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RECORDATION REQUESTED BY:

**WINTRUST BANK
231 S. LaSalle
Chicago, IL 60604**

Doc#: 1626010078 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/16/2016 11:47 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

**WINTRUST BANK
7800 LINCOLN AVENUE
SKOKIE, IL 60077**

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**WINTRUST BANK
231 S. LaSalle
Chicago, IL 60604**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 5, 2016, is made and executed between Green Bay Enterprise, L.L.C., an Illinois limited liability company, whose address is 657 Ash Street, Winnetka, IL 60093 (referred to below as "Grantor") and WINTRUST BANK, whose address is 231 S. LaSalle, Chicago, IL 60604 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 25, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

"Mortgage A" recorded August 19, 2014 in the office of the Cook County Recorder as Document No. 1423122095

"Mortgage B" recorded August 19, 2014 in the office of the Cook County Recorder as Document No. 1423122097.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

THAT PART OF LOTS 19 AND 20 LYING EASTERLY OF A STRAIGHT LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 9 FEET SOUTH EASTERLY (AS MEASURED ON THE WESTERLY LINE THEREOF) FROM THE NORTH WESTERLY CORNER OF SAID LOT 19 TO A POINT WHICH IS 5 FEET NORTH WESTERLY (AS MEASURED IN THE EASTERLY LINE THEREOF) FROM THE EASTERLY CORNER OF SAID LOT 20, IN BLOCK 20 IN NORTH EVANSTON, A SUBDIVISION IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2631 Prairie Avenue, Evanston, IL 60201. The Real Property tax identification number is 05-34-423-026-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

RECITALS:

A. Lender made a loan (the "Loan A") to Borrower in the principal amount of \$820,000.00, as evidenced by a Promissory Note dated July 25, 2014, in the principal amount of Loan A made payable by Borrower to the order of Lender (as amended, modified or replaced from time to time, the "Note A"). Pursuant to the

CCRD REVIEW 

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BOX 162

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MODIFICATION OF MORTGAGE (Continued)

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terms of a Business Loan Agreement dated July 25, 2014, Loan A was modified by that certain Change in Terms Agreement dated August 5, 2015 in the principal amount of \$808,453.97.

B. Lender made a loan (the "Loan B") to Borrower in the principal amount of \$763,000.00, as evidenced by a Promissory Note dated July 25, 2014, in the principal amount of Loan B made payable by Borrower to the order of Lender (as amended, modified or replaced from time to time, the "Note B"). Pursuant to the terms of a Business Loan Agreement dated July 25, 2014, Loan B was modified by that certain Change in Terms Agreement dated August 5, 2015 in the principal amount of \$741,000.00.

C. Note A is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage A"), modified by a Modification of Mortgage dated August 5, 2015 and recorded on September 24, 2015 in the office of the Cook County Recorder as Document No. 1526718084, on the real property located at 2631 Prairie Avenue, Evanston, IL 60201 (the "Property"), (ii) that certain Assignment of Rents dated July 25, 2014, recorded on August 19, 2014 in the office of the Cook County Recorder as Document No. 1423122098 (the "Assignment of Rents A") on the Property. The Promissory Note, the Business Loan Agreement, the Mortgage, the Assignment of Rents, and any and all other documents evidencing, securing and/or guarantying the Loan, in their original form and as amended from time to time, are collectively referred to herein as the "Loan A Documents".

D. Note B is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage B"), modified by a Modification of Mortgage dated August 5, 2015 and recorded on September 24, 2015 in the office of the Cook County Recorder as Document No. 1526718084, on the Property, (ii) that certain Assignment of Rents dated July 25, 2014, recorded on August 19, 2014 in the office of the Cook County Recorder as Document No. 1423122098 (the "Assignment of Rents B") on the Property. The Promissory Note, the Business Loan Agreement, the Mortgage, the Assignment of Rents, and any and all other documents evidencing, securing and/or guarantying the Loan, in their original form and as amended from time to time, are collectively referred to herein as the "Loan B Documents".

E. The current outstanding principal balance of Note A is \$796,528.31.

F. The current outstanding principal balance of Note B is \$699,000.00.

G. Note A matured on August 5, 2016. The Borrower has requested that Lender extend the maturity date until August 3, 2018 and Lender is willing to extend the maturity date until August 3, 2018, on the terms and conditions set forth hereinafter.

H. Note B matured on August 5, 2016. The Borrower has requested that Lender extend the maturity date until August 3, 2018 and Lender is willing to extend the maturity date until August 3, 2018, on the terms and conditions set forth hereinafter.

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 and Borrower to modify the Loan A Documents and the Loan B Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Extension of the Maturity Date.

(a) The Maturity Date of Note A is hereby amended and extended from August 5, 2016 to August 3, 2018. All references in any and all Loan A Documents to "Maturity Date" or words of similar import shall now mean August 3, 2018.

(b) The Maturity Date of Note B is hereby amended and extended from August 5, 2016 to August 3, 2018. All references in any and all Loan B Documents to "Maturity Date" or words of similar import shall now mean August 3, 2018.

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MODIFICATION OF MORTGAGE (Continued)

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(c) The terms "Event of Default" and "Default" under the Loan A Documents and the Loan B Documents shall include Grantor, Borrower or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Loan A Document or any Loan B Document, including this Agreement, or in any other agreement between Grantor and/or Borrower and Lender, and between Guarantor (if any) and Lender. A default under any Loan A Document or any Loan B Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Loan A Documents and all other Loan B Documents.

2. Change in Terms Agreement for Note A. Contemporaneously with the execution of this Agreement a Change in Terms Agreement for Note A of even date herewith shall be executed by Borrower in the principal amount of \$796,588.31, having a maturity date of August 3, 2018. All references in any and all Loan Documents to the "Note" shall continue to include the Note A, as amended or modified. All references to the "Note" made in the paragraph of this Agreement designated "Continuing Validity" shall continue to include the Note A, as amended or modified.

3. Change in Terms Agreement for Note B. Contemporaneously with the execution of this Agreement a Change in Terms Agreement for Note B of even date herewith shall be executed by Borrower in the principal amount of \$699,000.00, having a maturity date of August 3, 2018. All references in any and all Loan Documents to the "Note" shall continue to include the Note B, as amended or modified. All references to the "Note" made in the paragraph of this Agreement designated "Continuing Validity" shall continue to include the Note B, as amended or modified.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to remain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 5, 2016.

GRANTOR:

GREEN BAY ENTERPRISE, L.L.C.

By: 
Charles C. Hays, Manager of Green Bay Enterprise, L.L.C.

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

WINTRUST BANK

X _____
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

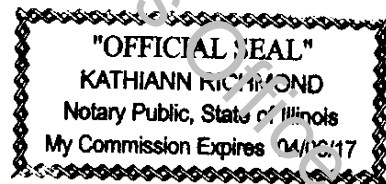
On this 23 day of AUGUST, 2016 before me, the undersigned Notary Public, personally appeared Charles C. Happ, Manager of Green Bay Enterprise, L.L.C., and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Kathiann Richmond

Residing at 576 Lincoln Ave. Winnetka, IL 60093

Notary Public in and for the State of Illinois

My commission expires 04/06/17



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

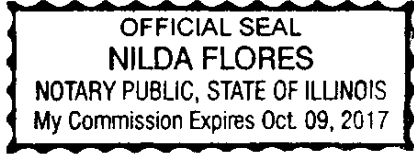
STATE OF IL)
)
COUNTY OF COOK) SS
)

On this 5th day of August, 2016 before me, the undersigned Notary Public, personally appeared Dustin Stojanovic and known to me to be the Asst Vice President, authorized agent for WINTRUST BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of WINTRUST BANK, duly authorized by WINTRUST BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of WINTRUST BANK.

By Nilda Flores Residing at IL

Notary Public in and for the State of IL

My commission expires 10-9-2017



County Clerk's Office