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This instrument was prepared by
and, after recording, return to:

DYKEMA GOSSETT PLLC
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Chicago, Illinois 60606
Attn: Gary P. Segal, Esq.

Doc#: 1419629007 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/15/2014 11:38 AM Pg: 1 of 8

FIFTH AMENDMENT OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS FIFTH AMENDMENT OF MORTGAGE AND ASSIGNMENT OF RENTS (this "Amendment") is made as of May 15, 2014, by and among SZYMANSKI SERIES LLC 5708, a Series of an Illinois limited liability company ("Grantor"), STANISLAW SZYMANSKI ("Stanislaw") and BEATA SZYMANSKI ("Beata"; Grantor, Stanislaw and Beata are each a "Borrower", and collectively, the "Borrower"), and MB FINANCIAL BANK, N.A., a national banking association and its successors and assigns ("Lender").

RECITALS:

A. Borrower is indebted to the Lender pursuant to that certain Promissory Note dated as of October 12, 2007 (as amended, restated, modified or supplemented and in effect from time to time, the "Note").

B. The Note is secured in part by:

(i) that certain Mortgage dated as of October 12, 2007 made by Borrower to and for the benefit of the Lender and recorded with the Recorder of Deeds in Cook County, Illinois on October 19, 2007, as Document No. 0729233126, as modified by the Modifications (as it may be further amended, restated, modified or supplemented and in effect from time to time, the "Mortgage") creating a first mortgage lien on certain real estate located at Cook County, Illinois, and legally described in **Exhibit A** attached hereto (the "Real Estate"); and

(ii) that certain Assignment of Rents dated as of October 12, 2007 made by Borrower to and for the benefit of the Lender and recorded with the Recorder of Deeds in Cook County, Illinois on October 19, 2007, as Document No. 0729233127, as modified by the Modifications (as it may be further amended, restated, modified or supplemented and in effect from time to time, the "Assignment of Rents").

C. The Mortgage and Assignment of Rents were modified by that certain First Amendment of Mortgage and Assignment of Rents dated October 12, 2012 made by the Borrower and Lender and recorded with the Recorder of Deeds in Cook County, Illinois on January 23, 2013 as Document No. 1302319104; (ii) that certain Second Amendment of

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Mortgage and Assignment of Rents dated February 15, 2013 made by the Borrower and Lender and recorded with the Recorder of Deeds in Cook County, Illinois on June 5, 2013 as Document No. 1315618031, (iii) that certain Third Amendment of Mortgage and Assignment of Rents dated August 15, 2013 made by the Borrower and Lender and recorded with the Recorder of Deeds in Cook County, Illinois on November 14, 2013 as Document No. 1331810022 and (iv) that certain Fourth Amendment of Mortgage and Assignment of Rents dated November 15, 2013 made by the Borrower and Lender and recorded with the Recorder of Deeds in Cook County, Illinois on January 30, 2013 as Document No. 1403019001 (collectively, the "Modifications").

D. On or about March 18, 2013, Stanislaw and Beata conveyed the Real Estate to Grantor

E. Under the terms of the Note, the maturity date of the Note is May 15, 2014 (the "Maturity Date").

F. Borrower has requested that (i) Lender extend the Maturity Date to November 15, 2014 and (ii) the Lender provide a new construction loan to Grantor in connection with certain renovations to the improvements located on the Real Estate, and the Lender is willing to provide such requests, notwithstanding the fact that the Lender has no obligation to do so, subject to and upon the terms and conditions set forth below in this Amendment, which includes amending the Mortgage and the Assignment of Rents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, Borrower and the Lender hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made a part hereof.

2. **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein are used with the meanings given such terms in the Mortgage, as amended by this Amendment.

3. **Amendments.**

(a) The definition of the term "Indebtedness" contained in both the Mortgage and the Assignment of Rents is hereby supplemented to add the following:

The term "Indebtedness" shall also include the payment in full of a construction loan made by Lender to Grantor pursuant to that certain Construction Loan Agreement dated as of the date hereof and evidenced by that certain Promissory Note dated as of the date hereof in the principal amount of \$450,176.00 made by Grantor and payable to Lender, as each may be amended, restated, renewed, modified or supplemented from time to time.

(b) The definition of the term "Note" contained in both the Mortgage and the Assignment of Rents is hereby amended in its entirety as follows:

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“**Note.** The word Note means that certain Promissory Note dated as of October 12, 2007 in the original principal amount of \$1,550,000 made by the Borrower, jointly and severally, in favor of the Lender, together with all amendments, modifications, supplements and refinancings thereof. The Note is scheduled to mature on November 15, 2014.”

4. References. All references to the Mortgage or the Assignment of Rents, as applicable, contained in any of the Related Documents shall be deemed to refer to the Mortgage or the Assignment of Rents, as applicable, as amended by this Amendment.

5. Expenses. Borrower hereby agrees to pay all of the Lender’s reasonable attorneys’ fees incurred in connection with the documentation of this Amendment, all recording fees and charges, title insurance charges and premiums and all other expenses, charges, costs and fees referred to in, necessitated by or otherwise relating to this Amendment.

6. Representations and Warranties. To induce the Lender to enter into this Amendment, each Borrower hereby represents and warrants the following:

(a) No Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time, or both, exists under any of the Related Documents.

(b) They do not have any set-off, defense or counterclaim to the payment or performance of any of the obligations under the Note, the Mortgage, the Assignment of Rents or any other Related Documents.

(c) There is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting a Borrower or the Real Estate which would prevent a Borrower from complying with or performing its obligations under the Related Documents, and no basis for any such matter exists.

7. Release. Each Borrower hereby acquits and forever discharges the Lender and each and every past and present subsidiary, affiliate, stockholder, officer, director, agent, servant, employee, representative and attorney of the Lender from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, costs and expenses (including attorneys’ fees) of any kind, character or nature whatsoever known or unknown, fixed or contingent, which any Borrower may have or claim to have now or which may hereafter arise out of or be connected with any act or omission of the Lender existing or occurring prior to the date of this Amendment, or with any instrument executed prior to the date of this Amendment, including without limitation any claims, liabilities or obligations arising with respect to the Related Documents.

8. Miscellaneous. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois. This Amendment shall be binding on each Borrower and their successors and permitted assigns, and shall inure to the benefit of the Lender and its successors and assigns. The Mortgage and the other Related Documents shall remain in full force and effect in accordance with their respective terms. Time is of the essence of each of

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Borrower's obligations under this Amendment. This Amendment may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Amendment.

[remainder of page intentionally blank; signatures to follow]

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IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

MB FINANCIAL BANK, N.A.

By: [Signature]
Title: AVP Commercial Banking

SZYMANSKI SERIES LLC 5708, a Series of an Illinois limited liability company

By: [Signature]
Stanislaw Szymanski, manager

[Signature]
STANISLAW SZYMANSKI, individually

[Signature]
BEATA SZYMANSKI, individually

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Sonia I. Melendez, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stephen Gottesman is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of MB FINANCIAL BANK, N.A. (the "Lender"), 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 the Lender for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 3rd day of July, 2014.

Sonia I. Melendez
NOTARY PUBLIC



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EXHIBIT A
Real Estate

LOTS 20, 21, 22, 23, 24, 25, 26 AND 27 IN BLOCK 6 IN JOHN T. O' DEA'S IRVING PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 5 AND 6 ALSO VACATED BLOCK 1, 2, 3 AND 4 AND VACATED STREETS IN JOHN SQUERBY'S SUBDIVISION OF THE SOUTH 30 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 5708, 5710 and 5720 W. Irving Park Road, Chicago, Illinois 60634.

PINS: 13-17-426-042-0000
13-17-426-043-0000

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