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Karen A. Yarbrough
Cook County Recorder of Deeds
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This document was prepared by,
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Chicago, Illinois 60611
Attn: Jeffrey D. Warren, Esq.

Permanent Tax Index Numbers:
17-30-206-047-0000
17-30-206-048-0000
17-30-206-049-0000

Property Address:

2394-98 S. Blue Island
Chicago, Illinois 60608

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**FIRST MODIFICATION OF MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND
MARQUETTE BANK F/K/A MARQUETTE NATIONAL BANK
ASSIGNMENT OF RENTS AND LEASES**

This AGREEMENT (*this "Agreement"*), effective as of December 23, 2016, is made by and between MARQUETTE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1994 AND KNOWN AS TRUST NUMBER 13268 ("*Mortgagor*"), and MB FINANCIAL BANK, N.A. (*the "Bank"*), as successor in interest to American Chartered Bank.

WITNESSETH:

WHEREAS, Mortgagor has heretofore executed and delivered to the Bank a certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated December 23, 2015 (*the "Mortgage"*), recorded as Document No. 1536341014 in the Office of the Cook County Recorder of Deeds (*the "Recorder's Office"*), encumbering certain real property located in Chicago, Illinois described on the attached Exhibit A (*the "Premises"*);

WHEREAS, Mortgagor has heretofore executed and delivered to the Bank a certain Assignment of Rents and Leases dated December 23, 2015 (*the "Assignment"*), recorded as Document No. 1536341020 in the Recorder's Office, related to the Premises; and

WHEREAS, the Bank has agreed to extend the maturity date and increase the Revolving Loans secured by the Mortgage and the Assignment and to extend a new secured capital expenditure loan facility.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

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1. Bank. The definition of “Bank” in the Mortgage is hereby deleted in its entirety and replaced with “MB Financial Bank, N.A.”

2. Assignee. The definition of “Assignee” in the Assignment is hereby deleted in its entirety and replaced with “MB Financial Bank, N.A.”

3. Recital A of the Mortgage. Recital A of the Mortgage is hereby deleted in its entirety and replaced with the following:

A. Pursuant to the terms and conditions contained in that certain Amended and Restated Loan and Security Agreement effective as of December 23, 2016, executed by and between Mortgagor and the Borrower (as such term is defined herein) (*as such agreement may be modified, amended or restated from time to time, the “Loan Agreement”*), the Bank has agreed to make a term loan to the Borrower in the original principal amount of Five Million and 00/100 Dollars (\$5,000,000) (the “*Term Loan*”), certain revolving loans to the Borrower in the principal amount of up to One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000) (the “*Revolving Loans*”) and certain capital expenditure loans to the Borrower in the principal amount of up to Five Hundred Thousand and 00/100 Dollars (\$500,000) (the “*CapEx Loans*” and, together with the *Term Loan* and the *Revolving Loans*, the “*Loans*”). The Loans shall be evidenced by that certain Term Loan Note dated December 23, 2015 and that certain Replacement Revolving Loan Note and that certain CapEx Loan Note of even date herewith (*as amended, restated or replaced from time to time, the “Notes”*), executed by the Borrower and made payable to the order of the Bank in the maximum principal amount of the Term Loan, the Revolving Loans and the CapEx Loans, respectively, and due on December 23, 2020 (the “*Term Maturity Date*”), May 1, 2018 (the “*Revolving Maturity Date*”) and May 1, 2023 (the “*CapEx Maturity Date*” and, the latest of the *CapEx Maturity Date*, the *Term Maturity Date* and the *Revolving Maturity Date*, shall be referred to as the “*Maturity Date*”), respectively, except as may be accelerated pursuant to the terms hereof or of the Loan Agreement, Notes or any other document or instrument now or hereafter given to evidence or secure the payment of the Loans or delivered to induce the Bank to disburse the proceeds of the Loans. **Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.**

4. Recital A of the Assignment. Recital A of the Assignment is hereby deleted in its entirety and replaced with the following:

A. Pursuant to the terms and conditions contained in that certain Amended and Restated Loan and Security Agreement effective as of December 23, 2016, executed by and between Assignee and the Borrower (as defined therein) (*as such agreement may be modified, amended or restated from time to time, the “Loan Agreement”*), the Assignee has agreed to make a term loan to the Borrower in the original principal amount of Five Million and 00/100 Dollars (\$5,000,000) (the “*Term Loan*”), certain revolving loans to the Borrower in the principal amount of up to One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000) (the “*Revolving Loans*”) and certain capital expenditure loans to the Borrower in the principal amount of up to Five Hundred Thousand and 00/100 Dollars (\$500,000) (the “*CapEx Loans*” and, together with the *Term Loan* and the *Revolving Loans*, the “*Loans*”). The Loans shall be evidenced by that certain Term Loan Note dated December 23, 2015 and that certain Replacement Revolving Loan Note and that certain CapEx Loan Note of even date herewith (*as amended, restated or replaced*

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from time to time, the "Notes"), executed by the Borrower and made payable to the order of Assignee.

5. Section 1 of the Assignment. Section 1 of the Assignment, "Definitions," is hereby deleted in its entirety and replaced by the following:

1. Definitions. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of December 23, 2015, executed by the Assignor to and for the benefit of the Assignee, as amended by that certain First Modification of Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture filing and Assignment of Rents and Leases effective as of December 23, 2016 (as may be modified, amended or restated from time to time, the "Mortgage").

6. Continuing Effect. All the terms of the Mortgage and the Assignment are hereby incorporated by reference herein, and except as hereby modified, the Mortgage and the Assignment shall remain in full force and effect in all respects. Mortgagor hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and the Assignment.

7. Exculpation. This Agreement is executed by Marquette Bank F/K/A Marquette National Bank (the "Trustee"), not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and the Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Trustee personally hereunder, or to perform any covenant either express or implied herein contained, all such liability, of any, being expressly waived by the Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and the Trustee personally are concerned, the legal holder or holders of the Notes and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises secured by the Mortgage for the payment thereof, by the enforcement of the lien created thereby, in the manner herein and in the Notes provided or by action to enforce the personal liability of any other maker of the Notes, any guarantor or other obligor of the indebtedness secured hereby.

[Signature Page Follows]

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

MORTGAGOR: MARQUETTE BANK F/K/A
MARQUETTE NATIONAL BANK

BANK:

MARQUETTE NATIONAL BANK, AS
TRUSTEE UNDER TRUST AGREEMENT
DATED NOVEMBER 17, 1994 AND KNOWN
AS TRUST NUMBER 13368

MB FINANCIAL BANK, N.A. (as successor in
interest to American Chartered Bank)

AND NOT PERSONALLY
By: Joyce A. Madsen

By: [Signature]
Name: Kon Stromko
Title: SWP

Name: Joyce A. Madsen
Title: TRUST OFFICER

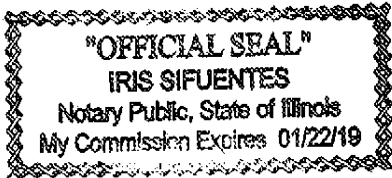
Cherice Hoard
Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF COCK) SS

MARQUETTE BANK F/K/A
MARQUETTE NATIONAL BANK

The undersigned, a Notary Public in and for the said County, in the State aforesaid, does hereby certify that Joyce A. Madsen TRUST OFFICER and Cherice Hoard Assistant Secretary of MARQUETTE NATIONAL BANK, who is 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 and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of May, 2017.

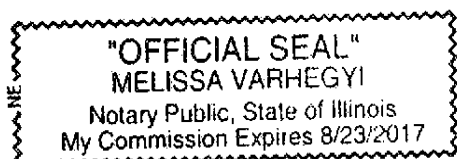


[Signature]
Notary Public

STATE OF ILLINOIS)
COUNTY OF COCK) SS

The undersigned, a Notary Public in and for the said County, in the State aforesaid, does hereby certify that [Signature] the SWP of MB FINANCIAL BANK, N.A. (as successor in interest to American Chartered Bank), who is 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of August, 2017.



[Signature]
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 4

LOTS 39, 40 AND 41 IN WALKER'S SUBDIVISION OF BLOCK 5 IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2, NORTH OF THE RIVER, IN SECTION 30, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

2394-98 S. Blue Island
Chicago, Illinois 60608

PERMANENT TAX IDENTIFICATION NUMBER:

17-30-206-047-0000
17-30-206-048-0000
17-30-206-049-0000