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Instrument prepared by and
after recording return to:

Gary A. Whitlock, Esq.
Akerman, LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

Doc#: 1530334052 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/30/2015 01:32 PM Pg: 1 of 7

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (this "Modification") is made this 6th day of October, 2015, to be effective as of October 6, 2015 (the "Effective Date"), by FIELDS IMPORTS, INC., an Illinois corporation ("Mortgagor"), to and for the benefit of BANK OF AMERICA, N.A., a national banking association ("Mortgagee"), with reference to the following facts:

A. Mortgagee and Mortgagor entered into that certain Real Estate Loan Agreement dated March 13, 2012 (the "Agreement"), to evidence a term loan in the principal amount of \$22,278,500.00 (the "Loan").

B. The Loan is secured by, among other things, that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated March 13, 2012, and recorded in the office of the Cook County Recorder of Deeds, on March 15, 2012, as document number 1207516022 (as amended and assigned from time to time, the "Mortgage"), creating a mortgage lien against real property and improvements commonly known as 700 and 770 West Frontage Road, Northfield, Illinois 60093, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Security Property").

C. Pursuant to that certain Amendment No. Two To Real Estate Loan Agreement of even date herewith (the "Amendment"), Mortgagor and Mortgagee have agreed to make certain modifications to the Loan.

D. In addition, Mortgagee has agreed to make a new construction and equipment loan to Mortgagor of even date herewith, which new equipment and construction loan are intended to be secured by the Mortgage.

E. In order to induce Mortgagee to enter into the Amendment and to make the new equipment and construction loan, Mortgagor has agreed to amend the Mortgage as set forth herein, but not otherwise.

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NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of Mortgagee's execution and delivery of the Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Mortgagor, intending to be legally bound, agrees as follows:

1. **Definitions.** Defined terms used in this Modification that are not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.

2. **Amendments to Mortgage.**

(a) Section 2.1 of the Mortgage is hereby amended as follows:

1. Subsection (a) is hereby amended and restated in its entirety to read as follows:

(a) Payment and performance of all obligations of FAIM, L.L.C., an Illinois limited liability company ("Obligor") to Mortgagee arising under the following instrument(s) or agreement(s) (collectively, the "Debt Instrument"):

(i) A certain Real Estate Loan Agreement dated as of March 13, 2012, as amended, between Obligor and Mortgagee which provides for extensions of credit in a principal amount not exceeding Seven Million Six Hundred Fifty Thousand Four Hundred Eighty Eight and No/100 Dollars (\$7,650,488.00); and

(ii) A certain Construction Loan Agreement dated May 12, 2014, between the Obligor and Mortgagee, in the original principal amount of One Million Nine Hundred Sixty Six Thousand One Hundred Twenty Six and No/100 Dollars (\$1,966,126.00).

This Mortgage also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety;

2. The following is hereby added as a new subsection (e) to read as follows:

(e) Payment and performance of all obligations of Mortgagor under a certain Construction Loan Agreement dated of even date herewith,

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between Mortgagor and Mortgagee, in the original principal amount of \$7,640,000.00 (the "CLA").

3. The following paragraph is added to the end of Section 2.1 of the Mortgage to read as follows:

Notwithstanding any provision to the contrary, "Secured Obligations" secured hereby shall not include obligations arising under any Swap Contract to the extent that the grant of a lien hereunder to secure such Swap Contract would violate the Commodity Exchange Act by virtue of the Mortgagor's failure to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time such grant of such lien becomes effective with respect to such Swap Contract. "Commodity Exchange Act" means 7 U.S.C. Section 1 *et seq.*, as amended from time to time, any successor statute, and any rules, regulations and orders applicable thereto.

(b) Section 7.18 of the Mortgage is hereby amended and restated in its entirety to read as follows:

7.18 Statement of Construction Loan. The CLA evidences a debt created by one or more disbursements made by Mortgagee to Mortgagor to finance the cost of certain equipment and the construction of certain improvements upon the Security Property in accordance with the CLA, and this Mortgage is a construction mortgage as such term is defined in Section 9-334(h) of the Illinois Uniform Commercial Code. The terms and conditions recited and set forth in the CLA are fully incorporated in this Mortgage and made a part hereof, and a default under any of the conditions or provisions of the CLA shall constitute a default hereunder. Upon the occurrence of any such default, the holder of the CLA may at its option declare the Secured Obligations immediately due and payable, or complete the construction of said improvements and enter into the necessary contracts therefor, in which case all money expended shall be so much additional Secured Obligations and any money expended in excess of the amount of the original principal shall be immediately due and payable with interest until paid at the default interest rate. In the event of a conflict between the terms of the CLA and this Mortgage, the provisions of the CLA shall apply and take precedence over this Mortgage. All future advances shall be made on or before March 12, 2032.

3. Recording. Upon the execution of this Modification, Mortgagor shall cause it to be promptly recorded in the Office of the County Recorder for Cook County, Illinois.

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4. **Continuing Force and Effect.** Except as specifically modified by this Modification, the Mortgage shall continue in full force and effect. Mortgagor reaffirms all of its obligations, liabilities, duties, covenants, and agreements to and with Mortgagee pursuant to the Mortgage and agrees that such obligations, liabilities, duties, covenants, and agreements shall continue in full force and effect and shall not be discharged, limited, impaired, or, except as provided in this Modification, affected in any manner whatsoever.

[signature pages follow]

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WITNESS the due execution of this Modification as of the date first above written.

MORTGAGOR:

FIELDS IMPORTS, INC., an Illinois corporation

By: *John R. Fields*
John R. Fields
President

ACKNOWLEDGMENTS:

STATE OF ILLINOIS

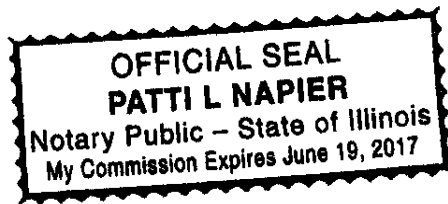
COUNTY OF Cook) SS.

I, *Patti L Napier* a notary public in and for said County, in the State aforesaid, do hereby certify that John R. Fields personally known to me to be the President of FIELDS IMPORTS, INC., an Illinois corporation, and 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 as such Manager, he signed and delivered the said instrument, pursuant to authority given by the company and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this 6th day of October, 2015.

Patti L Napier
Notary Public

Commission expires: 6-19-2017



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ACCEPTED as of the date first above written:

MORTGAGEE:

BANK OF AMERICA, N.A.

By: Janice M Garrett
Name: _____
Its: V.P.

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ACKNOWLEDGMENT:

STATE OF North Carolina)
) ss.
COUNTY OF Forsyth)

I, the undersigned, a Notary Public in and for said County and State, certify that Janice M. Garrett, personally known to me to be the Vice President of Bank of America, N.A., and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that s/he signed and delivered the said instrument as her/his free and voluntary act and the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand the Notarial Seal this 16th day of October, 2015.

[seal]

Joyvon W. Caruana
Notary Public

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EXHIBIT A

SECURITY PROPERTY

PARCEL 1:

LOT 1 IN FIELDS IMPORTS, NORTHFIELD RESUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 2010 AS DOCUMENT 1005022097, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN FIELDS IMPORTS, NORTHFIELD RESUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 2010 AS DOCUMENT 1005022097, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS, AND INGRESS AND EGRESS AS SET FORTH IN THE RECIPROCAL EASEMENT AND ACCESS AGREEMENT MADE BY AND BETWEEN FAIM, LLC AND FIELDS IMPORTS, INC., RECORDED MARCH 26, 2010 AS DOCUMENT 1008540002.

Street Address of Property: 700 and 770 West Frontage Road, Northfield, Cook County, Illinois 60093

P.I.N.: 04-13-401-028-0000
04-13-401-029-0000
04-13-401-008-0000
04-13-402-009-0000