

FIRST AMERICAN TITLE  
ORDER # 2293692A



This Document was prepared  
by and should be returned to:  
M. Weirich  
First Eagle Bank  
1040 E. Lake St.  
Hanover Park, IL. 60133

Doc#: 1426710060 Fee: \$56.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/24/2014 12:09 PM Pg: 1 of 10

**FIRST AMENDMENT TO LOAN DOCUMENTS**

This First Amendment to Loan Documents ("First Amendment") is dated as of the 11th day of July, 2014 and made by and among MASI MANAGEMENT, LLC, an Illinois Limited Liability Company ("Borrower"); and Eric Masi and Kevin M. Masi (individually and collectively referred to herein as "Guarantors"); and First Eagle Bank f/k/a First Eagle National Bank ("Lender").

A. On July 11, 2012 Lender made a loan (the "Loan") to Borrower in the amount of One Hundred Twelve Thousand and 00/100 (\$112,000.00). The Loan is evidenced by the Promissory Note of Borrower dated July 11, 2012 in the principal amount of \$112,000.00 ("Note").

B. The Note is secured by a Construction Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated July 11, 2012, and recorded as Document Nos. 1222642196 and 1222642197 with the Recorder of Deeds of Cook County, Illinois which was executed by MASI MANAGEMENT, LLC fka Masie Investments, LLC in favor of Lender and which created a first lien on the property ("Property") known as 1746-48 W. WINNEMAC AVENUE, CHICAGO, COOK COUNTY, IL which is legally described on Exhibit "A" attached hereto and made a part hereof.

C. The Note is further secured by the Commercial Guaranty ("Guaranty") of Guarantors dated July 11, 2012. The Note, Mortgage, Assignment, and any and all other documents executed pursuant to or in connection with the Loan by Borrower, Grantor, or Guarantors, as amended, modified, assumed or replaced from time to time are hereinafter collectively referred to as the "Loan Documents".

D. Borrower and Guarantors wish to extend the Maturity Date of the Loan to July 11, 2015. Lender has agreed to extend the Maturity Date as aforesaid, subject to the following covenants, agreements, representations and warranties.

E. Borrower and Guarantors wish to increase the principal of the Loan and change the loan to a revolving Line of Credit. Lender has agreed to increase the

Prepared By: AW  
Officer Review  
Initial Review Date 9/14/14  
Final Review Date 9/14/14  
Loan #86797

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principal of the Loan amount and change the Loan to a revolving Line of credit, subject to the following covenants, agreements, representations and warranties.

**NOW THEREFORE**, for and in consideration of the covenants, agreements, representations and warranties set forth herein, the parties hereto agree as follows:

1. **Recitals**. The recitals set forth above shall be incorporated herein, as if set forth in their entirety.

2. **Loan Amount, Maturity Date, Interest Rate, and Schedule of Payment**. The amount of the Loan is hereby increased by \$313,000.00 from \$112,000.00 to \$425,000.00 and the Maturity Date of the Loan is hereby extended to July 11, 2015. Effective as of the date hereof, the interest rate on the Note which is the Wall Street Journal Prime plus 2.25% shall at no time be less than 5.50% per annum ("Floor Rate"). Concurrent with the execution of this Amendment, Borrower shall execute and deliver to Lender an Amended and Restated Promissory Note ("Amended Note") of even date herewith in the original principal amount of \$425,000.00. Borrower will pay the unpaid principal balance of the Loan at an interest rate of the Wall Street Journal Prime plus 2.25% shall at no time be less than 5.50% per annum ("Floor Rate") on the unpaid principal balance from the date hereof until paid in full pursuant to the following schedule:

11 consecutive monthly interest payments, interest based on the unpaid principal beginning August 11, 2016, and on the same date of each month thereafter, and a final payment of all outstanding principal and interest due at maturity which is on July 11, 2015.

The interest rate on this Loan is subject to change from time to time based on changes in an independent index which is the Prime Rate as published in the Wall Street Journal, if more than one rate is published the highest of the rates will be used (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than once each day. The Index currently is 3.250% per annum. The interest rate or rates to be applied to the unpaid principal balance of this Loan will be the rate or rates set forth above. Notwithstanding any other provision of this Loan, the variable interest rate or rates provided for herein will be subject to the following minimum and maximum rates. Under no circumstances will the interest rate on this Loan will be less than 5.50% per annum or more than the maximum rate allowed by applicable law. Any increase in the interest rate will increase the payment amounts.

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3. **Amendment to the Construction Mortgage.** The Construction Mortgage paragraph in the Construction Mortgage is hereby deleted and replaced with following Revolving Line of Credit paragraph:

**REVOLVING LINE OF CREDIT:** Mortgage will now secure the Indebtedness including, without limitation, a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at one time, not including, finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary coverages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

4. **Required Account Condition.** Borrower and Guarantor covenant and agree to maintain aggregate Deposit Accounts of Borrower/Guarantor with average monthly balances of \$50,000.00 with Lender. These deposit accounts must remain active for the duration of the term of the Loan. In the event that any of these accounts become dormant or closed, then the interest rate on this loan will be increased by 100 basis points.

5. **Financial Statements.** Borrower and Guarantor shall submit to Lender annually the Business Financial Statements and Business Federal Income Tax Returns of Borrower and the Personal Financial Statements and Personal Federal Income Tax Returns of Guarantor.

6. **Modification of Documents.** The Mortgage, Security Agreements, Assignment, Guaranty, and other Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby modified and amended. Each reference in the Mortgage and other Loan Documents to "maturity" or Maturity Date" shall hereafter be deemed a reference to July 11, 2016.

7. **Guarantor Not Released.** Guarantor acknowledges and consents to the amendments and modifications set forth in this First Amendment. As additional consideration for Lender to amend the Note, Guarantor shall execute and deliver to Lender, concurrent with the execution of this First Amendment, an Amended and Restated Commercial Guaranty of even date herewith in the original principal amount of

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\$425,000.00 (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. **Restatement of Representations.** Borrower and Guarantor hereby ratify and confirm their respective obligations and liabilities under the Note, 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, Guaranty, and other Loan Documents, as so amended.

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

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

11. **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 Two Thousand One Hundred Twenty Five and 00/100 Dollar (\$2,125.00) 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.

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

- (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 First Amendment, 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

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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 First Amendment and to perform the Loan Documents as modified herein. The execution and delivery of this First Amendment 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 First Amendment has been duly executed and delivered on behalf of Borrower.

13. **Binding Agreement.** This First Amendment shall not be construed more strictly against Lender than against Borrower or Guarantor(s) 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 First Amendment. Each of the parties to this First Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this First Amendment, and recognizes that it is executing and delivering this First Amendment, 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 duress upon it. The signatories hereto state that they have read and understand this First Amendment, 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.

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

15. **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



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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.

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 \$2,740,000.00.

This First Amendment shall extend to and be binding upon each Borrower, Grantor, and Guarantor and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

This First Amendment 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.

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

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

Borrower, Grantor and Guarantor and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise, acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, the "Mortgagee Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions, and causes of action of any and every nature whatsoever, known or unknown, direct or indirect, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future (collectively, the "claims"), which the Mortgagor Parties have as of the date of this First Amendment or may claim to have against the Mortgagee Parties, including but not limited to, any claims arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this First Amendment, including but not limited to, any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Mortgagee Parties occurring on or before the date of

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this First Amendment. The foregoing release is intended to be, and is, a full, complete and general release in favor of the Mortgagee Parties with respect to all claims, demands, actions, causes of action and other matters described therein, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon the Mortgagee Parties arising or occurring on or before the date of this First Amendment. The Mortgagor Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release. Furthermore, each of the Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this agreement, including without limitation, the release set forth in this section (the "Release Provision"), and understands all of the terms and conditions hereof, and (ii) executed this First Amendment voluntarily with full knowledge of the significance of the Release Provision and the releases contained herein and execution hereof. The Mortgagor Parties agree to assume the risk of any and all unknown, unanticipated, or misunderstood claims that are released by this First Amendment.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH BORROWER, EACH GRANTOR, AND EACH GUARANTOR (EACH AN "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS FIRST AMENDMENT 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 FIRST AMENDMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS FIRST AMENDMENT, 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 FIRST AMENDMENT 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**, this First Amendment was executed by the undersigned as of the date and year first set forth above.

**BORROWER:**

MASI MANAGEMENT, LLC

*Kevin Masi*  
\_\_\_\_\_  
By: KEVIN MASI, MANAGER

*Eric Masi*  
\_\_\_\_\_  
By: ERIC MASI, MANAGER

**GUARANTOR:**

*Kevin Masi*  
\_\_\_\_\_  
KEVIN MASI

*Eric Masi*  
\_\_\_\_\_  
ERIC MASI

**LENDER:**

First Eagle Bank

*Zachary M. Goldman*  
\_\_\_\_\_  
By: Zachary M. Goldman, Commercial Loan Officer

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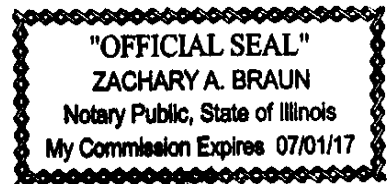
## BORROWER'S ACKNOWLEDGMENT

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 Kevin Masi and Eric Masi, Managers of MASI MANAGEMENT, 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 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 14 day of August, 2014.

  
Notary Public



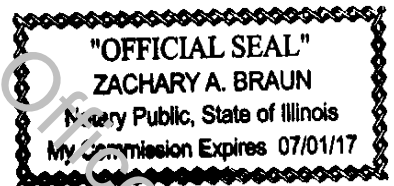
## GUARANTOR'S ACKNOWLEDGMENT

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 Kevin Masi and Eric Masi, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Official Seal this 14 day of August, 2014.

  
Notary Public



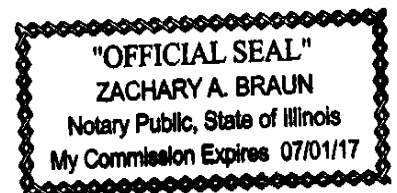
## LENDER'S ACKNOWLEDGMENT

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 Zachary M. Goldman, Commercial Loan Officer of FIRST EAGLE BANK, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act and deed as well as that of the bank she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 14 day of August, 2014.

  
Notary Public



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## EXHIBIT "A"

LOTS 14 AND 15 IN E.W. ZANDER AND COMPANY'S SUBDIVISION OF LOTS 11, 12, AND 13 (EXCEPT THE WEST 66 FEET THEREOF) IN BLOCK 3 IN ANDERSONVILLE IN THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 1746-48 W. WINNEMAC AVENUE, CHICAGO, IL 60640

P.I.N.: 14-07-409-049-0000

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