and (ii) extending the Maturity Date to November 15, 2012. Concurrent with the execution of this First Amendment, Borrower shall execute and deliver to Lender an Amended and Restated Promissory Note of even date herewith in the original principal amount of \$800,000.00 (the "Amended Note"). All references in the Loan Documents to the "Note" shall hereafter be deemed to be a reference to the "Amended Note". The amount available for advances on this Loan is initially limited not to exceed \$735,000.00 until the exception on the title to the property known as 1910 S. Sawyer Avenue, Chicago, IL is cleared at Lender's sole and absolute determination.

Interest on the Note is computed on a 365/360 basis, that is by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable on the Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated herein.

3. **Required Account Condition.** As additional consideration for Lender to provide the Loan, Borrower and Guarantor covenants and agrees to maintain deposit account # 430917104, 131126301, and 430942104 with Lender at all times during the term of the Loan with a total average monthly collected balance in an amount not less than \$200,000.00. If Borrower fails to comply with this requirement a service charge will be charged to the DDA account, in addition to the monthly service charge, for each month the minimum average balance is not met. The service charge will be calculated by taking the deficient amount multiplied by the Prime Rate divided by 365 multiplied by the number of days in the month.

4. **Additional Collateral.** Concurrent with the execution hereof, Borrower shall cause the execution and delivery to Lender of a Mortgage and Assignment of Rents in favor of Lender, in such form as Lender shall require, creating valid first mortgage on properties known as 1910 S. Sawyer, Chicago, IL 60623, 17 S.

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Oakley, Chicago, IL 60612, and 1942 N. Pulaski, Chicago, IL 60639 as additional collaterals securing the Note as if they had been originally conveyed as security for the payment of the Note hereinabove described at the time of its execution and delivery and is subject to all, each and every terms and conditions of said Note, as amended. All references in the Note and other the Loan Documents to security or collateral shall hereafter be deemed to include these properties.

5. **Financial Statements.** Borrower and Guarantor shall submit to Lender annually beginning June 30, 2012 and on that day every year thereafter the Business Financial Statement and Business Federal Income Tax Return of Borrower and the Personal Financial Statement and Personal Federal Income Tax Return of Guarantor.

6. **Modification of Documents.** The Mortgage and other Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby modified and amended. Each reference in the Mortgage and other Loan Documents to "maturity" or "Maturity Date" shall hereafter be deemed a reference to November 15, 2012.

7. **Guarantor Not Released.** Guarantor acknowledges and consents to the amendments and modifications set forth in this First Amendment. Concurrent with the execution of this First Amendment, Guarantor shall execute and deliver to Lender an Amended and Restated Commercial Guaranty of even date herewith in the original principal amount of \$800,000.00 (the "Amended Guaranty").

8. **Restatement of Representations.** Each Obligor hereby ratifies and confirms their respective obligations and liabilities under the Amended Note, Amended Guaranty, Mortgage, and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Amended Note, Amended Guaranty, Mortgage, and other Loan Documents, as so amended.

9. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Amended Note, Amended Guaranty Mortgage, and other Loan Documents.

10. **Documents Unmodified.** Except as modified hereby and by the Amended Note and Amended Guaranty, the Mortgage and other Loan Documents shall remain unmodified and in full force and effect.

11. **Fee.** In consideration of Lender's agreement to amend the Loan, as aforesaid, Borrower has agreed and shall pay Lender upon execution hereof, a fee in the amount of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) plus all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

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

- (a) The representations and warranties in the Loan Documents are true and correct as of the date hereof.
- (b) There is currently no Event of Default as defined in and under the Loan Documents and Borrower 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 Loan Documents.
- (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, 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.
- (d) There has been no material adverse change in the financial condition of Borrower, Guarantors, 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.
- (e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
- (f) 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 Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

13. **Binding Agreement.** This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantors and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical

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effect of this Agreement, and recognizes that it is executing and delivering this Agreement, 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 Agreement, 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.

14. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

This First Amendment shall extend to and be binding upon Borrower and each Guarantor and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

This First Amendment 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.

This First Amendment constitutes the entire agreement between the parties with respect to the aforesaid Amendment and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

Borrower and each 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 First Amendment 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 First Amendment, 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 resulting from the acts, actions or omissions of the Mortgagee Parties occurring on or before the date of this First Amendment. The foregoing release is intended to be, and is, a full, complete

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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 First Amendment. 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 First Amendment voluntarily with full knowledge of the significance of the 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 First Amendment.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS FIRST AMENDMENT 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, EACH 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.


TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH 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 FIRST AMENDMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS FIRST AMENDMENT, 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, EACH 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 ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED FIRST AMENDMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY

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IN WITNESS WHEREOF, this First Amendment was executed by the undersigned as of the date and year first set forth above.

BORROWER:

Corona Investment, L.L.C., an Illinois limited liability company




By: Oscar Corona, Member




By: Maribel Corona, Member

GUARANTOR:



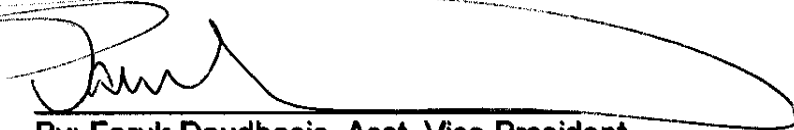
Oscar Corona



Maribel Corona

LENDER:

First Eagle Bank



By: Faruk Daudbasic, Asst. Vice President

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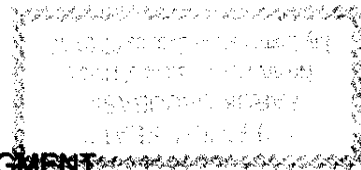
BORROWER'S ACKNOWLEDGMENT

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 Oscar Corona and Maribel Corona, Members of Corona Investments, L.L.C., an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed as well as that of the company they represent, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 12 day of September, 2011.

[Signature]
Notary Public



GUARANTOR'S ACKNOWLEDGMENT

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 Oscar Corona and Maribel Corona, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Official Seal this 12 day of September, 2011.

[Signature]
Notary Public



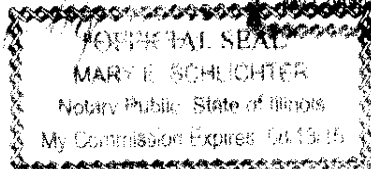
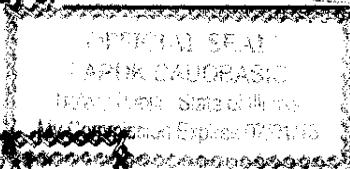
LENDER'S ACKNOWLEDGMENT

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 Faruk Daudbasic, Vice President of FIRST EAGLE BANK, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the bank he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 12 day of September, 2011.

[Signature]
Notary Public



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EXHIBIT "A"

PARCEL 1: LOT 3 IN SUBDIVISION OF LOTS 30 TO 34, BOTH INCLUSIVE, OF SEELEY'S SUBDIVISION OF BLOCK 6 OF OWSLEY'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**ADDRESS: 2223 W. MONROE ST., CHICAGO, IL 60612
PIN: 17-18-103-009-0000**

PARCEL 2: THE WEST 25.5 FEET OF THE NORTH 80.75 FEET OF LOT 2 IN SUBDIVISION OF SUBLOTS 10, 11, 12 AND 13 OF LOT 9 1/2 BLOCK 9 ROCKWELL'S ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**ADDRESS: 20 S. SEELEY AVENUE, CHICAGO, IL 60612
PIN: 17-18-108-043-0000**

PARCEL 3: LOT 4 IN BLOCK 4 OF TREAT'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**ADDRESS: 3743 W. DIVISION STREET., CHICAGO, IL 60651
PIN: 16-02-304-007-0000**

PARCEL 4: LOT 16 IN BLOCK 14 OF CORWITH'S RESUBDIVISION OF LOTS 81 TO 120 INCLUSIVE, LOTS 124 TO 140, INCLUSIVE, LOTS 144 TO 150, INCLUSIVE, AND LOTS 152 TO 157, INCLUSIVE, IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**ADDRESS: 2728 W. 38TH PLACE, CHICAGO, IL 60632
PIN: 16-36-422-029-0000**

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PARCEL 5: LOT 34 IN BLOCK 8 IN EAST CHICAGO LAWN BEING SWANELL SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ADDRESS: 6621 S. RICHMOND STREET, CHICAGO, IL 60629
PIN: 19-24-129-008-0000

PARCEL 6: UNIT 2 (UPPER) IN 2250 W. ADAMS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 6 (EXCEPT THE WEST 5 FEET 7 INCHES THEREOF) IN JAMESON'S SUBDIVISION OF LOTS 1 TO 10, INCLUSIVE, IN BOWEN'S SUBDIVISION OF LOT 18 IN BLOCK 10 WITH SO MUCH OF LOTS 37 AND 38 AS LIES NORTH OF ADAMS STREET IN FREEMAN AND OTHERS SUBDIVISION OF LOTS 14 TO 17, INCLUSIVE, IN BLOCK 10 IN ROCKWELL ADDITION TO CHICAGO IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 15, 2004 AS DOCUMENT 0432034005, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

Address: 2250 W. ADAMS ST., UNIT 2, CHICAGO, IL 60612
PIN: 17-18-107-046-1002

Cook County Clerk's Office