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Doc#. 1732015052 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/16/2017 09:43 AM Pg: 1 of 6

**This Document Prepared by,
and after Recording Return to:**

Kevin S. Werner
RFLF 4, LLC
222 W. Adams, Suite 1980
Chicago, IL 60606

LOAN MODIFICATION AGREEMENT

30th This **LOAN MODIFICATION AGREEMENT** ("Agreement") is made as of October 30th, 2017 by and among **RFLF 4, LLC**, a Delaware Limited Liability Company, its successors and assigns ("**Lender**"), and the following parties, each being referred to herein as an "**Obligor**" or "**Borrower**" and collectively as the "**Obligors**" or "**Borrowers**":

1755 N. MONTICELLO INC., an Illinois Corporation, and **SERGIY VASILECHKO**, an individual, (collectively referred to herein as "**Borrower**");

Recitals

A. Lender has made a loan (the "**Loan**") to Borrower for the purchase and/or rehabilitation of a multi-unit property (the "**Property**") located in Cook County, IL. The principal balance of the Loan at origination was **\$471,250.00** (the "**Loan**") pursuant to the terms and conditions of a certain Promissory Note made payable by Borrower to the order of Lender (the "**Note**"), which Note has a Maturity Date of November 22, 2017.

B. The Note is secured by, among other things, the following documents, each in favor of Lender and dated the date of the Note: a Mortgage (the "**Mortgage**") (collectively referred to herein as the "**Loan Documents**"), each executed by **SERGIY VASILECHKO** and encumbering the real property and all improvements thereon located at and common address:

1755 North Monticello Avenue, Chicago, IL 60647
1754-58 North Central Park Avenue, Chicago, IL 60647

and legally described in attached Exhibit A, and recorded with the Cook County Recorder of Deeds as Document Number 1633050086 on November 25, 2016 respectively. Lender is insured as to the lien of the Mortgage under a certain title policy (the "**Title Policy**"), as issued by a title insurer ("**Title Insurer**").

C. The Note, together with the Mortgage, the Construction Loan Agreement, and all other documents evidencing or securing the Loan, in their original form, pursuant to this Agreement, are hereinafter collectively referred to as the "**Loan Documents**";

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D. As of the date hereof, the outstanding principal balance of the Loan is **\$1,444,347.87**;

E. The Obligors have now requested that the Loan be modified to provide for the creation of an interest reserve and to provide for an increase in the construction rehab budget of \$64,668.00, which request the Lender is willing to grant, upon and subject to the following terms and conditions.

Therefore, upon good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreements

1. Recitals: Loan Documents. The foregoing Recitals are hereby restated, and the aforesaid Loan Documents are hereby incorporated herein by reference.

2. Creation of Interest Reserve and Increase of Construction Funds and Loan Amount. An interest reserve shall be created in the sum of \$52,000.00 which shall be held by Lender to apply to interest payments that accrue under the Note. The available construction funds to the Obligors shall be \$564,668.00. Further the total loan amount will be increased to \$1,572,682.87 which includes a modification fee of \$11,667.00.

3. Modifications.

a) Borrower agrees to pay a modification fee of \$11,667.00 which is included in the increased loan amount described above.

4. Representations and Warranties of the Obligors. Each of the Obligors hereby represents, covenants and warrants to the Lender that, as of the date hereof: (a) the representations and warranties in the Loan Documents are true and correct; (b) there is no Event of Default under the Loan Documents and such Obligor does not know of any event or circumstance which, with the giving of notice and/or the passage of time, would constitute an Event of Default; (c) the Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they will continue to be the legal, valid and binding obligations of the Obligors, 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 any of the Obligors or any other party whose financial statement has been delivered to the Lender in connection with the Loan from the date of the most recent financial statement received by Lender; and (e) none of the Obligors has any 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 Illinois and each Obligor, has the requisite power and authority to execute and deliver this Agreement and to perform its respective obligations under the Loan Documents as modified herein. The execution and delivery of this Agreement and performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of each of the Obligors, and this Agreement has been duly executed and delivered.

5. Reaffirmation of Guaranty. Each Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of each Guarantor in the Guaranty are, as of the date hereof, true and correct and such Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of each Guarantor, enforceable in accordance with its terms and such Guarantor has no claims or defenses to the enforcement of the rights and remedies of

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Lender thereunder.

6. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and shall not be construed more strictly against the Lender than against the Obligor merely by virtue of the fact that the same has been prepared by counsel for the Lender, it being recognized that the Obligor and the Lender have contributed substantially and materially to the preparation of this Agreement, and the Obligor and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, 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 Agreement, 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.

(b) Notwithstanding the execution of this Agreement by the Lender, the same shall not be deemed to constitute the Lender a venturer or partner of or in any way associated with the Obligor nor shall privity of contract be presumed to have been established with any third party.

(c) The Obligor and the Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of the Obligor and the Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(d) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(e) References to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for

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convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(f) Lender retains the sole discretion on which loan balance to apply principal payments.

(g) Time is of the essence of the Obligors' obligations under this Agreement.

7. **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be deemed originals for purposes of execution.

IN WITNESS WHEREOF, the Lender and the Obligors have each executed and delivered this Instrument as of the day and year first written above.

Lender:

RFLF 4, LLC

By: *Peter G. Poldoski*
Name: PETER G. POLDOSKI
Title: EVP Portfolio management

Borrower:

1755 N. MONTICELLO INC.

By: *Mmy*
Name: FOR SERGIY VASILECHKO
Title: owner under POA

SERGIY VASILECHKO

Mmy for SV under POA

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STATE OF ILLINOIS
COUNTY OF COOK

Lender's Acknowledgement

The foregoing Instrument was acknowledged before me on October 30th, 2017 by Peter Poideman the
EVF Portfolio Management of RFLF 4, LLC



NOTARY PUBLIC

Borrower's Acknowledgement

The foregoing Instrument was acknowledged before me on October 30th, 2017 by SERGIY
VASILECHKO.



NOTARY PUBLIC

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PARCEL 1:

LOTS 1 AND 2 IN BLOCK 1 IN MARY A. REID'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION AND EXCEPT RAILROAD); ALSO THE EAST 1/2 OF THE VACATED ALLEY LYING WEST AND ADJOINING LOT 1 AND LOT 2, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 45 IN BLOCK 1 IN MARY A. REID'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 AND EXCEPT RAILROAD); ALSO THE WEST 1/2 OF THE VACATED ALLEY LYING EAST AND ADJOINING LOT 45, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 46 IN BLOCK 1 IN MARY A. REID'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION AND EXCEPT RAILROAD); ALSO THE WEST 1/2 OF THE VACATED ALLEY LYING EAST AND ADJOINING LOT 46, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 1:1754-58 NORTH CENTRAL PARK AVE, CHICAGO, IL 60647
PINS: 13-35-321-020-0000 and 13-35-321-021-0000**

**PARCEL 2: 1755 NORTH MONTICELLO AVE, CHICAGO,IL 60647
PIN: 13-35-321-003-0000**

**PARCEL 3:1757 NORTH MONTICELLO AVE, CHICAGO,IL60647
PIN: 13-35-321-002-0000**