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THIS DOCUMENT PREPARED BY
AND WHEN RECORDED MAIL TO:

Deborah S. Ashen
Ashen|Faulkner
217 N. Jefferson St., Ste 601
Chicago, Illinois 60661



Doc#: 1512450046 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/04/2015 01:05 PM Pg: 1 of 10

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (the "Modification") is made as of April 18, 2015, by **Apex Business Services, Inc.** (the "Grantor") to **Medford Real Estate Fund I LLC** (together with its successors and assigns), including each and every holder of the Note (the "Lender").

MORTGAGE. Borrower and Lender entered into a Mortgage dated October 23, 2014, which was recorded with the Cook County, Illinois Recorder of Deeds on 11/07/2014, as document number 1431150016 ("Mortgage") in the amount of \$55,000.00.

REAL PROPERTY DESCRIPTION. The Mortgage relates to the following described commercial property in Cook County, State of Illinois:

LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT A

Commonly known as: 8019 S. Ada St., Chicago, IL 60620
Permanent Index Numbers: 20-32-113-006

MODIFICATION. Lender and Borrower hereby modify the Mortgage as follows:

- A. **AMOUNT SECURED.** The amount secured by the Mortgage shall be increased to the total amount remaining due from Borrower to Lender of \$70,000, plus additional interest, fees and costs as they continue to accrue.
- B. **CAPITALIZED TERMS.** Unless otherwise defined herein, all capitalized terms in this Modification shall have the respective meanings ascribed to them in the Mortgage, the Forbearance and/or the Loan Documents.
- C. **NO DEFENSES.** Grantor hereby acknowledges that as of the date hereof, Grantor has no defenses, offset or counterclaim with respect to the payment of any sum owed to Lender, or with respect to any covenant in the Mortgage or other Loan Documents, as modified hereby.

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- D. RIGHT OF REDEMPTION. Grantor waives any right of redemption afforded to it under the Loan Documents or otherwise.
- E. REAFFIRMATION. Grantor hereby reaffirms each and every one of its representations, warranties, covenants, conditions and obligations set forth in the Mortgage, as modified hereby.
- F. TERMS REMAIN. Except as otherwise set forth herein or in the Forbearance, the Mortgage remains unmodified and shall continue in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Assignment nor obligate the Lender to make any further modifications. Nothing in this Modification shall constitute a satisfaction of the Loan Documents secured by the Mortgage or this Modification. It is the intention of the Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the other Loan Documents, unless the party is expressly released by the lender in writing.
- G. PAYMENT OF FEES. Grantor hereby agrees to pay or cause to be paid to Lender all reasonable fees and expenses of Lender relating to this Modification and the transactions contemplated herein, including, without limitation, reasonable fees and expense of Lender's counsel, recording charges, escrow charges, title charges and related expenses.
- H. NO PREJUDICE. This Modification shall not prejudice any rights or remedies of Lender under any of the Loan Documents.
- I. COUNTERPARTS. This Modification may be executed in counterparts, and all such counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this Modification to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the loan documents.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 18, 2015.

Grantor:

Apex Business Services, Inc

By: Karen Lewin



Its:

President

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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 that Karen Lewin President of Apex Business Services,
Inc. appeared before me this day and acknowledged that she executed the foregoing
Modification of Mortgage to Medford Real Estate Fund I LLC as her free and voluntary act
and for the uses and purposes therein set forth.

Given under my hand and official seal, this 30 day of April, 2015.

Margaret McGinness-Decarne
Notary Public



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MODIFICATION AGREEMENT

This MODIFICATION AGREEMENT ("Agreement") is entered into as of the 30th day of April, 2015, by and between **Medford Real Estate Fund I LLC** (together with its successors and assigns), including each and every holder of the Note (the "Lender") (together with its successors and assigns), including each and every holder of the Note, **Apex Business Services, Inc.** (the "Borrower") and **Jerome E. Lewin and Karen E. Lewin** (collectively "Guarantor")

WITNESSETH:

WHEREAS, Lender made a loan (the "Loan") to Borrower in the principal amount of Fifty-Five Thousand 00/100 Dollars (\$55,000.00), as evidenced by that certain Promissory Note dated October 23, 2014, by Borrower in favor of Lender (collectively "Note"), secured by that certain Mortgage by Borrower in favor of Lender ("Mortgage"), and personally guaranteed by the Guarantor ("Guaranty") along with certain other documents evidencing and securing the loan (together with the Note and Mortgage, the "Loan Documents");

WHEREAS, Borrower has requested that the principal amount of the loan be increased from \$55,000.00 to \$70,000.00 with Interest, attorney fees and costs continue to accrue herein.

WHEREAS, Lender is willing to increase the principal amount of the loan to \$70,000.00 upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the covenant and agreements hereinafter set forth, and also in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to Lender by Borrower and Guarantor, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Loan Documents.
2. Incorporation of Recitals. Borrower and Guarantor stipulate, acknowledge and agree that the Recitals set forth above are true and accurate and are incorporated into and form a part of this Agreement.
3. Amendment to the Note. The principal amount of the Note is hereby increased from \$55,000.00 to \$70,000.00.
4. Amendment to Mortgage. The amount secured by the Mortgage shall be increased to \$70,000.00, plus additional interest, fees and costs as they continue to accrue.
5. Amendment to Loan Documents. The amount secured by the Loan shall be increased to \$70,000.00, plus additional interest, fees and costs as they continue to accrue.

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6. Agreements Continue. All the terms, provisions, stipulations, powers, and covenants in the Loan Documents, including but not limited to the Guaranty, shall stand and remain unchanged and in full force and effect and shall be binding upon all parties hereto, except as changed or modified in express terms by this Agreement.

7. Fees and Expenses. Borrower shall pay all reasonable out of pocket costs and expenses incurred by Lender in connection with this Agreement and the matters referred to herein, including, but not limited to, fees and expenses of any and all outside counsel to Lender incurred from this date herein.

8. Representations, Covenants and Warranties of Borrower and Guarantor. Borrower and Guarantor hereby represent, warrant to, and covenants with Lender, and acknowledges that to the best of their knowledge that:

- (a) Each of the foregoing recitals is true and correct.
- (b) At the date hereof, the Loan Documents as amended hereby are in full force and effect, and Borrower and Guarantor are not in default in the payment of any sums, charges or obligations under the Loan Documents or in the payment or performance of any covenants, agreements or conditions of Borrower and Guarantor contained in the Loan Documents;
- (c) At the date hereof, Borrower and Guarantor have no right or claim of set-off, discount, deduction, defense or counterclaim which could be asserted in any action brought to enforce the Loan Documents;
- (d) Borrower and Guarantor do hereby release and forever discharge Lender and each of its affiliates, officers, directors, employees, agents, successors, predecessors, and assigns for all claims, causes of action, debts, liabilities, or demands of any kind or nature, in law or in equity, which Borrower or Guarantor ever had or now have against Lender, which arise out of any all claims or demands which have been or could have been asserted for or because of any material thing done, omitted or suffered to be done by anyone prior to and including the date hereof in connection with Loan and Loan Documents.
- (e) There are no actions, suits or proceedings (including, without limitation, proceedings before any court, arbitrator or governmental authority or agency) pending or threatened against Borrower or Guarantor (or to the knowledge of Borrower or Guarantor any basis for any such action, suit or proceeding), which if adversely determined, might individually, or in the aggregate, materially and adversely:
 - (i) impair the ability of Borrower or Guarantor to pay or perform its obligations under the Loan Documents; or
 - (ii) affect the assets pledged as collateral under the Loan Documents;

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- (f) There is no presently known fact which affects, or may affect in the future (so far as the undersigned can foresee), materially and adversely the condition (financial or otherwise) of Borrower or Guarantor to pay or perform its obligations under the Loan Documents;
- (g) There are no other liens, encumbrances or other mortgage on the Property and improvements thereon, except in favor of Lender;
- (h) Neither the Loan Documents nor any other document or written materials delivered or made, and any other communication made, to Lender or any employee or agent of Lender contains any untrue statement of a material fact or fails to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which such statement was made.
- (i) Borrower and Guarantor acknowledge that Lender charges fees for services it provides in connection with administering its loans, including, without limitation, release fees, construction draw fees, inspection fees, and insurance verification fees. These may differ substantially from fees charged by other institutions. Borrower and Guarantor agree to pay the fees, and authorize payment directly by increasing the principal balance of the Note, at the discretion of Lender.
- (j) Borrower and Guarantor acknowledge that certain costs and expenses may be advanced by Lender and charged to Borrower and Guarantor, including, without limitation, appraisal fees, overnight delivery fees, messenger fees, credit reports, inspection fees and flood certification fees, such fees may include not only Lender's actual out-of-pocket costs, but additionally a reasonable mark-up. Borrower and Guarantor acknowledge and agree that the mark-up will be an amount determined by Lender, but which shall be reasonable and/or customary in the banking industry, and will represent compensation for Lender's oversight, review and analysis as well as profit for Lender. Borrower and Guarantor agree to pay these charges for the services, and authorize payment directly by increasing the principal balance of the Note, at the discretion of Lender.
- (k) Borrower and Guarantor represent and warrant that the liens of the Loan Documents shall secure the Note as hereby amended to the same extent as if the amendments made herein were set forth and described in the Note and Loan Documents.
- (l) The representations and warranties of Borrower and Guarantor contained in the Mortgage and the other Loan Documents are true and complete as of the date hereof.
9. No Waiver. Notwithstanding anything contained in this Agreement to the contrary or any prior act of Lender or any procedure established by Lender with regard to the Loan, Borrower and Guarantor acknowledge and agree that Lender has not heretofore waived any of its rights or remedies under the Loan Documents nor has Lender waived any of the duties or obligations of

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Borrower or the Guarantor thereunder. No waiver by Lender of any covenant or condition under the Loan Documents shall be deemed a subsequent waiver of the same or any other covenant or condition. No covenant, term or condition of the Loan Documents shall be deemed waived by Lender unless waived in writing.

10. Miscellaneous.
- (a) Time is of the essence with respect to the payment, performance and observance of each and every covenant, agreement, condition, representation, warranty and obligation of Borrower and Guarantor under the Loan Documents.
 - (b) This Agreement may be executed by facsimile and/or in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.
 - (c) None of the covenants, terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned, except by written instrument, duly signed and delivered by all the parties hereto.
 - (d) This Agreement contains the entire agreement between the parties hereto as to the subject matter hereof and there are no other terms, obligations, covenants, representations, warranties, statements or conditions, oral or otherwise, of any kind.
 - (e) This Agreement is made in accordance with and is intended to be consistent with the Loan Documents. However, except as otherwise provided in any additional agreements hereafter executed by the parties hereto, if any provision contained in this Agreement is in conflict with, or inconsistent with any provision in the Loan Documents, the provisions contained in this Agreement shall govern and control.
 - (f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 - (g) If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.
 - (h) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.
 - (i) BORROWER AND GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT,

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THE NOTE OR ANY OF THE OTHER LOAN DOCUMENTS, OR ANY OTHER STATEMENTS OR ACTIONS OF BORROWER, GUARANTOR, OR LENDER. BORROWER AND GUARANTOR ACKNOWLEDGE THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. BORROWER AND GUARANTOR FURTHER ACKNOWLEDGE THAT (i) THEY HAVE READ AND UNDERSTAND THE MEANING AND RAMIFICATIONS OF THIS WAIVER, (ii) THIS WAIVER HAS BEEN REVIEWED BY BORROWER AND GUARANTOR, AND THEIR COUNSEL AND IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THE AGREEMENT AND THE OTHER LOAN DOCUMENTS (iii) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF SUCH OTHER LOAN DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

- (j) BORROWER AND GUARANTOR HEREBY CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS AND IRREVOCABLY AGREE THAT, SUBJECT TO LENDER'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. BORROWER AND GUARANTOR EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. BORROWER AND GUARANTOR HEREBY WAIVE PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON BORROWER AND GUARANTOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO BORROWER AND GUARANTOR, AT THE ADDRESS SET FORTH IN THIS ASSIGNMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

Additional Assurances. Borrower and Guarantor agree that, at any time or from time to time, upon the written request of Lender, it will execute all such further documents and do all such other acts and things as Lender may reasonably request to effectuate the transaction herein contemplated.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the undersigned executed or caused this Agreement to be executed as of the day and year first above written.

LENDER:

MEDFORD REAL ESTATE FUND I

By: [Signature]
Name: Steven Urkov
Its: Manager

BORROWER:

APEX BUSINESS SERVICES, INC.

By: [Signature]
Name: THOMAS LEWIN
Its: President

GUARANTOR:

[Signature]
JEROME E. LEWIN
[Signature]
KAREN E. LEWIN

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ALTA Plain Language Commitment (6-17-06)

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

Order Number: TT14-19878

Commitment Number:

EXHIBIT A

LOT 31 IN BLOCK 6 IN AUBURN HIGHLANDS BEING HART'S SUBDIVISION OF BLOCKS 1, 2, 7 AND 8 IN CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8019 SOUTH ADA STREET, CHICAGO, IL 60636

PIN 20-32-113-006

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Schedule A consists of 2 page(s)