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This Document Prepared by
and after Recording Return to:

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Doc#: 1304622044 Fee: \$60.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/15/2013 09:51 AM Pg: 1 of 12

Address of Property:

6110-6111 N. Clark St., Chicago, Illinois
1544 W. Glenlake Ave., Chicago, Illinois
1629 W. Honore St., Chicago, Illinois

Permanent Index Nos.

14-05-120-017-0000
14-31-427-014-0000

This space reserved for Recorder's use only.

SIXTH LOAN MODIFICATION AGREEMENT

THIS SIXTH LOAN MODIFICATION AGREEMENT (this "Agreement") is dated as of the 31st day of October, 2012 by and between Clark Glenlake, LLC, an Illinois limited liability company Melmar Inc., an Illinois corporation, Evreo Corporation, an Illinois corporation and Orchard Street Corporation, an Illinois corporation (collectively, the "Borrower"); The PrivateBank and Trust Company (the "Bank"), and David Kozin ("Kozin") and Stuart Miller ("Miller") (Kozin and Miller are collectively referred to herein as "Guarantor").

WITNESSETH:

A. WHEREAS, Bank made the following loans to Borrower (a) the principal amount of Four Million Five Hundred Fifty and 00/100 Dollars (\$4,550,000.00) to Clark Glenlake LLC, an Illinois limited liability company pursuant to the terms and conditions of that certain Construction Loan Agreement dated as of April 7, 2009, as amended; (b) the principal amount of One Million Two Hundred Thirty-Five and 00/100 Dollars (\$1,235,000.00) to Melmar Inc., an Illinois corporation and Evreo Corporation, an Illinois corporation pursuant to the terms and conditions of that certain Term Note dated as of April 7, 2009 as amended; and, (c) the principal amount of Six Hundred Thirty and 00/100 Dollars (\$630,000.00) to Orchard Street Corporation, an Illinois corporation pursuant to the terms and conditions of that certain Amended and Restated Non-Revolving Line of Credit Promissory Note dated as of April 7, 2009, as amended (collectively, the "Loans").

WHEREAS, the Parties previously amended the Loans and the Loan Agreement as provided in the First Loan Modification Agreement, dated as of March 19, 2010, the Second Loan Modification Agreement dated as of September 30, 2011, the Third Loan Modification

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Agreement dated as of December 30, 2011, the Fourth Loan Modification Agreement dated as of June 7, 2012, and the Fifth Loan Modification Agreement dated as of July 31, 2012.

WHEREAS, Bank has agreed to extend the Maturity Date and amend certain other terms of the Loan upon the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by reference into this Agreement. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Note; the Loan Agreement; Construction Mortgage Security Agreement and Assignment of Rents and Leases, dated as of April 7, 2007 and recorded on April 9, 2009 as Document No. 0909918047 creating a mortgage lien on 6101-6111 N. Clark St., and 1544 Glenlake Ave., Chicago, Illinois; ("Construction Mortgage") as legally described on Exhibit "A" attached hereto and made a part hereof; the Mortgage Security Agreement and Assignment of Rents and Leases dated as of June 7, 2012 from Honore corporation, an Illinois corporation ("Honore") creating a mortgage lien on 1629 N. Honore, Chicago, Illinois ("Honore Mortgage") as legally described on Exhibit "B" attached hereto and made a part hereof; and Pledge Agreement dated as of June 7, 2012 ("Pledge Agreement") for David and Renee Kozin pledging the funds available in their home equity line of credit account no. 32616035201 being held at the Bank; the Note, Construction Mortgage, Honore Mortgage, Pledge Agreement, and all other loan documents related thereto shall collectively herein be referred to as the "Loan Documents."
2. So long as Borrowers and Guarantors comply with all of their obligations provided in this Agreement and elsewhere in the Loan Documents, the Maturity Date of the Notes are extended and amended to **January 31, 2013**. The Borrowers have no right to further extend the Maturity Date except by written agreement between Borrowers and Bank.
3. At the time of execution hereof, the principal balance plus accrued and unpaid interest due under that certain Promissory Note dated April 7, 2009 from Clark Glenlake, LLC in the amount of \$4,550,00.00 is \$4,540,121.07. Borrowers shall have no right to draw further on said Construction Loan or any other Loans from the Bank.
4. The Borrower warrants and represents as follows (collectively "Warranties and Representations"):
 - a. The recitals contained in this Agreement are true and correct and the execution and delivery of this Agreement and the Loan Documents was duly authorized;

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- b. This Agreement and the Loan Documents and each of the covenants, conditions and obligations contained in said documents are in full force and effect, are the valid and legally binding obligations of Borrower and, to its knowledge, are free from all legal and equitable defenses, offsets and counterclaims;
- c. No part of the Property is in receivership nor is an application for receivership pending and no petition in bankruptcy has been filed by or against the Borrower;
- d. There are no agreements, state of facts or circumstances presently existing which, with or without the service of notice, passage of time, or both, would grant to Borrower the right to refuse to make or delay the payments or otherwise perform the terms, covenants, conditions and agreements required pursuant to the Loan Documents.
5. The modifications provided for herein shall be effective upon the execution and delivery to Bank of this Agreement and such other documents and instruments as Bank may require.
6. Nothing herein contained shall impair the Loan Documents in any way, nor alter, waive, annul, vary nor affect any provision or condition therein contained except as expressly herein provided, nor affect or impair any right, power or remedy of the Bank. It is the intention of the parties hereto that the terms and provisions of the Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.
7. Any applicable Loan Documents are hereby amended as provided herein and all of the Loan Documents are restated in their entirety. Borrower and Guarantors certify as of the date of execution hereof that those representations, warranties and covenants made in the Loan Documents, are true, accurate and correct except as may be disclosed in the Personal Financial Statement of Borrowers or of the Guarantors which are dated and have been delivered to Bank prior to the date hereof.
8. Borrower and Guarantors hereby acknowledge that as of the date hereof, they have no defense, offset or counterclaim with respect to the payment of any sum owed to Bank or with respect to any covenant in the Loan Documents.
9. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
10. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Agreement shall be made or claimed by Borrower, and

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no notice of any extension, change, modification or amendment, made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

11. The Borrower hereby represents and warrants to the Bank that to the best of its knowledge there have been no intervening liens recorded or placed on the Property since the recording of the Mortgage.
12. Borrower represents to the best of its knowledge that as of the date of execution hereof Bank is not in Default under the Loan Documents or any other Loan Documents past any applicable cure period with respect to Borrower or the Guarantors.
13. Borrower agrees to promptly pay Bank for all of the costs and expenses incurred by Bank for the Sixth Loan Modification including, but not limited to, (i) interest due on the Loan and any points, loan fees, service charges, commitment fees or other fees due to Bank in connection with the Loan; (ii) all title examination, survey, escrow, filing, search, recording and registration fees and charges; (iii) all fees and disbursements of architects, engineers and consultants engaged by Borrower and Bank including the fees and disbursements of the Architect, Engineers, the Bank's Consultant and the Bank's insurance consultant; (iv) all documentary stamp and other taxes and charges imposed by law on the issuance or recording of any of the Loan Documents; (v) all appraisal fees; (vi) all title, casualty, liability, payment, performance or other insurance or bond premiums; (vii) all reasonable fees and disbursements of legal counsel engaged by the Bank in connection with the Loan, including, without limitation, counsel engaged in connection with the origination, negotiation, document preparation, consummation, enforcement or administration of this Agreement or any of the Loan Documents, which shall also include reasonable attorneys' fees and time charges of attorneys who may be employees of the Bank or any affiliate of the Bank; and (viii) any amounts required to be paid by Borrower under this Agreement, the Mortgage or any Loan Document after the occurrence of an Event of Default (all of which are herein referred to as the "Loan Expenses").
14. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
15. This Agreement may be signed in one of more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto executed this Sixth Loan Modification Agreement as of the date set forth above.

BORROWERS:

Clark Glenlake, LLC, an Illinois
Limited Liability Company

By: _____
Stuart Miller as trustee of the Stuart
Miller Trust dated February 2, 1999
Title: Sole Member

Orchard Street Corporation,
an Illinois corporation

By: _____
Name: Stuart Miller
Title: Sole Director

Evreo Corporation,
an Illinois corporation

By: _____
Name: Stuart Miller
Title: Sole Director

Melmar Inc.,
an Illinois corporation

By: _____
Name: Stuart Miller
Title: Sole Director

BANK:

THE PRIVATEBANK AND TRUST COMPANY

By: Andrea Seifer
Andrea Seifer
Associate Managing Director
Title: _____

GUARANTORS:

By: _____
Stuart Miller

By: _____
David Kozin

Honore Corporation, an Illinois corporation

By: _____
David Kozin

PLEDGORS:

By: _____
David Kozin

By: _____
Renee Kozin

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IN WITNESS WHEREOF, the parties hereto executed this Sixth Loan Modification Agreement as of the date set forth above.

BORROWERS:

Clark Glenlake, LLC, an Illinois Limited Liability Company

By: _____
Stuart Miller as trustee of the Stuart Miller Trust dated February 2, 1999
Title: Sole Member

Orchard Street Corporation, an Illinois corporation

By: _____
Name: Stuart Miller
Title: Sole Director

Evreo Corporation, an Illinois corporation

By: _____
Name: Stuart Miller
Title: Sole Director

Melmar Inc., an Illinois corporation

By: _____
Name: Stuart Miller
Title: Sole Director

BANK:

THE PRIVATEBANK AND TRUST COMPANY

By: _____
Title: _____

GUARANTORS:

By: _____
Stuart Miller

By: _____
David Kozin

Honore Corporation, an Illinois corporation

By: _____
David Kozin

PLEDGORS:

By: _____
David Kozin

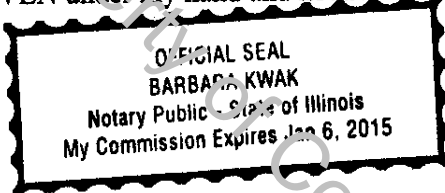
By: _____
Renee Kozin

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STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

I, Barbara Kwak, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Stuart Miller, 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 signed and delivered said instrument as his own free and voluntary act

GIVEN under my hand and notarial seal as of the 2 day of December, 2012.



[Signature]
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT David Kozin, 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 signed and delivered said instrument as his own free and voluntary act.

GIVEN under my hand and notarial seal as of the _____ day of _____, 2012.

Notary Public

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STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Stuart Miller, 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 signed and delivered said instrument as his own free and voluntary act.

GIVEN under my hand and notarial seal as of the _____ day of _____, 2012.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

I, DAVID GOSS, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT David Kozin, 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 signed and delivered said instrument as his own free and voluntary act.

GIVEN under my hand and notarial seal as of the 20th day of DECEMBER 2012.

[Handwritten Signature]

Notary Public

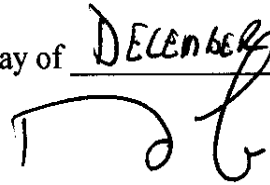


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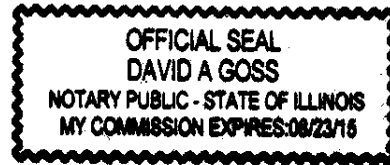
STATE OF ILLINOIS)
)
) SS.
COUNTY OF _____)

I, DAVID GOSS, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Renee Kozin, 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.

GIVEN under my hand and notarial seal as of the 20th day of DECEMBER, 2012.



Notary Public



STATE OF ILLINOIS)
)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT _____ (Name, Title) of THE PRIVATEBANK AND TRUST COMPANY, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act.

GIVEN under my hand and notarial seal as of the ___ day of _____, 2012.

Notary Public

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STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Renee Kozin, 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.

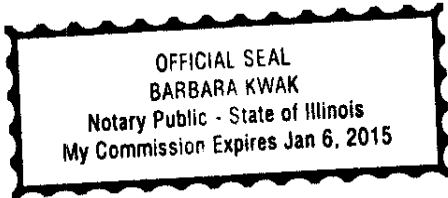
GIVEN under my hand and notarial seal as of the ____ day of _____, 2012.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

I, Barbara Kwak, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Andrea Seler, and _____ (Name, Title) of THE PRIVATEBANK AND TRUST COMPANY, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act.

GIVEN under my hand and notarial seal as of the 20 day of December, 2012.



[Signature]
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 122, 123, 124 AND 125 IN KRANSZ FIRST ADDITION TO EDGEWATER IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 14-05-120-017-0000

COMMONLY KNOWN AS: 6101-6111 N. Clark St., and 1544 Glenlake Ave., Chicago, Illinois

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EXHIBIT "B"

LEGAL DESCRIPTION OF REAL ESTATE

LOT 73 IN SMITH SUBDIVISION OF BLOCK 35 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 14-31-427-014-0000

COMMONLY KNOWN AS: 1629 N. HONORE, CHICAGO, IL