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Doc#: 1402919050 Fee: \$66.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/29/2014 11:37 AM Pg: 1 of 14

THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
MAIL TO:

FIRST EALGE BANK
1040 E. LAKE STREET
HANVOER PARK, IL 60133

ASSUMPTION AND MODIFICATION AGREEMENT

THIS ASSUMPTION AND MODIFICATION AGREEMENT (hereinafter referred to as this "Modification Agreement") made as of this 15th day of December, 2013, by and among Anchuk, LLC, an Illinois limited liability company ("Anchuk"); A. Charles Scala a/k/a Charles Scala ("Guarantor"); Estate of Carol A. Cunningham ("Grantor") (Anchuk, Grantor, and Guarantor are hereinafter collectively referred to as the "Obligors") and First Eagle Bank ("Lender").

WITNESSETH:

WHEREAS, on December 5, 2008 Chicago Title Land Trust Company, not personally, but as Trustee under Trust Agreement dated November 20, 1979 and known as Trust No. 10-24110-08 (the "Trustee") executed and delivered to Lender that certain Promissory Note dated December 5, 2008 in the original principal sum of Seventy Five Thousand and 00/100 (\$75,000.00) Dollars (the "Note"), which Note is secured by the following documents (the following documents and any and all other instruments executed by any Obligor are hereinafter collectively referred to as the "Loan Documents"):

- (i) Mortgage of even dated of even date with the Note made by Trustee in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0901422121 (the "Mortgage") on property commonly known as 324 S. Racine, Chicago, IL 60607 and legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");

S 4
P 14
S N
M N
SC 4
E N
INT ST

Prepared By: NPV

Officer Review

Initial Review JD Date 12/30/13

Final Review JD Date 1/2/14

Loan No. 78522

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- (ii) Assignment of Rents dated of even date with the Note made by Trustee in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0901422122 (the "Assignment");
- (iii) Commercial Guaranty dated of even date with the Note made by Guarantor in favor of Lender; and
- (v) environmental indemnity agreement dated of even date with the Note made by Obligors in favor of Lender.

WHEREAS, on September 13, 2012, Trustee deeded the Property to Anchuk;

WHEREAS, the Obligors have requested that Lender consent to the assumption of the Note, the Mortgage, Assignment, by Anchuk and to extend the Maturity Date of the Note to December 15, 2023.

WHEREAS, Lender has consented to such requests, provided the parties hereto execute and deliver this Modification Agreement to Lender;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Lender is a valid, first and subsisting lien on the Premises (as defined in the Mortgage) and that the execution of this Modification Agreement will not impair the lien of said Mortgage and that there is no existing second mortgage or other liens subsequent to the lien of the Mortgage held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.

2. Anchuk (hereinafter referred to as "Borrower") hereby assumes all of the indebtedness, liabilities, and obligations of Trustee under the Note, the Mortgage and the Assignment of Rents, as if Anchuk were an original maker or grantor of such documents, and covenants and agrees to pay, perform and observe all of the indebtedness, liabilities, and obligations (including, without limitation, all covenants, agreements and undertakings) of Trustee under the Note, Mortgage and Assignment of Rents.

3. **Maturity Date, Interest Rate, and Schedule of Payment.** The Note, that has a current principal balance of \$68,273.74, is hereby amended by extending the Maturity Date to December 15, 2023. Subject to any payment changes resulting from changes in interest rate, Borrower will pay this loan in accordance with the following payment schedule: 60 monthly consecutive principal and interest payments in the initial amount of \$726.55 each, beginning January 15, 2014, with interest calculated on the unpaid principal balances using an interest rate of 5.000%, and 60 monthly consecutive principal and interest payments in the initial amount of \$726.56 each, beginning January

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15, 2019, with interest calculated on the unpaid principal balances using an interest rate based on the weekly average yield on United States Treasury Securities adjusted to a constant maturity of five years as such yield is reported in The Federal Reserve Statistical Release H.15 Federal Reserve Bulletin forty five (45) days prior to December 15, 2018 or if such publication is discontinued, then any other publication of national circulation designated by Lender (currently 1.510%), plus a margin of 3.400 percentage points, adjusted if necessary for the minimum rate of 5.000% ("Floor Rate"), resulting in an initial interest rate of 5.000%; the final payment due on December 15, 2023 will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this loan.

4. **Prepayment Fee.** Borrower may prepay the Loan, upon payment to Lender of a prepayment premium equal to five percent (5%) of the prepaid principal if paid in the first (1st) loan year, four percent (4%) of the prepaid principal if paid in the second (2nd) loan year, three percent (3%) of the prepaid principal if paid in the third (3rd) loan year, two percent (2%) of the prepaid principal if paid in the fourth (4th) loan year, and one percent (1%) of the prepaid principal if paid in the fifth (5th) loan year. For purposes of this Note, a loan year shall mean each 12 month period following the date hereof. If prior to the Maturity Date, an Event of Default (as hereinafter defined) exists and Lender elects to declare all principal and interest hereunder immediately due and payable, the tender of payment of the amount of such entire indebtedness hereunder, made at any time prior to sale under foreclosure of the Mortgage or the realization of any other collateral which secures this Note, shall be deemed to constitute an evasion of the foregoing prepayment provisions, and such payment shall therefore, to the extent permitted by law, include liquidated damages in the amount of the prepayment premium set forth in this paragraph, it being acknowledged that Lender's actual damages in the event of such evasion are now and will then be impossible to ascertain. No prepayment shall extend or postpone the due date of any subsequent monthly installment of principal or interest arising hereunder. Borrower hereby expressly agrees to pay the above-described prepayment premium upon the voluntary or involuntary prepayment of the Note, and acknowledges that Lender's agreement to amend the Loan evidenced hereby on the terms contained herein constitute adequate consideration for the prepayment premium.

5. **Additional Collateral.** Concurrent with the execution hereof, Borrower shall cause the execution and delivery to Lender by Grantor of an Assignment of Deposit Account No. 430864604 in the amount of \$45,920.19 in favor of Lender, in such form as Lender shall require, creating valid lien on the account as additional collateral securing the Note as if it had been originally conveyed as security for the payment of the Note hereinabove described at the time of its execution and delivery and is subject to all, each and every terms and conditions of said Note, as amended. All references in the Note and other the Loan Documents to security or collateral shall hereafter be deemed this assignment.

6. **Financial Statements.** Borrower and Guarantor shall submit to Lender annually the Business Financial Statement and Business Federal Income Tax Return of Borrower and the Personal Financial Statement and Personal Federal Income Tax Return

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of Guarantor.

7. **Guarantor Not Released.** Guarantor acknowledges and consents to the amendments and modifications set forth in this Modification Agreement. As additional consideration for Lender to amend the Note, Guarantor shall execute and deliver to Lender, concurrent with the execution of this Modification Agreement, an Amended and Restated Commercial Guaranty of even date herewith in the original principal amount of \$68,273.74 (the "Amended Guaranty"). All references in the Loan Documents to the "Guaranty" shall hereafter be deemed to be a reference to the "Amended Guaranty".

8. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Mortgage, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of the Mortgage, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Note, the Mortgage and/or the Assignment of Rents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

9. **Restatement of Representations.** Borrower and Guarantor hereby ratify and confirm their respective obligations and liabilities under the Note, Mortgage, Assignment, Guaranty, and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Note, Mortgage, Assignment, Guaranty, and other Loan Documents, as so amended.

10. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, Mortgage, Assignment, Guaranty, and other Loan Documents.

11. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage, Assignment, Guaranty, and other Loan Documents shall remain unmodified and in full force and effect.

12. **Fee.** In consideration of Lender's agreement to amend the Loan, as aforesaid, Borrower has agreed and shall pay Lender upon execution hereof, a fee in the amount of Six Hundred Eighty Four and 00/100 Dollars (\$684.00) plus all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

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

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- (a) The representations and warranties in the Loan Documents are true and correct as of the date hereof.
- (b) There is currently no Event of Default (as defined in the 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 Modification 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, Guarantor(s) 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 Modification Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Modification 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 Modification Agreement has been duly executed and delivered on behalf of Borrower.

14. **Binding Agreement.** This Modification Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor(s) and Lender have contributed substantially and materially to the preparation of this Amendment, and Borrower, Guarantor(s) 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 Modification Agreement. Each of the parties to this Modification Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Modification Agreement, and recognizes that it is executing and delivering this Modification 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

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duress upon it. The signatories hereto state that they have read and understand this Modification 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.

15. **Severability.** In the event any provision of this Modification Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. **Other Modifications.** Anything contained in the Mortgage to the contrary notwithstanding, the Mortgage also secures all loans, advances, debts, liabilities, obligations, covenants and duties owing to the Lender by the Borrower and/or any Related Party (as hereinafter defined), whether now existing, or hereafter created or arising, including, without limitation: (i) the Note, (ii) the Indebtedness, and (iii) any and all other loans, advances, overdrafts, indebtedness, liabilities and obligations now or hereafter owed by Borrower or any Related Party to Lender, of every kind and nature, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now due or to become due, whether direct or indirect, or absolute or contingent, whether several, joint or joint and several, whether liquidated or unliquidated, whether legal or equitable, whether disputed or undisputed, whether secured or unsecured, or whether arising under the Mortgage or any other document or instrument. For purposes of this paragraph, "Related Party" shall mean (i) Grantor, (ii) each beneficiary of Grantor, if Grantor is a land trust, (iii) the maker of the Note, if other than Grantor, and if more than one maker, each co-borrower of the Note other than Grantor, and (iv) each guarantor of the Note.

A sale or transfer referred to in the Mortgage shall also mean and include the granting of any mortgage, deed of trust or other encumbrance of any kind on all or any portion of the Real Property, whether or not it is junior to the lien of this Mortgage.

Any forbearance by Lender in exercising any right or remedy under the Note or any of the other loan documents or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Lender of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Lender of any of its rights or remedies under any of the loan documents with respect to Borrower's obligations under the Note shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right or remedy available to Lender.

At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$2,800,000.00.

Grant of Security Interest. To secure all obligations of Borrower and Guarantor, Borrower and Guarantor hereby pledges and grants to Lender a lien upon and security interest in (and may, without demand or notice of any kind, when any amount shall be due and payable by the undersigned hereunder, appropriate and apply toward the payment of such

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amount, in such order of application as Lender may elect) any and all balances, credits, deposits, accounts or monies of or in the name of Borrower or Guarantor now or hereinafter in the possession of Lender and any and all property of every kind or description of or in the name of Borrower or Guarantor now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, Lender or any agent or bailee for Lender. Lender shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois in respect to such property, including, without limitation, the right to sell or otherwise dispose of any or all of such property.

17. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

18. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

19. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

20. This Modification Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

21. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

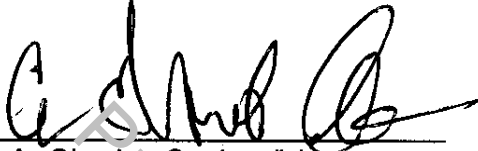
TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, the undersigned have caused this Modification Agreement to be executed as of the date first above written.

BORROWER:

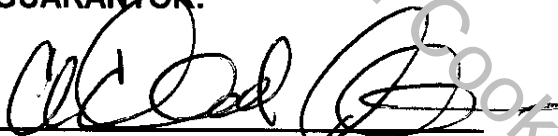
Anchuk, LLC, an Illinois limited liability company



By: A. Charles Scala a/k/a Charles Scala, Manager

By: _____
By: Andrea Scala Anderson, Manager

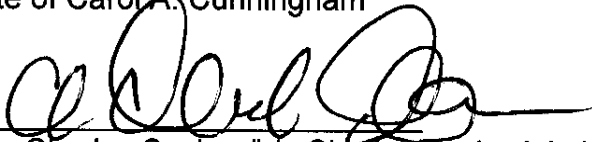
GUARANTOR:



A. Charles Scala a/k/a Charles Scala

GRANTOR:

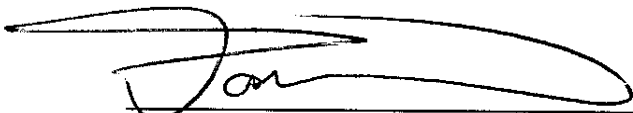
Estate of Carol A. Cunningham



By: A. Charles Scala a/k/a Charles Scala, Administrator

LENDER:

First Eagle Bank



By: Faruk Daudbasic, Asst. Vice President

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned have caused this Modification Agreement to be executed as of the date first above written.

BORROWER:

Anchuk, LLC, an Illinois limited liability company

By: A. Charles Scala a/k/a
Charles Scala, Manager

Andrea Scala Anderson
By: Andrea Scala Anderson, Manager

GUARANTOR:

A. Charles Scala a/k/a Charles Scala

GRANTOR:

Estate of Carol A. Cunningham

By: A. Charles Scala a/k/a Charles Scala, Administrator

LENDER:

First Eagle Bank

By: Faruk Daudbasic, Asst. Vice President

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BORROWER'S ACKNOWLEDGMENT

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 A. Charles Scala a/k/a Charles Scala, Manager of Anchuk, LL, 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 signed, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 20th day of DECEMBER, 2013.

Mary E. Schlichter
Notary Public



STATE OF) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Andrea Scala Anderson, Manager of Anchuk, LL, 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 she signed, sealed and delivered said instrument as her free and voluntary act and deed as well as that of the company she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this ___ day of _____, 2013.

Notary Public

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BORROWER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that A. Charles Scala a/k/a Charles Scala, Manager of Anchuk, LL, 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 signed, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this ____ day of _____, 2013.

Notary Public

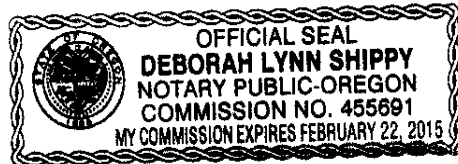
STATE OF Oregon) SS.
COUNTY OF Josephine)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Andrea Scala Anderson, Manager of Anchuk, LL, 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 she signed, sealed and delivered said instrument as her free and voluntary act and deed as well as that of the company she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 23rd day of December, 2013.

Notary Public

Deborah Lynn Shippy
Deborah Lynn Shippy



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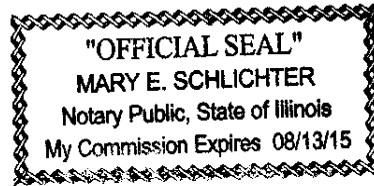
GUARANTOR'S ACKNOWLEDGMENT

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 A. Charles Scala, 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, sealed and delivered said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Official Seal this 20th day of DECEMBER, 2013.

Mary E. Schlichter
Notary Public



Property of Cook County Clerk's Office

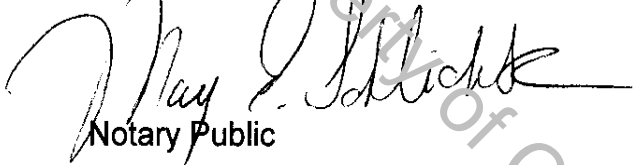
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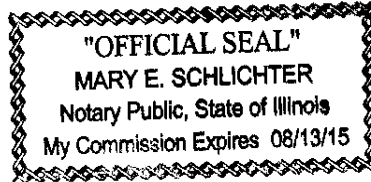
GRANTOR'S ACKNOWLEDGMENT

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 A. Charles Scala a/k/a Charles Scala, Administrator of the Estate of Carol A. Cunningham, 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, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the estate he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 20th day of DECEMBER, 2013.


Notary Public

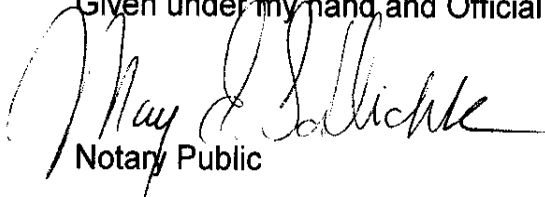


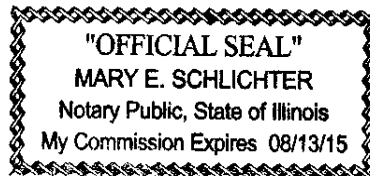
LENDER'S ACKNOWLEDGMENT

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 Faruk Daudbasic, Asst. Vice President of FIRST EAGLE BANK, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the bank he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 20th day of DECEMBER, 2013.


Notary Public



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EXHIBIT "A"

LOTS ONE (1) AND TWO (2) IN SUBDIVISION BY THE SUPERIOR COURT COMMISSIONERS OF THE SOUTH HALF OF BLOCK TWENTY THREE (23) IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP THIRTY NINE (39) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, COOK COUNTY, ILLINOIS

PIN: 17-17-117-025-0000

ADDRESS: 324 S. RACINE AVENUE, CHICAGO, IL 60607

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