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Doc#: 1606457168 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/04/2016 02:12 PM Pg: 1 of 9

This instrument was prepared by and
after recording return to:
Bank Financial F.S.B.
15W060 Frontage Road
Burr Ridge, IL 60527

40022670-DD1 1/4
GIT non agency GIT
(3-3)



Doc#: Fee: \$8.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/04/2016 02:12 PM Pg: 0

Property of Cook County Clerk's Office

MODIFICATION AGREEMENT

This Modification Agreement (the "Agreement") is made as of the 17th day of February 2016 by and among BankFinancial, F.S.B. ("Lender"), RMAK-4-2014, LLC, RMAK-1-2013, LLC and RMAK-2-2013, LLC, (collectively "Borrowers") and Wojciech A. Kocemba ("Guarantor").

RECITALS

At the request of RMAK-4-2014, LLC, RMAK-1-2013, LLC and RMAK-2-2013, LLC, Lender made a loan to Borrowers and Guarantor (the "Loan").

In connection with the Loan, Borrowers, and Lender entered into a Business Loan Agreement dated December 30, 2015 executed by Borrowers in favor of Lender (the "BLA").

Borrowers, Guarantor and Lender entered into a Rider Agreement dated December 30, 2015 and executed by Borrowers, Guarantor and Lender (the "Rider Agreement").

The Loan is evidenced by a that certain Promissory Note dated December 30, 2015 in the original principal amount of \$1,570,000.00 made by Borrowers in favor of Lender (the Note, as modified or extended from time to time is the "Note").

The Loan is secured, in part, by a Commercial Security Agreement dated December 30, 2015 executed by Borrowers and in favor of Lender (the "CSA").

The Loan is also secured, in part, by a Mortgage dated December 30, 2015 and recorded in the Cook County Recorder of Deeds Office on January 8, 2016 as Document Number 1600855034 (the "Irving Park Mortgage") on certain real property located at 2015-25 W. Irving Park Road, Chicago, IL 60618 (the "Irving Park Property").

Handwritten signature and initials

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The Loan is further secured by an Assignment of Rents dated December 30, 2015 and recorded in the Cook County Recorder of Deeds Office on January 8, 2016 as Document Number 1600855035 on the Irving Park Property (the "Irving Park AOR").

The Loan is secured, in part, by a Mortgage (the "Lincoln Mortgage") dated December 30, 2015 and recorded in the Cook County Recorder of Deeds Office on January 11, 2016 as Document Number 1601147021 (the "Lincoln Mortgage") on certain real property located at 3254 N. Lincoln Avenue, Chicago, IL 60657 (the "Lincoln Property").

The Loan is further secured by an Assignment of Rents (the "Lincoln AOR") dated December 30, 2015 and recorded in the Cook County Recorder of Deeds Office on January 11, 2016 as Document Number 1601147022 on the Lincoln Property (the "Lincoln AOR").

The Loan is also secured, in part, by a Mortgage (the "Wells Mortgage") dated December 30, 2015 and recorded in the Cook County Recorder of Deeds Office on January 6, 2016 as Document Number 1600650028 (the "Wells Mortgage") on certain real property located at 1212 N. Wells Street, Chicago, IL 60610 (the "Wells Property").

The Loan is further secured by an Assignment of Rents (the "Wells AOR") dated December 30, 2015 and recorded in the Cook County Recorder of Deeds Office on January 6, 2016 as Document Number 1600650029 on the Wells Property (the "Wells AOR").

The Loan is also secured by a Commercial Guaranty dated December 30, 2015 and executed by Wojciech A. Kocemba in favor of Lender (the "Guaranty").

The BLA, Rider Agreement, Note, CSA, Irving Park Mortgage, Irving Park AOR, Lincoln Mortgage, Lincoln AOR, Wells Mortgage, Wells AOR and Guaranty, together with all loan agreements, collateral assignments, indemnities and any other document evidencing, securing and guaranteeing the Loan, in their original form and as amended from time to time, are collectively referred to herein as the "Loan Documents".

Borrowers have requested that Lender increase the principal amount of the Note.

Lender is willing to acquiesce to the request of Borrowers under certain terms and conditions as more fully set forth below.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, and subject to the strict and timely compliance with the terms and conditions set forth herein below by Borrowers, the parties agree as follows:

1. **INCORPORATION OF RECITALS:** The Recitals set forth above are hereby incorporated herein by reference as though fully set forth in this Agreement. Borrowers represent and warrant to Lender that each of the Recitals set forth above is true and correct. Unless otherwise defined herein, capitalized terms shall have the respective meanings given such terms in the Loan Documents.

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2. **ACKNOWLEDGEMENT OF INDEBTEDNESS:** Borrowers acknowledges and agree that as of the dates set forth in the Loan Documents, Borrowers owe Lender all amounts set forth in such Loan Documents and stipulate that such amounts plus all other indebtedness, interest and other obligations of Borrowers to Lender accruing and/or arising under the Loan Documents (the "Indebtedness") are absolutely and unconditionally owing to Lender, and that the Indebtedness is not subject to any claims, defenses, counterclaims or alleged offsets.

3. **AMENDMENT OF CERTAIN LOAN DOCUMENTS:** Lender, Borrowers and Guarantor agree as follows:

- A. The Promissory Note dated December 30, 2015, in the principal amount of \$1,570,000.00, is hereby amended to provide that the principal amount of the Loan evidenced thereby is increased from \$1,570,000.00, to \$2,070,000.00.
- B. The Irving Park Mortgage is hereby amended to provide as follows: (i) the principal amount of the Loan is increased from \$1,570,000.00, to \$2,070,000.00 and (ii) the maximum lien amount secured by said Irving Park Mortgage, not including sums advanced to protect the security of the Irving Park Mortgage, shall not exceed \$4,140,000.00.
- C. The Lincoln Mortgage is hereby amended to provide as follows: (i) the principal amount of the Loan is increased from \$1,570,000.00, to \$2,070,000.00 and (ii) the maximum lien amount secured by said Lincoln Mortgage, not including sums advanced to protect the security of the Lincoln Mortgage, shall not exceed \$4,140,000.00.
- D. The Wells Mortgage is hereby amended to provide as follows: (i) the principal amount of the Loan is increased from \$1,570,000.00, to \$2,070,000.00 and (ii) the maximum lien amount secured by said Wells Mortgage, not including sums advanced to protect the security of the Wells Mortgage, shall not exceed \$4,140,000.00.
- E. The Guaranty shall remain in full force and effect without change (except as may be necessary to reflect the increase of the principal amount of the Promissory Note dated December 30, 2015 from \$1,570,000.00, to \$2,070,000.00), and shall continue to secure the Indebtedness, including, without limitation, all obligations of Guarantor under the Promissory Note dated December 30, 2015, as modified by paragraph 4A of this Agreement.

4. **JOINDER AND ASSUMPTION.** Guarantor absolutely and unconditionally (i) is and continues to be a party to the Loan Documents, (ii) has assumed and continues to assume, as a joint and several obligor, all of the obligations, liabilities, and indemnities of the Borrowers under the Loan Documents (iii) and covenants and agrees to be bound by and adhere to all of the terms, covenants, waivers, releases, agreements and conditions of or respecting Borrowers with respect to the Loan Documents and all of the representations and warranties contained therein. In addition, Guarantors hereby ratifies and consents to the amendments to the Loan Documents that have been made by this Agreement, including, without limitation, the increase in the principal amount of Promissory Note dated December 30, 2015, in the principal amount of

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\$1,570,000.00, from \$1,570,000.00, to \$2,070,000.00.

5. DEFAULT Borrowers shall be in default under the terms of this Agreement upon occurrence of any of the following events:

- (a) Borrowers fails to abide by any of the terms of this Agreement or any other agreement with Lender;
- (b) If any of the representations or warranties of Borrowers contained herein are, or become, incorrect;
- (c) There is an Event of Default under any of the Loan Documents.

Upon default, Lender shall have all rights and remedies available to it under the Loan Documents or in law or equity.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWERS: Borrowers hereby represents covenants and warrants to Lender, as of the date hereof as follows:

- (a) The execution, delivery and performance by Borrowers of this Agreement and the documents and instruments to be executed and delivered by it pursuant to this Agreement do not violate, contradict or interfere with, contravene, breach or otherwise conflict with any agreement, judicial or administrative order or pending or, to the knowledge of such persons, threatened litigation or administrative proceeding to which any one or more of such persons is a party, by which any one or more of such persons is bound;
- (b) Borrowers have full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated by this Agreement; and the transactions contemplated by this Agreement do or shall constitute the legal, valid and binding obligations of Borrowers, enforceable against them in accordance with their respective terms subject to all bankruptcy, insolvency and fraudulent conveyance laws;
- (c) Borrowers have not filed a bankruptcy proceeding nor made an arrangement nor reorganization pursuant to any Chapter or Section of Title 11 of the United States Code, as amended, or any similar state or federal law and Borrowers have not filed an answer or otherwise admitted in writing to their respective insolvency or inability to pay their debts, made an assignment for the benefit of creditors or consented to an appointment of or otherwise had a receiver, trustee or similar officer of all or a major part of their respective property.

7. RELEASE: Borrowers and their respective agents, employees, directors, officers, attorneys, affiliates, subsidiaries, successors and assigns hereby release Lender and its agents, employees, directors, officers, attorneys, affiliates, subsidiaries, successors and assigns from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Borrowers may now have or claim to have against Lender as of the date of this Agreement, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of, relating to or founded the Loan, this Agreement or the Loan Documents, including but not limited to, all such

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loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings with Borrowers and Lender up to and including the effective date of this Agreement.

8. **JOINT AND SEVERAL.** The obligations of the Borrowers hereunder are joint and several.

9. **NO WAIVER BY LENDER.** Notwithstanding anything contained in this Agreement, this Agreement (A) does not in any manner constitute any waiver of either (i) any of Lender's rights, remedies or powers pursuant to (a) the Loan Documents, (b) any other agreement, document or instrument by and between Borrowers on the one hand and Lender on the other hand, or given, transferred or assigned by any Borrowers to Lender or (c) applicable law, or (ii) any default or event of default (howsoever such terms are defined) pursuant to the Loan Documents, any agreement, instrument or document relating to or contemplated by this Agreement, and/or any guaranty of any of the Indebtedness; or (B) is not to be construed as an agreement by Lender to either forbear or allow cure periods at a later date not specifically provided for in this Agreement, any agreement, instrument or document relating to or contemplated by this Agreement or any other applicable agreement, document or instrument.

10. **EVALUATION OF AGREEMENT:** Borrowers represent, acknowledge and agree that they have read and fully understand this Agreement and have discussed it with counsel.

11. **ATTORNEYS' FEES:** In the event Lender commences any action to enforce this Agreement or Lender is made a party to any litigation or bankruptcy proceeding as a result of this Agreement, then Borrowers shall be responsible for all attorneys' fees (including, without limitation, a charge for work performed by Lender's in-house counsel) and other expenses incurred by Lender.

12. **ENTIRE AGREEMENT:** This Agreement embodies the entire agreement between the parties in connection with the subject matter of this Agreement and the transactions contemplated hereby and there are no oral or parole agreements, representations, or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby. This Agreement is intended to supplement the Loan Documents, and all covenants, agreements, warranties, representations and other terms and conditions of the Loan Documents shall survive the execution and delivery of this Agreement without change or amendment except as expressly provided herein.

13. **AMENDMENT:** This Agreement may not be amended, changed, modified or terminated, except by written instrument executed by all parties to this Agreement.

14. **WAIVER:** No written waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision herein or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

15. **SEVERABILITY:** If any term or provision of this Agreement or application thereof to any person or circumstances shall, to any extent be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or

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provision to persons or circumstances other than those as to which it has held invalid or unenforceable, shall not be affected thereby and each other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law, unless the result would be inconsistent with the manifest intent of the parties expressed in this Agreement.

16. CAPTIONS: The title of this Agreement and the headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

17. GOVERNING LAW: This Agreement shall be construed and enforced according to the laws of the State of Illinois without reference to the conflicts of law principles of that State.

18. ASSIGNABILITY: This Agreement shall be binding upon and inure to the benefit of the parties hereto and beneficiaries hereof and their respective heirs, executors, personal representatives, successors and assigns; provided, however, Borrowers may not assign any of their rights or obligations hereunder, if any, and any such purported or attempted assignment shall be null and void ab initio and of no force or effect.

19. PARTIES NOT PARTNERS: Nothing contained in this Agreement shall constitute Borrowers as partners with, agents for or principal of Lender and its successors and assigns.

20. NO THIRD PARTY BENEFICIARIES: Unless expressly provided otherwise herein, this Agreement is made and entered into for the sole protection and benefit of the parties hereto, and no other person, persons, entity or entities shall have any right of action hereon, right to claim any right or benefit from the terms contained herein or be deemed a third party beneficiary hereunder.

21. COUNTERPARTS: This Agreement and the documents and instruments to be executed and delivered pursuant to this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument.

22. FURTHER ASSURANCES: Borrowers covenant and agree that, from and after the execution and delivery of this Agreement, they shall, from time to time, execute and deliver any and all documents and instruments as are reasonably necessary or requested by Lender to carry out the intent of this Agreement, provided that the execution and delivery of said documents and instruments does not increase its liability beyond that contemplated by this Agreement.

23. TIME OF ESSENCE: Time is of the essence of this Agreement.

24. SURVIVAL: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, partners, officers, shareholders, directors, agents and employees.

25. WAIVER OF TRIAL BY JURY: BORROWERS AND LENDER IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDINGS BASED UPON, OR RELATED TO, THE SUBJECT MATTER

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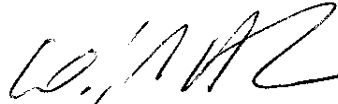
OF THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT TO BE EXECUTED AND DELIVERED PURSUANT TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BORROWERS AND LENDER AND BORROWERS AND LENDER ACKNOWLEDGE THAT NEITHER BORROWERS, NOR LENDER OR ANY PERSON ACTING ON BEHALF OF THE PARTIES HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT.

26. JURISDICTION: Borrowers hereby acknowledge and agree that any action to enforce this Agreement may be brought in the United States District Court for the Northern District of Illinois or the Circuit Court of DuPage County, Illinois.


IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the date set forth above.

BORROWERS:

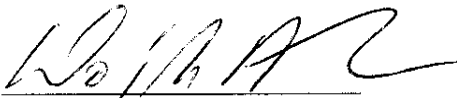
RMAK-4-2014, LLC


Wojciech A. Kocemba, Managing
Member of RMAK-4-2014, LLC

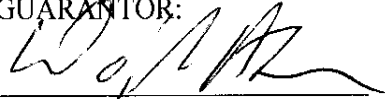
RMAK-1-2013, LLC


Wojciech A. Kocemba, Managing
Member of RMAK-1-2013

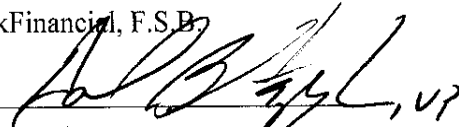
RMAK-2-2013, LLC


Wojciech A. Kocemba, Managing
Member of RMAK-2-2013, LLC

GUARANTOR:


Wojciech A. Kocemba

BankFinancial, F.S.B.

By: 
Its: VICE PRESIDENT

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EXHIBIT "A"

PARCEL 1:

UNIT CU-1 IN THE NEAPOLITAN CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOT 193 AND THAT PART OF THE EAST 1/2 OF THE SOUTH 200 FEET OF LOT 196 LYING NORTH OF THE SOUTH 132.0 FEET THEREOF IN BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, THE EAST 43 FEET OF THE WEST 1/2 OF LOTS 194 AND 195 IN BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO

THE NORTH 28.0 FEET OF LOT 1 IN ASSESSOR'S DIVISION OF LOTS 194 AND 195 OF BRONSON'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0010417693, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EXCLUSIVE USE FOR STORAGE PURPOSES IN AND TO STORAGE LOCKERS S-16 AND S-45, LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 41, 42, 43, 44, AND 45 IN THE SUBDIVISION OF BLOCK 6 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

UNITS A, B AND C IN THE 60657 LOFTS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1, 2, 3, 4, 5, 6, 29 AND 30 AND THE EAST 18 FEET OF LOT 28 (EXCEPT FROM SAID LOTS

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29 AND 30 THOSE PARTS THEREOF LYING SOUTHEASTERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF SAID LOT 3 PRODUCED SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 29, 11.42 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 29) IN BLOCK 8 IN GROSS NORTH ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHWEST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO; ALL THAT PART OF THE NORTH AND SOUTH VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 1, 2 AND 3 AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 30 AND LYING NORTHERLY OF THE SOUTHEASTERLY LINE OF SAID LOT 3 PRODUCED SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF LOT 29, 11.42 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 29, ALL IN BLOCK 8 IN GROSS NORTH ADDITION TO CHICAGO, AFORESAID, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 99283904, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property address: 1212 North Wells, Unit CU1, Chicago, IL 60610
Tax Number: 17-04-220-058-1096

Property address: 2015-25 West Irving Park Road, Chicago, IL 60618
Tax Number: 14-19-107-001

Property address: 3254 North Lincoln Avenue Aka 1645 West School Street, Unit #A, Chicago, IL 60657
Tax Number: 14-19-430-022-1067

Property address: 3254 North Lincoln Avenue Aka 1645 West School Street, Unit #B, Chicago, IL 60657
Tax Number: 14-19-430-022-1068

Property address: 3254 North Lincoln Avenue Aka 1645 West School Street, Unit #C, Chicago, IL 60657
Tax Number: 14-19-430-022-1069