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RECORDING REQUESTED BY:

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

AND WHEN RECORDED MAIL TO:

CoreLogic Solutions, LLC 1628 Browning Road

Suite 160

Columbia, SC 29210

Loan Number: 1564



1601944016 Fee: \$50.00

RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 01/19/2016 10:48 AM Pg: 1 of 7

34488688

2226 Elmwood Avenue, Berwyn, L 60402; Cook County

PIN: 16-30-206-030-0000

FIRST MODIFICATION AGREEMENT

Above Space for Recorder's Use

THIS MODIFICATION made as of Delember 1, 2015 by and between RCN CAPITAL FUNDING, LLC, a Connecticut limited liability company having its principal place of business at 75 Gerber Road East, South Windsor, Connecticut ("Le ider"), 3 MICH INVESTMENTS, INC, an Illinois Corporation having a principal place of business at 1629 S. Prairie Avenue, Chicago, IL 60615("Borrower"), and JORGE A DUENAS of 1629 S. Prairie Avenue, Chicago, IL 60616 and AURELIO SANTOYO of 2N139 Mildred Avenue, Glen Ellyn, IL 60137 (collectively referred to as, "Guarantor").

WITNESSETH

WHEREAS, on November 3, 2014, Lender extended to Borrower 2 commercial loan in the original principal amount of Sixty Thousand and 00/100 Dollars (\$60,000.00) (tin: Loan") as evidenced by a promissory note (the "Note") executed by Borrower in favor of Lender; and

WHEREAS, to secure the Note, Borrower executed and delivered to Lender, an Open-End Commercial Mortgage Securing Future Advances dated November 3, 2014 (the "Security Instrument"), encumbering certain properties as described therein, located at 2226 Elmwood Avenue, Berwyn, IL 60402 which Security Instrument is recorded in Document no. 1432250040 in the Cook County Coorder of Deeds' Office; and

WHEREAS, to further guaranty all amounts due under the Note, Borrower executed and delivered to Lender a Collateral Assignment of Leases and Rents dated November 3, 2014 (the "Assignment"), encumbering certain properties as described therein, located at 2226 Elmwood Avenue, Berwyn, IL 60402 which Assignment is recorded in Document no. 1432250041 in the Cook County Recorder of Deeds' Office; and

WHEREAS, the Note, the Security Instrument, the Assignment 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

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WHEREAS, the current outstanding balance of the Loan is (\$60,000); and

WHEREAS, according to the original Loan Documents, Borrower shall pay Lender a Loan Termination Fee in the amount of \$600.00 (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 December 1, 2015 until June 1, 2016; and

WHEREAS, Borrower and Lender desire to set forth in a written instrument their 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 June 1, 2016.
- 3. Effective as of December 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 \$600.00, which covers December 1, 2015 to March 1, 2016, upon signing his Modification.
- 5. Borrower will pay Lender an additional tires month loan modification fee of \$600.00, which covers March 1, 2016 to June 1, 2016, upon loan payoff. This provision will be waived if Borrower pays off the Loan prior to March 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 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

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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 potice 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 Lendez, it 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 assign
- 8. The consummation of the transactions hereby contemplated and the performance of the obligations of Borrower under and by virtue of the on Documents will not result in any breach of, or constitute a default under, any mortgage, security deed, seed 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.
- There has been no material adverse change in the financial cordition of Borrower since the date of the last financial statements delivered to Lender. No bankruptcy or insolver, 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 objecting Borrower.
- 11. This Modification shall be governed by and construed in accordance with the axys of the State of Connecticut.
- 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: Borrower: 3 MICH INVESTMENTS, INC.	
Octor to Jwe 202 1st Witness Name: Name: Jorge A. Duenas Mitle: President	
Man C Villan	
2nd Witness Name:	
Signed in the Fresence of: Guarantor: JORGE A DUENAS	
Ochorde Novez	
1st Witness Name: Jorge Duenas, individually	
Juan C. Viller	
2 nd Witness Name:	
STATE OF	
COUNTY OF) ss.:	
I certify that on 27 500, 2015, Jorge A. Duenas 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 President of 3 Mich	
Investments, Inc., (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.	
Company, by variety of the distance of the dis	
OFFICIAL SEAL JUAN C VILLASENOR JUAN C VILLASENOR	e ?
Notary Public - State of Illinois My Commission Expires Sep 5, 2018 NOTARY I UB'LIC	
Co	
STATE OF) ss.:	
COUNTY OF)	
On the 2 day of 1000 2015 before me personally came Jorge A. Duenas, who being by me duly sworn, did depose and say that he/she signed this instrument as his/her voluntary act and deed.	
1 2/-//	
OFFICIAL SEAL JUAN C VILLASENOR Notary Public - State of Illinois NOTARY PUBLIC	m
My Commission Expires Sep 5, 2018	

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Signed in the Presence of:

Witness, Name:

Aurelio Santoyo, individually

STATE Ci

On the 27 day of Muler Ber., 2015 before me personally came Aurelio Santoyo, who being by me duly sworn, did depose and say that he/she signed this instrument as his/her voluntary act and deed.

OFFICIAL SEA
JUAN C VILLASE YUB
Notary Public - State of Unincis
My Commission Expires Sep 5, 2018

NOTARY PUBLIC

notary public Utiliagener

UNOFFICIAL C

1st Witness Name:

Signed in the Presence of:

2nd Witness Name: []

Lender:

RCN CAPITAL FUNDING, LLC

By: RCN Capital, LLC, its Manager

Title: Managing

STATE OF CONNECTICUT

) ss.: South Windsor

COUNTY OF HAR LEORD

_ day of December, 2015, Jeffrey Tesch came before me in person and I certify that on the 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.

NOTARY PUBLIC

PAULA A. HOLLISTER NOTARY PULLED State of Councillout My Commission Expires Jort's Office Janus:y 31, 2017

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SCHEDULE A PROPERTY DESCRIPTION

LOT 30 IN BLOCK 2 IN GROH AND CHRISTIAN'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 30 TOWNSHIP 39 NORTH RNAGE 13 EAST OF ACIF. DAVEN. ASSOCIATION OF COOK COUNTY CLOTHES OFFICE THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS 2226 ELINOCOD AVENUE, BERWYN, IL 18-30-208-070-0000