

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/22/2017 10:29 AM Pg: 1 of 6

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Dykema Gossett PLLC  
10 South Wacker Drive, Suite 2300  
Chicago, IL 60606  
Attention: Diana Y. Tsai, Esq.

THIS DOCUMENT PREPARED BY:

Dykema Gossett PLLC  
10 South Wacker Drive, Suite 2300  
Chicago, IL 60606  
Attention: Diana Y. Tsai, Esq.

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(Space Above This Line For Recorder's Use)

## FIRST MODIFICATION AGREEMENT (Mortgage)

This First Modification Agreement (Mortgage) ("Modification Agreement") is made as of May 15, 2017, by JLG Properties, LLC, an Illinois limited liability company ("Mortgagor"), and Bank of America, N.A. ("Mortgagee").

### Factual Background

A. Mortgagor executed a certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of August 18, 2014 for the benefit of Mortgagee and recorded on August 20, 2014, as Document Number 1423257119, Official Records of Cook County, State of Illinois (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage"). The Mortgage encumbers the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Mortgagor and Mortgagee desire to amend the Mortgage as set forth below.

### Agreement

Therefore, Mortgagor and Mortgagee agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage.
2. The Debt Instrument secured by the Mortgage has changed or has been modified. Accordingly, Paragraphs 2.1(a) and (b) of the Mortgage which describes the Debt Instrument is hereby modified to read as follows in its entirety:

(a) Payment of all obligations of JLG Properties, LLC, an Illinois limited liability company ("Obligor") to Mortgagee comprising of Facility No. 3 arising under the instrument(s) or agreement(s) described below (collectively, the "Debt Instrument"):

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(i) a certain Loan Agreement dated as of August 18, 2014 among Obligor, J.L. Gonzalez Produce, Inc., an Illinois corporation ("JLG"), Don Hugo Produce, Inc., a Texas corporation ("Don Hugo"), and AGS 2812, LLC, a Texas limited liability company ("AGS", and together with Obligor, JLG and Don Hugo, collectively, the "Borrowers" and each, an "Borrower") and Mortgagee, as amended pursuant to that certain Amendment No. 1 to Loan Agreement dated as of October 15, 2015, but effective as of August 18, 2015 by and among Borrowers and Mortgagee, that certain Amendment No. 2 by to Loan Agreement dated as of October 24, 2016, but effective as of August 31, 2016 by and among Borrowers and Mortgagee, that certain Amendment No. 3 to Loan Agreement dated as of November 22, 2016 by and among Borrowers and Mortgagee and that certain Amendment No. 4 dated as of May 15, 2017 to Loan Agreement by and among Borrowers and Mortgagee, which provides for, among other things, a consolidated term loan in the principal amount of Seven Million Four Hundred Sixty-Six Thousand Six Hundred Sixty-Six and 56/100 Dollars (\$7,466,666.56) to Mortgagor, the terms of which are incorporated herein by reference.

(ii) This Mortgage also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety.

(b) Reserved.

3. For the avoidance of doubt, the terms of all Debt Instruments (as defined in the Mortgage) are incorporated into the Mortgage by reference.

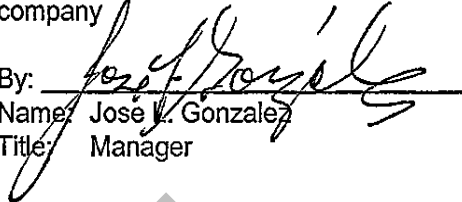
4. Except as provided in this Modification Agreement, the terms of the Mortgage remain in full force and effect.

*[Remainder of page intentionally left blank; signature page follows]*


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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Modification Agreement as of the date first above written.

JLG PROPERTIES, LLC, an Illinois limited liability company

By:   
Name: Jose V. Gonzalez  
Title: Manager

BANK OF AMERICA, N.A., a national banking association

By:   
Name: Andreas Scambanis  
Title: Vice President

Property of Cook County Clerk's Office

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## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

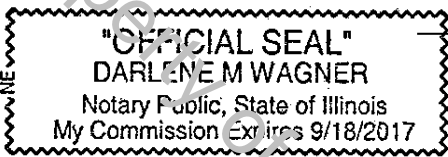
This instrument was acknowledged before me on May 15, 2017 by  
(date)

Jose L. Gonzalez as Manager  
(name/s of person/s) (type of authority, e.g., officer, trustee, etc)

of JLG PROPERTIES, LLC, an Illinois limited liability company  
(name of party on behalf of whom the instrument was executed)

*Darlene M Wagner*  
\_\_\_\_\_  
Notary Public

(Seal)



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on May 15, 2017 by  
(date)

ANDREAS SAMBANIS as VICE PRESIDENT  
(name/s of person/s) (type of authority, e.g., officer, trustee, etc)

of BANK OF AMERICA, N.A., a national banking association  
(name of party on behalf of whom the instrument was executed)

*Darlene M Wagner*  
\_\_\_\_\_  
Notary Public

(Seal)



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## EXHIBIT A

PARCEL 1: UNITS 1, 2, 3, 4, 5, 6 AND 7 IN CHICAGO INTERNATIONAL PRODUCE MARKET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

TRACT A: LOTS 1 THROUGH 15 BOTH INCLUSIVE, (EXCEPTING THERE FROM THE WEST 65 FEET OF THE SOUTH 15 FEET OF LOT 2 AND THE WEST 15 FEET OF LOTS 3 THROUGH 15, BOTH INCLUSIVE), AND LOTS 16, 17, AND 18 (EXCEPTING THERE FROM THE WEST 100 FEET THEREOF), ALL IN BLOCK 13; AND LOTS 19 AND 34 BOTH INCLUSIVE, AND LOT 35 (EXCEPTING THERE FROM THE NORTH 80.4 FEET OF THE EAST 30 FEET THEREOF) AND LOT 36 (EXCEPTING THERE FROM THE EAST 80 FEET THEREOF) ALL IN BLOCK 12, ALL SAID LOTS AND BLOCKS BEING IN S. J. WALKER'S DOCK ADDITION TO CHICAGO BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

TRACT B: THE WESTERLY 1/2 OF CANAL "C" LYING EAST OF AND ADJOINING LOTS 19 TO 35, BOTH INCLUSIVE, (EXCEPTING THERE FROM THE NORTH 80.4 FEET OF THE WESTERLY 1/2 OF CANAL "C" LYING EAST OF AND ADJOINING THE NORTH 80.4 FEET OF LOT 35), ALL IN BLOCK 12 IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 NORTH OF RIVER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT C: ALL THAT PART OF VACATED SOUTH WOLCOTT AVENUE DESCRIBED AS FOLLOWS: LYING WEST OF THE WEST LINE OF LOTS 19 TO 35, BOTH INCLUSIVE, IN BLOCK 12 AFORESAID LYING EAST OF THE EAST LINE OF LOTS 1 TO 18, BOTH INCLUSIVE, IN BLOCK 13 AFORESAID, LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF LOT 36 IN BLOCK 12 FROM A POINT WHICH IS 38.89 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 36 AS MEASURED ALONG THE WEST LINE OF SAID LOT 36, SAID RIGHT ANGLE LINE EXTENDED WEST TO THE EAST LINE OF LOT 1 IN BLOCK 13 AND LYING NORTH AND NORTHERLY OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 19 IN BLOCK 12 TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 13 AFORESAID; SAID VACATED STREET BEING FURTHER DESCRIBED AS THAT PART OF SOUTH WOLCOTT AVENUE LYING BETWEEN A RIGHT ANGLE LINE DRAWN FROM THE EAST LINE OF SOUTH WOLCOTT AVENUE FROM A POINT 38.89 FEET SOUTH OF THE SOUTHEASTERLY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD AND THE NORTHWESTERLY LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS VACATED BY VACATION ORDINANCE, RECORDED OCTOBER 4, 2000 AS DOCUMENT NUMBER 00778090.

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020271499, AND AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE RIGHT TO USE OF U1-A THROUGH U7-A, EXCLUSIVE LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0020271499.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AGREEMENT RECORDED OCTOBER 19, 1979 AS DOCUMENT NUMBER 25201753 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN LASALLE NATIONAL BANK, UNDER TRUST NUMBER 44760, AND EDWARD HINES LUMBER CO., A CORPORATION OF DELAWARE, OVER THE FOLLOWING DESCRIBED PROPERTY: AN EASEMENT 22 FEET IN WIDTH LYING 11 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; BEING THAT PART OF LOTS 16, 17

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AND 18 IN BLOCK 13 IN S.J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVER DESCRIBED AS FOLLOWS:

NOTE: THE WEST LINE OF AFORESAID LOTS 16, 17 AND 18 CONSIDERED AS BEARING DUE NORTH FOR THE FOLLOWING COURSES: COMMENCING AT THE NORTHWEST CORNER OF AFORESAID LOT 16, THENCE NORTH 89 DEGREES 54 MINUTES EAST IN ITS NORTH LINE, A DISTANCE OF 35 FEET TO THE POINT OF BEGINNING OF THE AFORESAID CENTER LINE; THENCE SOUTH IN AFORESAID CENTER LINE A DISTANCE OF 347.0 FEET TO MANHOLE; THENCE SOUTH 25 DEGREES 49 MINUTES WEST IN AFORESAID CENTER LINE A DISTANCE OF 71.50 FEET TO THE END OF THE SEWER BEING IN THE WESTERLY FACE OF STEEL SHEETING, IN COOK COUNTY, ILLINOIS.

PINS: 17-30-209-017-1001; 17-30-209-017-1002; 17-30-209-017-1003; 17-30-209-017-1004; 17-30-209-017-1005; 17-30-209-017-1006; AND 17-30-209-017-1007.

COMMONLY KNOWN AS 2404 S. WOLCOTT AVE., UNITS 1-7, CHICAGO, IL 60608-5300