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**THIS DOCUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:**

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street
Suite 2910
Chicago, IL 60603

Doc#: 1613129032 Fee: \$58.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/10/2016 02:35 PM Pg: 1 of 11

ADDRESS OF PROPERTY:

5806 North Western Avenue
Chicago, IL 60659

PERMANENT INDEX NO.:

13-01-415-033-0000

SECOND LOAN MODIFICATION AGREEMENT

THIS SECOND LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of the 15th day of April, 2016 by and among **MB FINANCIAL BANK, N.A.** (herein called "Lender"), **JOHN GULIANA** (herein called "John"), **JOSEPH GULIANA** (herein called "Joseph" and, together with John, herein individually and collectively called "Original Borrowers"), **HOLLYWOOD BUSINESS LLC, an Illinois series limited liability company** (herein called "Hollywood Business"), and **HOLLYWOOD BUSINESS LLC-5806 WESTERN, CHICAGO, an Illinois series limited liability company** (herein called "Hollywood Business 5806" and, together with Joseph, John and Hollywood Business, individually and collectively called "Borrower").

WITNESSETH:

WHEREAS, John and Joseph were the previous owners of certain real estate commonly known as 5806 North Western Avenue which is located in the City of Chicago, County of Cook State of Illinois and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"), and title to the Premises has been transferred to Hollywood Business 5806; and

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Borrower in the original principal sum of Three Hundred Seventy Eight Thousand Seven Hundred Fifty Dollars and No Cents (\$378,750.00); and

WHEREAS, the current outstanding principal balance of the Loan is Two Hundred Eighty Three Thousand Two Hundred Sixty Five Dollars and Fifty One Cents (\$283,265.51); and

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "Loan Documents") each of which is dated as of April 28, 2006 unless otherwise stated:

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(a) Promissory Note (the "Note") made by John and Joseph to Lender in the stated principal sum of Three Hundred Seventy Eight Thousand Seven Hundred Fifty Dollars and No Cents (\$378,750.00);

(b) Mortgage (herein called the "Mortgage") made by John and Joseph to Lender encumbering the Premises and the improvements thereon and all other property, assets and collateral therein described, which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") as Document No. 0615726064;

(c) Assignment of Rents made by John and Joseph, as assignors, to Lender as assignee, which was recorded in the Recorder's Office as Document No. 0615726065; and

(d) Loan Modification Agreement dated April 28, 2011 by and among Lender and Borrower, which was recorded in the Recorder's Office as Document No. 118629080; and

WHEREAS, Borrower and Lender have agreed to certain other modification to the Loan Documents; and

WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed, as of the date hereof, as follows:

1. **Preambles.** The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.

2. **Definitions.** All capitalized terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.

3. **Amendment to Note.** In addition to any other modifications contained in this Agreement and notwithstanding anything to the contrary contained in the Note, the Note is hereby amended as follows:

(a) The Maturity Date of the Note is extended to April 15, 2021.

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(b) The interest rate on the Note shall be Four and One-Half Percent (4.50%) per annum.

(c) Borrower shall make monthly payments of principal and interest in the amount of Two Thousand One Hundred Seventy Six Dollars and Forty Eight Cents (\$2,176.48), based on a fifteen (15) year amortization, with Borrower's next payment due on May 15, 2016 and all subsequent payments due on the same day of each month after that.

Borrower shall pay all accrued interest, the unpaid principal balance of this Note and any other sums due with respect to the Loan on the Maturity Date.

THIS IS A BALLOON NOTE. THE PAYMENT OF PRINCIPAL IS CALCULATED ON THE BASIS OF A FIFTEEN (15) YEAR AMORTIZATION SCHEDULE, WITH THE UNPAID BALANCE DUE ON THE MATURITY DATE, AT WHICH TIME A SUBSTANTIAL AMOUNT OF PRINCIPAL SHALL REMAIN OUTSTANDING AND BE DUE.

(d) Borrower may prepay on any installment payment date the unpaid principal balance of this Note, in whole or in part, provided that (a) Borrower gives Lender not less than ten (10) business days prior written notice of its intention to do so; (b) Borrower pays, at the time of such prepayment and in addition thereto, all accrued interest to the date of such prepayment, all other unpaid indebtedness then due; (c) if prepaid on or before to April 15, 2017, Borrower shall pay to Lender a prepayment fee equal to Four Percent (4%) of the principal balance of the Loan which is prepaid; (d) if prepaid after April 15, 2017 and on or before April 15, 2018, Borrower shall pay to Lender a prepayment fee equal to Three Percent (3%) of the principal balance of the Loan which is prepaid; (e) if prepaid after April 15, 2018 and on or before April 15, 2019, Borrower shall pay to Lender a prepayment fee equal to Two Percent (2%) of the principal balance of the Loan which is prepaid; and (f) if prepaid after April 15, 2019 and on or before April 15, 2020, Borrower shall pay to Lender a prepayment fee equal to One Percent (1%) of the principal balance of the Loan which is prepaid

4. **Amendment to Mortgage.** The Mortgage is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

5. **Continued Priority.** In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it

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had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

6. **Title Insurance.** Concurrent with the execution and delivery hereof by Borrower, Borrower agrees to provide Lender with an endorsement to its mortgagee's policy of title insurance ("Title Policy"), which endorsement shall be acceptable to Lender and shall guarantee as of the date hereof that:

(a) there are no objections to title except (i) the objections to title other than real estate taxes reflected on the Title Policy, and (ii) general real estate taxes for the year 2015 (second installment) and subsequent years;

(b) reflects the recording of this Agreement;

(c) re-dates the effective date of the Title Policy to the date of recording of this Agreement;

together with such other endorsements as may be required by Lender.

7. **Lender Expenses.** Borrower agrees to pay all costs, fees and expenses (including but not limited to legal fees) incurred by Lender in connection with the preparation of this Agreement. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.

8. **Ratification.** The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.

9. **Release.** Borrower and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise, acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, the "Mortgagee Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions, and causes of action of any and every nature whatsoever, known or unknown, direct or indirect, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged

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matters arise or are discovered in the future (collectively, the "claims"), which the Mortgagor Parties have as of the date of this agreement or may claim to have against the Mortgagee Parties, including but not limited to, any claims arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this Agreement, including but not limited to, any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Mortgagee Parties occurring on or before the date of this Agreement. The foregoing release is intended to be, and is, a full, complete and general release in favor of the Mortgagee Parties with respect to all claims, demands, actions, causes of action and other matters described therein, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon the Mortgagee Parties arising or occurring on or before the date of this Agreement. The Mortgagor Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release. Furthermore, each of the Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this agreement, including without limitation, the release set forth in this section (the "Release Provision"), and understands all of the terms and conditions hereof, and (ii) executes this Agreement voluntarily with full knowledge of the significance of this Release Provision and the releases contained herein and execution hereof. The Mortgagor Parties agree to assume the risk of any and all unknown, unanticipated, or misunderstood claims that are released by this Agreement.


10. **Counterpart.** This Agreement may be executed in separate counterparts and such counterparts, taken together, shall constitute a fully executed and enforceable Agreement.

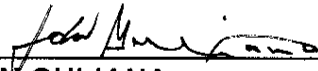
(Signature Page Follows)

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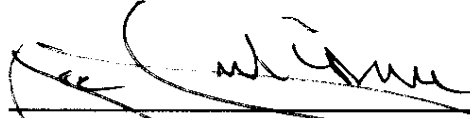
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.

MB FINANCIAL BANK, N.A.

By: 
Name: DONALD J. CLARK
Its: Senior Vice President

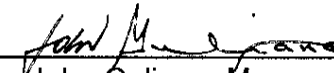


JOHN GULIANA

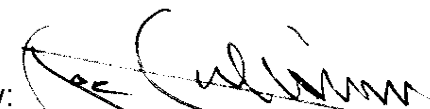


JOSEPH GULIANA

HOLLYWOOD BUSINESS LLC, an Illinois series limited liability company

By: 

John Guliana, Manager


By: 

Joseph Guliana, Manager

HOLLYWOOD BUSINESS LLC-5806 WESTERN, CHICAGO, an Illinois series limited liability company

By: 

John Guliana, Manager

By: 

Joseph Guliana, Manager

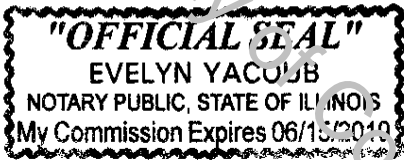
Property of COOK COUNTY CLERK'S OFFICE

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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Donald J. Clark, the Sr. Vice President of **MB FINANCIAL BANK, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Donald J. Clark appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of **MB FINANCIAL BANK, N.A.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of April, 2016.



[Signature]
Notary Public

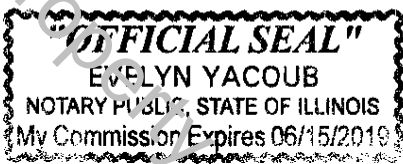
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **JOHN GULIANA**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed and delivered the 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 22nd day of April, 2016.

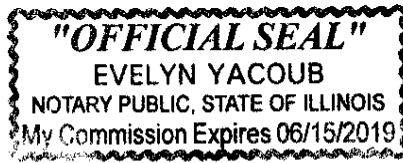


[Signature]
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **JOSEPH GULIANA** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed and delivered the 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 22nd day of April, 2016.



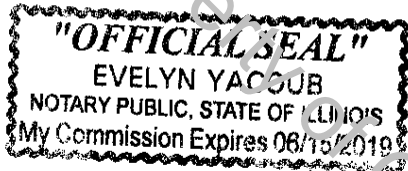
[Signature]
Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that **John Guliana**, the Manager of **HOLLYWOOD BUSINESS LLC**, an **Illinois series limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **HOLLYWOOD BUSINESS LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of April, 2016.

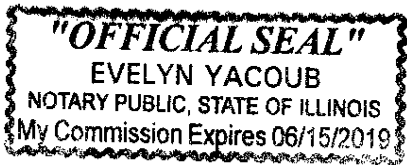


[Signature]
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that **Joseph Guliana**, the Manager of **HOLLYWOOD BUSINESS LLC**, an **Illinois series limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **HOLLYWOOD BUSINESS LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of April, 2016.



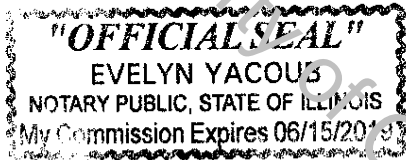
[Signature]
Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that **John Guliana**, the Manager of **HOLLYWOOD BUSINESS LLC-5806 WESTERN, CHICAGO**, an Illinois series limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **HOLLYWOOD BUSINESS LLC-5806 WESTERN, CHICAGO**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of April, 2016.

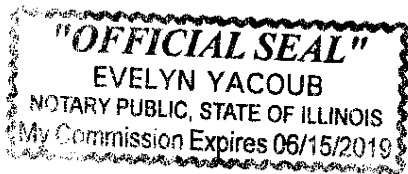


[Signature]
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that **Joseph Guliana**, the Manager of **HOLLYWOOD BUSINESS LLC-5806 WESTERN, CHICAGO**, an Illinois series limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **HOLLYWOOD BUSINESS LLC-5806 WESTERN, CHICAGO**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of April, 2016.



[Signature]
Notary Public

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EXHIBIT A

Legal Description

Lot 21 in Block 16 in W. F. Kaiser and Company's Arcadia Terrace, being a Subdivision of the North ½ of the Southeast ¼ (except the West 33 feet) and the South East quarter of the South East ¼ of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property: 5806 North Western Avenue
Chicago, IL 60659

Permanent Index No.: 13-01-415-033-0000

Property of Cook County Clerk's Office