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ILLINOIS

Permanent Tax Index Numbers:

16-03-400-013-0000 (affects Parcel 1)

16-02-120-008-0000 (affects Parcel 2)

Property Address:

4301 W. Division
Chicago, IL 60651 (affects Parcel 1)

1339 N. Ridgeway
Chicago, IL 60651 (affects Parcel 2)



Doc#: 1410616044 Fee: \$64.00
RHSP Fee: \$9.00 APRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/16/2014 12:51 PM Pg: 1 of 13

MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION OF LOAN DOCUMENTS (this "Modification") is made as of the 1st day of March, 2014, by and among, Juan Carlos Guerrero, Hector Guerrero and Chicano's Drive Shaft and Auto Repair, Inc., an Illinois corporation (each a Borrower and are collectively, the "Borrowers"), Juan Carlos Guerrero and Hector Guerrero ("Mortgagor" as to the Division Property), Juan Carlos Guerrero and Paula N. Guerrero ("Mortgagor" as to the Ridgeway Property) **ALBANY BANK AND TRUST COMPANY, N.A.**, a national banking association, its successors and assigns ("Bank").

RECITALS:

A. Bank has heretofore made a loan ("Loan") to Borrower in the original principal amount of Four Hundred Thirty Thousand and 00/100 (US) Dollars (\$430,000.00) as evidenced by an Installment Note dated February 7, 2008, as amended or modified from time to time, in the principal amount of the Loan made payable by Borrower to the order of Bank ("Note").

B. The Note was further modified prior hereto, including, but not limited to, by those certain Extensions Agreements dated May 24, 2013 executed by Mortgagor to Bank, which among other changes, extended the Maturity Date of the Note to March 1, 2014 ("Extension").

**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

ALBANY BANK AND TRUST COMPANY, N.A.
3400 W. Lawrence Avenue
Chicago, Illinois 60625
Attn: Loan Operations Department

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C. The Note is secured by, among other things, (i) that certain Mortgage with an Assignment of Rents Rider dated February 7, 2008 from Mortgagor to Bank recorded with the Recorder of Deeds in Cook, County, Illinois (the "Recorder's Office") on April 7, 2008 as Document Number 0809831157 and re-recorded on June 11, 2008 as Document Number 0816318028 and modified by that certain Extension recorded as Document Number 1314839048 ("Division Mortgage"), which Mortgage encumbers the 4301 W. Division, Chicago, IL real property and all improvements thereon legally described as Parcel 1 on Exhibit A hereto ("Division Property"), (ii) that certain Hypothecation Agreement dated February 7, 2008 ("Hypothecation") granting as collateral security the Mortgage with an Assignment of Rents Rider dated February 7, 2008 from Mortgagor to Bank recorded with the Recorder of Deeds in COOK County, Illinois (the "Recorder's Office") on September 10, 2008, as Document Number 0825408277 and modified by that certain Extension recorded as Document Number 1314939029 ("Ridgeway Mortgage"), which mortgage encumbers the 1339 N. Ridgeway, Chicago, IL real property and all improvements thereon legally described as Parcel 2 on Exhibit A hereto ("Ridgeway Property"), and (iii) certain other loan documents (the Note, the Extension, the Division Mortgage, the Hypothecation, the Ridgeway Mortgage, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

D. Borrower desires to amend the Loan Documents in order to (i) extend the Maturity Date, (ii) modify the Interest Rate to the Note, (iii) add Chicano's Drive Shaft and Auto Repair, Inc., an Illinois corporation as an additional Borrower to the Note, and (iv) making other certain changes thereto, with all other terms and conditions remaining the same, including but not limited to, the payment terms and other terms.

AGREEMENTS

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove, (ii) the agreements by Bank 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. **Incorporation and Definitions.** The foregoing recitals and all exhibits and schedules hereto constitute an integral part of this Modification, evidencing the intent of the parties in executing this Modification and describing the circumstances surrounding its execution. Accordingly, the recitals, exhibits and schedules are, by this express reference, made a part of the covenants hereof, and this Modification shall be construed in the light thereof. The capitalized terms not otherwise defined herein shall have the meanings provided in the Loan Documents.

2. **Loan Amount.** As of the date hereof, the current outstanding principal balance of the Note is \$378,264.39. Any reference in the Note to the outstanding principal balance amount shall mean \$378,264.39.

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3. **Maturity Date.** The Maturity Date of the Note is extended from March 1, 2014 to March 1, 2017. Any reference in the Note to the Maturity Date shall mean March 1, 2017.

4. **Interest Rate.** The interest rate of the Note shall be modified to a fixed rate of 5.50%, until paid in full. Any reference in the Note or any other Loan Documents to the rate shall mean 5.50%.

5. The Note is hereby modified as follows:

5.1 Chicano's Drive Shaft and Auto Repair, Inc., an Illinois corporation is hereby added as additional Borrower to the Note, with all obligations and liabilities under the Note and the Loan Documents, as if Chicano's Drive Shaft and Auto Repairs, Inc., an Illinois corporation had originally executed the Note and all other Loan Documents. All referenced in the Note and the Loan Documents shall be deemed to be a references to Juan Carlos Guerrero, Hector Guerrero, and Chicano's Drive Shaft and Auto Repairs, Inc., an Illinois corporation.

5.2. The payment schedule is hereby amended and the Loan shall be repayable as follows:

Borrower will pay this Loan at the stated rate of 5.50%, payable in 35 monthly consecutive principal and interest payments of \$2,677.68, commencing on April 1, 2014, with all subsequent payments to be due on the same day of each month after that, and one (1) final irregular payment due, if not sooner paid, on March 1, 2017 (the "Maturity Date") and that will be for all principal and interest not yet paid. Unless otherwise agreed or required by law, all such payments on the account of the indebtedness evidenced by this Note shall be first applied to interest on the unpaid principal balance and the remainder to principal. Said payments are to be made at the Bank's address or at such other place as Bank may, designate from time to time in writing. Interest on the Note shall be calculated on the basis of a 360-day year and the actual number of days elapsed in any portion of a month in which interest is due. Borrower hereby acknowledges and agrees that the use of a 360-day year in the calculation of the interest hereunder will result in a greater effective rate of interest than the stated rate set forth above. Borrower hereby waives any and all counter claims, defenses, causes of action, arguments or other claims it may have against Bank in connection with or in any way related to the calculation of interest based upon a 360-day year.

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5.3 The Prepayment Penalty paragraph is hereby amended in its entirety and substituted with the following:

Prepayment Penalty. Concurrent with the repayment of this Note prepayments may be made subject to payment of a premium of 2% of the scheduled principal balance on any prepayment received prior to March 1, 2015, 1% of the scheduled principal balance on any prepayment payment received prior to March 1, 2016, and 0% if repaid thereafter, by giving Bank notice of its intention to do so and by paying such amount together with all accrued late charges, interest and other sums owing under the Note including any release fees through such prepayment.

5.4 The after maturity, or in the event of default paragraph referenced in the Note or any other Loan Documents is hereby amended and restated in its entirety to read as follows:

The principal of each said Note payments unless paid when due shall bear interest after maturity at the higher of the stated Interest Rate + 4.00% or Prime Rate + 4.00%. Said payments are to be made at Albany Bank and Trust Company, N.A. in Chicago, Illinois or at such place as the Bank may, from time to time designate in writing. In the event of a default by Borrower under any of the terms, conditions or provisions of the Note, or the other Loan Documents securing the Note, the remaining principal shall bear interest at the higher of the stated Interest Rate + 4.00% or Prime Rate + 4.00%. If the designation of said rate includes the term "P" or "Prime", such term shall mean the prime rate of interest quoted from time to time by The Wall Street Journal, and said rate shall fluctuate when and as said prime rate fluctuates. The Bank is not obligated to give notice of such fluctuations.

6. The Division Mortgage is hereby amended as follows:

6.1 The first paragraph of the Division Mortgage commencing "THIS INDENTURE" is hereby amended by adding "as amended, restated or replaced from time to time, being collectively referred to herein as the Note," between "Installment Note of the Mortgagor" and "of even date".

6.2 All references in the Division Mortgage to an interest rate of Albany Bank Prime is hereby deleted and substituted in lieu thereof are corresponding references to Prime.

6.3 The third paragraph of the Division Mortgage commencing "This loan is payable" is hereby amended by adding "unless otherwise amended or extended from time to time." at the end of the first sentence after "5 years".

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7. The Ridgeway Mortgage is hereby amended as follows:

7.1 The first paragraph of the Ridgeway Mortgage commencing "THIS INDENTURE" is hereby amended by adding "as amended, restated or replaced from time to time, being collectively referred to herein as the Note," between "Installment Note of the Mortgagor" and "of even date".

7.2 All references in the Ridgeway Mortgage to an interest rate of Albany Bank Prime is hereby deleted and substituted in lieu thereof are corresponding references to Prime.

7.3 The third paragraph of the Ridgeway Mortgage commencing "This loan is payable" is hereby amended by adding "unless otherwise amended or extended from time to time." at the end of the first sentence after "5 years".

8. **Event of Default.** The Note and the other Loan Documents are hereby amended by adding the following additional event of default:

8.1 The Bank in good faith believes itself insecure.

9. Concurrent with the execution of this Modification Chicano's Drive Shaft and Auto Repair, Inc., an Illinois corporation, shall execute and deliver to Lender a Security Agreement dated same date hereof (the "Security Agreement") evidencing a security interest on all business assets of the Borrower, in such form as Lender shall require, and all references in the Loan Documents to the loan documents securing this Modification shall hereafter include the Security Agreement.

10. **Not a Novation.** This Modification renews the debt previously evidenced by, that certain Note made by Borrower in favor of Bank, and is not a repayment or novation thereof. Upon the execution of this Modification by Borrower, all indebtedness outstanding under the Note dated February 7, 2008 being \$378,264.39 in principal, shall be deemed to be outstanding under this Modification.

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

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

(b) There is currently no default or event of default under the Note, the Division Mortgage, the Ridgeway 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

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time, or both, would constitute a default or 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, 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 or any other party whose financial statement has been delivered to Bank in connection with the Loan from the date of the most recent financial statement received by Bank.

(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) Each Borrower that is not a natural person validly exists under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Modification and to perform the Loan Documents as modified herein. The execution and delivery of this Modification 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 has been duly executed and delivered on behalf of Borrower.

(g) To the best of Borrowers' and Guarantors' knowledge, the Borrowers and Guarantors warrants it is not a Forbidden Entity. For purposes hereof, a "Forbidden Entity" is any of the following:

(1) The government of the Republic of the Sudan and any of its agencies, including but not limited to political units and subdivisions;

(2) Any company that is wholly or partially managed or controlled by the government of the Republic of the Sudan and any of its agencies, including but not limited to political units and subdivisions;

(3) Any company (i) that is established or organized under the laws of the Republic of the Sudan; or (ii) whose principal place of business is in the Republic of the Sudan;

(4) Any company (i) identified by the Office of Foreign Assets Control in the United States Department of the Treasury as sponsoring terrorist activities; or (ii) fined, penalized, or sanctioned by the Office of Foreign Assets Control in the United States Department of the Treasury for any violation of any United States rules and restrictions relating to the Republic of the Sudan that occurred at any

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(e) Any references to the “Note”, the “Division Mortgage”, the “Ridgeway Mortgage” or the “Loan Documents” contained in any of the Loan Documents shall be deemed to refer to the Note, the Division Mortgage, the Ridgeway 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.

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

(g) Time is of the essence of each of Borrower's obligations under this Modification

(Signature Page Follows)

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

BORROWER(S):

By: Juan Carlos Guerrero
Juan Carlos Guerrero

By: Hector Guerrero
Hector Guerrero

Chicano's Drive Shaft and Auto Repair, Inc., an Illinois corporation

By: Juan Carlos Guerrero
Juan Carlos Guerrero, President

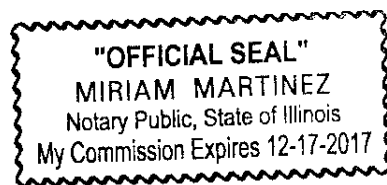
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Hector Guerrero and Juan Carlos Guerrero**, is personally known to me to be the same person whose name 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 for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8 day of April, 2014.

Miriam Martinez
Notary Public

My Commission Expires: 12-17-2017



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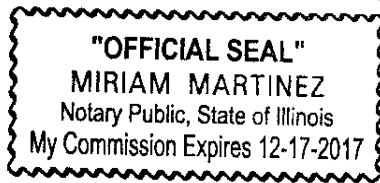
STATE OF ILLINOIS)
)
COUNTY OF Cook) SS)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Juan Carlos Guerrero, President of Chicano's Drive Shaft and Auto Repair, Inc.**, an Illinois corporation 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8 day of April, 2014.

Miriam Martinez
Notary Public

My Commission Expires: 12.17.2017



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

DIVISION MORTGAGOR:

By: Juan C. Guerrero
Juan Carlos Guerrero

By: Hector Guerrero
Hector Guerrero

STATE OF ILLINOIS)
)
COUNTY OF COOK)

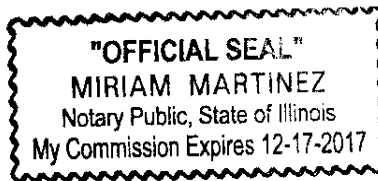
SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Juan Carlos Guerrero and Hector Guerrero**, are personally known to me to be the same person whose name are subscribed to the foregoing instrument as appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8 day of April, 2014.

Miriam Martinez
Notary Public

My Commission Expires: 12-17-2017



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EXHIBIT A

THE PROPERTY

PARCEL 1:

LOT 10 IN BLOCK 1 IN CASTLE'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 4301 W. DIVISION, CHICAGO, IL 60651

PIN: 16-03-400-013-0000

PARCEL 2:

THE NORTH 1/3 OF LOT 39 AND ALL OF LOT 40 IN BLOCK 12 BEEBE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 (EXCEPT 5 ACRES IN THE NORTHEAST CORNER) OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PROPERTY ADDRESS: 1339 N. RIDGEWAY, CHICAGO, IL 60651

PIN: 16-02-120-008-0000