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**THIS DOCUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:**

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street
Suite 2910
Chicago, IL 60603



ADDRESS OF PROPERTY:
2809-2825 North Ashland Avenue
Chicago, IL 60657

Doc#: 1230544060 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/31/2012 09:12 PM Pg: 1 of 12

PERMANENT INDEX NOS.:

14-29-128-001-0000
14-29-128-002-0000
14-29-128-006-0000

SECOND LOAN MODIFICATION AGREEMENT

THIS SECOND LOAN MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of the 15th day of September, 2012 by and among **MB FINANCIAL BANK, N.A.** (herein called "Lender"), **LEO WIZNITZER** (herein called "Wiznitzer"), **LELYN LAKEVIEW PROPERTIES, L.P.**, an Illinois limited partnership (herein called "Lelyn Lakeview"), and **CHICAGO TITLE LAND TRUST COMPANY, successor trustee to LaSalle Bank National Association, successor trustee to American National Bank & Trust Company of Chicago, not personally but solely as trustee under Trust Agreement dated August 16, 1993 and known as Trust No. 11820** (herein called "Trust 11820").

WITNESSETH:

WHEREAS, Trust 11820 is the owner of certain real estate commonly known as 2809-2825 North Ashland Avenue, which is located in the City of Chicago, County of Cook, State of Illinois and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Lender has heretofore made a revolving line of credit mortgage loan (the "Loan") to Wiznitzer in the original principal sum of One Hundred Thousand Dollars and No Cents (\$100,000.00), which has subsequently been increased to Nine Hundred Eighty Thousand Dollars and No Cents (\$980,000.00); and

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "Loan Documents") each of which is dated as of June 30, 2011 unless otherwise stated:

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(a) Revolving Line of Credit Note (the "Note") made by Wiznitzer to Lender in the stated principal sum of One Hundred Thousand Dollars and No Cents (\$100,000.00);

(b) Junior Mortgage (herein called the "Mortgage") made by Trust 11820 to Lender encumbering the Premises and the improvements thereon and all other property, assets and collateral therein described, which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") as Document No. 1118829036;

(c) Junior Assignment of Rents and Leases made by Trust 11820, as assignor, to Lender, as assignee, which was recorded in the Recorder's Office as Document No. 1118829037;

(d) Revolving Line of Credit Agreement made by Wiznitzer in favor of Lender;

(e) Security Agreement made by Wiznitzer and Trust 11820 in favor of Lender;

(f) Uniform Commercial Code Financing Statements made by Trust 11820, Wiznitzer and Lelyn Lakeview, as debtors, to Lender, as secured party, which were recorded in the Recorder's Office as Document No. 1118829038 and filed with the Illinois Secretary of State as Document No. 16420859;

(g) Environmental Indemnity Agreement made by Wiznitzer and Lelyn Lakeview in favor of Lender;

(h) Closing Certificate made by Wiznitzer and Lelyn Lakeview in favor of Lender;

(i) Revolving Line of Credit Agreement made by Wiznitzer in favor of Lender (herein called the "Loan Agreement");

(j) Loan Modification Agreement by and between Lender, Wiznitzer, Lelyn Lakeview and Trust 11820 dated September 13, 2011, which was recorded in the Recorder's Office as Document No. 1128544073; and

(k) Guaranty dated September 13, 2011 made by Wiznitzer in favor of Lender; and

WHEREAS, Wiznitzer, Trust 11820, Lelyn Lakeview and Lender have agreed to certain modifications to the Loan Documents; and

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WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed, as of the date hereof, as follows:

1. **Preambles.** The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.

2. **Definitions.** All capitalized terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.

3. **Amendments to Note.** In addition to any other modifications contained in this Agreement and notwithstanding anything to the contrary contained in the Note, the Note is hereby amended as follows:

(a) Subsection 2.C of the Note is deleted in its entirety and is hereby replaced with the following:

C. "Maturity Date" shall mean and refer to December 15, 2012.

(b) Subsection 2.G of the Note is deleted in its entirety and is hereby replaced with the following:

G. "Regular Rate" shall mean interest payable at the rate equal to the **greater of:** (i) MB Reference Rate plus One Percent (1.0%), or (ii) Four and One-Quarter Percent (4.25%) per annum.

4. **Amendments to Mortgage.** In addition to any other modifications contained in this Agreement and notwithstanding anything to the contrary contained in the Mortgage, the Mortgage is hereby amended as follows:

(a) The first WHEREAS paragraph on page 1 of the Mortgage is deleted in its entirety and is hereby replaced with the following:

WHEREAS, **LEO WIZNITZER** has, concurrently herewith, executed and delivered to the Mortgagee, that certain Revolving Line of Credit Note (herein called the "Note") dated the date hereof, in the original principal sum of One Hundred Thousand Dollars and No

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Cents (\$100,000.00) payable to the order of the Mortgagee, bearing interest at the rate equal to the **greater of**: (i) MB Reference Rate plus One Percent (1.0%), or (ii) Four and One-Quarter Percent (4.25%) per annum, with a maturity date of October 15, 2012. "MB Reference Rate" shall mean and refer to the rate per annum then, and from time to time, most recently charged, announced or published by Mortgagee as its Reference Rate; and

(b) Subsection 23.A is deleted in its entirety and is hereby replaced with the following:

A. Upon an Event of Default, Mortgagee shall be entitled to have appointed a receiver of the Premises and the Mortgagor for itself and for any subsequent owner and/or mortgagor of the Premises hereby waives any and all defenses and objections to the application for a receiver as above provided and hereby specifically consents to such appointment;

(c) The Mortgage is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

5. **Amendments to Loan Documents.** In addition to any other modifications contained in this Agreement and notwithstanding anything to the contrary contained in the therein, the Loan Documents are modified to secure the Note as hereby modified and are deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

6. **Continued Priority.** In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

7. **Lender Expenses.** Lelyn Lakeview agrees to pay all reasonable costs, fees and expenses (including but not limited to legal fees) incurred by Lender in connection with the preparation of this Agreement. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other reasonable fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.

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8. **Ratification.** The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.

9. **Release.** Wiznitzer, Trust 11820, Lelyn Lakeview 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 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 Agreement 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 Agreement, 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 Agreement. The foregoing release is intended to be, and is, a full, complete 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 Agreement. 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 Agreement voluntarily with full knowledge of the significance of this 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 Agreement. The Mortgagor Parties agree to hold harmless the Mortgagee Parties with respect to any of the Claims brought by any of the Mortgagee Parties.

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10. **Counterpart.** This Agreement may be executed in separate counterparts and such counterparts, taken together, shall constitute a fully executed and enforceable Agreement.

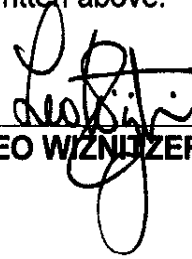
11. **Exculpation.** It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of CHICAGO TITLE LAND TRUST COMPANY as aforesaid ("Trustee") while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

(Signature Page Follows)

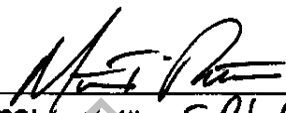
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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.

MB FINANCIAL BANK, N.A.



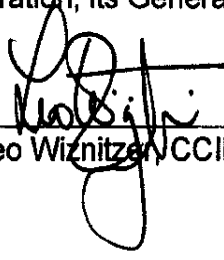
LEO WIZNITZER, CCIM

By: 
Name: Matthew T. Robertson
Its: MB

CHICAGO TITLE LAND TRUST COMPANY, not personally but solely as Trustee as aforesaid **LELYN LAKEVIEW PROPERTIES, L.P., an Illinois limited partnership**

By: THE LELYN GROUP, INC., an Illinois corporation, its General Partner

By: _____
Name: _____
Its: _____

By: 

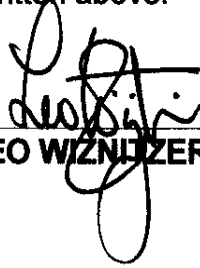
Leo Wiznitzer, CCIM, President

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.

MB FINANCIAL BANK, N.A.

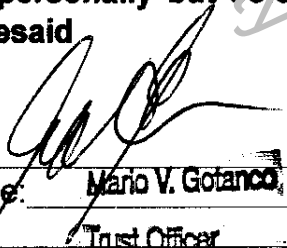


LEO WIZNITZER, CCIM

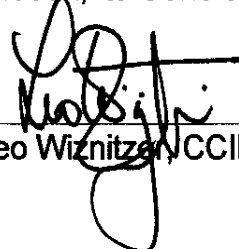
By: _____
Name: _____
Its: _____

**CHICAGO TITLE LAND TRUST COMPANY,
not personally but solely as Trustee as
aforesaid**

**LELYN LAKEVIEW PROPERTIES, L.P.,
an Illinois limited partnership**


By: _____
Name: **Mario V. Gotanco**
Its: **Trust Officer**

By: **THE LELYN GROUP, INC., an Illinois
corporation, its General Partner**

By: 

Leo Wiznitzer, CCIM, 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 Matthew Robison, the VP of **MB FINANCIAL BANK, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of **MB FINANCIAL BANK, N.A.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of ^{OCTOBER}~~September~~ 2012.

Cecilia Romanowski

Notary Public



Property of Cook County 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 NANCY J. DOTANCO, the Trust Officer of **Chicago Title Land Trust Company, successor trustee to LaSalle Bank National Association, successor trustee to American National Bank & Trust Company of Chicago**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me in person and acknowledged that he/she delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said **Chicago Title Land Trust Company**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of September 2012.

Grace Marin
Notary Public




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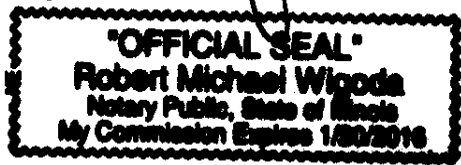
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **LEO WIZNITZER, CCIM**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed and delivered the 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 26th day of ~~September~~ **OCTOBER** 2012.



Notary Public



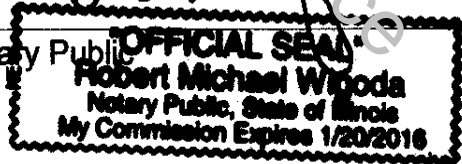
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that **Leo Wiznitzer, CCIM**, the President of **The Lelyn Group, Inc.**, an **Illinois corporation**, being the General Partner of **LELYN LAKEVIEW PROPERTIES, L.P.**, an **Illinois limited partnership**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said **LELYN LAKEVIEW PROPERTIES, L.P.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of ~~September~~ **OCTOBER** 2012.



Notary Public



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EXHIBIT A

Legal Description

Parcel 1:

Lots 1 and 2 (except that part taken for widening North Ashland Avenue) in the resubdivision of Lots 10, 11, 12 and 13 and the South 16-35/100 feet of Lot 14 in the subdivision of Block 4 (except the South 173 feet of the East 483 feet thereof) in William Lill and Heirs of Michael Diversey's Division of the Southwest 2 of the Northwest 3 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 15, 16, 17 and 18 and the North 8.65 feet of Lot 14 (except that part of said lots taken for widening of North Ashland Avenue) in the subdivision of Block 4 (except the South 173 feet of the East 483 feet thereof) in William Lill and Heirs of Michael Diversey's Subdivision of the Southwest 2 of the Northwest 3 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lot 19 in the subdivision of Block 4 (except the South 173 feet of the East 483 feet thereof) in William Lill and Heirs of Michael Diversey's Division of the Southwesterly 2 of the Northwest 3 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

All that part of the 16 foot public alley lying East of the East line of Lots 14 to 18, both inclusive, lying West of the West line of Lot 19, lying South of a line drawn from the Northeast corner of Lot 18 to the Northwest corner of Lot 19, and lying North of the Easterly extension of the North line of the South 16.35 feet of Lot 14 all in the subdivision of Block 4 (except the South 173 feet of the East 483 feet thereof) in William Lill and Heirs of Michael Diversey's Division of the Southwest 2 of the Northwest 3 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois as vacated by Ordinance passed by the City Council of the City of Chicago on April 1, 1987 recorded on August 19, 1987 as Document 87459529, in Cook County, Illinois.

Address of Property: 2809-2825 North Ashland Avenue
Chicago, IL 60657

Permanent Index Nos.: 14-29-128-001-0000, 14-29-128-002-0000,
and 14-29-128-006-0000