

144

UNOFFICIAL COPY



**This Document Prepared by,
And after Recording Return to:**

Renovo Financial LLC
222 W Adams St., Ste 1950
Chicago, IL 60606

Doc#: 1530016008 Fee: \$60.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/27/2015 10:04 AM Pg: 1 of 12

LOAN MODIFICATION AGREEMENT

This **LOAN MODIFICATION AGREEMENT** ("**Agreement**") is made as of October 22nd 2015, by and among **RFLF 2 LLC**, a Delaware limited liability company, as assignee to **Renovo Financial Loan Fund, L.L.C.**, a Delaware limited liability company and ("**Lender**"), and the following parties:

Skyline 1, Inc., an Illinois corporation, and **Lyle Anastos**, an individual, collectively as "**Borrowers**" or "**Grantors**"; Lyle Anastos, individually, as "**Guarantor**"; and **Renovo Financial LLC**, an Illinois limited liability company ("**Grantee**").

Recitals

A. Lender has made a loan to Borrowers for the purchase, refinance and/or rehabilitation of a property located in Cook County, Illinois. The original principal balance of the Loan at origination was Ninety Four Thousand and 00/100 Dollars (\$94,000.00) (the "**Loan**") pursuant to the terms and conditions of a certain Acquisition and Construction Note made payable by Borrowers to the order of Lender (the "**Note**"), which Note has a "**Maturity Date**" of August 6, 2014, and extended from time to time to November 6, 2015.

B. The Note is secured by, among other things, the following documents, each in favor of the Lender and dated the date of the Mortgage: a Mortgage Security Agreement, and Financing Statement (the "**Mortgage**"), a Guaranty (the "**Guaranty**"), Certificate of Borrower ("**Certificate of Borrower**"), Collateral Assignment of Plans, Permits, Licenses, and Contracts ("**Collateral Assignment**"), and Construction Loan Agreement ("**Construction Loan**"), each executed by Borrowers and encumbering the real property and all improvements thereon located at and common address of:

4025 W. 99th Place, Oak Lawn, Illinois 60453

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

UNOFFICIAL COPY

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

D. As of the date hereof, the outstanding principal balance of the Loan is **\$_94,000.00_**;

E. The Borrowers have now requested that the Loan Documents be modified to require Renovo Financial LLC to market the Property for sale; and

F. The Borrowers will manage the Property until the sale of the Property, and Borrowers will maintain adequate insurance for the Property.

G. The Lender is willing to grant such request 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. **Extension of Maturity Date**. 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, **February 6, 2016**.

3. **Modifications**. The Mortgage, 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) **Extension Fee**. Borrowers agree to pay as an extension fee an additional 1.5% of the outstanding principal balance for the 3-month extension. The payment schedule for extension fee due is as follows:

- i. A 0.5% fee (\$470.00) will be due as of November 6, 2015.
- ii. An additional 0.5% fee (\$470.00) will be due as of December 6, 2015.
- iii. An additional 0.5% fee (\$470.00) will be due as of January 6, 2015.

4.

UNOFFICIAL COPY

5. **Modifications.** The Mortgage, 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) **Transfer of Deed.**

i. Notwithstanding any contrary provisions in the Loan Documents, Grantors shall execute and deliver a Warranty Deed (the "**Deed**") conveying the Property to Grantee, an affiliate of Lender to protect Lender's interest in the Property but which shall not be deemed a merger, which Deed shall be recorded by the Cook County Recorder of Deeds, concurrently with the execution of this Agreement. Lender consents to such transfer, and Grantee shall take title to the Property subject to the Mortgage and Loan Documents.

ii. The aforesaid Deed made by Grantor, in favor of Grantee, is intended to be an absolute conveyance of all of the right, title and interest in and to the Property to Grantee in effect, as well as in form, and was not and is not intended as a mortgage, trust conveyance or security of any kind, and that full and complete possession of the Property was surrendered by Grantors to Grantee contemporaneously therewith, except that Grantors shall remain solely and exclusively responsible for the management, maintenance, repair and security of the Property as set forth in Section 2(a)(iv), herein.

iii. Grantors represent and warrant to Lender and Grantee as follows: The aforesaid Deed and conveyance was made by Grantors as the result of Grantors' request that Lender permit, and in order to induce Lender to permit, the conveyance of the Property to Grantee. Such transfer of Deed was Grantors' free and voluntary act; that at the time of making said Deed; that at the time said Deed was transferred, there was no other person or persons, firms or corporations, other than Grantors and any tenants currently residing at the Property, with an ownership or possessory interest, either direct or indirect, in said Property; that at such time Grantors were represented or provided the opportunity to be represented by counsel of its choosing; that Grantors were not at the time of delivery of said Deed, nor are Grantors now, insolvent, nor was said Deed delivered to Grantors within any period of insolvency as such is defined under any federal bankruptcy statute or federal or applicable state law regarding fraudulent conveyances; that Grantors will not be rendered insolvent by the conveyance and transaction contemplated herein; that Grantors have sufficient capital and are able to pay their debts as they are incurred; that Grantors' assets exceed their liabilities; that Grantors are able to meet their obligations as they become due; and that Grantors, in offering to execute the aforesaid Deed to Grantee and in executing same, were not acting under any duress, undue influence, mistake, misapprehension or misrepresentation by Lender or Grantee, or by the agents or attorneys or any other representatives of Lender or Grantee, or any other party, and that it was and is the intention of Grantors to convey, and by said Deed Grantors did convey, to Grantee all of its right, title and interest absolutely in and to the Property described in said Deed. No one other than Grantors, and any

UNOFFICIAL COPY

tenants currently residing at the Property, have or claim any ownership or possessory interest in and to the Property or any portion thereof not appearing of record, and no contract has been entered into for the sale or lease of said Property or any party hereof other than the conveyance to Grantee in the aforementioned Deed and any leases executed with tenants currently residing at the Property; there are no outstanding unrecorded Deeds covering any portion of the Property except the Deed to Grantee, nor is there any mortgage, trust Deed, chattel mortgage, conditional sales contract, vendor's lien, mechanic's lien or any other lien, interest or encumbrance which is or may be superior to the title to the Property conveyed to Grantee, other than the instrument which establishes Lender's lien against the Property. The Note, all other security documents and the instrument granting the lien against the Property to secure payment of the Note are all valid and have been and remain perfected under applicable law.

iv. Grantors further represent and warrant that Grantors shall:

1. Manage, direct and supervise the maintenance, repair, and security of the Property;
2. Timely prepare and deliver to Grantee copies of any and all rent rolls;
3. Satisfy any and all duties and obligations to tenants currently residing at the Property under the terms of any leases entered into with tenants or by operation of law;
4. Maintain adequate insurance covering the Property, as reasonably determined by Grantee in its sole and absolute discretion; and
5. Pay any and all real estate taxes levied against the Property, for which Grantee is responsible for payment, as they come due.

v. Grantors have waived and released, and hereby waive and release, any claim, demand or right it may have against Lender and/or Grantee, their respective affiliates, successors or assigns, in and to any proceeds, if any, derived from the eventual sale, conveyance and/or leasing of the Property, or any portion thereof, by Grantee, and with respect to all matters which have transpired prior to the date hereof, other than as specifically provided herein.

vi. The aforementioned Deed shall be, and hereby is, intended and understood by Grantors to be an absolute conveyance and an unconditional sale and transfer, with full release of all Grantors' right, title and

UNOFFICIAL COPY

interest of every character in and to said Property and improvements, with full extinguishment of Grantors' equity and cure and redemption in and to said Property and full extinguishment of any homestead or other right of Grantors related to said Property.

vii. Grantors are not under control of Grantee. Moreover, Grantee is not an affiliate, partner or venture with Grantors.

(b) **Borrower to Continue Debt Service.** Until the sale of the Property as provided herein, Borrowers must remain current on all payments to Lender, and must make all necessary property insurance and tax payments for the Property to Grantee.

(c) **Workout Success Fee.** Borrowers shall pay an additional fee of \$10,000.00.

(d) **Grantors' Duty to Respond to Lender.** Grantors agree to respond by phone call within forty-eight (48) hours after receiving any communication from Lender. Such communication shall include, but not be limited to, email, phone, and text message. If Grantors fail to respond within forty-eight (48) hours of any communication of Lender, the same will be deemed an event of default under this Agreement.

(e) **Sale of the Property.**

i. Grantee, with Lender's consent, shall market the Property for sale, not directly but through an agent selected solely by Lender, to a bona fide third party purchaser at a purchase price, that after payment of all expenses, taxes, and commissions associated with the marketing and sale of the Property, will yield sufficient funds to pay Lender all principal, interest and any loan charges due under the Loan Documents and this Agreement, until February 6, 2016 (the "Sale Period").

ii. If no sale contract conforming to the terms of Section 2(e)(i) above is obtained within the Sale Period, Grantee, with Lender's consent, may list the Property for sale at a sales price determined by Lender at its sole and absolute discretion.

iii. After the sale of the Property, Grantors shall receive one hundred percent (100%) of the net proceeds from the sale of the Property, less all of the following, as determined in the Lender's sole and absolute discretion: (i) all sums due Lender under the Loan Documents, and this Agreement; (ii) a workout fee in the amount of \$10,000; (iii) all other fees, costs or expenses of Lender and/or Grantee associated with this Agreement, the Property or the Loan (including but not limited to attorneys' fees); (iv) all expenses and commissions associated with the marketing and sale of the Property; and (v) all sums due Lender under:

UNOFFICIAL COPY

1. Acquisition and Construction Note, dated May 30, 2013, given by S12 LLC, Skyline 1, Inc., Lyle Anastos, and Kathryn Anastos to Renovo Financial Loan Fund, L.L.C. (as subsequently amended and/or modified), encumbering the real property and all improvements thereon located at and common addresses of: 9623 S. Troy Ave., Evergreen Park, Illinois 60805; 4021 W. 99th St., Oak Lawn, Illinois, 60453; 9904 S. Pulaski Rd., Oak Lawn, Illinois 60453; and 5801 W. 88th St., Oak Lawn, Illinois 60453;
2. Acquisition and Construction Note, dated August 30, 2013, given by Skyline 1, Inc., Lyle Anastos, and Kathryn Anastos to Renovo Financial Loan Fund, L.L.C. (as subsequently amended and/or modified), encumbering the real property and all improvements thereon located at and common address of: 5372 W. Otto Place, Oak Lawn, Illinois 60453;
3. Acquisition and Construction Note, dated September, 2013, given by Skyline 1, Inc., Lyle Anastos, and Kathryn Anastos to Renovo Financial Loan Fund, L.L.C. (as subsequently amended and/or modified), encumbering the real property and all improvements thereon located at and common addresses of: 11041 S. Keeler Ave., Oak Lawn, Illinois 60453; and 9923 S. 52nd Ave., Oak Lawn, Illinois 60453;
4. Acquisition and Construction Note, dated March 11, 2014, given by Skyline 1, Inc., Lyle Anastos, and Kathryn Anastos to Renovo Financial Loan Fund, L.L.C. (as subsequently amended and/or modified), encumbering the real property and all improvements thereon located at and common address of: 5308 Oakdale Dr., Oak Lawn, Illinois 60453;
5. Acquisition and Construction Note, dated March 31, 2014, given by Skyline 1, Inc., Lyle Anastos, and Kathryn Anastos to RFLF 1, LLC (as subsequently amended and/or modified), encumbering the real property and all improvements thereon located at and common address of: 8821 S. Austin Ave., Oak Lawn, Illinois 60453;
6. Acquisition and Construction Note, dated March 31, 2014, given by Skyline 1, Property Management Inc.,

UNOFFICIAL COPY

Lyle Anastos, and Kathryn Anastos to RFLF 1, LLC (as subsequently amended and/or modified), encumbering the real property and all improvements thereon located at and common address of: 9901 Southwest Highway, Oak Lawn, Illinois 60453;

7. Acquisition and Construction Note, dated June 26, 2014, given by Skyline 1 Property Management, Inc., Lyle Anastos, and Kathryn Anastos to RFLF 1, LLC (as subsequently amended and/or modified), encumbering the real property and all improvements thereon located at and common address of: 3628 W. Scott Dr., Alsip, Illinois 60803; 9717 McVicker Ave., Oak Lawn, Illinois 60453; and

8. Acquisition and Construction Note, dated August 4, 2014, given by Skyline 1, Inc., Lyle Anastos, and Kathryn Anastos to RFLF 1, LLC (as subsequently amended and/or modified), encumbering the real property and all improvements thereon located at and common address of: 10650 82nd Ct., Palos Hills, Illinois 60465.

iv. After the sale of the Property, and payment in full of all sums due Lender under the Loan Documents and this Agreement, Lender shall release Borrowers from liability under the Note and release Guarantor from liability under the Guaranty.

v. If Grantors shall fail to make any payment described herein or in the Loan Documents, shall fail to pay the balance of the Loan on or before the Maturity Date or otherwise violate or fail to perform any provision of this Agreement or the Loan Documents, Lender may immediately, without notice to Borrower, terminate this Agreement, and Borrower agrees to forfeit any right, title or interest in the Property or its proceeds, and Lender may immediately sell the Property, and retain all proceeds therefrom.

6. **Representations and Warranties of Borrowers.** Each of the Borrowers hereby represents 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 Borrower does not know of any event or circumstance which, with the giving of notice and/or the passage of times, 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 Borrowers, 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

UNOFFICIAL COPY

financial condition of any of the Borrowers 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; (e) none of the Borrowers has any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein; and (f) Borrowers are validly existing under the laws of the State of Illinois, and each Borrower 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 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 Borrowers, and this Agreement has been duly executed and delivered.

7. **Reaffirmation of Guaranty.** Guarantor ratifies and affirms the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of 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 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 Borrowers merely by virtue of the fact that the same has been prepared by counsel for the Lender, it being recognized that the Borrowers and the Lender have contributed substantially and materially to the preparation of this Agreement, and the Borrowers and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other and entering into this Agreement. Each of the parties to this Agreement represents that it is 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 its own free will, without promises or threats or exertion of pressure 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 or Grantee a real estate broker, a venture or partner of, or in any way associated with, the Borrowers, nor shall privity of contract be presumed to have been established with any third party.

(c) The Borrowers and the Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written,

UNOFFICIAL COPY

express or implied, that are not embodied in the Loan Documents and in this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of the Borrowers, Guarantor and the Lender; and that all such prior understandings, agreements and representations are hereby modified and 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.

(e) References to the "Note", the "Mortgage" or "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 singular.

(f) Time is of the essence of the Borrowers' obligations under this Agreement.

(g) 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 to be originals for purposes of execution.

UNOFFICIAL COPY

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


Lender:

Borrower:

RFLF 2 LLC, a Delaware limited liability company, as assignee of **Renovo Financial Loan Fund, L.L.C.**, a Delaware limited liability company,

Skyline 1, Inc., an Illinois corporation,

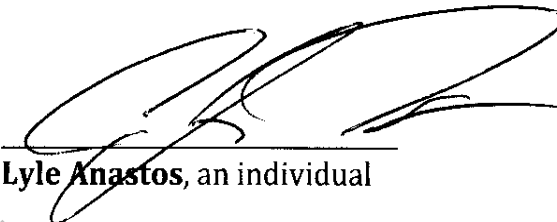
By: _____
Name: _____
Title: _____

By: 
Name: LYLE T. ANASTOS
Title: PRESIDENT

Grantee:

Borrower/Guarantor:

Renovo Financial LLC, an Illinois limited liability company



Lyle Anastos, an individual

By: _____
Name: _____
Title: _____

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 15 IN BLOCK 3 IN BEVERLY LAWN, BEING A SUBDIVISION OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 24-10-423-015-0000

Address of Real Estate: 4025 W. 99th Place, Oak Lawn, Illinois 60453

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

Lender's Acknowledgement

The foregoing Agreement was acknowledged before me on October 22nd, 2015, by Mark Radzik, the manager of RFLF 2 LLC, as assignee of Renovo Financial Loan Fund, L.L.C.

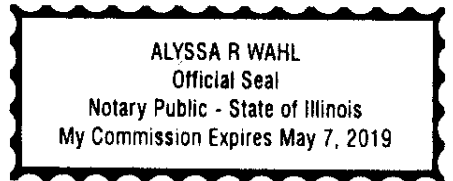
Alyssa R Wahl
NOTARY PUBLIC



Grantee's Acknowledgement

The foregoing Agreement was acknowledged before me on October 22nd, 2015, by Mark Radzik, the manager of Renovo Financial LLC.

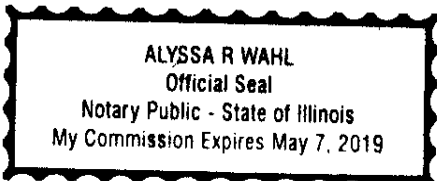
Alyssa R Wahl
NOTARY PUBLIC



Borrower's Acknowledgement

The foregoing Agreement was acknowledged before me on October 22nd, 2015, by Lyle Anastos, the past president of Skyline 1, Inc.

Alyssa R Wahl
NOTARY PUBLIC



Borrower/Guarantor's Acknowledgement

The foregoing Agreement was acknowledged before me on October 22nd, 2015, by Lyle Anastos.

Alyssa R Wahl
NOTARY PUBLIC

