



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

Aronberg Goldgehn Davis & Garmisa
330 North Wabash Avenue, Suite 1700
Chicago, Illinois 60611
Attention: Ned S. Robertson

Doc#: 1221539078 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/02/2012 01:12 PM Pg: 1 of 11

Addresses:
7643 South Ada
Chicago, Illinois 60620

813-21 East 7th Street
Chicago, Illinois 60649

P.I.N.s: 20-29-309-005-0000, 20-26-300-021-0000 and 20-26-300-022-0000

MODIFICATION TO MORTGAGES AND LOAN DOCUMENTS

THIS MODIFICATION TO MORTGAGES AND LOAN DOCUMENTS (this "Modification") is entered into on June __, 2012, but is effective as of May 31, 2011 (the "Effective Date"), by and among **STAR DETECTIVE & SECURITY AGENCY INCORPORATED**, an Illinois corporation ("Borrower"), **CHICAGO TITLE LAND TRUST COMPANY**, not personally but as Trustee UTA dated December 1, 1997, and known as Trust Number 1105175 ("Chicago Title Trustee"), **NORTH STAR TRUST COMPANY**, not personally but as Successor Trustee to Park National Bank, Successor Trustee to Chicago City Bank and Trust Company, a corporation of Illinois, UTA dated July 27, 1970, and known as Trust Number 8647 ("North Star Trustee" which together with Chicago Title Trustee is sometimes referred to herein as "Mortgagors") **ALMEDA DUNN** ("Guarantor" or "Beneficiary") and **URBAN PARTNERSHIP BANK**, as successor in interest to the Federal Deposit Insurance Corporation, as receiver for ShoreBank ("Lender").

WITNESSETH:

WHEREAS, on or about June 27, 1996, Lender made a loan to Borrower as evidenced by that certain Loan Agreement dated as of June 27, 1996, executed and delivered by Borrower in favor of Lender in an original principal amount not to exceed of \$500,000.00 (in: "Note"); and

WHEREAS, the Note is secured under and pursuant to, among other things: (i) that certain Loan and Security Agreement dated as of June 27, 1996, executed and delivered by Borrower in favor of Lender (the "Loan Agreement"); (ii) that certain Mortgage and Assignment of Rents dated as of June 27, 1996, executed and delivered by **VIVIAN WILSON** ("Vivian") in favor of Lender, covering the real property commonly known as 7643 South Ada Street, Chicago, Illinois 60620, as more particularly described on **Exhibit A** attached hereto (the "Ada Property"), and recorded with the Cook County Recorder of Deeds (the "Recorder") on July 24, 1996, as document number 96577251 (the "Ada Mortgage"); (iii) that certain First Mortgage, Security Agreement and Assignment of Leases and Rents dated as of June 27, 1996, executed

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and delivered by North Star Trustee in favor of Lender, covering the real property commonly known as 813-21 East 75th Street, Chicago, Illinois 60619, as more particularly described on **Exhibit B** attached hereto (the “75th Property”), and recorded with the Recorder on July 24, 1996, as document number 96577257 (the “75th Mortgage” which together with the Ada Mortgage, and all amendments and restatements of the foregoing, are sometimes referred to herein as the “Mortgages”); and (iv) that certain Guaranty dated as of October 31, 1999, executed and delivered by Almeda Dunn in favor of Lender (the “Guaranty” which collectively with the Note, Loan Agreement, Ada Mortgage, 75th Mortgage and all other agreements, documents and instruments executed in connection with or otherwise evidencing the indebtedness due under the Note, as each may be amended, modified, supplemented, restated or replaced from time to time, are referred to herein as the “Loan Documents,” and each a “Loan Document”); and

WHEREAS, the Loan Documents were amended and/or restated by, among other things: (i) that certain Loan Modification Agreement dated as of July 1, 1997, executed and delivered by Borrower and Vivian in favor of Lender; (ii) that certain Second Loan Modification Agreement dated as of August 1, 1998, executed and delivered by Borrower and Vivian in favor of Lender; (iii) that certain Third Loan Modification Agreement dated as of October 31, 1999, executed and delivered by Borrower, Vivian and North Star Trustee in favor of Lender; (iv) that certain Fourth Loan Modification Agreement dated as of April 1, 2003, executed and delivered by Borrower, Guarantor and North Star Trustee in favor of Lender; (v) that certain Fifth Loan Modification Agreement dated as of December 31, 2004, executed and delivered by Borrower and Guarantor in favor of Lender; (vi) that certain Mortgage dated as of January 20, 2005, executed and delivered by Chicago Title Trustee in favor of the Lender on the Ada Property, recorded with the Recorder on May 4, 2005, as document number 0512441002; (vii) that certain Mortgage dated as of January 20, 2005, executed and delivered by North Star Trustee in favor of the Lender on the 75th Property, recorded with the Recorder on May 4, 2005, as document number 0512441005; (viii) that certain Commercial Guaranty dated as of January 20, 2005, executed and delivered by Guarantor in favor of Lender; (ix) that certain Amended and Restated Promissory Note dated as of January 31, 2007, in an original principal amount not to exceed \$1,000,000.00 executed and delivered by Borrower in favor of Lender; (x) that certain Modification of Mortgage dated as of November 30, 2008, executed and delivered by Chicago Title Trustee in favor of the Lender on the Ada Property, recorded with the Recorder on June 24, 2009, as document number 0917547043; (xi) that certain Modification of Mortgage dated as of November 30, 2008, executed and delivered by North Star Trustee in favor of the Lender on the 75th Property, recorded with the Recorder on June 24, 2009, as document number 0917547044; (xii) that certain Collateral Assignment of Beneficial Interest dated as of November 30, 2008, executed and delivered by Beneficiary in favor of Lender assigning all of Beneficiary’s interest in the Ada Property and all other property held by Chicago Title Trustee in Trust Number 1105175; (xiii) that certain Collateral Assignment of Beneficial Interest dated as of November 30, 2008, executed and delivered by Beneficiary in favor of Lender assigning all of Beneficiary’s interest in the 75th Property and all other property held by North Star Trustee in Trust Number 8647; (xiv) that certain Amended and Restated Promissory Note dated as of August 31, 2009, in an original principal amount not to exceed \$1,000,000.00 executed and delivered by Borrower in favor of Lender; (xv) that certain Amended and Restated Promissory Note dated as of May 31, 2010, in an original principal amount not to exceed \$1,000,000.00 executed and delivered by

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Borrower in favor of Lender; and (xvi) that certain Business Loan Agreement dated as of May 31, 2010, executed and delivered by Borrower in favor of Lender; and

WHEREAS, the Note matured on May 31, 2011, and Borrower and Guarantor have requested that Lender extend the maturity date of the Note to May 31, 2013, and Lender has agreed to do so, subject to the terms and conditions of this Modification.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Borrower, Guarantor, Chicago Title Trustee, North Star Trustee (the foregoing sometimes collectively referred to herein as the "Obligors") and Lender hereby agree as follows:

1. Incorporation by Reference. The foregoing recitals are incorporated herein as if fully set forth below.
2. Definitions. Except as otherwise expressly indicated herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Loan Agreement, the Note and/or the other Loan Documents, as applicable. All references in the Loan Agreement, the Note and the other Loan Documents to any Loan Document shall mean such Loan Document as amended hereby.
3. Amendments. From and after the Effective Date:
 - (a) All references in the Note, Mortgages, Loan Agreement or other Loan Documents to a maturity date of May 31, 2011, are hereby deleted and replaced with May 31, 2013, and the maturity date shall be May 31, 2013.
 - (b) The last two sentences of the VARIABLE INTEREST RATE paragraph of the Note are hereby deleted and replaced with the following:

"Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the greater of from time to time the Index plus two and one-quarters percent (2.25%) and five and one-half percent (5.50%) ("Stated Interest Rate"). NOTICE: Under no circumstances will the interest rate on this Note be less than 5.50% per annum or more than the maximum rate allowed by applicable law."
 - (c) The Clean Up Provision paragraph of the Note and the Loan Agreement are hereby deleted.
 - (d) The following sub-sub-paragraph is added to the end of the sub-paragraph Financial Statements, under the AFFIRMATIVE COVENANTS paragraph of the Loan Agreement:

"Accounts Receivable Aging Report and Borrowing Base Certificate. As soon as available, but in no event later than twenty (20) days after the end of each month, and concurrently with any request by Borrower for an

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Advance, Borrower's accounts receivable aging report and borrowing base certificate for the period then ended, prepared by Borrower."

(e) The following sub-paragraph is added to AFFIRMATIVE COVENANTS paragraph on page 3 of the Loan Agreement:

"Tangible Net Worth. Borrower shall maintain at all times while any indebtedness remains owing under the Note, a minimum Tangible Net Worth equal to not less than two times Borrower's total liabilities as listed on the most recent financial statements delivered to Lender. "Tangible Net Worth" shall mean the sum of the excess of total assets of Borrower over total liabilities of Borrower. For purposes hereof, total assets and total liabilities shall each be determined in accordance with GAAP consistently applied, deducting, however, from the determination of total assets, all prepaid expenses and all assets which would be classified as intangible assets under GAAP including, without limitation, goodwill, patents, trademarks, trade names, copyrights, franchises and deferred charges (such as unamortized debt discount and expense, organization costs and deferred research and development expense) and similar assets and excluding there from the write-up of assets above cost and any and all assets created by loans to shareholders, members, managers, employees and agents of Borrower and adding back subordinated debt which has been approved by Lender."

(f) The reference to "\$500,000.00" in the MAXIMUM LIEN paragraph of the Mortgages is hereby deleted and replaced with "\$2,000,000.00."

(g) The definition of Note in the Mortgage shall be deleted in its entirety and replaced with the following:

"Note. The word "Note" means that certain Amended and Restated Promissory Note dated as of May 31, 2010, in an original principal amount not to exceed \$1,000,000.00, bearing interest at a rate of 2.25% over the Index, as defined in the Note, and maturing on May 31, 2013, executed and delivered by Borrower in favor of Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for each such Note.

4. Conditions Precedent. As a condition precedent to the agreements contained herein and Lender's obligations hereunder, Borrower shall pay to Lender: (i) Three Hundred Thousand and 00/100 Dollars (\$300,000.00), which amount shall be applied to the principal balance then owing under the Note; and (ii) a loan modification fee of \$1,000.00, plus all out-of-pocket costs and expenses incurred by Lender in connection with this Modification, including, without limitation, attorneys' fees and expenses. Said loan modification fee shall be fully earned by Lender as of the Effective Date.

5. Waivers by Lender. Upon execution and delivery hereof, and compliance by Borrower with all conditions precedent hereto, Lender waives any default resulting from Borrower's breach of the CLEAN UP PROVISION paragraph of the Note and the Loan

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Agreement for Borrower's fiscal year which ended December 31, 2010, and Lender waives any default interest accruing under the Note from and after May 31, 2011.

6. Representations and Warranties. Obligors hereby represent, covenant and warrant to Lender as follows:

(a) The representations, warranties and covenants in the Loan Documents are true, correct and complete in all material respects as of the date hereof.

(b) There is currently no Event of Default under the Note, either of the Mortgages or any other Loan Document and none of Obligors has knowledge of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under any of the Note, either of the Mortgages or any other Loan Document.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Modification, continue to be the legal, valid and binding obligations of Obligors enforceable in accordance with their respective terms.

(d) There has been no material adverse change in the financial condition of Borrower or Guarantor from the date of the most recent financial statements received by Lender, if any.

(e) As of the date hereof, none of Obligors has any claims, counterclaims, defenses or setoffs with respect to the Note or the other Loan Documents, as modified herein.

7. Ratification. Obligors hereby ratify and confirm their liabilities and obligations under the Loan Documents, as amended and/or modified hereby, and in respect to the liens and security interests created thereby, and acknowledge that they have no defenses, claims or setoffs to the enforcement by Lender of the obligations and liabilities of any one or more of Obligors under any such document or in any document referred to in any such document.

8. Reaffirmation of Loan Documents. Except as expressly provided herein, the Note, the Loan Agreement and each Loan Document are and shall remain unmodified and in full force and effect.

9. Counterparts; Governing Law. This Modification may be executed and delivered in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile or otherwise electronically transmitted counterpart hereof shall be deemed to be an original for all intents and purposes.

10. JURY WAIVER. OBLIGORS AND LENDER KNOWINGLY AND IRREVOCABLY WAIVE THE RIGHT OF JURY TRIAL WITH RESPECT TO ANY CONTROVERSY OR CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT AND THE NOTE AND MORTGAGES AS AMENDED HEREBY.

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11. Waiver of Defenses. Obligors waive every present and future affirmative defense, defense (other than the defense of payment in full), cause of action, counterclaim or setoff, including, but not limited to, breach of the duty of good faith and fair dealing, which any of them may now have or hereafter may have to any action by Lender seeking to enforce the Loan Agreement, the Note, the Mortgages and the other Loan Documents, or any one or more of them. This provision is a material inducement for Lender granting any financial accommodation to Borrower.

12. Exculpation. This Modification is executed by Chicago Title Trustee and North Star Trustee, each not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that each Trustee merely holds title to the Ada Property or the 75th Property, respectively, and has no agents, employees or control over the management of the Ada Property or the 75th Property, respectively, and no knowledge or of other factual matters except as represented to the Trustee by the respective beneficiary thereof. No personal liability or personal responsibility is assumed by or shall at any time by asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Modification, all such liability being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder; and Lender shall look solely to the Trust estate or the Ada Property or the 75th Property, respectively, conveyed for the payment of the amounts owing under the Note, by the enforcement of the lien or liens previously created.

[Signature page follows]

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IN WITNESS HEREOF, the parties have executed and delivered this Modification to Mortgages and Loan Documents as of the date first above written.

BORROWER:

STAR DETECTIVE & SECURITY AGENCY INCORPORATED, an Illinois corporation

By: _____
Name: Almeda E. Dunn
Title: _____

MORTGAGORS:

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee UTA dated December 1, 1997, and known as Trust Number 1105175

By: _____
Name: Harriet Denisevicz
Title: Trust Officer

Chicago Title Land Trust Company, successor trustee to NORTH STAR TRUST COMPANY, not personally but as Successor Trustee to Park National Bank, Successor Trustee to Chicago City Bank and Trust Company, a corporation of Illinois, UTA dated July 27, 1970, and known as Trust Number 8647

By: _____
Name: Harriet Denisevicz
Title: Trust Officer

GUARANTOR/BENEFICIARY:

Almeda E. Dunn
Almeda Dunn

LENDER:

URBAN PARTNERSHIP BANK, as successor in interest to the Federal Deposit Insurance Corporation, as receiver for ShoreBank

By: _____
Name: Robert Marjan
Title: Director, Resolution Portfolio

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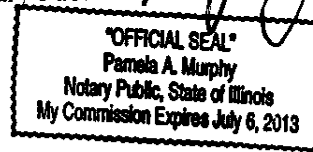
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Almeda Duan, _____ of **STAR DETECTIVE & SECURITY AGENCY INCORPORATED**, an Illinois corporation, who 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/she signed and delivered such instrument as his/her own free and voluntary act, and the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal this 25 day of July, 2012.

Pamela A. Murphy

Notary Public



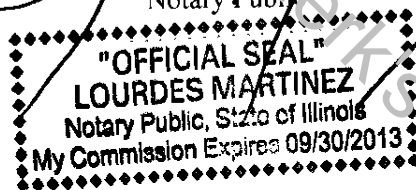
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Harriet Denisevicz, Trust / Officer of **CHICAGO TITLE LAND TRUST COMPANY**, not personally but as Trustee UTA dated December 1, 1997, and known as Trust Number 1105175, who 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/she signed and delivered such instrument as his/her own free and voluntary act, and the free and voluntary act of said land trust, for the uses and purposes set forth therein.

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

Lourdes Martinez

Notary Public



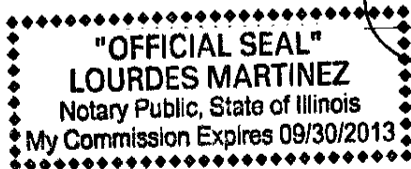
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Harriet Denisevicz, Trust / Officer of **CHICAGO TITLE LAND TRUST COMPANY**, not personally but as Successor Trustee to Park National Bank, Successor Trustee to Chicago City Bank and Trust Company, a corporation of Illinois, UTA dated July 27, 1970, and known as Trust Number 8647, who 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/she signed and delivered such instrument as his/her own free and voluntary act, and the free and voluntary act of said land trust, for the uses and purposes set forth therein.

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

Lourdes Martinez

Notary Public



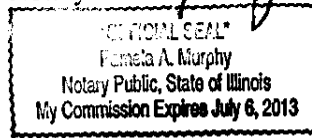
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that **ALMEDA DUNN**, 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 such instrument as her own free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal this 25 day of July, 2012.

Pamela A. Murphy
Notary Public

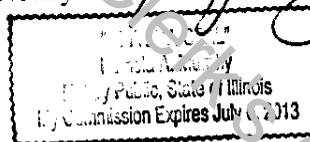


STATE OF ILLINOIS)
) .SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Robert M. Kagan, Director of **URBAN PARTNERSHIP BANK**, as successor in interest to the Federal Deposit Insurance Corporation, as receiver for ShoreBank, 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/she signed and delivered said instrument as his/her own free and voluntary act, and the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25 day of July, 2012.

Pamela A. Murphy
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION – ADA PROPERTY

LOT 5 IN HYLANDS SUBDIVISION OF THE WEST 187.5 FEET OF BLOCK 24 OF JONES SUBDIVISION OF PART OF THE WEST ½ OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1926, AS DOCUMENT NUMBER 8529008 IN COOK COUNTY, ILLINOIS.

Commonly known as: 7643 South Ada, Chicago, Illinois 60620

P.I.N.: 20-29-309-005-0000

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EXHIBIT B

LEGAL DESCRIPTION – 75TH PROPERTY

PARCEL 1: LOT 5 AND THE WEST ½ OF LOT 4 IN BLOCK 51 IN CORNELL, BEING A SUBDIVISION OF SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 3 AND THE EAST ½ OF LOT 4 IN BLOCK 51 IN CORNELL, BEING A SUBDIVISION OF SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 813-21 East 75th Street, Chicago, Illinois 60649

P.I.N.s: 20-26-300-021-0000 and 20-26-300-022-0000