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Doc#: 1622547007 Fee: \$74.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/12/2016 09:45 AM Pg: 1 of 14

PREPARED BY AND RECORD AND RETURN TO:
POLSINELLI

ATTN: Arnold A. Ressin
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112

THIS SPACE FOR RECORDER'S USE ONLY

MODIFICATION AND EXTENSION AGREEMENT

8th This Modification and Extension Agreement ("**Agreement**") is executed on August 8, 2016 (the "**Execution Date**") but made effective as of August 1, 2016 (the "**Effective Date**") by and among, WATERFALL VICTORIA MASTER FUND, LTD., ("**Lender**"), MJD VENTURES LLC, an Illinois limited liability company ("**Borrower**"), and JOSE MATHEW, an individual ("**Guarantor**").

RECITALS

The following recitals are a material part of this Agreement:

- A. Lender is the owner and holder of the loan ("**Loan**") evidenced by that certain Promissory Note dated January 23, 2015 and executed by Borrower in favor of Park Federal Savings Bank ("**Original Lender**"), in the original maximum principal amount of \$455,000.00, as amended by that certain Change in Terms Agreement dated January 29, 2016 by and between Borrower and Original Lender (the "**Amendment**") (as amended, restated, modified, and assigned, the "**Note**"). The Loan is evidenced and/or secured by various documents including:

That certain Mortgage dated January 23, 2015, given by Borrower in favor of Original Lender recorded in the Official Records of Cook County, Illinois (the "**Records**") as Document Number 1511322018 on April 23, 2015, as modified by that certain Modification of Mortgage by and between Borrower and Original Lender recorded in the Records as Document Number 1605734035 on February 26, 2016, as assigned by that certain Assignment of Mortgage from Royal Savings Bank, an Illinois chartered savings bank, as successor by merger to Original Lender, to Lender recorded in the Records as Document Number 1616225016 on June 10, 2016 (the "**Security Instrument**") pursuant to which Borrower granted to Lender, its successors and assigns, a first-priority mortgage lien on certain real property described therein (as further described on **Exhibit A** attached hereto, the "**Premises**"), the improvements thereon and on certain personal property

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described therein (collectively, the “**Collateral**”, and together with the Premises, the “**Property**”);

That certain Assignment of Rents dated January 23, 2015, given by Borrower in favor of Original Lender recorded in the Records as Document Number 1511322019 on April 23, 2015, as assigned by that certain Assignment of Mortgage from Royal Savings Bank, an Illinois chartered savings bank, as successor by merger to Original Lender, to Lender recorded in the Records as Document Number 1616225016 on June 10, 2016 (the “**ALR**”), pursuant to which Borrower irrevocably, absolutely and unconditionally transferred, sold, assigned, granted, pledged and conveyed to Lender, its successors and assigns, all of Borrower’s right, title and interest in and to any and all leases, licenses, rental agreements and occupancy agreements of whatever form now or hereafter affecting all or any part of the Property and any and all guarantees, extensions, renewals, replacements and modifications thereof, together with all deposits, rents, income, issues, revenues, proceeds and profits from the use, enjoyment and occupancy of the Premises;

That certain Security Agreement dated January 23, 2015, by and between Borrower and Original Lender (as amended, restated, modified, and assigned, the “**Security Agreement**”);

That certain Commercial Guaranty dated January 23, 2015, given by Guarantor in favor of Original Lender, (as amended, restated, modified, and assigned, the “**Guaranty**”); and

That certain Hazardous Substances Certificate and Indemnity Agreement dated January 23, 2015, given by Borrower in favor of Original Lender, (as amended, restated, modified, and assigned, the “**Indemnity**”).

- B. The Note, the Security Instrument, the ALR, the Security Agreement, the Guaranty, the Indemnity, the Amendment, this Agreement, all other existing, or future documents evidencing, securing, or executed in connection with the Loan, and all documents that hereafter modify, amend, extend, restate, replace, or otherwise affect the Loan or any of the foregoing documents are herein sometimes collectively referred to as the “**Loan Documents**.” All liabilities, indebtedness and obligations now or hereafter owed to Lender under the Loan Documents or otherwise in connection with the Loan are sometimes referred to herein as the “**Obligations**”. All capitalized terms used in this Agreement that are not otherwise defined herein shall have the meanings ascribed to them in the Loan Documents, as in effect on the Effective Date.
- C. Original Lender’s rights and obligations under the Note and the other Loan Documents have been assigned to Lender and Lender is the owner and holder of the Note, the Loan and all of the Loan Documents.
- D. Borrower has requested that Lender agree to extend the term of the Loan, and Lender has agreed to extend the term of the Loan and otherwise modify the terms of the Loan and

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Loan Documents, subject to and in accordance with the terms and provisions of this Agreement.

- E. Lender has agreed to extend the term of the Loan and otherwise modify the terms of the Loan and Loan Documents, subject to and in accordance with the terms and provisions of the Loan Agreement and this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maturity Date; Reinstatement. As of the Effective Date the Maturity Date is amended to be August 1, 2017 (the "**Extended Maturity Date**"), and all references in the Loan Documents to the Maturity Date shall be and mean a reference to August 1, 2017. References in any Loan Document to the "Note", the "Loan Agreement" or to any other Loan Document other than this Agreement means such Loan Document as amended by this Agreement. Borrower and Lender acknowledge and agree that there will be a balloon payment due on the Maturity Date of all unpaid principal, interest, costs, fees, and expenses as set forth in the Note.

2. Borrower Representations. Borrower and Guarantor represent and warrant as of the Execution Date that (i) the Property is free and clear of all mechanic's liens and tax liens whatsoever, (ii) there are no claims for payment for work, labor or materials affecting the Property which may become a lien against the Property, and (iii) the Property is in compliance with all Environmental Laws.

3. Modification Fee. As a material inducement for Lender to enter into this Agreement, on the Execution Date, Borrower shall pay Lender a modification fee in the amount of \$4,549.89. Borrower acknowledges and agrees that the modification fee is fully earned by Lender upon the execution of this Agreement and that the modification fee will not be applied to the Obligations. Borrower further acknowledges and agrees that the modification fee is reasonable and enforceable and waives any right it may have to contest the modification fee.

4. Outstanding Principal Balance. As of the Execution Date, the Borrower and Guarantor acknowledge and agree that the unpaid principal balance of the Loan is \$454,936.14.

5. Recitals; Status and Effect of Loan Documents. As of the Execution Date, Borrower acknowledges, confirms and agrees that the matters stated in the Recitals set forth above are true and accurate in all respects, are a material part of this Agreement, are hereby incorporated by reference, and may be relied upon for all purposes by the parties and that:

(a) The Loan Documents (including this Agreement) have been duly authorized, executed, and delivered to Lender, remain in full force and effect as originally written or as modified herein or as previously modified by mutual written agreement of the parties, and are valid, binding and enforceable against Borrower, to the extent applicable to such Borrower, in accordance with their respective terms. Borrower hereby ratifies and reaffirms the terms and provisions of the Loan Documents.

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(b) All liens and security interests created in favor of Lender under the Loan Documents have been validly created and duly perfected upon all property and collateral of Borrower in first priority as represented by the Borrower or other persons or entities in the Loan Documents.

(c) All indebtedness created under the Loan Documents is validly and unconditionally owing in full to Lender, in accordance with the terms thereof, as modified hereby, without any defense or offset whatsoever, and Borrower has no defenses, claims, counterclaims, or other rights that could be asserted to impair, delay, or adversely affect Lender's receipt of full payment and performance of all obligations owed to Lender by Borrower with respect to the Loan, or the same are hereby waived.

6. Warranties and Representations. As of the Execution Date, Borrower unconditionally ratifies, remakes and confirms all warranties and representations previously made by them in the respective Loan Documents to which it is a party, and further warrants and represents to Lender that:

(a) Borrower is duly organized, validly existing, and in good standing under the laws of its state of organization and is duly qualified as a foreign entity and is currently in good standing in each state in which such qualification is required for the conduct of such Borrower's business as it is currently being conducted (including, as applicable, the state where the Property is located).

(b) Borrower has full authority and due capacity to execute, deliver, and perform this Agreement and all documents, instruments and agreements executed in connection herewith to which it is a party. Such execution, delivery, and performance has been duly authorized as required under the organizational documents of Borrower or under applicable law, and the individuals and entities executing this Agreement on behalf of Borrower have been duly authorized and empowered to bind the Borrower by such execution.

(c) This Agreement has been duly executed and delivered to Lender by Borrower and is valid, binding, and enforceable against each of them in accordance with its terms.

(d) Neither the execution and delivery of this Agreement nor the performance of its terms and compliance with its conditions will conflict with or result in a breach of any of the terms, conditions or provisions of or constitute a violation or default under any organizational document of Borrower or any contract, agreement, or to the knowledge of Borrower applicable law, regulation, judgment, writ, order or decree to which Borrower or any property of Borrower is subject.

(e) No actions, litigation, disputes, suits, or proceedings against or that relate in any adverse manner to Borrower or the Property are now pending before any court, arbitrator or governmental or administrative body or agency, and to the best knowledge of Borrower, none is threatened.

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(f) All documents and information furnished by Borrower to Lender with respect to the Loan or this Agreement are complete and accurate in all material respects, and none contains any misrepresentation or misstatement of a material fact or omits to state a material fact.

(g) Borrower is in compliance in all material respects with all federal, state and local laws, rules, and regulations applicable to their respective properties, operations, businesses, and finances.

(h) No Event of Default exists under the Loan Documents.

7. Ratification of Obligations. As of the Execution Date:

(a) Borrower hereby (i) ratifies each of its obligations under the Loan Documents (the "**Borrower Obligations**") and confirms that such Borrower Obligations, and all waivers, covenants and agreements by the Borrower in the Loan Documents remain in full force and effect for the benefit of Lender, (ii) reaffirms its continuing liability for payment and/or performance of all of the Borrower Obligations, without any defense or offset whatsoever, to the same extent as if Borrower had executed and delivered the Loan Documents again on the date of this Agreement, and (iii) confirms that such Borrower Obligations have not been modified or amended and that Borrower's liabilities under such Borrower Obligations have not been limited, impaired or affected in any manner by any existing or previous event, fact or circumstance.

(b) Guarantor hereby (i) ratifies each of its obligations under the Loan Documents (the "**Guarantor Obligations**") and confirms that such Guarantor Obligations, and all waivers, covenants and agreements by the Guarantor in the Loan Documents remain in full force and effect for the benefit of Lender, (ii) reaffirms its continuing liability for payment and/or performance of all of the Guarantor Obligations, without any defense or offset whatsoever, to the same extent as if Guarantor had executed and delivered the Loan Documents again on the Effective Date, (iii) confirms that such Guarantor Obligations have not been modified or amended and that Guarantor's liabilities under such Guarantor Obligations have not been limited, impaired or affected in any manner by any existing or previous event, fact or circumstance, and (iv) consents to the execution of this Agreement by Borrower.

(c) The Loan Documents are also hereby modified in all respects necessary to give effect to this Section and the other provisions of this Agreement, and only in such respects, and the provisions of this Agreement shall control over any contrary or inconsistent provisions of any of the other Loan Documents. In all other respects, all Loan Documents shall remain in full force and effect as originally written or previously modified by mutual written agreement of the parties. All of Lender's liens, security interests, priorities, rights, and remedies under the Loan Documents shall continue in full force and effect as security for the Loan following the modification thereof by this Agreement. All references in any Loan Document to any other Loan Document shall hereafter be construed to refer to such other Loan Document as modified by this Agreement. For all purposes of all Loan Documents this Agreement shall be included within the definition of the term "Loan Documents".

(d) Any breach or default of any covenant under this Agreement shall be an "Event of Default" under the other Loan Documents.

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8. Releases and Indemnifications. As of the Execution Date, each of Borrower and Guarantor and their respective past, present and future employees, agents, attorneys, representatives, successors, assigns, and all persons or entities claiming by, through, or under any of them (and their respective successors and assigns, the "**Releasing Parties**") hereby:

(a) acknowledge, agree and affirm that none of them possesses any claims, defenses, offsets, rights of recoupment or counterclaims of any kind or nature against or with respect to the enforcement or administration of the Loan or the Loan Documents (including any aspect of the origination, administration or enforcement thereof), or any knowledge of any facts or circumstances that might give rise to or be the basis of any such claims, defenses, offsets, rights of recoupment or counterclaims.

(b) remise, release, acquit and forever discharge Lender, and its predecessors in interest, affiliates, subsidiaries, participants or assigns, and all of their respective past, present, and future shareholders, members, directors, managers, officers, employees, attorneys, advisers, consultants, servicers, representatives or agents (collectively, the "**Lender Released Parties**") from any and all manner of debts, accounts, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, liabilities, obligations, expenses, damages, judgments, executions, actions, claims, demands and causes of action of any nature whatsoever, whether at law or in equity, whether known or unknown, that any of the Releasing Parties now have or may hereafter have by reason of any act, omission, matter, cause or thing, from the beginning of the world to and including the date this Agreement is executed and delivered by all parties hereto, including matters arising out of or relating to the Loan and the Loan Documents, including the origination, funding, servicing or administration thereof and any other agreement or transaction between any of the Releasing Parties and any of the Lender Released Parties concerning the Loan (all of the foregoing released claims are sometimes referred to as the "**Released Claims**"), provided, however, that nothing herein shall be deemed to release Lender from any of its obligations under this Agreement except as set forth herein;

(c) agree that it is the intention of the Releasing Parties that the foregoing release shall be effective with respect to all matters, past and present, known and unknown, suspected and unsuspected. The Releasing Parties realize and acknowledge that factual matters now unknown to it may have given or may hereafter give rise to losses, damages, liabilities, costs and expenses which are presently unknown, unanticipated and unsuspected, and the Releasing Parties further agree that the waivers and releases in this Agreement have been negotiated and agreed upon in light of that realization and that the Releasing Parties nevertheless hereby intend to release, discharge and acquit the Lender Released Parties from any such unknown losses, damages, liabilities, costs and expenses;

(d) agree, jointly and severally, to indemnify the Lender Released Parties for, hold the Lender Released Parties harmless from and against, and undertake the defense of the Lender Released Parties with respect to, all Released Claims that the Releasing Parties may assert with respect to any of the Released Claims, despite the existence of the releases granted by the Borrower herein;

(e) acknowledge that Lender is specifically relying upon the Releasing Parties' acknowledgements and agreements in this Section in executing this Agreement, and that in the

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absence of such agreements Lender would be unwilling to agree to the modifications provided for in this Agreement; and

(f) agree that all releases and discharges by the Releasing Parties in this Agreement shall have the same effect as if each released or discharged matter had been the subject of a legal proceeding, adjudicated to final judgment from which no appeal could be taken and therein dismissed with prejudice.

9. Additional Documents / Further Assurances. Borrower and Guarantor shall at any time, and from time to time, upon the written request of Lender, sign and deliver such further documents and do such further acts and things as Lender may reasonably request to effect the purposes of this Agreement.

10. Time is of the Essence. Time is of the essence with respect to all agreements and obligations of Borrower contained herein.

11. Entire Agreement; Written Modifications Only. This Agreement, the exhibits attached hereto, and the documents referred to, contemplated, or required herein, constitute the sole and entire agreement between the parties with respect to the subject matter hereof, and there are no other covenants, promises, agreements or understandings regarding the same. This Agreement, including the provisions of this Section, may not be modified except by written amendment to this Agreement signed by the parties affected by the same, and the parties hereby: a) expressly agree that it shall not be reasonable for any of them to rely on any alleged, non-written amendment to this Agreement; b) waive any and all right to enforce any alleged, non-written amendment to this Agreement; and c) expressly agree that it shall be beyond the scope of authority (apparent or otherwise) for any of their respective agents to agree to any non-written modification of this Agreement.

12. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no persons other than the undersigned and the Lender Released Parties shall be entitled to claim or receive any benefit by reason of this Agreement.

13. Due Diligence Performed; Parties Fully Informed; No Right to Rely. Borrower and Guarantor hereby warrant, represent and agree that they have, by itself and with the assistance of counsel (or, if without the assistance of counsel, such party having of its own volition chosen not to seek such assistance), performed any and all due diligence and investigation it deems necessary or desirable in connection with making a fully informed decision to enter into and sign this Agreement. Borrower and Guarantor are relying on their own investigations and their own decision-making processes in determining to sign this Agreement, are not relying on the representations or omissions of Lender in so doing, and fully understand the terms and provisions of this Agreement and of the documents contemplated hereby.

14. Severability. If any one or more of the provisions of this Agreement are deemed unenforceable, the remainder of this Agreement shall, at the sole option of Lender, remain enforceable in accordance with its original terms to the fullest extent possible.

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15. Delay Not a Waiver. Neither the failure nor any delay on the part of Lender to exercise any right, power or privilege under this Agreement or under any document executed in connection herewith shall operate as a waiver of such right, power or privilege and any single or partial exercise of any such right, power or privilege shall not preclude any other or further exercise thereof.

16. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of each party's successors and permitted assigns.

17. Construction of Provisions. The following rules of construction are applicable for the purposes of this Agreement and all documents and instruments supplemental hereto unless the context clearly requires otherwise:

(a) All references herein to numbered sections or to lettered exhibits are references to the sections hereof and the exhibits annexed hereto.

(b) The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to" or the phrase "without limitation," as the context may require.

(c) The term "Property" shall be construed as if followed by the phrase "or any part thereof."

(d) All references to indebtedness, obligations, monetary sums or the like that are owed to Lender under this Agreement or the other Loan Documents shall be construed as if followed by the phrase "or any part thereof."

(e) Words of masculine, feminine or neutral gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural, and vice versa.

(f) No inference in favor of or against any party hereto shall be drawn from the fact that such party has drafted any portion of this Agreement or any other Loan Document.

(g) All references to the Loan shall be deemed to include all existing or future modifications, amendments, extensions, restatements, or replacements of the Loan made by mutual written agreement of the parties.

(h) The terms "person" and "party" shall mean any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, entity or government (whether federal, state, county, city, municipal or otherwise, including an instrumentality, division, agency, body or department thereof).

(i) The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or".

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18. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which together shall constitute one and the same document, binding upon all the parties hereto notwithstanding that all such parties are not signatories to the same counterpart. This Agreement shall become effective when all parties hereto have executed a counterpart hereof. A signature of a party by facsimile or other electronic transmission shall be deemed to constitute an original and fully effective signature of such party.

19. Costs and Expenses. Without limiting any other provision of this Agreement or any other Loan Document, Borrower shall: (i) on the Execution Date of this Agreement pay or reimburse Lender for all fees and expenses of Lender (including any and all reasonable and actual third party out-of-pocket costs and expenses, reasonable attorneys' fees and disbursements and title and recording fees) incurred by Lender in connection with any request for extension and any and all related documentation and opinions required regardless of whether Borrower obtains an extension of the term of the Loan, and (ii) after the Execution Date of this Agreement pay or reimburse Lender, within ten (10) days after written demand, all reasonable fees and out-of-pocket costs and expenses of Lender and its loan servicers, attorneys, advisors and consultants in connection with this Agreement regardless of whether Borrower obtains an extension of the term of the Loan.

20. Jurisdiction and Venue. This jurisdiction and venue provision takes precedence over and shall supersede any contrary provision of any other Loan Document. Borrower and Guarantor consent to the exercise of personal jurisdiction over them by all state and federal courts located in the state in which the Property for the loan is located (the "**Governing State**") with regard to any action brought to enforce this Agreement or any other Loan Document or any action relating to the Loan or the obligations or the relationships created by or under the Loan Documents, without regarding to whether such Action was filed by Lender, Borrower or by Guarantor ("**Action**"). Borrower and Guarantor agree that the proper venue for any Action shall be in any state or federal court located in the Governing State, and waive any right to argue that any Action filed in the Governing State was not filed in a proper venue. Neither Borrower nor Guarantor shall seek to remove any Action from a state court to a federal court. Neither Borrower nor Guarantor shall seek to change the venue of any Action or argue that the venue is improper or inconvenient. Neither Borrower nor Guarantor shall argue or assert as a defense in any Action any claim that (i) the court lacks personal jurisdiction, (ii) any claim asserted in any Action may not be brought against the Borrower or Guarantor, is not maintainable in the court or that this Agreement or any of the other Loan Documents may not be enforced in or by the court, or that it is exempt or immune from execution, (iii) that the Action is brought in an inconvenient forum, or (iv) that the venue for the Action or assertion of jurisdiction in those courts is in any way improper. Notwithstanding the foregoing, Lender may, in its sole discretion, commence any Action in any other jurisdiction or venue other than in a state or federal court located in the Governing State, subject only to applicable law governing jurisdiction and venue of actions generally. Neither Borrower nor Guarantor shall file any Action in any court other than a court located in the Governing State. If Borrower or Guarantor files an Action in a court other than a court located in the Governing State, then at Lender's sole option that Action shall be transferred to a court located in the Governing State; if transfer of the Action is not feasible or permissible under applicable law then Borrower or Guarantor, as applicable, within five business days after Lender's written request, shall dismiss such Action and re-file it in a court located in the Governing State. Borrower and Guarantor agree that, without Lender's written consent, they

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may not file or maintain any Action in any court other than a court located in the Governing State and that any Action file or maintained in violation of this Agreement shall be dismissed.

21. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND GUARANTOR HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, GUARANTOR, AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER, BORROWER, AND GUARANTOR ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

J.M

Borrower's Initials

J.M

Guarantor's Initials

[The remainder of this page is intentionally left blank.
Signatures appear on the following page(s).]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LENDER:

WATERFALL VICTORIA MASTER FUND, LTD.,

By: KeyBank National Association,
as Authorized Agent

By: *W. Reynolds*
Name: W. TODD REYNOLDS
Title: Vice President

STATE OF Kansas)
COUNTY OF Johnson) ss.

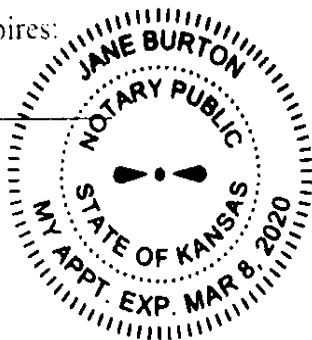
The foregoing instrument was acknowledged before me this 8 day of August, 2016, by KeyBank National Association, as Authorized Agent for Waterfall Victoria Master Fund, Ltd.

Jane Burton
Notary Public and for Said County and State

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

[SEAL]

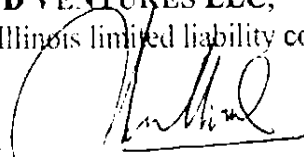


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BORROWER:

MJD VENTURES LLC,
an Illinois limited liability company

By: 

Name: Jose Mathew
Title: Member

STATE OF IL

COUNTY OF Cook ss.

The foregoing instrument was acknowledged before me this 4th day of Aug., 2016, by Mathew, Jose of MJD Ventures LLC, an Illinois limited liability company on behalf of said company.



Notary Public

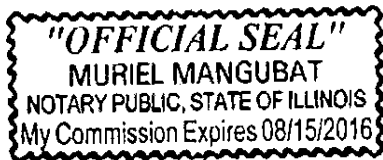
Muriel Mangubat

Printed Name of Notary

My Commission Expires:

08/15/2016

[SEAL]



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

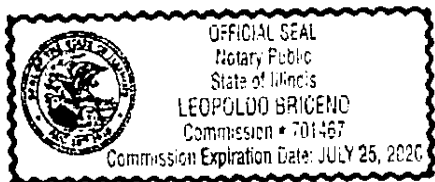
GUARANTOR:



Jose Mathew, an individual

STATE OF Illinois
COUNTY OF Cook) ss.

The foregoing instrument was acknowledged before me this 7th day of August, 2016, by Jose Matthews, an individual.


Notary Public

Leopoldo Briceño
Printed Name of Notary

My Commission Expires:

July 25, 2020

[SEAL]

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EXHIBIT A

Property

PARCEL A: A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SOUTH ASHLAND AVENUE AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE EAST LINE OF SOUTH ASHLAND AVENUE, A DISTANCE OF 33 FEET FOR A POINT OF BEGINNING; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 125 FEET ; THENCE NORTH ON A LINE PARALLEL TO THE EAST LINE OF SOUTH ASHLAND AVENUE, A DISTANCE OF 280 FEET; THENCE WEST ON A LINE PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 125 FEET; THENCE SOUTH ALONG THE EAST LINE OF SOUTH ASHLAND AVENUE, A DISTANCE OF 280 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B: THE NORTH 66.25 FEET OF THE SOUTH 379.25 FEET OF THE EAST 125 FEET OF THE WEST 175 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4443 South Ashland Avenue, Chicago, IL 60609.
The Real Property tax identification number is 20-05-300-012-0000, 20-05-300-017-0000 and 20-05-300-026-0000.