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**TCF NATIONAL BANK**

**THIRD LOAN MODIFICATION  
AGREEMENT**

PREPARED BY:

TIMOTHY S. BREEMS, SR.  
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222 N. LaSalle Street, Suite 700  
Chicago, IL 60601



Doc#: 1219846001 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/16/2012 10:22 AM Pg: 1 of 8

Doc#: Fee: \$4.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 07/16/2012 10:22 AM Pg: 0

This THIRD LOAN MODIFICATION AGREEMENT ("Agreement") is made as of June 15, 2012 by and between D.D.S. Realty, L.P., an Illinois limited partnership ("Borrower"); John Edward Suster as Trustee of the Dewey D. Suster Trust Agreement dated August 14, 2008 ("Original Guarantor") and D S Realty & Development Company, an Illinois corporation ("Additional Guarantor") (Original Guarantor and Additional Guarantor are hereinafter collectively referred to as "Guarantors"); and TCF National Bank, a national banking association ("Bank").

## RECITALS

WHEREAS, Borrower is indebted to Bank under a line of credit as of the date hereof in the outstanding principal balance of Twelve Thousand Seven Hundred Forty Eight and 50/100 Dollars (\$12,748.50) (the "Line of Credit") as evidenced by that certain Commercial Mortgage Revolving Line of Credit Note dated June 15, 2009 in the principal amount of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) executed and delivered by the Borrower to the Bank as decreased to a principal amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00) as modified by that certain Loan Modification and Extension Agreement dated as of June 15, 2010 ("First Modification Agreement") between Borrower, Original Guarantor and the Bank and recorded with the Cook County Recorder on July 15, 2010 as Document No. 1019649011 and as decreased to a principal amount not to exceed Nine Hundred Thousand and 00/100 Dollars (\$900,000.00) and modified by that certain Second Loan Modification, Decrease and Extension Agreement dated as of June 15, 2011 ("Second Modification Agreement") between Borrowers, Guarantors and the Bank Bank and recorded with the Cook County Recorder on October 18, 2011 as Document No. 1129149011 (the "Note"); and

WHEREAS, the Line of Credit is evidenced or secured in part by that certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated June 15, 2009 made by Mortgagor and recorded with the Cook County Recorder of Deeds on June 16, 2009 as Document No. 0916749059 as modified by the First Modification Agreement and Second Modification Agreement (the "Mortgage"), relating to and encumbering the Premises, which

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Mortgage, together with all other documents or instruments evidencing or securing the loan indebtednesses evidenced by the Note are sometimes hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, the Original Guarantor has unconditionally guaranteed the repayment of the Line of Credit and the performance and observance of all of the terms, covenants, and conditions of the Loan Documents pursuant to that certain Unlimited Continuing Guarantee dated June 15, 2009 executed and delivered by Original Guarantor to the Bank as reaffirmed by the First Modification Agreement and Second Modification Agreement (the "Trust Guaranty"); and

WHEREAS, the Additional Guarantor has unconditionally guaranteed the repayment of the Line of Credit and the performance and observance of all of the terms, covenants, and conditions of the Loan Documents pursuant to that certain Unlimited Continuing Guarantee dated June 15, 2011 executed and delivered by Additional Guarantor to the Bank as reaffirmed by the First Modification Agreement (the "Corporate Guaranty"); and

WHEREAS, Borrower desires to extend the maturity date of the Line of Credit, modify the interest rate provisions under the Line of Credit, modify monthly payment provisions under the Line of Credit, and restrict further Advances under the Line of Credit, all pursuant to the terms, covenants and conditions set forth herein; and

WHEREAS, to induce the Bank to extend the maturity date of the Line of Credit, modify the interest rate provisions under the Line of Credit, modify monthly payment provisions under the Line of Credit and restrict further Advances under the Line of Credit, Borrower and Guarantors have offered to enter into this Agreement. The Bank has accepted such offer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Borrower and Guarantors hereby agree with the Bank as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference as if fully set forth in this Paragraph 1 of the Agreement.
2. The Note is hereby modified to delete Paragraphs 1, 2, 3 and 4 of the Note in their entirety and insert in lieu thereof the following Paragraphs 1, 2, 3 and 4:

**"1. INTEREST.** Interest amounts shall accrue on the unpaid principal balance of this Note from and after the date hereof at an interest rate to be adjusted on a daily basis to a rate equal at all times to the Base Rate (defined below) when and as the Base Rate shall change (the "Interest Rate"); **PROVIDED THAT** at no time and in no event shall the Interest Rate hereunder be less than Five percent (5.0%) per annum nor greater than that allowed by applicable law. Interest on this Note shall be computed daily based on a 360-day calendar year for the actual number of days the principal balance is outstanding.

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The term "Base Rate" shall mean a variable annual interest rate, changing from time to time, equal to the rate of interest announced by the Bank as its "Base Rate."

The Bank makes no representation that the Base Rate is the best or lowest interest rate offered by the Bank or by other lenders to borrowers. In the event the Base Rate is no longer announced or published, the Bank in its sole discretion will select a new base rate comparable to the Base Rate and the new base rate or index rate selected by the Bank shall be deemed to be the Base Rate hereunder."

**"2. PRINCIPAL AND INTEREST PAYMENTS.** Payments of accrued interest on this Note ("Interest Payments") shall be due and payable monthly beginning on July 15, 2012 and continuing on the fifteenth (15<sup>th</sup>) day of each calendar month thereafter through and including September 15, 2012 (the "Maturity Date"), at which time the entire unpaid balance of principal, accrued and unpaid interest, fees and charges due hereunder shall be due and payable in full."

**"3. PREPAYMENT.** Any full or partial prepayment of the outstanding principal balance of this Note, whether by acceleration or otherwise, shall be accompanied by payment of all accrued interest, fees and charges hereunder and under any of the other Financing Loan Documents. Any prepayment may be applied by the Bank in its sole discretion to the indebtedness and obligations of Borrower owing to the Bank in such order of application as the Bank in its sole discretion shall determine."

**"4. NO FURTHER ADVANCES.** This Note represents a non-revolving line of credit in the principal amount not to exceed Nine Hundred Thousand and 00/100 Dollars (\$900,000.00) (the "Line of Credit"), the outstanding principal balance of which Line of Credit as of June 15, 2012 is Twelve Thousand Seven Hundred Forty Eight and 50/100 Dollars (\$12,748.50). From and after June 15, 2012, the undersigned may not request any further draws under the Line of Credit under this Note and the Bank shall not be obligated to fund any further amounts under such Line of Credit."

3. Any reference in the Mortgage or any other of the Loan Documents to the Maturity Date of the Line of Credit shall mean September 15, 2012.

4. Each of Guarantors hereby acknowledges and agrees that the Trust Guaranty and Corporate Guaranty signed by each of them shall include, without limitation, an unconditional, irrevocable and absolute guaranty, as principal obligor and not as surety, of the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of Borrower under each of the Note, as modified herein, and the full and prompt performance and observance of all of the warranties, covenants and agreements provided by the Loan Documents, all as modified herein, and all other documents (as such documents are or may be

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modified) evidencing or securing any indebtedness evidenced by the Note, as modified herein, to be performed and observed by the parties who executed said documents. Each of Guarantors reaffirms its respective obligations stated in the Guaranty signed by each of them, consents to the matters affected by this Agreement and agrees that their liability as guarantors shall not be diminished by this Agreement.

5. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Bank in connection with this Agreement, including, without limitation, title charges, recording fees, and attorneys' fees and expenses.

6. Borrower and Guarantors acknowledge and agree with the Bank that the Note, as modified herein, is a valid obligation of Borrower and enforceable in accordance with the terms and provisions thereof; that the security interests granted under the Mortgage, or other Loan Documents to secure the loan evidenced by the Note, as modified herein, and all such security interests heretofore extended by Borrower or others to the Bank to secure such loan is valid and enforceable against the Borrower or others and enforceable liens and security interests against the collateral described therein. Borrower and Guarantors hereby represent, covenant and warrant to the Bank that as of the date hereof, Borrower and Guarantors have no claims, counterclaims, defenses, or set-offs with respect to the loans evidenced by the Note, as modified herein, or any of the terms, covenants or conditions of the Note and Loan Documents, as modified herein, any such claims, counterclaims, defenses, or set-offs being hereby fully waived.

Borrower, Guarantors and each of them, for themselves and their respective successors and assigns, forever release the Bank and its agents, attorneys, servants, employees, officers, successors and assigns (hereinafter collectively "Releasees"), from any and all claims, demands, actions or causes of action, of whatever kind or nature, in law or equity, from the beginning of the world to the date of these presents, including but not limited to, all matters and consequences arising out of the transactions evidenced by the Note, Loan Documents, all as modified herein, or this Agreement. It is further expressly understood and agreed that the Release contained in this Paragraph 6 is intended to cover, and does cover, not only all known losses or damages which Borrower or Guarantors claim or may claim to have sustained, but also includes any and all future losses or damages, not now known or anticipated, but which may later develop or be or become discovered, and including all effects and consequences thereof, and shall further include and cover any and all further or additional facts or circumstances whether known or unknown, now or in the future, to Borrower, Guarantors or to Releasees or to their respective personal representatives, successors or assigns.

7. In all respects, other than those expressly amended, modified, increased or supplemented hereby, Borrower and Guarantors do hereby ratify and confirm the provisions, terms and conditions of the Note and each of the Loan Documents, all as modified herein.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year above written.

**BORROWER**

D.D.S. Realty, L.P., an Illinois limited partnership,

By: D S Realty & Development Company,  
an Illinois corporation, its General Partner,

By: [Signature]  
Name: John Edward Suster  
Title: President

**GUARANTORS**

Dewey D. Suster Trust dated August 14, 2008,

By: [Signature]  
Name: John Edward Suster  
Title: Trustee

D S Realty & Development Company,  
an Illinois corporation,

By: [Signature]  
Name: John Edward Suster  
Title: President

**BANK**

~~TCE National Bank,~~

By: [Signature]  
Name: Cynthia Gatties  
Title: Vice President

Property of Court 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 John Edward Suster, personally known to me to be the same person whose name as President of D S Realty & Development Company, an Illinois corporation, General Partner of D.D.S. Realty L.P, an Illinois limited partnership, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said D S Realty & Development Company, an Illinois corporation, and D.D.S. Realty, L.P., an Illinois limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28<sup>th</sup> day of June, 2012.

My Commission Expires: 11/24/14

*Theresa Strnad*  
Notary Public



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that John Edward Suster, personally known to me to be the same person whose name as Trustee of the Dewey D. Suster Trust dated August 14, 2008, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and the free and voluntary act of Dewey D. Suster Trust dated August 14, 2008 for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28<sup>th</sup> day of June, 2012.

My Commission Expires: 11/24/14

*Theresa Strnad*  
Notary Public



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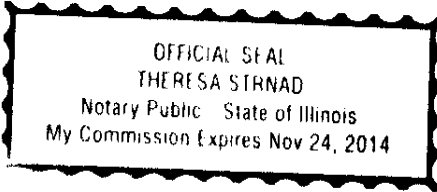
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that John Edward Suster, personally known to me to be the same person whose name as President of D S Realty & Development Company, an Illinois corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said D S Realty & Development Company, an Illinois corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28<sup>th</sup> day of June, 2012.

My Commission Expires: 11/24/14

*Theresa Starnad*  
Notary Public



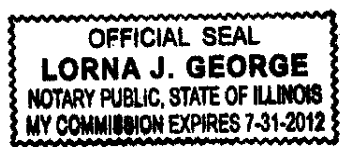
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that CYNTHIA GATTIES, personally known to me to be the same person whose name is as VICE PRESIDENT of TCF National Bank, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary acts of said TCF National Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28<sup>th</sup> day of JUNE, 2012

*Lorna J. George*  
Notary Public

My Commission Expires: \_\_\_\_\_



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**EXHIBIT A**  
To  
**THIRD LOAN MODIFICATION AND EXTENSION AGREEMENT**

**LEGAL DESCRIPTION**

**PARCEL 1:**

THE WEST 3 FEET OF LOT 28 AND THE EAST 1/2 OF LOT 29 IN THE SUBDIVISION OF THE EAST 10 ACRES OF BLOCK 19 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-29-427-038

ADDRESS: 846 W. Fullerton, Chicago, IL 60614

**PARCEL 2:**

LOT 34 IN BLOCK 2 IN JAMES MORGAN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 10 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-32-216-036

ADDRESS: 2110 N. Sheffield, Chicago, IL 60614

**PARCEL 3:**

THE EAST 28 FEET OF THE WEST 1/2 OF LOT 1 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 17 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-29-414-017

Address: 1107 W. Wrightwood, Chicago, IL 60614