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First Eagle Bank
1040 E. Lake St.
Hanover Park, IL. 60133

15025894NC

E. PENNETTI

2 OF 2



1708604007

Doc# 1708604007 Fee \$56.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/27/2017 09:11 AM PG: 1 OF 10

FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Note and Loan Documents ("First Amendment") is dated as of the 23rd day of December, 2016 and made by and among 1101 Dodge LLC, an Illinois limited liability company ("Borrower"); Jeffrey M. Scales and Stephen M. Mullins, and Stephen M. Mullins Declaration of Trust dated July 27, 1995 as amended by the First Amendment to Stephen M. Mullins Declaration of Trust dated October 13, 2005 (collectively referred to as "Guarantor"), and First Eagle Bank ("Lender").

A. On December 23, 2015 Lender made a loan (the "Loan") to Borrower in the amount of Six Hundred Seventy Five Thousand Dollars (\$675,000.00). The Loan is evidenced by the Promissory Note of Borrower payable to Lender dated September 23, 2015 in the principal amount of \$675,000.00 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents dated December 23, 2015 which were executed by Borrower in favor of Lender ("collectively referred to herein as "Mortgage") and recorded as Document Nos. 1601315025 and 1601315026 respectively with the Recorder of Deeds of Cook County, Illinois and which created a first lien on the property ("Property") commonly known as 1101 Dodge Avenue, Units 201, 203, 204, 205, 101, G-4, Parking Spaces P-12, P-13, P-14, P-15, P-16, P-20, P-21, P-5, and P-6, Evanston, IL 60202 and which is legally described on Exhibit "A" which is attached hereto and made a part hereof. Unit Nos. 203, 204, and 205 and Parking Spaces P-13, P-20, P-14, P-15, and P-11 have since been released.

Prepared By: NPV

Officer Review

Initial Review RS Date 3/9/17

Final Review RS Date 3/14/17

Loan No. 103950

Box 400

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SCV
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C. The Note is further secured by the Commercial Guaranty of Guarantor dated December 23, 2015 and any and all other documents executed pursuant to or in connection with the Loan by Borrower or Guarantor, as amended, modified, assumed or replaced from time to time (hereinafter collectively referred to as the "Loan Documents").

D. Borrower and Guarantor request the (i) extension of the Maturity Date of the Loan to December 23, 2017, and (ii) increase of the amount of the Loan, that has a current principal balance of \$181,261.35 by \$143,738.65 to \$325,000.00. Lender has agreed to the requests as aforesaid, subject to the following covenants, agreements, representations and warranties.

NOW THEREFORE, for and in consideration of the covenants, agreements, representations and warranties set forth herein, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above shall be incorporated herein, as if set forth in their entirety.

2. **Amount of Loan, Maturity Date, and Schedule of Payment:** The Loan, that has a current principal balance of \$181,261.35 is hereby amended by (i) increasing the amount thereof by One Hundred Forty Three Thousand Seven Hundred Thirty Eight and 65/100 Dollars (\$143,738.65) to Three Hundred Twenty Five Thousand Dollar (\$325,000.00) and (ii) extending its Maturity Date to December 23, 2017. Borrower will pay this Loan in one principal payment of \$325,000.00 plus interest on December 23, 2017. This payment due on December 23, 2017 will be for all principal and all accrued interest not yet paid, together with any other unpaid amounts under this Loan. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest as of each payment date, beginning January 23, 2017, with all subsequent interest payments to be due on the same day of each month after that.

Concurrent with the execution of this First Amendment, Borrower shall execute and deliver to Lender an Amended and Restated Promissory Note of even date herewith in the original principal amount of \$325,000.00 (the "Amended Note"). All references in the Loan Documents to the "Note" shall hereafter be deemed to be a reference to the "Amended Note".

3. **Guarantor Not Released.** Guarantor acknowledges and consents to the foregoing amendment. As additional consideration for Lender to amend the Note, Guarantor shall execute and deliver to Lender, concurrent with the execution of this First Amendment, an Amended and Restated Commercial Guaranty of even date herewith in the original principal amount of \$325,000.00 (the "Amended Guaranty"). All references in the Loan Documents to the "Guaranty" shall hereafter be deemed to be a reference to the "Amended Guaranty".

4. **Modification of Documents.** The Mortgage and other Loan Documents shall be deemed to be modified to reflect the amendments set forth herein. All

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references in the Mortgage and other Loan Documents to "maturity" or Maturity Date" shall hereafter be deemed a reference to December 23, 2017.

5. **Restatement of Representations.** Borrower and Guarantor hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Note, Mortgage, Guaranty, and other Loan Documents.

6. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Amended Note, Mortgage, Amended Guaranty, and other Loan Documents.

7. **Documents Unmodified.** Except as modified hereby and by the Amended Note and Amended Guaranty, the Mortgage and other Loan Documents shall remain unmodified and in full force and effect. Borrower and Guarantor each hereby ratify and confirm their respective obligations and liabilities under the Note, Mortgage, Guaranty, and other Loan Documents. They each hereby acknowledge that they have no defenses, claims, or setoffs against the enforcement by Lender of their respective obligations and liabilities under the Note, Mortgage, Guaranty, and other Loan Documents, as so amended.

8. **Fee.** In consideration of Lender's agreement to amend the Loan, as aforesaid, Borrower has agreed and shall pay Lender upon execution hereof, a fee in the amount of Three Thousand Two Hundred Fifty Dollars (\$3,250.00) plus all costs incurred by Lender in connection with or arising out of this amendment.

9. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

- (a) The representations and warranties in the Loan Documents are true and correct as of the date hereof.
- (b) There is currently no Event of Default (as defined in the Loan Documents) and Borrower 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 Note, the Mortgage or the other Loan Documents.
- (c) The Loan Documents are in full force and effect and, following the execution and delivery of this First Amendment, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
- (d) There has been no material adverse change in the financial condition of Borrower, Guarantor(s) or any other party whose

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financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

- (e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
- (f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this First Amendment and to perform the Loan Documents as modified herein. The execution and delivery of this First Amendment and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This First Amendment has been duly executed and delivered on behalf of Borrower.

10. **Binding Agreement.** This First Amendment shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Amendment, and Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this First Amendment. Each of the parties to this First Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this First Amendment, and recognizes that it is executing and delivering this First Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this First Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

This First Amendment shall extend to and be binding upon each of the Borrower and each Guarantor and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

This First Amendment shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

This First Amendment constitutes the entire agreement between the parties with respect to the aforesaid Amendment and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

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This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

Borrower and Guarantor 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 matters arise or are discovered in the future (collectively, the "claims"), which the Mortgagor Parties have as of the date of this First Amendment 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 First Amendment, 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 First Amendment. 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 First Amendment. 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 First Amendment voluntarily with full knowledge of the significance of the 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 First Amendment.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH BORROWER AND EACH GUARANTOR (EACH A "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS FIRST AMENDMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF

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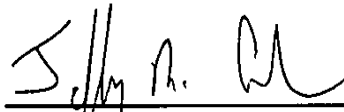
FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS FIRST AMENDMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS FIRST AMENDMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED FIRST AMENDMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

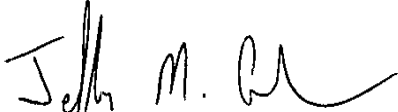
IN WITNESS WHEREOF, this First Amendment was executed by the undersigned as of the date and year first set forth above.

BORROWER:

1101 Dodge LLC, an Illinois limited liability company


By: Jeffrey M. Scales, Manager

GUARANTOR:


Jeffrey M. Scales


Stephen M. Mullins

Stephen M. Mullins Declaration of Trust dated July 27, 1995 as amended by the First Amendment to Stephen M. Mullins Declaration of Trust dated October 13, 2005

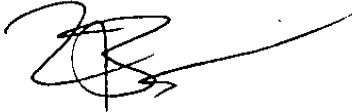

By: Stephen M. Mullins, Trustee

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LENDER:

First Eagle Bank

**COOK COUNTY
RECORDER OF DEEDS**



By: Zachary A. Braun, Sr. Vice President

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

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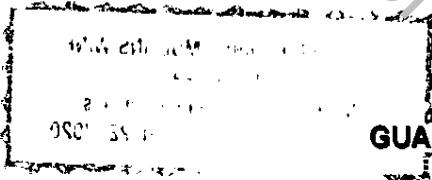
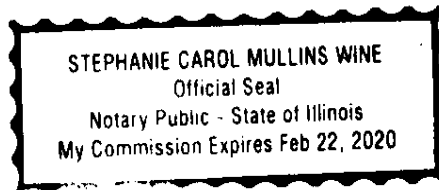
BORROWER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jeffrey M. Scales, Manager of 1101 Dodge LLC, an Illinois limited liability company, 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, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 13th day of MARCH, 2017.

Stephanie Carol Mullins Wine
Notary Public



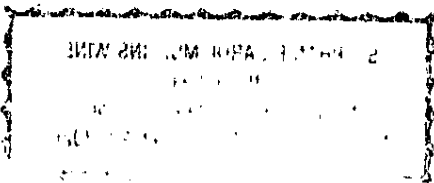
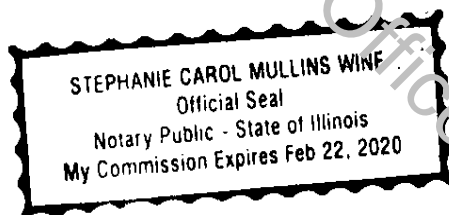
GUARANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jeffrey M. Scales and Stephen M. Mullins personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Official Seal this 13th day of MARCH, 2017.

Stephanie Carol Mullins Wine
Notary Public



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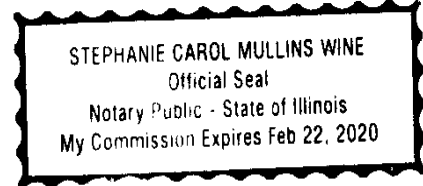
GUARANTORS' ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Stephen M. Mullins, Trustee of the Stephen M. Mullins Declaration of Trust dated July 27, 1995 as amended by the First Amendment to Stephen M. Mullins Declaration of Trust dated October 13, 2005, 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, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the trust he represents for the uses and purposes therein set forth.

Given under my hand and Official Seal this 13th day of MARCH 2017.

Stephanie Carol Mullins Wine
Notary Public



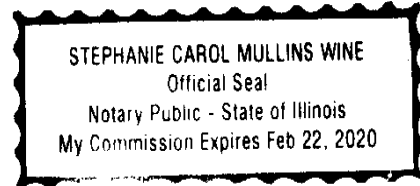
LENDER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Zachary A. Braun, Sr. Vice President of FIRST EAGLE BANK, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed, as well as that of the bank he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 13th day of MARCH 2017.

Stephanie Carol Mullins Wine
Notary Public



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Exhibit "A"

Parcel 1: Unit numbers 201, 101, and G-4 in the Racquet Club Condominium, as delineated on a plat of survey of the following described tract of land:

Lots 7 and 8 in Block 9 in Chase and Pitner's Addition to Evanston, being a Subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 24 and the South 1/2 of the Southwest 1/4 of the Southeast 1/4 (except the north 71 1/2 feet) in Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Which plat of survey is attached as exhibit "B" to the declaration of condominium recorded October 19, 2015 as document number 1529229063; together with its undivided percentage interest in the common elements.

Parcel 2: The exclusive right to use of parking spaces P-12, P-16, P-21, P-5 and P-6, limited common elements, as described and delineated in the declaration of condominium and the plat of survey attached thereto recorded as document number 1529229063 in Cook County, Illinois

ADDRESS: 1101 Dodge Avenue, Units 201, 101, and G-4 and Parking Spaces P-12, P-16, P-21, P-5 and P-6, Evanston, IL 60202

REAL PROPERTY TAX IDENTIFICATION NO. 10-24-208-032-0000 + Now KNOWN AS:
 10-24-208-033-1001; 10-24-208-033-1009;
 § 10-24-208-033-1013

Cook County Clerk's Office