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Doc#. 1717957111 Fee: \$70.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/28/2017 11:16 AM Pg: 1 of 12

This Document was prepared
By and should be returned to:
First Eagle Bank
1040 W. Lake Street
Hanover Park, IL 60133

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FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment") is dated as of the 5th day of June, 2017 and made by and among H Squared Properties LLC – 2915 N. Hamlin a/k/a H Squared Properties, LLC – 2915 N. Hamlin, H Squared Properties LLC – 4217 N. Bernard a/k/a H Squared Properties, LLC – 4217 N. Bernard, H Squared Properties LLC – 4205 N. Bernard a/k/a H Squared Properties, LLC – 4205 N. Bernard, H Squared Properties LLC – 4112 W. Wellington a/k/a H Squared Properties, LLC – 4112 W. Wellington, and H Squared Properties LLC – 3352 Hutchinson, all series of an Illinois limited liability company (collectively "Borrower"); H Squared Properties LLC a/k/a H Squared Properties, LLC, an Illinois limited liability company ("Grantor/Guarantor"); Lauren E. Harding and Weston D. Harding (collectively "Guarantor") and First Eagle Bank ("Lender").

A. On August 12, 2015 Lender made a loan (the "Loan") to Borrower in the amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00). The Loan is evidenced by the Promissory Note of Borrower dated August 12, 2015 in the principal amount of \$300,000.00 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated August 12, 2015 and recorded on September 2, 2015 as Document Nos. 1524539217 and 1524539218 with the Recorder of Deeds of Cook County, Illinois which was executed by Borrower in favor of Lender and which created second liens on the properties ("Property") known as 2915 N Hamlin, 4217 N. Bernard, 4205 N Bernard and 4112 W Wellington all in Chicago, IL which are legally described on Exhibit "A" attached hereto and made a part hereof.

Prepared By: LMH
Officer Review
Initial Review LMH Date 6/5/17
Final Review LMH Date 6/9/17
Loan #101894

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C. Borrower requests (i) the increase of the amount of the Loan from \$300,000.00 to \$1,500,000.00 and (ii) the extension of the Maturity Date of the Loan to August 13, 2020. 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, Interest Rate, Maturity Date, and Schedule of Payment.** The Note is hereby amended by increasing the amount thereof from Three Hundred Thousand Dollars (\$300,000.00) to One Million Five Hundred Thousand Dollars (\$1,500,000.00) and extending its Maturity Date to August 13, 2020. 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 \$1,500,000.00 (the "Amended Note"). All references in the Loan Documents to the "Note" shall hereafter be deemed to be a reference to the "Amended Note". Borrower will pay the Loan, that has a current principal balance of \$138,463.04, with interest at the rate per annum equal to the greater of (i) 1.25% above the Index as defined in the Note or (ii) Four and three quarters percent (4.75%) in one payment of all outstanding principal plus all accrued unpaid interest on August 13, 2020 with interest as specified above on the unpaid principal balance from the date hereof until paid in full pursuant to the following schedule:

35 regular monthly payments of all accrued unpaid interest as of each payment date, beginning June 13, 2017, with all subsequent interest payments to be due on the same day of each month after that; and

1 payment on August 13, 2020. This payment due on August 13, 2020 will be for all principal and all accrued interest not yet paid, together with any other unpaid amounts under this Loan

Interest on the Note is computed on a 365/360 basis; that, is by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable on the Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated herein.

3. **Modification of Documents.** The Mortgage and other Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby modified and amended. Each reference in the Mortgage and other Loan

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Documents to “maturity” or Maturity Date” shall hereafter be deemed a reference to August 13, 2020.

4. **Restatement of Representations.** Borrower hereby ratifies and confirms their respective obligations and liabilities under the Note, Mortgage, and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Note, Mortgage, and other Loan Documents, as so amended.

5. **Additional Collateral.** Concurrent with the execution hereof, Grantor shall cause the execution and delivery to Lender of a Mortgage and Assignment of Rents in favor of Lender, in such form as Lender shall require, creating valid second mortgage on property known as 3352 W. Hutchinson, Chicago, IL 60638 (“Hutchinson Property”) as additional collateral securing the Note as if it had been originally conveyed as security for the payment of the Note hereinabove described at the time of its execution and delivery and is subject to all, each and every terms and conditions of said Note, as amended. All references in the Note and other the Loan Documents to security or collateral shall hereafter be deemed to include the Hutchinson Property.

6. **Additional Borrower.** H. Squared Properties LLC – 3352 Hutchinson, a series on an Illinois limited liability company is hereby added as additional borrower to the Loan.

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

8. **Documents Unmodified.** Except as modified hereby and by the Amended Note, the Mortgage and other Loan Documents shall remain unmodified and in full force and effect.

9. **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 Eighteen Thousand and Seven Hundred Fifty and 00/100 Dollar (\$18,750.00) plus all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

10. **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.

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- (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 Second 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 or any other party whose 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.

11. **Binding Agreement.** This First Amendment shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Amendment, and Borrower 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.

12. **Severability.** In the event any provision of this First Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. **Other Modifications.** Anything contained in the Mortgage to the contrary notwithstanding, the Mortgage also secures all loans, advances, debts, liabilities, obligations, covenants and duties owing to the Lender by the Borrower and/or any Related Party (as hereinafter defined), whether now existing, or hereafter created or arising, including, without limitation: (i) the Note, (ii) the Indebtedness, and (iii) any and all other loans, advances, overdrafts, indebtedness, liabilities and obligations now or

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hereafter owed by Borrower or any Related Party to Lender, of every kind and nature, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now due or to become due, whether direct or indirect, or absolute or contingent, whether several, joint or joint and several, whether liquidated or unliquidated, whether legal or equitable, whether disputed or undisputed, whether secured or unsecured, or whether arising under the Mortgage or any other document or instrument. For purposes of this paragraph, "Related Party" shall mean (i) Grantor, (ii) each beneficiary of Grantor, if Grantor is a land trust, (iii) the maker of the Note, if other than Grantor, and if more than one maker, each co-borrower of the Note other than Grantor, and (iv) each guarantor of the Note.

Any forbearance by Lender in exercising any right or remedy under the Note or any of the other loan documents or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Lender of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Lender of any of its rights or remedies under any of the loan documents with respect to Borrower's obligations under the Note shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right or remedy available to Lender.

Grant of Security Interest. To secure all obligations of Borrower, Borrower hereby pledges and grants to Lender a lien upon and security interest in (and may, without demand or notice of any kind, when any amount shall be due and payable by the undersigned hereunder, appropriate and apply toward the payment of such amount, in such order of application as Lender may elect) any and all balances, credits, deposits, accounts or monies of or in the name of Borrower now or hereinafter in the possession of Lender and any and all property of every kind or description of or in the name of Borrower now or hereinafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, Lender or any agent or bailee for Lender. Lender shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois in respect to such property, including, without limitation, the right to sell or otherwise dispose of any or all of such property.

This First Amendment shall extend to and be binding upon each Borrower 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 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 Second 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 Second Amendment.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH BORROWER (EACH AN "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

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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 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 SECOND 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:

H Squared Properties LLC – 2915 N. Hamlin, a Series of an Illinois limited liability company

By: 
Weston D. Harding, Member

By: 
Lauren E. Haefner a/k/a Lauren E. Harding, Member

H Squared Properties LLC – 4217 N. Bernard, a Series of an Illinois limited liability company

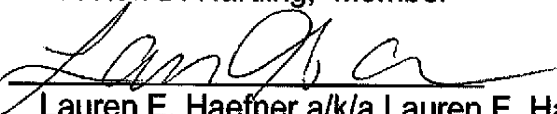
By: 
Weston D. Harding, Member

By: 
Lauren E. Haefner a/k/a Lauren E. Harding, Member

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H Squared Properties LLC – 4205 N. Bernard, a Series of an Illinois limited liability company

By: 
Weston D. Harding, Member

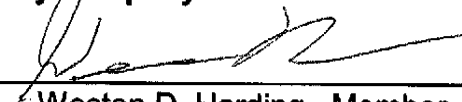
By: 
Lauren E. Haefner a/k/a Lauren E. Harding, Member

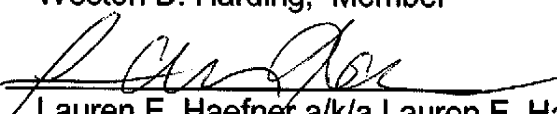
H Squared Properties LLC – 4112 W. Wellington, a Series of an Illinois limited liability company

By: 
Weston D. Harding, Member

By: 
Lauren E. Haefner a/k/a Lauren E. Harding, Member

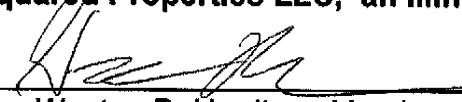
H Squared Properties LLC – 3352 Hutchinson, a Series of an Illinois limited liability company

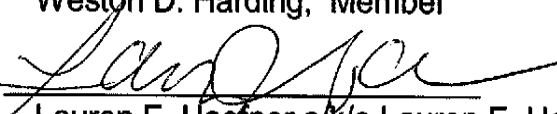
By: 
Weston D. Harding, Member

By: 
Lauren E. Haefner a/k/a Lauren E. Harding, Member

GRANTOR/GUARANTOR

H Squared Properties LLC, an Illinois limited liability company

By: 
Weston D. Harding, Member

By: 
Lauren E. Haefner a/k/a Lauren E. Harding, Member

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GUARANTOR




Weston D. Harding



Lauren E. Harding

LENDER:

First Eagle Bank



By: Rachel Reinwald, Commercial Lending Officer

Property of Cook County Clerk's Office

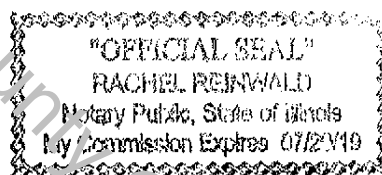
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BORROWER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF DeKalb

On this 9 day of JUNE, 2017, before me, the undersigned Notary Public, personally appeared WESTON D. HARDING AND LAUREN E. HAERNER AKA LAUREN E. HARDING, Members of H SQUARED PROPERTIES LLC -2915 N. HAMLIN, A SERIES OF AN ILLINOIS LIMITED LIABILITY COMPANY ; H SQUARED PROPERTIES, LLC - 4217 N. BERNARD, A SERIES OF AN ILLINOIS LIMITED LIABILITY COMPANY ; H SQUARED PROPERTIES, LLC - 4205 N. BERNARD, A SERIES OF AN ILLINOIS LIMITED LIABILITY COMPANY ; and H SQUARED PROPERTIES, LLC - 4112 W. WELLINGTON, A SERIES OF AN ILLINOIS LIMITED LIABILITY COMPANY and H SQUARED PROPERTIES LLC -3352 HUTCHINSON, A SERIES OF AN ILLINOIS LIMITED LIABILITY COMPANY and known to me to be a manger or designated agent of the limited liability company that executed the Promissory Note and acknowledged the Promissory Note 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 they are authorized to execute this Promissory Note and in fact executed the Promissory Note on behalf of the limited liability company.

Rachel Reinwald
Notary Public



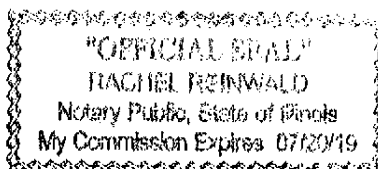
GUARANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF DeKalb

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Weston Harding and Lauren Harding, personally known to me to be the same persons whose name is 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 9 day of JUNE, 2017.

Rachel Reinwald
Notary Public



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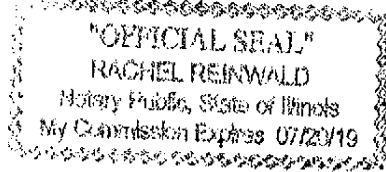
GRANTOR/GUARANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF Waukegan

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Weston Harding and Lauren Haefner a/k/a Lauren Harding, both Members of H SQUARED PROPERTIES, LLC, a limited liability company, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act and deed as well as that of the bank she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 9 day of June, 2017.

Rachel Reinwald
Notary Public



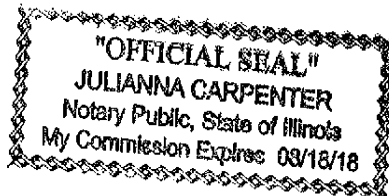
LENDER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF Kane

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Rachel Reinwald, Commercial Lending Officer of FIRST EAGLE BANK, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act and deed as well as that of the bank she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 9 day of June, 2017.

Julianna Carpenter
Notary Public



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EXHIBIT "A"

PARCEL 1:

THE NORTHEASTERLY 31.50 FEET OF LOT 89 AS MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF IN HAENTZE AND WHEELER'S SUBDIVISION NO. 5, BEING A SUBDIVISION OF PART OF LOT 7 IN DAVLIN, KELLY AND CARROLL'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 13-26-116-071-0000

PARCEL 2:

LOT 32 IN BLOCK 2 IN A. H. HILL AND COMPANY'S BOULEVARD ADDITION TO IRVING PARK BEING A SUBDIVISION BY ALONZO HILL OF THE EAST HALF OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 13-14-411-017-0000

PARCEL 3:

LOT 27 IN BLOCK 4 IN A. W. HILL AND COMPANY'S BOULEVARD ADDITION TO IRVING PARK, BEING A SUBDIVISION BY ALONZO H. HILL, OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 13-14-411-022-0000

PARCEL 4:

LOT 50 IN BLOCK 7 IN BELMONT GARDENS, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 1913 AS DOCUMENT 5209764, IN COOK COUNTY, ILLINOIS

PIN # 13-27-214-047-0000

PARCEL 5:

LOTS 46 AND 47 IN BLOCK 3 IN WILLIAM H. CONDON'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 13-14-412-021-0000 & 13-14-412-022-0000