

THIS INSTRUMENT PREPARED BY:

Bennett L. Cohen
Cohen, Salk & Hovard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

AND AFTER RECORDING MAIL TO:

James M. Sisk, Senior VP
Cole Taylor Bank
9550 West Higgins Road
Rosemont, Illinois 60018

FIRST MODIFICATION AGREEMENT

This First Modification Agreement (this "Agreement") is entered into as of the 29th day of December, 2013 between 434 W. ONTARIO, LLC, an Illinois limited liability company (herein called the "Mortgagor") whose address is 605 E. Algonquin Road, Suite 300, Arlington Heights, Illinois 60005, and COLE TAYLOR BANK (herein together with its successors and assigns, including each and every from time to time holder of the Notes hereinafter referred to, called the "Mortgagee") whose address is 9550 West Higgins Road, Rosemont, Illinois 60018.

WHEREAS, Mortgagee extended to Mortgagor a mortgage loan in the original principal sum of \$2,100,000.00; and

WHEREAS, Mortgagee also extended the following loans (the "Original Loans") to the following affiliates of Mortgagor (collectively, the "Affiliated Borrowers" and singularly, an "Affiliated Borrower"): (1) mortgage loans in the respective principal sums of \$1,320,000.00 and \$1,920,000.00 to AmeriCorp Properties Group, L.L.C., an Illinois limited liability company; (2) a \$1,010,000.00 mortgage loan to 805 MCHENRY, LLC, an Illinois limited liability company, (3) a \$180,000.00 mortgage loan to 5404 - F ELM STREET, LLC, an Illinois limited liability company, and (4) a \$720,000.00 mortgage loan to 1057 N. NORTHWEST HIGHWAY, LLC, an Illinois limited liability company; and

WHEREAS, to secure payment of all of the above-described loans, and all extensions, renewals, amendments, refinancings, modifications, consolidations and conversions thereof or thereto, Mortgagor executed a certain Mortgage, Security Agreement, Assignment of Rents and UCC Fixture Filing dated as of December 17, 2008 (the "Mortgage"), mortgaging, granting and conveying to Mortgagee the Premises as defined in the Mortgage, including the Real Estate described in **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, the Mortgage was recorded on December 24, 2008, in the Office of the Recorder of Cook County, Illinois as Document No. 0835933058; and

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WHEREAS, Mortgagee has been asked to renew all of the foregoing loans; and

WHEREAS, Elgin Capital Street, LLC, an Illinois limited liability company ("Elgin Capital") has asked Mortgagee to make Elgin Capital a \$360,000.00 mortgage loan; and

WHEREAS, Robert Brunetti ("Brunetti") has asked Mortgagee to make him a renewal revolving capital expenditure line of credit loan in the increased sum of \$1,000,000.00; and

WHEREAS, Mortgagee has consented to such loan requests, provided, among other conditions, that Mortgagor agrees to modify and amend the Mortgage to secure such renewed loans, such new loan for Elgin Capital, such renewed loan for Brunetti, in addition to all other debt therein secured;

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, Mortgagor and Mortgagee hereby agree that the Mortgage shall be and is hereby modified and amended as follows:

1. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Mortgage.
2. All "WHEREAS" clauses in the Mortgage are hereby amended in their entirety to read as follows to update the description of the loans secured by the Mortgage and currently being renewed (and the Mortgage is hereby modified to secure all of the following loans):

"WHEREAS, the Mortgagor has executed and delivered to the Mortgagee a Renewal Mortgage Note dated December 29, 2013, payable to the order of Mortgagee, in the principal sum of One Million Five Hundred Eighty Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,583,750.00) (herein called the "Mortgage Note"), evidencing a \$1,583,750.00 renewal mortgage loan made by Mortgagee to Mortgagor, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the Mortgage Note), the terms and provisions of which Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, AmeriCorp Properties Group, L.L.C., an Illinois limited liability company ("AmeriCorp") has executed and delivered to the Mortgagee the following renewal promissory notes (collectively, the "AmeriCorp Notes" and singularly, an "AmeriCorp Note"): (i) a Renewal Mortgage Note dated December 29, 2013, payable to the order of Mortgagee, in the principal sum of Eight Hundred Ninety Eight Thousand and 00/100 Dollars (\$898,000.00) (herein called the "First AmeriCorp Mortgage Note"), evidencing a \$898,000.00 renewal mortgage loan made by Mortgagee to AmeriCorp, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the First AmeriCorp Mortgage Note), the terms and provisions of which First AmeriCorp Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and (ii) a Renewal Mortgage Note dated

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December 29, 2013, payable to the order of Mortgagee, in the principal sum of Nine Hundred Ninety Five Thousand Five Hundred and 00/100 Dollars (\$995,500.00) (herein called the "Second AmeriCorp Mortgage Note"), evidencing a \$995,500.00 renewal mortgage loan made by Mortgagee to AmeriCorp, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the Second AmeriCorp Mortgage Note), the terms and provisions of which Second AmeriCorp Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, 805 MCHENRY, LLC, an Illinois limited liability company ("805 McHenry") has executed and delivered to the Mortgagee a Renewal Mortgage Note dated December 29, 2013, payable to the order of Mortgagee, in the principal sum of Seven Hundred Sixty One Thousand Seven Hundred Eight and 53/100 Dollars (\$761,708.53) (herein called the "805 McHenry Mortgage Note"), evidencing a \$761,708.53 renewal mortgage loan made by Mortgagee to 805 McHenry, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the 805 McHenry Mortgage Note), the terms and provisions of which 805 McHenry Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, 5404 – F ELM STREET, LLC, an Illinois limited liability company ("5404 F Elm") has executed and delivered to the Mortgagee a Renewal Mortgage Note dated December 29, 2013, payable to the order of Mortgagee, in the principal sum of One Hundred Thirty Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$135,750.00) (herein called the "5404 F Elm Mortgage Note"), evidencing a \$135,750.00 renewal mortgage loan made by Mortgagee to 5404 F Elm, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the 5404 F Elm Mortgage Note), the terms and provisions of which 5404 F Elm Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, 1057 N. NORTHWEST HIGHWAY, LLC, an Illinois limited liability company ("1057 N. Northwest") has executed and delivered to the Mortgagee a Renewal Mortgage Note dated December 29, 2013, payable to the order of Mortgagee, in the principal sum of Five Hundred Forty Three Thousand and 00/100 Dollars (\$543,000.00) (herein called the "1057 N. Northwest Mortgage Note"), evidencing a \$543,000.00 renewal mortgage loan made by Mortgagee to 1057 N. Northwest, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the 1057 N. Northwest Mortgage Note), the terms and provisions of which 1057 N. Northwest Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, ELGIN CAPITAL STREET, LLC, an Illinois limited liability company ("Elgin Capital") has executed and delivered to the Mortgagee a Mortgage Note dated December 29, 2013, payable to the order of Mortgagee, in the principal sum of Three Hundred Sixty Thousand and 00/00 Dollars (\$360,000.00) (herein called the "Elgin Capital Mortgage Note"),

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evidencing a \$360,000.00 mortgage loan made by Mortgagee to Elgin Capital, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the Elgin Capital Mortgage Note), the terms and provisions of which Elgin Capital Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, ROBERT BRUNETTI ("Brunetti") has executed and delivered to the Mortgagee a Promissory Note dated December 29, 2013, payable to the order of Mortgagee, in the principal sum of One Million and 00/00 Dollars (\$1,000,000.00) (herein called the "Brunetti Note"), evidencing a \$1,000,000.00 revolving capital expenditure line of credit loan made by Mortgagee to Brunetti, payable to the order of Mortgagee plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the Brunetti Note), the terms and provisions of which Brunetti Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, the Mortgage Note, the AmeriCorp Notes, the 805 McHenry Mortgage Note, the 5404 F Elm Mortgage Note, the 1057 N. Northwest Mortgage Note, the Elgin Capital Mortgage Note and the Brunetti Note shall collectively hereinafter be called the "Notes" and individually a "Note"; and

WHEREAS, AmeriCorp, 805 McHenry, 5404 F Elm, 1057 N. Northwest, Elgin Capital and Brunetti shall hereafter collectively be called the "Affiliated Borrowers" and singularly, an "Affiliated Borrower"; and

WHEREAS, in connection with one or more of the Notes, Mortgagor and/or the Affiliated Borrowers have previously entered into, or may now or in the future enter into, one or more ISDA Master Agreements or other interest rate, currency or commodity swap agreements, cap agreements, hedging agreements or collar agreements with Mortgagee or its affiliates from time to time (collectively, "Interest Rate Agreements"); and

WHEREAS, the indebtedness evidenced by the Notes, including the principal thereof and interest and premium, if any, thereon, and any extensions, refinancings, amendments, renewals, modifications, consolidations and conversions thereof, in whole or in part, any and all other sums which may be at any time due or owing or required to be paid as provided in this Mortgage, the Notes, the Interest Rate Agreements and in any of the other Loan Documents (as hereinafter defined) and the Related Debt (as hereinafter defined), are herein collectively called the "Indebtedness Hereby Secured".

3. Hereafter, the reference in the Mortgage, as amended hereby, and hereinbelow, to the term "Notes" shall hereafter collectively mean the Notes (as defined in Section 2 above) and all extensions, renewals, refinancings, modifications, restatements, replacements, consolidations and conversions of the foregoing described promissory notes. THIS MODIFICATION SHALL SERVE AS PUBLIC NOTICE TO ALL CREDITORS AND OTHER PERSONS THAT THE NOTES MAY BE EXTENDED, RENEWED, REFINANCED, MODIFIED, RESTATED, REPLACED, CONSOLIDATED OR CONVERTED, IN WHOLE OR IN PART, FROM TIME TO TIME HEREAFTER, AND THAT IT IS THE EXPRESS INTENTION OF THE

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MORTGAGOR AND MORTGAGEE THAT THE MORTGAGE SHALL AUTOMATICALLY SECURE PAYMENT OF ALL SUCH EXTENSIONS, RENEWALS, REFINANCINGS, MODIFICATIONS, RESTATEMENTS, REPLACEMENTS, CONSOLIDATIONS AND CONVERSIONS, WITHOUT THE NECESSITY OF RECORDING ANY SUBSEQUENT MODIFICATION OF THIS MORTGAGE.

4. Mortgagor acknowledges and agrees that the Mortgage is and as amended hereby shall remain in full force and effect, and that the Premises are and shall remain subject to the liens granted and provided for by the Mortgage, as amended hereby, for the benefit and security of all obligations and indebtedness described therein, including, without limitation, the loans evidenced by the Notes and all other Indebtedness Hereby Secured (as defined in the Mortgage and amended hereinabove).

5. Nothing contained in this Agreement shall in any manner impair the Mortgage, as amended hereby, or the first lien created by the Mortgage, or any other loan documents executed in connection with the loans evidenced by the Notes, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect or impair any rights, powers, or remedies of Mortgagee under any of the foregoing documents.

6. Mortgagor hereby represents, covenants and warrants to Mortgagee as follows: (a) the representations and warranties in the Mortgage and the other Loan Document are true and correct as of the date hereof, (b) there is currently no event of default under the Mortgage Note (as defined in Section 2 above), the Mortgage or the other Loan Documents and Mortgagor 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 Mortgage Note, the Mortgage or the other Loan Documents, (c) the Mortgage and other 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 Mortgagor 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 Mortgagor or any other party, if any, whose financial statement has been delivered to Mortgagee in connection with the Notes from the date of the most recent financial statement received by Mortgagee, (e) as of the date hereof, Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Mortgage Note or the Loan Documents as modified herein, (f) Mortgagor is validly existing and in good standing under the laws of the State of Illinois and has the requisite power and authority to execute and deliver the Mortgage Note, this Agreement and such other documents required by Mortgagee, and to perform the Mortgage as modified herein. The execution and delivery of the Mortgage Note, this Agreement and the other loan documents required by Mortgagee, and the performance of the Mortgage as modified herein have been duly authorized by all requisite action by or on behalf of Mortgagor. The Mortgage Note, this Agreement and such other loan documents required by Mortgagee have been duly executed and delivered on behalf of Mortgagor.

7. **Waiver of Defenses.** Mortgagor hereby irrevocably waives and releases any and all claims, demands, actions, causes of action, suits and defenses which Mortgagor has (or may claim to have) against Mortgagee as of the date this Agreement is executed for or by reason

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of any claim, demand, action, cause of action, suit or defense whatsoever which relates to the Mortgage Note, this Agreement, the Mortgage and any other Loan Documents, any discussion between Mortgagor and the Mortgagee, or any acts, actions or omissions of the Mortgagee occurring on or before the date this Agreement is executed. The foregoing release is intended to be, and is, a full and complete and general release in favor of the Mortgagee with respect to all claims, demands, actions, causes of action, suits and defenses arising on or before the date this Agreement is executed which might result in liability upon Mortgagee.

8. Miscellaneous. In the event any provision of this 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. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto. This Agreement shall extend to and be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee and its successors and assigns. This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts, of the State of Illinois.

9. Except as specifically amended and modified hereby, all of the terms and conditions of the Mortgage shall stand and remain unchanged and in full force and effect.

10. Mortgagor shall reimburse Mortgagee for all of its out-of-pocket costs incurred in connection with the aforesaid loans evidenced by the Notes, including, without limitation, all legal fees, title insurance premiums, recording fees and search fees.

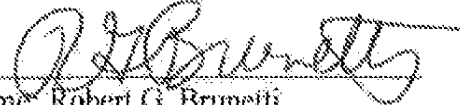
Signature Page Follows:

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this First Modification Agreement as of the day and year first above written.

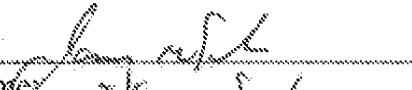
MORTGAGOR:

434 W. ONTARIO, LLC,
an Illinois limited liability company

By: 
Name: Robert G. Brunetti
Title: Manager

MORTGAGEE:

COLE TAYLOR BANK

By: 
Name: James S. ...
Title: SVP

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ACKNOWLEDGMENT OF SIGNATURE

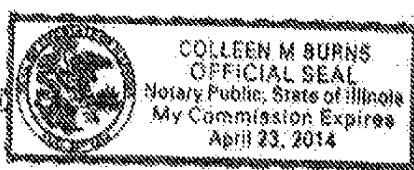
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Colleen M Burns, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Robert G. Brunetti, the Manager of 434 W. ONTARIO, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of June, 2014.

Colleen M Burns
Notary Public

My Commission Expires: 4-23-14



ACKNOWLEDGMENT OF SIGNATURE

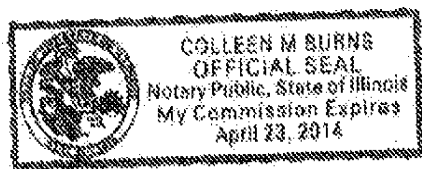
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that James M Sisk, a SVP of Cole Taylor Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, as his own and free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of January, 2014.

Colleen M Burns
Notary Public

My Commission Expires: 4-23-14



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EXHIBIT "A"

Legal Description

PIN: 17-09-127-019-0000

Address: 434 W. Ontario, Chicago, Illinois 60610

THE WEST 49.37 FEET OF LOTS 21 AND 22, TAKEN AS A TRACT, IN YOUNGS SUBDIVISION OF PART OF THE KINGSBURY TRACT IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office