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This document prepared by
and after recording return to:

504017996-71965 # 50500
Scott E. Pointner, Esq. #417
Rathje & Woodward, LLC
300 E. Roosevelt Road
Suite 300
Wheaton, IL 60187

Doc#: 1605756005 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/26/2016 01:01 PM Pg: 1 of 8

Address of Property:

7777 North Caldwell Avenue
Niles, IL 60714

PINs:

10-30-201-004-0000
10-30-201-034-0000
10-30-201-035-0000

2016 MODIFICATION OF LOAN DOCUMENTS

THIS 2016 MODIFICATION OF LOAN DOCUMENTS ("Agreement") is made effective as of February 22, 2016, by and among IONEL CAPALNAS and CRISTINA CAPALNAS (jointly, "Mortgagor"), and FIRST MIDWEST BANK, an Illinois banking corporation ("Lender"). Mortgagor and Lender are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS:

A. WHEREAS, Lender has heretofore made to Mortgagor, A-American Custom Flooring, Inc., an Illinois corporation ("A-American Custom Flooring"), A- American Contractors & Suppliers, Inc., an Illinois corporation ("A-American Contractors"), and A-American Custom Flooring, Inc., a Hawaii corporation ("Flooring Hawaii") (A-American Custom Flooring, A-American Contractors, and Flooring Hawaii are sometimes hereinafter referred to collectively as the "Companies") loans (collectively the "Loans") pursuant to those certain Notes, Loan Agreements (the "Loan Agreements"), and Ancillary Agreements, as amended, identified in and secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and UCC Fixture Financing Statement, dated December April 25, 2005, and recorded April 28, 2005 as Cook County Document Number 0511803155, as amended (the "Mortgage"), as well as those certain documents entitled Mortgage, Assignment of Leases and Rents, Security Agreement and UCC Fixture Financing Statements, recorded April 26, 2005 as Cook County Document Numbers 0511641119, 0511641121, and 0511641123, as amended (collectively the "Irving Park Mortgages"), (the Irving Park Mortgages and this Mortgage are sometimes hereinafter referred to collectively as the "Mortgages"); and

B. WHEREAS, the Mortgage references PIN 10-30-201-004-0000, and on or about _____ the Niles Township Assessor issued two new PIN's for the property covered by the Mortgage 10-30-201-034-0000 and 10-30-201-035-0000 respectfully. The legal description of the property covered by Mortgage has not changed and remains the same.

C. WHEREAS, the obligations and indebtedness of Mortgagor and the Companies under the Loan Agreements and any and all Ancillary Agreements related thereto howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become

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due to Lender (collectively the "Companies' Liabilities") have been cross defaulted and cross collateralized so that any (or all) of the Mortgaged Property identified in the Mortgages, as amended, secures any (or all) of the Companies' Liabilities, and a default under any of the Companies' Liabilities, including but not limited to the Loans identified in the Loan Documents defined in the Loan Agreements, shall constitute a default under all of the Companies' Liabilities, which shall entitle Lender to, upon an Event of Default under any of the Loan Agreements, without limiting any of its other rights and remedies, foreclose on any (or all) of the Mortgaged Properties identified in the Mortgages, and shall be able to satisfy any of the Companies' Liabilities by application of any of the Mortgaged Properties; and

D. WHEREAS, concurrent with the execution of this 2016 Modification of Loan Documents, the Parties are amending the terms and conditions of the Loans pursuant to those certain 2016 Amended Loan and Security Agreements for the Companies, and that certain Amended and Restated Note by and between the Mortgagor and Lender (collectively the "2016 Amendments"); and

E. WHEREAS, the Parties are desirous of reaffirming the various security interests in the Mortgaged Property including the terms and conditions contained in the 2016 Amendments.

AGREEMENTS:

NOW, THEREFORE, in consideration of: (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement); (ii) the agreements by Lender to modify the Loans pursuant to the 2016 Amendments; (iii) the covenants and agreements contained herein; and (iv) for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation; Conflict. The above Recitals are incorporated into these numbered Sections below as though fully set forth herein. In the event of a conflict between these numbered Sections below and the above Recitals, the terms and conditions contained in these numbered Sections shall control. In the event of a conflict between the terms and conditions of the Mortgage or any amendments thereto and the terms and conditions hereof, the terms and conditions hereof shall control. Defined terms in the Mortgage shall have the same meaning herein unless an intent is otherwise clearly shown.

2. Mortgage Secures Restructured/Additional Loans. The Mortgage (unless otherwise provided, the term "Mortgage" includes the Assignment of Leases and Rents, Security Agreement and UCC Fixture Financing Statement, which were all collectively granted on April 25, 2005, as amended) is hereby modified to provide that the Mortgage no longer provides for cross default or cross collateralization and will not secure the Loans or the Companies Liabilities as modified by the 2016 Amendments. The Mortgage shall solely act as collateral and secure the repayment of the 2016 Amended and Restated Note by and between the Mortgagor and Lender and any prior reference to cross default or cross collateralization of the Loans or the Companies Liabilities is hereby stricken. Mortgagor's obligations and Liabilities under the Mortgage shall also include, without limitation, all debts, liabilities and obligations of Mortgagor under any now or hereafter existing ISDA Master Agreement, ISDA Schedule to Master Agreement, any guaranty related thereto, or any transaction or confirmation related thereto.

3. Representations and Warranties of Mortgagor. Mortgagor hereby represents, covenants and warrants to Lender as follows:

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- A. The representations and warranties in the Mortgages, Loan Agreements, and Ancillary Agreements related thereto, are true and correct as of the date hereof.
- B. There is currently no Event of Default (as defined in the Mortgage) under the Mortgage, and Mortgagor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Mortgage.
- C. There has been no material adverse change in the financial condition of Mortgagor or any other party whose financial statement has been delivered to Lender in connection with the Loans from the date of the most recent financial statement received by Lender.
- D. As of the date hereof, Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Loans or the Loan Documents as modified herein.
- E. Niles Township Assessor issued two new PIN's for the property covered by the Mortgage 10-30-201-034-0000 and 10-30-201-035-0000 respectfully. The legal description of the property covered by Mortgage has not changed and remains the same.
- F. This Agreement has been duly executed and delivered on behalf of Mortgagor.

4. Reaffirmation of Collateral Assignment of Beneficial Interest. Cristina Capalnas (the "Beneficiary") hereby ratifies and affirms: (i) that certain Collateral Assignment of Beneficial Interest in Land Trust dated as of April 25, 2005 made by the Beneficiary in favor of Lender with respect to that certain Trust Agreement dated as of June 17, 1997 and known as Trust No. 11707 with Parkway Bank and Trust Company (as amended, restated, modified or supplemented and in effect from time to time, the "Parkway Bank Collateral ABI") and (ii) that certain Collateral Assignment of Beneficial Interest in Land Trust dated as of April 25, 2005 made by the Beneficiary in favor of Lender with respect to that certain Trust Agreement dated as of June 10, 1996 and known as Trust No. 96-4074 with Cole Taylor Bank ("Cole Taylor Bank Collateral ABI") (the Parkway Bank Collateral ABI and the Cole Taylor Bank Collateral ABI are sometimes hereinafter referred to collectively as the "Collateral ABIs"), and reaffirms the grant of the security interest in and assignment to Lender of all rights and interests of the Beneficiary under each Trust Agreement (as defined under the Collateral ABIs) for such purpose in all respects. The Beneficiary agrees that each of the Collateral ABIs are in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Beneficiary in the Collateral ABIs are, as of the date hereof, true and correct and the Beneficiary does not know of any default thereunder. Each of the Collateral ABIs continues to be the valid and binding obligation of the Beneficiary, and enforceable in accordance with the terms thereof. The Beneficiary further agrees that any and all references to "First Midwest Bank, N.A." in the Collateral ABIs shall mean Lender as "First Midwest Bank, an Illinois banking corporation", and any successors thereto.

5. Reaffirmation of Expense Reimbursement Obligation. Mortgagor hereby reaffirms Mortgagor's obligation to pay all out-of-pocket costs and expenses incurred by Lender

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in connection with this Agreement and any amendments to the Mortgages, including, without limitation, title charges, recording fees, appraisal fees, attorneys' fees and expenses.

6. Miscellaneous.

- A. The Parties hereto participated jointly in the negotiation and preparation of this Agreement, and each Party has obtained the advice of legal counsel to review and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any Party. This Agreement shall be construed as if it was jointly prepared by the Parties and any uncertainty or ambiguity shall not be interpreted against one Party and in favor of the other, or with one or the other party being considered the "drafter" of this Agreement.
- B. Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Mortgagor nor shall privity of contract be presumed to have been established with any third party.
- C. Mortgagor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Agreements and Ancillary Agreements related thereto, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Mortgagor and Lender. All such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Agreements and the Ancillary Agreements related thereto 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. 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 the singular, and in particular, the term "Mortgagor" shall be so construed.
- F. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.
- G. Time is of the essence of Mortgagor's obligations under this Agreement.


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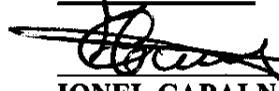
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of February 22, 2016.

LENDER:

FIRST MIDWEST BANK, an Illinois banking corporation

By: 
Name: Garin Patterson
Title: Officer

MORTGAGOR:

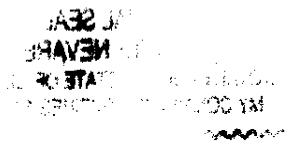


IONEL CAPALNAS, personally



CRISTINA CAPALNAS, personally

Printed February 22, 2016 (9:34AM)
C:\My Files\First Midwest Bank\Final Loan Documents\18 2016 Modification of Loan Documents Niles Final.wpd



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STATE OF ILLINOIS)

COUNTY OF Cook) ss.
)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Garon Patterson, the Lending Officer of FIRST MIDWEST BANK, an Illinois banking corporation, is 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 ___ signed and delivered said instrument as ___ own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of February 2016.

Elizabeth Newbery
Notary Public
My Commission Expires: 12/15/18



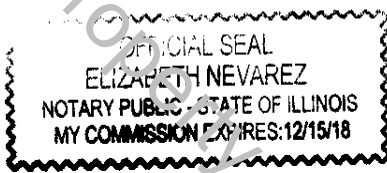
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STATE OF ILLINOIS)

COUNTY OF Cook) ss.
)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that IONEL CAPALNAS is 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of February 2016.

Elizabeth Nevarez
Notary Public

My Commission Expires: 12/15/18

STATE OF ILLINOIS)

COUNTY OF Cook) ss.
)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CRISTINA CAPALNAS is 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 she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of February 2016.

Elizabeth Nevarez
Notary Public

My Commission Expires: 12/15/18

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1: THAT PART OF THE WEST 18 ACRES LYING EAST OF THE EAST LINE OF CALDWELL AVENUE, OF THE EAST 48 ACRES, OF THE SOUTH 100 ACRES, OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 33 FEET OF SAID PREMISES USED FOR PUBLIC HIGHWAY, IN COOK COUNTY, ILLINOIS.

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