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This Document Prepared by,
and after Recording Return to:



Kevin S. Werner
RFLF 1, LLC
222 W. Adams #1980
Chicago, IL 60606

Doc#: 1511234049 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/22/2015 01:41 PM Pg: 1 of 8

LOAN MODIFICATION AGREEMENT

This **LOAN MODIFICATION AGREEMENT** ("**Agreement**") is made as of February 28th, 2015, by and among **RFLF 1, LLC**, a Delaware Limited Liability Company, its successors and assigns ("**Lender**" or "**Grantee**"), and the following parties, each being referred to herein as an "**Obligor**" or "**Borrower**" and collectively as the "**Obligors**" or "**Borrowers**" or "**Grantor**":

Itasca Bank & trust U/T/A 12713 Dated September 17, 2014, The Budman Building, LLC, an Illinois Limited Liability Company and **Leigh Ballen**, an individual (the "**Borrower**") and **Leigh Ballen**, an individual (the "**Guarantor**").

Recitals

A. Lender has made a loan (the "**Loan**") to Borrower for the purchase and/or rehabilitation of a condominium (the "**Property**") located in Cook County, IL. The principal balance of the Loan at origination was **Five Hundred Forty-Four Thousand Four Hundred Seventy-Six and 00/100 (\$544,476.00)** (the "**Loan**") pursuant to the terms and conditions of a certain Promissory Note made payable by Borrower to the order of Lender (the "**Note**"), which Note has a Maturity Date of February 28, 2015.

B. The Note is secured by, among other things, the following documents, each in favor of Lender and dated the date of the Note: a Mortgage (the "**Mortgage**"), Construction Loan Agreement, Collateral Assignment of Plans and Permits and a Schedule of Rehab (collectively referred to herein as the "**Loan Documents**"), each executed by Itasca Bank & trust U/T/A 12713 Dated September 17, 2014 and encumbering the real property and all improvements thereon located at and common address of:

1101 W Lake Street Unit 5E Chicago, IL 60607

and legally described in attached Exhibit A (the "**Project**" or "**Property**"), and recorded with the Cook County Recorder of Deed, respectively. Lender is insured as to the lien of the Mortgage under a certain title policy (the "**Title Policy**"), as issued by a title insurer ("**Title Insurer**");

C. The Note, together with the Mortgage, the Construction Loan Agreement, and all other documents evidencing or securing the Loan, in their original form, pursuant to this Agreement, are hereinafter collectively referred to as the "**Loan Documents**";

D. As of the date hereof, the outstanding principal balance of the Loan is **\$547,679.03**;

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E. The Obligors have now requested that the Loan be modified to increase the total loan amount by \$29,166.00 from \$547,679.03 to \$576,845.03, which request the Lender is willing to grant, upon and subject to the following terms and conditions.

Therefore, upon good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreements

1. **Recitals; Loan Documents.** The foregoing Recitals are hereby restated, and the aforesaid Loan Documents are hereby incorporated herein by reference.

2. **Increase of Loan Amount:** The loan amount will increase by \$29,166.00 from \$547,679.03 to \$576,845.03.

3. **Extension of Maturity.** The Maturity Date is hereby deemed extended to, and that term as used and defined in the Note and the other Loan Documents shall be deemed to mean, **April 28, 2015.**

4. **Modifications.** The Mortgage, the Note and each of the other Loan Documents are hereby deemed modified to the extent necessary to reflect or conform to the foregoing provisions, and, as appropriate, the following provisions:

- a. **Three Month Interest Reserve.** The modification will establish an interest reserve to fund three months of interest payments at an annual rate of 14.04% based on the modified Loan Amount. The interest reserve total will be \$19,917.38. Beginning February 28, 2015, Obligors will owe a monthly payment of \$6,749.09. Payment will be deducted from the interest reserve.
- b. **Modification Fee.** Obligors agree to pay a modification fee of \$9,248.62. The \$9,248.62 will be added to the principal balance of the subject loan for the property located at 1101 W Lake Street Unit 5E Chicago, IL 6067. The total loan amount will be \$576,845.03.

5. **Representations and Warranties of the Obligors.** Each of the Obligors hereby represents, covenants and warrants to the Lender that, as of the date hereof: (a) the representations and warranties in the Loan Documents are true and correct; (b) there is no Event of Default under the Loan Documents and such Obligor does not know of any event or circumstance which, with the giving of notice and/or the passage of time, would constitute an Event of Default; (c) the Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they will continue to be the legal, valid and binding obligations of the Obligors, 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 any of the Obligors or any other party whose financial statement has been delivered to the Lender in connection with the Loan from the date of the most recent financial statement received by Lender; and (e) none of Obligors has any 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 Illinois and each Obligor, has the requisite power and authority to execute and deliver this Agreement and to perform its respective obligations under the Loan Documents as modified herein. The execution and delivery

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of this Agreement and performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of each of the Obligors, and this Agreement has been duly executed and delivered.

6. **Extension Fee: Expenses.** As a condition of the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including without limitation title charges, recording fees, and attorneys' fees and expenses.

7. **Reaffirmation of Guaranty.** The Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of each Guarantor in the Guaranty are, as of the date hereof, true and correct and such Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of each Guarantor, enforceable in accordance with its terms and such Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder.

8. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and shall not be construed more strictly against the Lender than against the Obligors merely by virtue of the fact that the same has been prepared by counsel for the Lender, it being recognized that the Obligors and the Lender have contributed substantially and materially to the preparation of this Agreement, and the Obligors and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of his 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 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.

(b) Notwithstanding the execution of this Agreement by the Lender, the same shall not be deemed to constitute the Lender a venturer or partner of or in any way associated with the Obligors nor shall privity of contract be presumed to have been established with any third party.

(c) The Obligors and the Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of the Obligors and the Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(d) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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(e) References to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the 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) Lender retains the sole discretion on which loan balance to apply principal payments.

(g) Time is of the essence of the Obligors' obligations under this Agreement.

(h) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be deemed originals for purposes of execution.

9. **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be deemed originals for purposes of execution.

SIGNATURE PAGES FOLLOW

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IN WITNESS WHEREOF, the Lender and the Obligors have each executed and delivered this Instrument as of the day and year first written above.

Lender:

RFLF 1, LLC

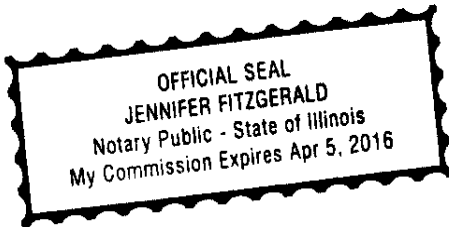
By: [Signature]
Name: _____
Title: Manager

Lender's Acknowledgement

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing Instrument was acknowledged before me on April 8th (Date), 2015, by Mark Radzik, the Manager of RFLF 1, LLC.

[Signature]
NOTARY PUBLIC



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Borrowers:

Itasca Bank & Trust U/T/A 12713 Dated September 17, 2014 & Not Personally

Sherrell A. Coutain, VP & T.O.

Sherrell A. Coutain, VP & Trust Officer

The Budman Building, LLC

[Signature]

See Exculpatory
Rider Attached &
Made an Express
Part Of This Instrument

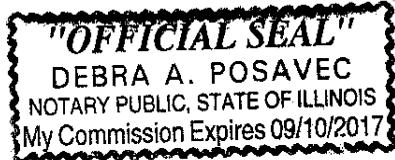
Leigh Ballen

[Signature]

Borrowers' Acknowledgement

STATE OF Illinois
COUNTY OF DePage

The foregoing Instrument was acknowledged before me on March 16, 2015, by Itasca Bank & Trust U/T/A 12713 Dated September 17, 2014.



Debra A. Posavec
NOTARY PUBLIC

The foregoing Instrument was acknowledged before me on March 13, 2015, by The Budman Building LLC, an Illinois Limited Liability Company, and Leigh Ballen, an individual.

Tara Hellaway
NOTARY PUBLIC



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EXCULPATORY RIDER

This instrument is executed by *Itasca Bank & Trust Co.*, as Trustee under the provisions of a **Trust Agreement** dated, September 17, 2014 and known as **Trust Number 12713**, and not personally but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust, and Itasca Bank & Trust Co., warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Itasca Bank & Trust Co., in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against Itasca Bank & Trust Co., on account of any representations, warranties (including, but not limited to any representations and/or warranties regarding potential and/or existing hazardous waste) covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste law) hereunder being specifically limited to the trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any cost, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempt; nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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LEGAL DESCRIPTION

UNIT 5 AND PARKING SPACE 9 IN THE 1101 WEST LAKE STREET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1 AND 2 IN HAYES AND SHELBY'S SUBDIVISION OF BLOCK 30 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 18, 2004 AS DOCUMENT 0401644052, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

COMMON ADDRESS: 1101 W. LAKE STREET, UNIT 5E, CHICAGO, ILLINOIS 60607

PERMANENT INDEX NUMBER: 17-08-428-026-1010

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