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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.



Doc# 1727945051 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/06/2017 02:50 PM PG: 1 OF 5

(Space Above This Line For Recorder's Use)

FIRST MODIFICATION AGREEMENT (Construction Mortgage)

This First Modification Agreement (Construction Mortgage) (this "Modification Agreement") is made as of August 30, 2017, by Gold Eagle Co., an Illinois corporation ("Mortgagor"), and Bank of America, N.A. ("Mortgagee").

Factual Background

A. Mortgagor executed a certain Construction Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of September 28, 2015 for the benefit of Mortgagee (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage"), and recorded on September 30, 2015, as Document Number 1527322029, Official Records of Cook County, State of Illinois. 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, Paragraph 2.1(a) of the Mortgage which describes the Debt Instrument is hereby modified to read as follows in its entirety:

(a) Payment of all obligations of Gold Eagle Co., an Illinois corporation ("Obligor"), to Mortgagee arising under the instrument(s) or agreement(s) described below (collectively, the "Debt Instrument"):

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(i) a certain Second Amended and Restated Loan Agreement dated as of September 28, 2015 between Obligor and Mortgagee, as amended by that certain Amendment No. 1 to Second Amended and Restated Loan Agreement dated as of June ____, 2016 and that certain Amendment No. 2 to Second Amended and Restated Loan Agreement dated as of August 30, 2017, which provides for (i) a revolving line of credit in the original maximum principal amount of Five Million and No/100 Dollars (\$5,000,000.00), (ii) a term loan in the principal amount of Two Million Two Hundred Eight Thousand Three Hundred Thirty-Three and 45/100 Dollars (\$2,208,333.45), and (iii) a construction draw loan in the original principal amount of Six Million and No/100 Dollars (\$6,000,000.00), 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.

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

3. 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.

GOLD EAGLE CO., an Illinois corporation

BANK OF AMERICA, N.A.

By: [Signature]
Name: Randal L. Levy
Title: President of Gold Eagle Operations

By: [Signature]
Name: CELESTINE CIESZKA
Title: SUP

By: [Signature]
Name: Marc Blackman
Title: Chief Executive Officer

By: [Signature]
Name: Kevin R. Burger
Title: Chief Financial Officer

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Michele A. Pontarelli a notary public in and for said County, in the State aforesaid, do hereby certify that Randal L. Levy personally known to me to be the President of Gold Eagle Operations of Gold Eagle Co., an Illinois corporation, and Marc Blackman personally known to me to be the Chief Executive Officer of said corporation, and Kevin R. Krueger personally known to me to be the Chief Financial Officer of said corporation, and 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 severally acknowledged that as such President of Gold Eagle Operations, Chief Executive Officer, and Chief Financial Officer they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of August, 2017.



Michele A. Pontarelli
Notary Public

Commission expires: 8/22/20

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EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

THAT PART OF LOT "B" IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, ON APRIL 29TH, 1897, IN BOOK 67 OF PLATS, PAGE 44 AS DOCUMENT NO. 2530529, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST 44TH STREET (A PRIVATE STREET) AND THE WEST LINE OF SOUTH KILDARE BOULEVARD (A PRIVATE STREET); THENCE SOUTH ALONG SAID WEST LINE OF SOUTH KILDARE BOULEVARD, A DISTANCE OF 338 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 637.19 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 265.78 FEET TO AN INTERSECTION WITH A LINE 310.15 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 17.98 FEET; THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 276.37 FEET, TO A POINT 17.95 FEET NORTH OF AFORESAID PARALLEL LINE WHICH IS 687.19 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE SOUTH ALONG A LINE PERPENDICULAR TO AFORESAID PARALLEL LINE, SAID DISTANCE OF 17.95 FEET; THENCE WEST ALONG SAID PARALLEL LINE, WHICH IS 687.19 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3, A DISTANCE OF 26.24 FEET TO AN INTERSECTION WITH A LINE 7.43 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTH ALONG SAID PARALLEL LINE (SAID PARALLEL LINE BEING THE EAST LINE OF A STRIP OF LAND CONVEYED TO PACIFIC CAR AND FOUNDRY COMPANY BY DEED RECORDED IN SAID RECORDER'S OFFICE ON THE 6TH DAY OF JANUARY 1970 AS DOCUMENT NO. 21051178), A DISTANCE OF 17.95 FEET TO THE NORTHEAST CORNER OF SAID STRIP OF LAND; THENCE WEST ALONG THE NORTH LINE OF THE STRIP OF LAND SO CONVEYED, A DISTANCE OF 720.50 FEET TO AN INTERSECTION WITH A LINE 713.07 FEET WEST FROM AND PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 320.12 FEET TO AN INTERSECTION WITH SAID SOUTH LINE OF WEST 44TH STREET; AND THENCE EAST ALONG SAID SOUTH LINE OF WEST 44TH STREET, A DISTANCE OF 1289.00 FEET TO THE POINT OF BEGINNING.

Street Address of Property: 4400 South Kildare Avenue, Chicago, Illinois 60632

PIN: 19-03-400-192-0000