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May 14, 2008 (as amended, modified, supplemented and in effect from time to time, the "Loan Agreement"), by and between Borrower, Guarantor and Lender; and (iv) that certain Pledge Agreement, dated as of May 14, 2008 (as amended, modified, supplemented and in effect from time to time, the "Pledge Agreement"), by and between Borrower and Lender.

C. The Guarantor executed a Guaranty of Payment in favor of Lender, dated May 14, 2008 (the "Guaranty").

D. The Note, Mortgage, Assignment of Rents, Loan Agreement, Guaranty, Pledge Agreement and such other documents delivered or executed in connection with the Loan, as amended, restated or replaced from time to time, being collectively referred to herein as the "Loan Documents").

E. The parties desire to amend the Loan Documents as based upon the terms set forth herein.

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. All terms not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.

2. Principal Balance of the Loan. As of the Effective Date, the principal balance of the Loan is One Million Four Hundred Thirty Five Thousand Six Hundred and No/100 Dollars (\$1,435,600.00). All references to the Loan in the Loan Documents shall mean One Million Four Hundred Thirty Five Thousand Six Hundred and No/100 Dollars (\$1,435,600.00).

3. Maturity Date of the Loan. The maturity date of the Loan is September 12, 2013. Any reference in the Note, Mortgage or any of the other Loan Documents to the "Maturity Date" of the Loan shall mean September 12, 2013.

4. Amended and Restated Promissory Note. Concurrent with execution and delivery of this Agreement, Borrower will deliver to Lender an "Amended and Restated Promissory Note" in the original principal amount of One Million Four Hundred Thirty Five Thousand Six Hundred and No/100 Dollars (\$1,435,600.00), with an effective date of May 20, 2013.

5. Title. As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's Title Insurance Policy No. 1401-008442009 (the "Title

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Policy”), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

6. Amendment of the Loan Agreement. Effective as of the date hereof (the “Effective Date”) the Loan Agreement is hereby modified as set forth below:

(a) The definition of “Maturity Date” is hereby amended to read as follows:

“**Maturity Date**” means September 12, 2013.

(b) Section 2.2 of the Loan Agreement is hereby amended to read as follows:

“Interest Rate. The Loan shall bear interest at the rate of LIBOR plus 300 basis points. After the occurrence and during the continuance of an Event of Default, the Loan shall bear interest at the Default Rate.”

(c) Article 3 of the Loan Agreement is hereby amended to read as follows:

“Repayment. The Loan shall be repaid in monthly installments of \$6,600.00 each, plus interest, with a final balloon payment of the entire unpaid principal balance of the Loan due and payable on the Maturity Date.”

(d) Section 8.1(b) of the Loan Agreement is hereby amended to read as follows:

“(b) Nonpayment. (i) The failure by the Borrower to pay when due any amount due and payable on the Maturity Date pursuant to the Note; or (ii) failure to make any payment when due in accordance with the terms hereof, or due under the Note, this Agreement or any of the Other Agreements, and such failure continues uncured for five (5) days;”

7. Amendments to the Loan Documents. All Loan Documents are hereby amended to the extent necessary to be consistent with the foregoing amendments as stated herein.

8. Financial Statements. The Borrower represents and warrants that the financial statements for the Borrower and the Guarantor previously submitted to the Lender are true, complete and correct in all material respects, disclose all actual and contingent liabilities of the Borrower or Guarantor and do not contain any untrue statement of a material fact or omit to state a fact material to such financial statements. No material adverse change has occurred in the financial condition of the Borrower or Guarantor from the dates of said financial statements until the date hereof. The Borrower shall furnish to the Lender such financial information regarding the Borrower and the Guarantor as the

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Lender may from time to time reasonably request, in form, scope and detail satisfactory to the Lender.

9. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

10. Reaffirmation of Guaranty. Guarantor hereby ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder.

11. Expenses. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with

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this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

12. Notices. Any notices, communications and waivers under this Agreement and the Loan Documents shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Lender: The PrivateBank and Trust Company  
120 S. LaSalle Street  
Chicago, Illinois 60603  
Attention: Mark C. Spears

With a copy to: Bryan Cave LLP  
161 N. Clark St. Suite 4300  
Chicago, Illinois 60601  
Attention: Joseph Q. McCoy

To Borrower: Franklin Park Associates LLC  
11250 Madison Street  
Franklin Park, Illinois 60131

To Gerald L. Nudo  
(Guarantor): Gerald L. Nudo  
c/o Marc Realty  
55 E. Jackson Blvd., Suite 508  
Chicago, Illinois 60604

To Jeffrey L. Blake  
(Guarantor): Jeffrey L. Blake  
c/o Paine Wetzel  
8725 W. Higgins Road, Suite 800  
Chicago, Illinois 60631

c/o JEFF BLAKE  
PAINE WETZEL ASSOC.  
SUITE 800  
8725 W. HIGGINS RD  
CHICAGO, IL 60631

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

13. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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(b) This Agreement shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender, and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

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14. Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act. Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

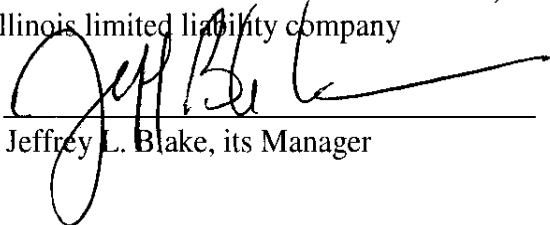
*[Remainder of page intentionally left blank; signature page follows]*

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IN WITNESS WHEREOF, the parties hereto have executed this First Modification of Loan Documents dated as of the day and year first above written.

**BORROWER:**

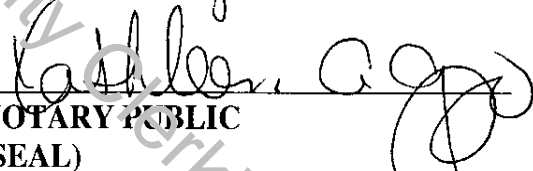
**FRANKLIN PARK ASSOCIATES LLC,**  
an Illinois limited liability company

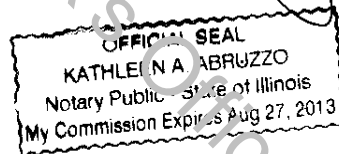
By:   
Jeffrey L. Blake, its Manager

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF Coxs        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffrey L. Blake, in his capacity as Manager of Franklin Park Associates LLC, an Illinois limited liability company, 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 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 as of the 24 day of June, 2013.

  
NOTARY PUBLIC  
(SEAL)





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## GUARANTOR ACKNOWLEDGEMENT

**GUARANTOR:**

**GERALD L. NUDO**

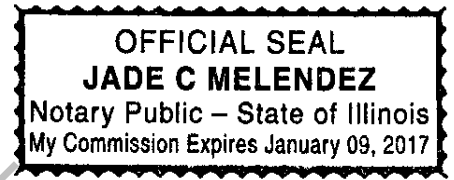
*Gerald L. Nudo*  
Gerald L. Nudo, individually

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

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Gerald L. Nudo, an individual, 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 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 as of the 25<sup>th</sup> day of June, 2013.

*Jade C. Melendez*  
NOTARY PUBLIC  
(Seal)





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**LENDER:**

**THE PRIVATEBANK AND TRUST  
COMPANY**, an Illinois state chartered bank

By: 

Printed Name: Mark Spears

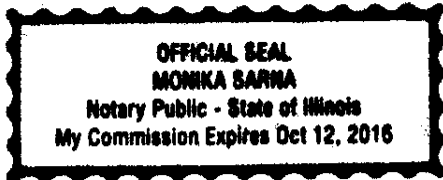
Title: Managing Director

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 Mark Spears, a Managing Director of The PrivateBank and Trust Company, an Illinois state chartered bank, 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 she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27<sup>th</sup> day of June, 2013.

  
NOTARY PUBLIC  
(SEAL)



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## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

PART OF THE SOUTH EAST 1/4 AND PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH EAST 1/4 WHICH IS 2,424.40 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTH EAST 1/4 OF SAID SECTION 19, SAID POINT BEING IDENTICAL WITH THE POINT OF INTERSECTION OF THE CENTER LINE OF WOLF ROAD AND THE NORTH LINE OF ADDISON STREET (A PRIVATE STREET) EXTENDED EAST; THENCE WEST AT RIGHT ANGLES TO THE SAID EAST LINE OF SAID SOUTH EAST 1/4, SAID RIGHT ANGLE LINE BEING IDENTICAL WITH THE SAID NORTH LINE OF ADDISON STREET (A PRIVATE STREET), FOR A DISTANCE OF 550.0 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND, TO-WIT:

THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST ALONG SAID NORTH LINE OF ADDISON STREET (A PRIVATE STREET) FOR A DISTANCE OF 545.0 FEET TO A POINT; THENCE NORTH 0 DEGREES 0 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 417.0 FEET TO A POINT IN THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 445.50 FEET TO AN ANGLE IN SAID RIGHT OF WAY LINE; THENCE SOUTH 88 DEGREES 34 MINUTES 51 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 40.01 FEET TO AN ANGLE IN SAID RIGHT OF WAY LINE; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 74.50 FEET TO A POINT; THENCE SOUTH 81 DEGREES 52 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 35.35 FEET TO A POINT IN A LINE WHICH FORMS A RIGHT ANGLE WITH THE SAID NORTH LINE OF ADDISON STREET AND PASSES THROUGH THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 0 MINUTES 47 SECONDS EAST ALONG SAID RIGHT ANGLE LINE FOR A DISTANCE OF 411.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 12-19-400-082-0000

Address: 11250 Addison, Franklin Park, Illinois