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Doc#: 1230046116 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/26/2012 03:55 PM Pg: 1 of 8

TCF NATIONAL BANK

**NOTE MODIFICATION
AND EXTENSION AGREEMENT AND
AMENDMENT TO MORTGAGE**

This document prepared by and mail to:

*Timothy S. Breems, Sr.
Ruff, Weidenhaar & Reidy, Ltd.
222 N. LaSalle Street, Suite 700
Chicago, IL 60601*

This Box For Recorder's Use Only

NOTE MODIFICATION AND EXTENSION AGREEMENT AND AMENDMENT TO MORTGAGE

This Note Modification and Extension Agreement and Amendment to Mortgage ("Agreement") is made as of September 1, 2012 by and between 1234 N. Halsted, LLC, an Illinois limited liability company, Tempus Properties LLC #6, an Illinois series limited liability company, and Tempus Real Estate Group, Inc., an Illinois corporation (hereinafter collectively referred to as "Borrowers"); Zafar Hussain ("Guarantor"); and TCF National Bank, a national banking association (hereinafter referred to as the "Bank").

RECITALS

WHEREAS, Borrowers are indebted to the Bank in the principal amount not to exceed Four Hundred Fifty Five Thousand and 00/100 Dollars (\$455,000.00) (the "Loan") plus interest thereon as evidenced by that certain Commercial Non-Revolver Note dated September 1, 2011 in the principal amount not to exceed Four Hundred Fifty Five Thousand and 00/100 Dollars (\$455,000.00) executed and delivered by Borrowers to the Bank (the "Note");

WHEREAS, the Loan is further evidenced or secured in part by that certain that certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated September 1, 2011 made by Tempus Properties LLC #6, an Illinois series limited liability company (sometimes referred to herein as "Mortgagor"), and recorded with the Cook County Recorder of Deeds on October 7, 2011 as Document No. 1128046036 (the "Mortgage"), which Mortgage relates to and encumber the property legally described on Exhibit A attached hereto and made a part hereof (the "Premises"). The Mortgage and all other documents or instruments evidencing or securing the Loan are sometimes hereinafter collectively referred to as the "Loan Documents".

WHEREAS, Guarantor has unconditionally guaranteed to the Bank the repayment of the Loan and the performance and observance of the Loan Documents pursuant to a written

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guaranty of dated September 1, 2011 executed and delivered to the Bank (the "Guaranty"); and

WHEREAS, Borrowers desire to extend the maturity date of the Loan pursuant to the terms, covenants and conditions of this Agreement and the makers of each of the Note A, Letter of Credit Note, Note G and MonAmi Note referenced in the Mortgage desire to extend the maturity date of the respective loans evidenced by said notes; and

WHEREAS, to induce the Bank to extend the maturity date of the Loan, Borrowers and Guarantor 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, Borrowers and Guarantor 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 Maturity Date of the Loan evidenced by the Note is extended to October 1, 2012. Any reference in the Note, Mortgage or any other of the Loan Documents to the maturity date of the Loan evidenced by the Note or any of those loans evidenced by each of the Note A, Letter of Credit Note, Note G and MonAmi Note referenced in the Mortgage shall mean October 1, 2012.
3. Guarantor hereby acknowledges and agrees that the Guaranty signed by him 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 Borrowers under the Note as extended and modified herein and the full and prompt performance and observance of all of the warranties, covenants and agreements provided by each of the Loan Documents, as extended and modified herein, and all other documents (as such documents are or may be modified) evidencing or securing any indebtedness evidenced by said Note as extended and modified herein to be performed and observed by the parties who executed said documents. Guarantor reaffirms his obligations stated in the Guaranty, consents to the matters affected by this Agreement and agrees that his liabilities as guarantor shall not be diminished by this Agreement.
4. Each of Borrowers and Guarantor acknowledges and agrees with the Bank that the Note as extended and modified herein is a valid obligation of Borrowers and enforceable in accordance with the terms and provisions thereof; that the security interests granted under any of the Mortgage or other Loan Documents to secure the Loan evidenced by the Note as modified and extended herein and all such security interests heretofore extended by Borrowers or others to the Bank to secure such Loan are valid and enforceable against the Borrowers or others and enforceable liens and security interests against the collateral described therein. Each of Borrowers and Guarantor hereby represents, covenants and warrants to the Bank that as of the date hereof, Borrowers and Guarantor have no claims, counterclaims, defenses, or set-offs with

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respect to the Loan evidenced by the Note or any of the terms, covenants or conditions of the Note or the Loan Documents, as modified herein, any such claims, counterclaims, defenses, or set-offs being hereby fully waived.

Borrowers, Guarantor 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, the Loan Documents, or this Agreement. It is further expressly understood and agreed that the Release contained in this Paragraph 4 is intended to cover, and does cover, not only all known losses or damages which Borrowers or Guarantor claims 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 Borrowers, Guarantor or to Releasees or to their respective personal representatives, successors or assigns.

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

6. In all respects, other than those expressly amended, modified, or supplemented hereby, Borrowers and Guarantor do hereby ratify and confirm the provisions, terms and conditions of the Mortgage and Loan Documents as modified herein.

[SIGNATURE PAGE FOLLOWS]

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

Address:
1234 N. Halsted
Chicago, IL 60622

BORROWERS:

1234 N. Halsted, LLC,
an Illinois limited liability company

By: Zafar Hussain
Name: Zafar Hussain
Title: Manager

Tempus Real Estate Group, Inc.,
an Illinois corporation

By: Zafar Hussain
Name: Zafar Hussain
Title: President

Tempus Properties LLC #6,
an Illinois series limited liability company,

By: Zafar Hussain
Name: Zafar Hussain
Title: Manager

GUARANTOR:

Zafar Hussain
Name: Zafar Hussain

BANK:

TCF National Bank,

By: William B. Weall
Name: WILLIAM B. WEALL
Title: VICE PRESIDENT

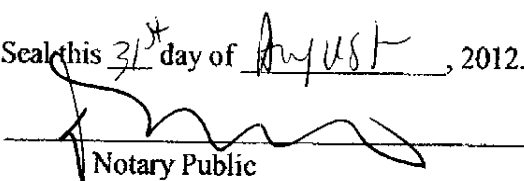
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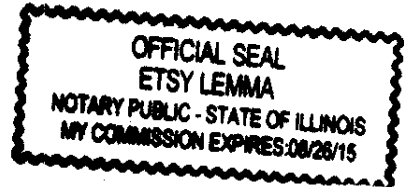
STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Zafar Hussain, personally known to me to be the same person whose name is as Manager of 1234 N. Halsted, LLC, an Illinois limited liability company, 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 1234 N. Halsted, LLC, an Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of August, 2012.

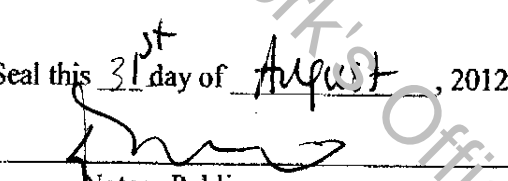
My Commission Expires: 8/26/15  Notary Public

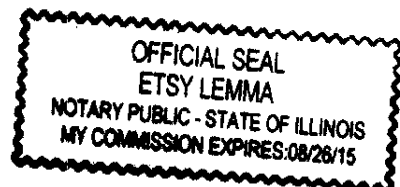
STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Zafar Hussain, personally known to me to be the same person whose name is as President of Tempus Real Estate Group, Inc. 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 Tempus Real Estate Group, Inc., an Illinois corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of August, 2012.

My Commission Expires: 8/26/15  Notary Public

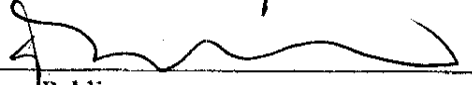


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STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

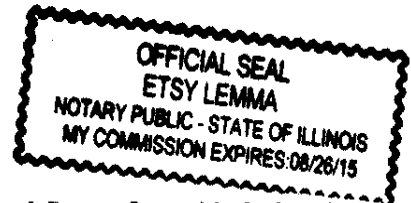
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Zaffar Hussain, personally known to me to be the same person whose name is as Manager of Tempus Properties LLC #6, an Illinois series limited liability company, subscribed to the foregoing instrument, 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 series limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of August, 2012.



Notary Public

STATE OF ILLINOIS)
)ss.
COUNTY OF _____)



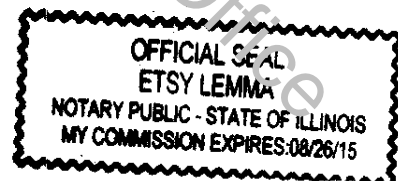
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Zafar Hussain, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of August, 2012.

My Commission Expires: 8/26/15



Notary Public

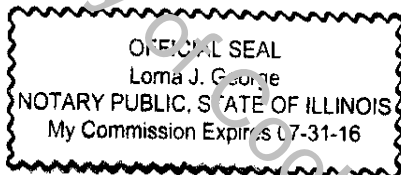


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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM B. WEALL, VICE PRESIDENT, of TCF National Bank, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT of TCF National Bank, a national banking association, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said TCF National Bank, a national banking association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7TH day of SEPTEMBER, 2012.



Lorna J. George
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

LOT 14 IN BLOCK 5 IN WOODLAWN RIDGE SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 6551 S. INGLESIDE, CHICAGO, IL

PIN: 20-23-115-017-0000

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