



1332216017

**This Document Prepared By
and After Recording Return to:**

GoodSmith Gregg & Unruh LLP
150 S. Wacker Drive, Suite 3150
Chicago, Illinois 60606
Attn: Linda S. Schurman, Esq.

Doc#: 1332216017 Fee: \$58.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/18/2013 12:12 PM Pg: 1 of 11

Address of Property:

5400 and 5450 Prairie Stone Parkway
Hoffman Estates, Illinois

PIN Nos.:

01-32-302-045-0000
01-32-302-044-0000

LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT (this "Agreement") dated as of November 15, 2013 (the "Closing Date"), is by and among PRATUM PARTNERS, LLC, an Illinois limited liability company ("Borrower"), whose address is c/o J.F. McKinney & Associates, Ltd., 71 South Wacker Drive, Suite 2765, Chicago, Illinois 60606, JOHN F. McKINNEY, an individual ("Guarantor"), whose address is c/o J.F. McKinney & Associates, Ltd., 200 South Wacker Drive, Suite 1325, Chicago, Illinois 60606, and BANK OF AMERICA, N.A., a national banking association, in its capacity as Lender (as defined in the Loan Agreement described below), whose address is at 35 South LaSalle Street, 6th Floor, Suite 1225, Chicago, Illinois 60603.

RECITALS

A. Borrower and Lender have entered into that certain Loan Agreement, dated as of January 21, 2011 (as amended or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender agreed to make a loan to Borrower in the principal amount of Thirteen Million Six Hundred Thousand and 00/100 Dollars (\$13,600,000.00) (the "Loan"), as evidenced by that certain Promissory Note, dated as of January 21, 2011 (as amended or otherwise modified from time to time, the "Note"). The outstanding principal amount of the Loan as of November 7, 2013 is Twelve Million One Hundred Ninety-Two Thousand Four Hundred Twenty-Seven and 01/100 Dollars (\$12,192,427.01). All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Loan Agreement.

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B. Borrower has entered into that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of January 21, 2011, recorded as Document No. 1102444053 with the Cook County, IL Recorder of Deeds (as amended or otherwise modified from time to time, the "Mortgage"), granting a lien on certain real and personal property of Borrower located in Cook County, Illinois and described with greater particularity in Exhibit A attached hereto.

C. Guarantor has entered into that certain Guaranty Agreement, dated as of January 21, 2011 (as amended or otherwise modified from time to time, the "Guaranty"), guaranteeing to Lender the prompt and full payment and performance of the indebtedness and obligations further described therein.

D. Borrower, Guarantor and Lender have entered into that certain Environmental Indemnification and Release Agreement, dated as of January 21, 2011 (as amended or otherwise modified from time to time, the "Environmental Indemnification and Release Agreement" and, together with the Note, the Mortgage, and the Guaranty, the "Ancillary Agreements").

E. Borrower has requested that Lender (i) extend the Maturity Date (as defined in the Note) to April 05, 2014 and (ii) preserve the Borrower's extension option as further described in Section 1A of the Note.

F. Lender is willing to so (i) extend the Maturity Date and (ii) preserve the Borrower's extension option as further described in Section 1A of the Note, on the terms and conditions hereinafter set forth.

G. As a condition to its execution of this Agreement, Lender requires that Borrower and Guarantor reaffirm their respective obligations under the Loan Agreement, the Ancillary Agreements and the other Loan Documents.

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AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Maturity Date. The maturity date of the Loan is hereby extended to April 05, 2014. Any reference in the Loan Agreement, the Note, the Mortgage or any other Loan Document to the "Maturity Date" or the maturity date of the Loan shall mean April 05, 2014.

2. Extension Option. The parties hereto hereby acknowledge and agree that the maturity of the Loan has been extended, notwithstanding the terms and conditions set forth in Section 1A of the Note, and that the option of Borrower to extend the maturity of the Loan pursuant to the Section 1A of the Note in accordance with the terms and conditions thereof and the other Loan Documents, shall be preserved. Any reference in the Loan Agreement, the Note, the Mortgage or any other Loan Document to the "Extended Maturity Date" or the extended maturity date of the Loan shall mean April 05, 2015.

3. Notice. From and after the date hereof, pursuant to Section 8.6 of the Loan Agreement, Borrower's notice address shall be as set forth directly below. All notices or other communications under the Loan Agreement and the other applicable Loan Documents to Borrower shall be directed to the following address:

Borrower's address and fax information:

c/o J.F. McKinney & Associates, Ltd.
200 South Wacker Drive, Suite 1325
Chicago, Illinois 60606
Attn: Jack McKinney
Fax Number: (312) 819-4107

4. Conditions to Effectiveness. This Agreement shall become effective as of the Closing Date upon Lender's receipt of the following in form and substance satisfactory to Lender:

- a. Agreement. This Agreement fully executed by all parties hereto;
- b. Title Commitment. Commitment and title report with respect to the Loan Policy of Title Insurance received by Lender in connection with the Loan, showing no encumbrances other than as permitted under the Loan Documents;
- c. Costs and Expenses. Payment by Borrower of all other costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, all reasonable attorneys' fees and expenses; and
- d. Other. Such other documentation as shall be reasonably required by Lender.

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4. Representations and Warranties.

a. By Borrower. Borrower hereby represents and warrants that (i) each of the representations and warranties made by Borrower contained in the Loan Agreement, the Ancillary Agreements executed by Borrower and the other Loan Documents executed by Borrower, after giving effect to the provisions set forth in this Agreement, is true and correct in all material respects on and as of the date hereof except to the extent such representation and warranty is made as of a specified date, in which case such representation and warranty is true and correct as of such specified date, and (ii) after giving effect to the provisions set forth in this Agreement, no Event of Default or event which with notice or the passage of time or both would constitute an Event of Default exists as of the date hereof.

b. By Guarantor. Guarantor hereby represents and warrants that each of the representations and warranties made by Guarantor in the Ancillary Agreements executed by Guarantor and any other Loan Document executed by Guarantor, after giving effect to the provisions set forth in this Agreement, is true and correct in all material respects on and as of the date hereof except to the extent such representation and warranty is made as of a specified date, in which case such representation and warranty is true and correct as of such specified date.

5. Reaffirmation of Loan Documents.

a. By Borrower. Borrower hereby agrees that the Loan Agreement, Note and all other Loan Documents executed by Borrower, after giving effect to the provisions set forth in this Agreement, shall remain in full force and effect and are hereby ratified and confirmed by Borrower in all respects and shall 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.

b. By Guarantor. Guarantor hereby agrees that the Loan Documents executed by Guarantor, after giving effect to the provisions set forth in this Agreement, shall remain in full force and effect after giving effect to this Agreement and are hereby ratified and confirmed by Guarantor in all respects and shall continue to be the legal, valid and binding obligations of Guarantor enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

c. No Novation. This Agreement shall not be construed as a substitution or novation of the indebtedness evidenced by the Note, which shall remain in full force and effect. Nothing in this Agreement shall impair the lien of the Mortgage, which shall create a first lien encumbering the Property.

6. Effect on Loan Documents

a. References. Each reference in any Loan Document (each a "Subject Loan Document") to "this Agreement", "hereunder", "hereof", "herein", or words of like import, each reference in the Loan Documents to such Subject Loan Document, "thereunder", "thereof",

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"therein", or words of like import, and each reference in any Loan Document (including, without limitation, such Subject Loan Document) to any term, condition or provision contained in such Subject Loan Document, "thereunder", "thereof", "therein", or words of like import, shall mean and be a reference to such Subject Loan Document (or such term, condition or provision, as applicable) as amended, supplemented or otherwise modified hereby or in connection herewith.

b. No Waiver. The execution, delivery, performance and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of Lender under the Loan Documents, nor constitute a waiver of any provisions of any of the Loan Documents except as expressly provided herein or therein.

c. Incorporation. Each covenant, agreement, representation or warranty of any person or entity contained in this Agreement shall be deemed, for all purposes under the Loan Documents, to constitute a covenant, agreement, representation or warranty (as applicable) of such person or entity under the Loan Documents.

7. Release of Claims. Each of Borrower and Guarantor hereby relinquishes and waives all claims, demands, or other causes of action against Lender, whether in contract, tort or otherwise, heretofore or now existing as of the date hereof of every type, kind, nature, description or character, including, without limitation, any so-called "lender liability" claims, and irrespective of how, why or by reason of what facts which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of, are connected with or in any way relate to the relationship arising out of the Loan prior to the Closing Date. Each of Borrower and Guarantor acknowledges that factual matters now unknown to them may have given rise to claims which are presently unknown, unanticipated and unsuspected and that the foregoing waiver has been negotiated and agreed upon in light of that acknowledgment.

8. Miscellaneous.

a. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart, when so executed and delivered, shall be deemed to be an original and binding upon the party signing such counterpart; all such counterparts taken together shall constitute one and the same instrument.

b. Governing Law. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Illinois.

c. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

d. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the matters addressed herein and therein, and may not be modified except by written agreement signed by all parties hereto or thereto, as applicable.

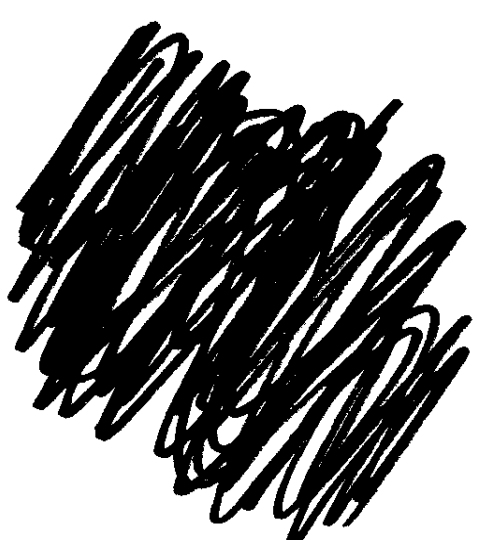
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e. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

f. Expenses. Borrower hereby agrees to promptly pay all reasonable out-of-pocket costs incurred by Lender in connection with this Agreement, including, but not limited to attorneys' fees and expenses.

[Signature Pages Follow]

Property of Cook County Clerk's Office



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

BORROWER:

PRATUM PARTNERS, LLC, an Illinois limited liability company

By: [Signature]
Name: JOHN F. MCKINNEY
Title: MANAGER

Property of County Clerk's Office

State of Illinois

County of Cook

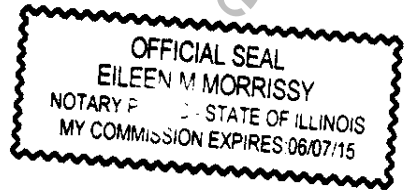
I, Eileen Morrissy, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John McKinney the manager of Pratum Partners, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as Manager of such limited liability company as his/her free and voluntary act, and as the free and voluntary act of such limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal, this 11 day of November, 2013.

[Signature]

Notary Public

My commission expires: 6/7/15

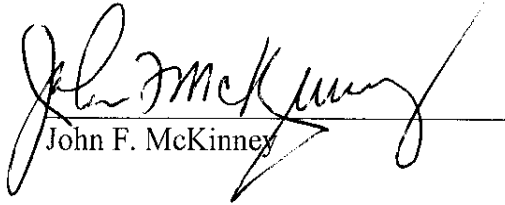


Drafted by:

GoodSmith Gregg & Unruh LLP
150 S. Wacker Drive, Suite 3150
Chicago, Illinois 60606
Attn: Linda S. Schurman, Esq

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GUARANTOR:


John F. McKinney

State of Illinois)

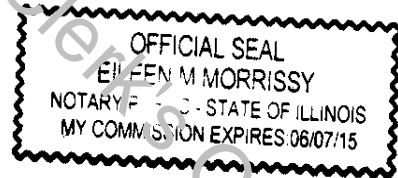
County of Cook)

I, Eileen Morrissy a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John F. McKinney, 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 in his individual capacity as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11 day of November, 2013.

Eileen Morrissy
Notary Public

My commission expires: 6/7/15



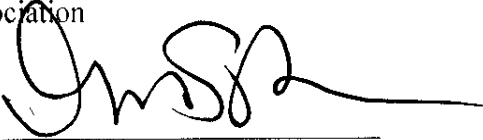
Drafted by:

GoodSmith Gregg & Unruh LLP
150 S. Wacker Drive, Suite 3150
Chicago, Illinois 60606
Attn: Linda S. Schurman, Esq

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LENDER:

BANK OF AMERICA, N.A., a national banking association

By: 

Name: GREGORY PEARSON

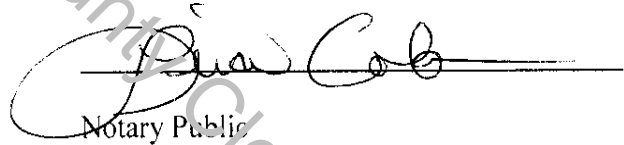
Title: VICE PRESIDENT

State of Illinois)

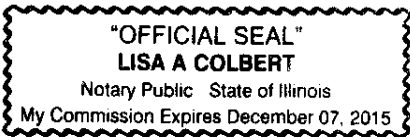
County of Cook)

I, Lisa Colbert, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gregory Pearson the Vice President of Bank of America, N.A., a national banking association, 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 the said instrument in his/her capacity as Vice President of such national banking association as his/her free and voluntary act, and as the free and voluntary act of such national banking association for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of November 2013, 2013.


Notary Public

My commission expires: 12-7-2015



Drafted by:

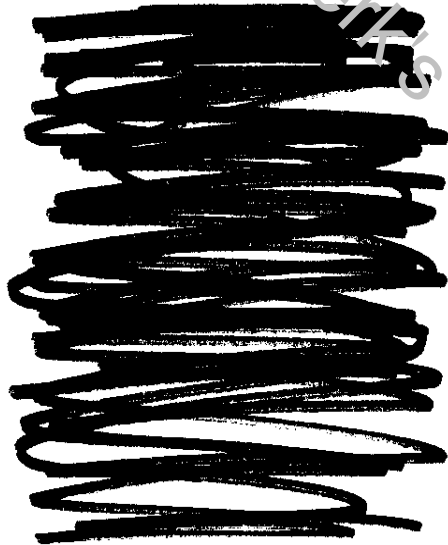
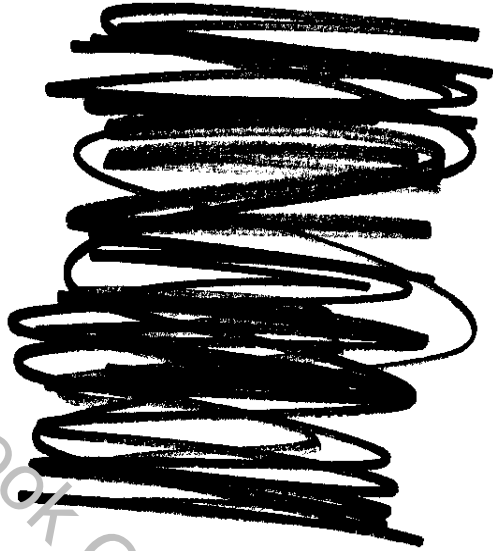
GoodSmith Gregg & Unruh LLP
150 S. Wacker Drive, Suite 3150
Chicago, Illinois 60606
Attn: Linda S. Schurman, Esq

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EXHIBIT A

[see attached]

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Exhibit A

Legal Description

PARCEL 1:

LOTS 4G1B1 AND 4G1B2 IN THE FINAL PLAT OF RESUBDIVISION OF PRAIRIE STONE COMMONS – LOT 4G1B, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 2007 AS DOCUMENT NUMBER 0710822035, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, PRAIRIE STONE COMMONS OFFICE PARK, RECORDED MARCH 9, 2007 AS DOCUMENT 0706860077 MADE BY YP TRILLIUM L.L.C. AND CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE UNDER TRUST DATED JUNE 6, 1989 AND KNOWN AS TRUST NO. 108506-00 AS PROVIDED IN ARTICLE 4 THEREOF.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY EASEMENT AGREEMENT RECORDED JUNE 15, 2007 AS DOCUMENT 0716641234 MADE BY THE VILLAGE OF HOFFMAN ESTATES TO PARTUM PARTNERS, LLC FOR INGRESS AND EGRESS OVER THAT PART OF LOT 4G5 DESCRIBED THEREIN AND SHOWN ON PLAT ATTACHED AS EXHIBIT THERETO.

PIN Numbers: 01-32-302-044-0000
01-32-302-045-0000

Address of Property: 5400 and 5450 Prairie Stone Parkway, Hoffman Estates, Illinois