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This document prepared by
and after recording return to:

Scott E. Pointner, Esq.
Rathje & Woodward, LLC
300 E. Roosevelt Road
Suite 300
Wheaton, IL 60187

Doc#: 1217316012 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/21/2012 10:44 AM Pg: 1 of 8

Address of Property:

3211 West Irving Park Road
Chicago, IL 60618

PINs:

13-23-207-035-0000

2012 MODIFICATION OF LOAN DOCUMENTS

THIS 2012 MODIFICATION OF LOAN DOCUMENTS ("Agreement") is made effective as of January 15, 2012, by and among PARKWAY BANK AND TRUST COMPANY, not personally, but solely as Trustee ("Mortgagor") under a Trust Agreement dated June 17, 1997 and known as Trust Number 11707 ("Parkway Trust Agreement"), and FIRST MIDWEST BANK, an Illinois banking corporation ("Lender"). Mortgagor and Lender are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS:

A. WHEREAS, Lender has heretofore made to Mortgagor A-American Custom Flooring, Inc., an Illinois corporation ("A-American Custom Flooring"), A-American Contractors & Suppliers, Inc., an Illinois corporation ("A-American Contractors"), and A-American Custom Flooring, Inc., a Hawaii corporation ("Flooring Hawaii") (A-American Custom Flooring, A-American Contractors, and Flooring Hawaii are sometimes hereinafter referred to collectively as the "Companies") loans (collectively the "Loans") pursuant to those certain Notes, Loan Agreements (the "Loan Agreements"), and Ancillary Agreements, as amended, identified in and secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and UCC Fixture Financing Statement, dated December April 25, 2005, and recorded April 26, 2005 as Cook County Document Number 0511641119, as amended (hereinafter the "Mortgage"), as well as those certain documents entitled Mortgage, Assignment of Leases and Rents, Security Agreement and UCC Fixture Financing Statements, recorded April 2, 2005 as Cook County Document Numbers 0511641121, and 0511641123 (collectively the "Irving Park Mortgages"), and that document recorded April 28, 2005 as Cook County Document Number 0511803155 (the "7777 Caldwell Mortgage") (the Irving Park Mortgages and the 7777 Caldwell Mortgage are sometimes hereinafter referred to collectively as the "Mortgages"); and

B. WHEREAS, the obligations and indebtedness of Mortgagor and the Companies under the Loan Agreements and any and all Ancillary Agreements related thereto howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due to Lender (collectively the "Companies' Liabilities") have been cross defaulted and cross collateralized so that any (or all) of the Mortgaged Property identified in the Mortgages, as amended, secures any (or all)

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of the Companies' Liabilities, and a default under any of the Companies' Liabilities, including but not limited to the Loans identified in the Loan Documents defined in the Loan Agreements, shall constitute a default under all of the Companies' Liabilities, which shall entitle Lender to, upon an Event of Default under any of the Loan Agreements, without limiting any of its other rights and remedies, foreclose on any (or all) of the Mortgaged Properties identified in the Mortgages, and shall be able to satisfy any of the Companies' Liabilities by application of any of the Mortgaged Properties; and

C. WHEREAS, concurrent with the execution of this 2012 Modification of Loan Documents, the Parties are amending the terms and conditions of the Loans pursuant to those certain 2012 Restated and Amended Loan and Security Agreements for the Companies, and that certain Loan and Security Agreement by and between the Mortgagor and Lender (collectively the "2012 Amendments"); and

D. WHEREAS, the Parties are desirous of reaffirming the various security interests in the Mortgaged Property and confirming the applicability of the Mortgages to secure the Loans, including the terms and conditions contained in the 2012 Amendments.

AGREEMENTS:

NOW, THEREFORE, in consideration of: (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement); (ii) the agreements by Lender to modify the Loans pursuant to the 2012 Amendments; (iii) the covenants and agreements contained herein; and (iv) for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation; Conflict. The above Recitals are incorporated into these numbered Sections below as though fully set forth herein. In the event of a conflict between these numbered Sections below and the above Recitals, the terms and conditions contained in these numbered Sections shall control. In the event of a conflict between the terms and conditions of the Mortgage or any amendments thereto and the terms and conditions hereof, the terms and conditions hereof shall control. Defined terms in the Mortgage shall have the same meaning herein unless an intent is otherwise clearly shown.

2. Mortgage Secures Restructured/Additional Loans. The Mortgage (unless otherwise provided, the term "Mortgage" includes the Assignment of Leases and Rents, Security Agreement and UCC Fixture Financing Statement, which were all collectively granted on April 25, 2005, as amended) is hereby modified to provide that the Mortgage secures the Loans as modified by the 2012 Amendments. All references in the Mortgage to "Loan", "Loans", and "Notes" shall include the Secured Revolving Promissory Notes, Secured Term Promissory Notes, and Term Note identified in the Loan Agreements, which include those terms and conditions provided in the 2012 Amendments.

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

- A. The representations and warranties in the Mortgages, Loan Agreements, and Ancillary Agreements related thereto, are true and correct as of the date hereof.
- B. There is currently no Event of Default (as defined in the Mortgage and/or under the Loan Agreements) under the Mortgage or the Loan Agreements, 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 Mortgage or the other Loan Agreements.

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- C. The Loan Agreements are fully cross defaulted and are all 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 Mortgagor 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 Mortgagor or any other party whose financial statement has been delivered to Lender in connection with the Loans from the date of the most recent financial statement received by Lender.
- E. As of the date hereof, Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Loans or the Loan Documents as modified herein.
- F. This Agreement has been duly executed and delivered on behalf of Mortgagor.

4. Reaffirmation of Collateral Assignment of Beneficial Interest. Cristina Capalnas (the “Beneficiary”) hereby ratifies and affirms: (i) that certain Collateral Assignment of Beneficial Interest in Land Trust dated as of April 25, 2005 made by the Beneficiary in favor of Lender with respect to that certain Trust Agreement dated as of June 17, 1997 and known as Trust No. 11707 with Parkway Bank and Trust Company (as amended, restated, modified or supplemented and in effect from time to time, the “Parkway Bank Collateral ABI”); and (ii) that certain Collateral Assignment of Beneficial Interest in Land Trust dated as of April 25, 2005 made by the Beneficiary in favor of Lender with respect to that certain Trust Agreement dated as of June 10, 1996 and known as Trust No. 96-4074 with Cole Taylor Bank (“Cole Taylor Bank Collateral ABI”) (the Parkway Bank Collateral ABI and the Cole Taylor Bank Collateral ABI are sometimes hereinafter referred to collectively as the “Collateral ABIs”), and reaffirms the grant of the security interest in and assignment to Lender of all rights and interests of the Beneficiary under each Trust Agreement (as defined under the Collateral ABIs) for such purpose in all respects. The Beneficiary agrees that each of the Collateral ABIs are in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Beneficiary in the Collateral ABIs are, as of the date hereof, true and correct and the Beneficiary does not know of any default thereunder. Each of the Collateral ABIs continues to be the valid and binding obligation of the Beneficiary, and enforceable in accordance with the terms thereof. The Beneficiary further agrees that any and all references to “First Midwest Bank, N.A.” in the Collateral ABIs shall mean Lender as “First Midwest Bank, an Illinois banking corporation”, and any successors thereto.

5. Reaffirmation of Expense Reimbursement Obligation. Mortgagor hereby reaffirms Mortgagor’s obligation to pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement and any amendments to the Mortgages, including, without limitation, title charges, recording fees, appraisal fees, attorneys’ fees and expenses.

6. Miscellaneous.

- A. The Parties hereto participated jointly in the negotiation and preparation of this Agreement, and each Party has obtained the advice of legal counsel to review and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any Party. This Agreement shall be construed as if it was jointly prepared by the Parties and any uncertainty or ambiguity shall not be interpreted against one Party and in favor of the other, or with one or the other party being considered the “drafter” of this Agreement.

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- B. Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Mortgagor nor shall privity of contract be presumed to have been established with any third party.
- 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 Agreements and Ancillary Agreements related thereto, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Mortgagor and Lender. All such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Agreements and the Ancillary Agreements related thereto are and remain unmodified and in full force and effect.
- D. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns.
- E. 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, and in particular, the term "Mortgagor" shall be so construed.
- F. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.
- G. Time is of the essence of Mortgagor's obligations under this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of January 15, 2012.

LENDER:

FIRST MIDWEST BANK, an Illinois banking corporation

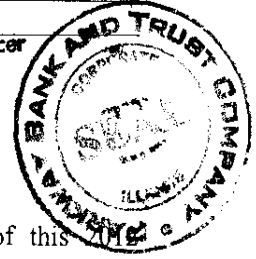
By: *Louis A. Marqughiano*
Name: Louis A. Marqughiano
Title: ESVP

MORTGAGOR:

PARKWAY BANK AND TRUST COMPANY, not personally, but solely as Trustee under Trust Agreement dated June 17, 1997 and known as Trust Number 11707

By: *Diane Y. Peszynski*
Name: Diane Y. Peszynski
Title: Vice President Trust Officer

Printed February 28, 2012 (12: 0p...)
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JOINDER BY BENEFICIARY

CRISTINA CAPALNAS (the "Beneficiary") hereby joins in the execution of this Modification of Loan Documents for the purpose of joining herein, and making, undertaking and agreeing to the covenants, agreements, obligations, representations and warranties contained herein.

IN WITNESS WHEREOF, the Beneficiary has caused this Joinder to 2012 Modification of Loan Documents to be executed effective as of January 15, 2012.

CRISTINA CAPALNAS
CRISTINA CAPALNAS, personally

PARKWAY BANK & TRUST COMPANY IS EXECUTING THIS DOCUMENT SOLELY IN ITS CAPACITY AS LAND TRUSTEE WITH THE AUTHORIZATION AND DIRECTION OF ITS BENEFICIARY AND HAS NO PERSONAL KNOWLEDGE OF ANY OF THE FACTS OR STATEMENTS CONTAINED HEREIN NOR THE ABILITY TO PERFORM ANY OF THE ACTS ASSOCIATED THEREWITH.

This agreement is signed by Parkway Bank & Trust Co. not individually but solely as Trustee. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank & Trust Co. is hereby expressly waived by the parties herein and their respective successors and assigns.

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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 Louis Maraglione, the S.V.P. of FIRST MIDWEST BANK, an Illinois banking corporation, 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 signed and delivered said instrument as own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of March 2012.



Lorraine M Masura
Notary Public

My Commission Expires: 2/26/15

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 the above named Diane Y. Peszynski, Vice President Trust Officer of PARKWAY BANK AND TRUST COMPANY, not personally, but solely as Trustee under a Trust Agreement dated June 17, 1997 and known as Trust Number 11707 ("Trustee") personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President Trust Officer, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of Trustee for the uses and purposes therein set forth, and the said Vice President Trust Officer then and there acknowledged that said Vice President Trust Officer as custodian of the corporate seal of Trustee, caused the corporate seal of Trustee to be affixed to said instrument as said own free and voluntary act and as the free and voluntary act of said corporation as said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of March 2012.



Jo Ann Kubinski
Notary Public

My Commission Expires: 10/5/2015

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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 CRISTINA CAPALNAS 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 she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of MARCH 2012.



Lorraine M. Masura
Notary Public

My Commission Expires: 2/26/15

Cook County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1: THE WEST 17.05 FEET OF THE NORTH 76.08 FEET OF LOT 3 IN BLOCK 1 IN JAMES PEASE'S FIRST IRVING PARK BOULEVARD ADDITION, A SUBDIVISION OF THE NORTH ½ OF THE EAST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1910 IN BOOK 108 OF PLATS, PAGE 23, AS DOCUMENT NO. 4554436, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CONTAINED IN THE DECLARATION RECORDED JULY 31, 1953 AS DOCUMENT LR1475482 IN COOK COUNTY, ILLINOIS.

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