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RECORDING REQUESTED BY:
RCN Capital, LLC
75 Gerber Road East
South Windsor, CT 06074
Attn: Paula Hollister
(860) 432-5858



Doc#: 1534522000 Fee: \$50.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/11/2015 08:04 AM Pg: 1 of 7

AND WHEN RECORDED MAIL TO:
Corelogic Solutions, LLC
1628 Browning Road
Suite 160
Columbia, SC 29210
Loan Number: 0000889

* * * * *

34336124

Above Space for Recorder's Use

PIN: 25-21-300-011-0000 (738 W. 116th Street, Chicago, IL 60628)
PIN: 25-16-401-012-0000 (311 W. 107th Place, Chicago, IL 60628)

FIRST MODIFICATION AGREEMENT

THIS MODIFICATION made as of ~~October 30~~ ³⁰, 2015 by and between **RCN FUNDING CAPITAL, LLC**, a Connecticut limited liability company having its principal place of business at 75 Gerber Road East, South Windsor, Connecticut ("Lender"), **GLACIER PROPERTY GROUP, LLC**, an Illinois limited liability company having a principal place of business at 1950 N. Elston Avenue, Chicago, IL 60642 ("Borrower"), and **DANE M. VUKASINOVIC** of 1950 N. Elston Avenue, Chicago, IL 60642 ("Guarantor").

WITNESSETH

WHEREAS, on October 6, 2014, Lender extended to Borrower a commercial loan in the original principal amount of **One Hundred Thirty Three Thousand and Five Hundred and 00/100 Dollars (\$133,500.00)** (the "Loan") as evidenced by a promissory note (the "Note") executed by Borrower in favor of Lender; and

WHEREAS, Borrower and Guarantor (defined hereafter) executed and delivered to Lender two certain mortgages which mortgage encumbers three premises known as 738 W. 116th Street, Chicago, IL; 311 W. 107th Place, Chicago, IL; 1627 Princeton Drive, Dayton, OH; and

WHEREAS, to secure the Note, Borrower executed and delivered to Lender, an Open-End Commercial Mortgage, Security Agreement and Fixture Filing dated October 6, 2014 (the "Illinois Security Instrument") and two Collateral Assignment of Leases and Rents dated October 6, 2014 (the "Illinois Assignments"), both encumbering certain properties as described therein, located at **738 W. 116th Street, Chicago, IL and 311 W. 107th Place, Chicago, IL**, which Illinois Security Instrument is recorded as **Document no. 1428034058** in the **Cook County Recorder of Deeds' Office**, and Illinois Assignment is recorded as **Document no. 1428034059** in the **Cook County Recorder of Deeds' Office**; and

WHEREAS, to further secure the Note, Borrower executed and delivered to Lender, an Open-End Commercial Mortgage, Security Agreement and Fixture Filing dated October 6, 2014 (the "Ohio Security Instrument") and a Collateral Assignment of Leases and Rents dated October 6, 2014 (the "Ohio

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Yes
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Assignment"), both encumbering certain properties as described therein, located at **1627 Princeton Drive, Dayton, OH** which Ohio Security Instrument is recorded as **File No. 2014-00055415** in the **Montgomery County, OH Recorder of Deeds' Office**, and Ohio Assignment is recorded in **File No. 2014-00055416** in the **Montgomery County, OH Recorder of Deeds' Office**, and

WHEREAS, the Note, Illinois Security Instrument, Illinois Security Instrument, Ohio Assignment and Ohio Assignments and such other documents executed in connection with or as security for the Note, are sometimes collectively referred to herein as the "Loan Documents"; and

WHEREAS, the current outstanding balance of the Loan is **(\$133,500.00)**; and

WHEREAS, according to the original Loan Documents, Borrower shall pay Lender a Loan Termination Fee in the amount of **\$1,335.00** (the "Loan Termination Fee"); and

WHEREAS, Borrower has now requested that Lender extend the Maturity Date as set forth in the Security Instrument and Note from **November 1, 2015** until **May 1, 2016**; and

WHEREAS, Borrower and Lender desire to set forth in a written instrument this agreement, all as more particularly set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the parties hereto covenant and agree as follows:

Article I: Modification of Terms

1. Borrower will pay Lender **\$500** upon signing this Modification to pay for the preparation and legal recording of said Modification.
2. The Maturity Date is hereby extended through **May 1, 2016**.
3. Effective as of **November 1, 2015**, the interest rate as set forth in the Note is increased from **twelve percent (12%)** to **fourteen percent (14%)**.
4. Borrower will pay Lender a three month loan modification fee of **\$1,335.00**, which covers November 1, 2015 to February 1, 2016 upon signing this Modification.
5. Borrower will pay Lender an additional three month loan modification fee of **\$1,335.00**, which covers February 1, 2016 to May 1, 2016, upon loan payoff. This provision will be waived if Borrower pays off the Loan prior to February 1, 2016.
6. Borrower will pay the Loan Termination Fee upon loan payoff.

Article II: Standard Terms

1. All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Loan Documents. In the event of any inconsistency between capitalized terms used herein and otherwise defined in Loan Documents, the terms of this Modification shall govern.
2. Borrower will pay the entire outstanding principal balance plus all accrued interest on or before the Maturity Date, as modified herein. In addition, Borrower will continue to pay regular payments of all accrued unpaid interest due as of the first (1st) day of each month. Unless otherwise agreed or required by

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applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to late charges; and then to any unpaid collection costs.

3. The Note, the Security Instrument, the Assignment and all other Loan Documents are hereby modified in such a manner to be consistent with all modifications and agreements contained herein.

4. Except as specifically modified by the terms of this Modification Agreement (the "Modification"), the Note, the Security Instrument, the Assignment and all other Loan Documents shall not be affected by this Modification and each shall remain in full force and effect. Nothing herein contained shall be construed to impair Lender's security under the Security Instrument or the remaining Loan Documents nor to limit or impair any rights or powers that Lender now enjoys or may hereafter enjoy under the Security Instrument or other Loan Documents for recovery of the indebtedness secured thereby.

5. The Note, the Security Instrument, the Assignment and all other Loan Documents are hereby ratified and confirmed by Borrower and Lender and every provision, covenant, warranty, representation, condition, obligation, right and power contained in and under the Notes, the Security Instrument, the Assignment and all other Loan Documents as amended and modified, shall continue in full force and effect, affected by this Modification only to the extent of the amendments and modifications set forth above. Without limiting the generality of the foregoing, Borrower and Lender hereby ratify and confirm that as of the date hereof, there exists no Event of Default (as defined in the Note or the Security Instrument or any of the Loan Documents) and no circumstances exist which could constitute an Event of Default after the giving of notice or the passage of time, or both.

6. The Borrower does hereby reconfirm that it has previously and hereby does again grant and convey to Lender, its successors and assigns, the "Premises", as defined by the Security Instrument, to have and to hold the Premises unto Lender, its successors and assigns, forever, in accordance with the Note, the Security Instrument and the other Loan Documents, as modified by this Modification, such that if such sums due thereunder be paid and all other obligations of Borrower under the Note, the Security Instrument and the other Loan Documents, as modified by this Modification, shall be fully kept and performed, then the Security Instrument, as modified by this Modification, shall be null and void; otherwise to remain in full force and effect.

7. The covenants and agreements herein set forth shall bind and inure to the benefit of the parties hereto, their heirs, successors and assigns.

8. The consummation of the transactions hereby contemplated and the performance of the obligations of Borrower under and by virtue of the Loan Documents will not result in any breach of, or constitute a default under, any mortgage, security deed, deed of trust, lease, bank loan or credit agreement, trust agreement or other instrument to which Borrower is a party or by which it may be bound or affected.

9. There are no actions, suits or proceedings pending, or to the knowledge of Borrower, threatened, against or affecting Borrower, or the Premises, or involving the validity or enforceability of any of the Loan Documents or the priority of the lien thereof.

10. There has been no material adverse change in the financial condition of Borrower since the date of the last financial statements delivered to Lender. No bankruptcy or insolvency case or proceedings of any kind have been filed, threatened or are outstanding by or against Borrower, and Borrower is current with regard to payment and performance of all loans, contracts and other agreements or obligations affecting Borrower.

11. This Modification shall be governed by and construed in accordance with the laws of the State of Connecticut.

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12. This Modification may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

13. Borrower hereby acknowledges and agrees that it has no claim, offset, or defense against Lender or with respect to any collateral securing the Loan.

{Remainder of this page is intentionally left blank}

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IN WITNESS WHEREOF, the parties have caused this First Modification Agreement to be duly executed as of the day and year above written.

Signed in the Presence of:

1st Witness Name:

N/A

2nd Witness Name:

Borrower:

GLACIER PROPERTY GROUP, LLC

Name: Dane M. Vukasinovic

Title: Member

Signed in the Presence of:

1st Witness Name:

N/A

2nd Witness Name:

Guarantor:

DANE M. VUKASINOVIC

Dane M. Vukasinovic, individually

Signed in the Presence of:

1st Witness Name: *Walter J. Hollister*

2nd Witness Name: *Thomas S. Smith*

Lender:

RCN FUNDING CAPITAL, LLC

By: RCN Capital LLC, its Manager

By:

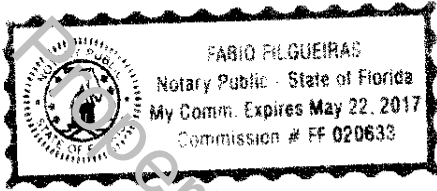
Name: Jeffrey Tesch

Title: Managing Director

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STATE OF FL
COUNTY OF BROWARD

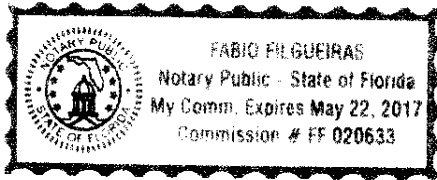
I certify that on October 30, 2015, **Dane M. Vukasinovic** came before me in person and stated to my satisfaction that he/she
(a) made the attached instrument; and
(b) was authorized to and did execute this instrument on behalf of and as **Member of Glacier Property Group, LLC**, (the "Company"), the entity named in this instrument, as the free act and deed of the Company, by virtue of the authority granted by its operating agreement and its members.



Fabio Filgueiras
NOTARY PUBLIC

STATE OF FL
COUNTY OF BROWARD

On the 30 day of October, 2015 before me personally came **Dane M. Vukasinovic**, who being by me duly sworn, did depose and say that he/she signed this instrument as his/her voluntary act and deed.



Fabio Filgueiras
NOTARY PUBLIC

STATE OF CONNECTICUT
Twp.: South Windsor
COUNTY OF HARTFORD

I certify that on November 11, 2015, **Jeffrey Tesch** came before me in person and stated to my satisfaction that he made the attached instrument; and was authorized to and did execute this instrument on behalf of, and as Managing Director of, **RCN Capital, LLC**, Manager of **RCN Capital Funding, LLC** (the "Company"), the entity named in this instrument, as the free act and deed of the Company, by virtue of the authority granted by its operating agreement and its members.

Jeffrey Tesch
NOTARY PUBLIC

[Faint, illegible text]

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SCHEDULE A
PROPERTY DESCRIPTION

THE EAST 15 FEET OF LOT 52 AND LOT 53 (EXCEPT THE EAST 30 FEET) IN SHARPSHOOTERS PARK. A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

738 W. 116TH STREET, CHICAGO, IL ~~60639~~ 60628

25-21-300-011-0000

LOT 4 IN BLOCK 2 IN HAZEKAMP'S SUBDIVISION OF THE NORTH 1/2 OF LOT 39 (EXCEPT THE WEST 192 FEET THEREOF) IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

311 W. 107th PLACE, CHICAGO, IL ~~60639~~ 60628

25-16-401-012-0000