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Doc#. 1733146341 Fee: \$62.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 11/27/2017 11:30 AM Pg: 1 of 8

This Instrument prepared by/return to: Michael J. Goldstein, Esq. 77 W. Washington, Suite 900 Chicago, Illinois 60602

NINTH LOAN MODIFICATION AND EXTENSION AGREEMENT

THIS NINTH LOAN MODIFICATION AND EXTENSION AGREEMENT

("Agreement") is made as of Soptember 10, 2017 ("Effective Date"), by and between

Wintrust Bank, having an address of 190 S. LaSalle Street, Suite 2200, Chicago, IL

60603 ("Lender"), and RONALD L. MEADOWS, JR. and SUSAN L. MEADOWS,

having an address of 4514 North Leavitt Street, Chicago, Illinois 60625 ("Borrowers")

and SUSAN L. MEADOWS, as Trustee of the Susan ty. Meadows Trust, dated February

16, 2007 ("Trustee"):

RECITALS

WHEREAS, Lender has made two (2) loans to Borrowers Wentified by Lender

respectively as Loan No. 5500004008-10 ("Loan A") and Loan No. 5500003354-1

("Loan B") (Loan A and Loan B are hereinafter collectively referred to as the 'Cans');

and

WHEREAS, prior to this 9th Loan Modification and Extension Agreement, the

terms of repayment of the Loans had been modified from time to time pursuant to eight

(8) Loan Modification and Extension Agreements, the most recent of which (the 8th

Loan Modification and Extension rement) is dated June 10, 2017 (together, the prior eight (8) Loan Modification and solution in sion Agreements are "the Prior Agreements,"); and

WHEREAS, the Loans are note dated June 10, 2017, in the dated June 10, 2017, in the prin.

Note B are hereinafter collectively

ently evidenced by respective notes, as follows: a ipal amount of \$343,540.08 ("Note A") and a note amount of \$365,859.28. ("Note B") (Note A and

VVHEREAS, the Loans and the Notes have been and continue to remain secured by the following instruments ("Security Instruments"):

- Mortgage dated December 20, 2008, recorded March 16, 2009, as Document No. 0907555120 (the "Sunnyside Mortgage") on the improved non-residential property (within the meaning of the Illinois Mortgage Foreclosure Law) commonly known as 2212 West Sunnyside, Chicago, Illinois (the "Sunnyside Property"). (The legal description and PIN for the Sunnyside property are set forth in Exhibit A).
- Assignment of Rents on the Sunnyside Property dated December 20, 2008, recorded March 18, 2009, as Document No. 0907555121 ("Sunnyside Assignment of Rents").
- Mortgage dated September 20, 2007, recorded October 1, 2007, as Document No. 0727449056 and re-recorded on December 2, 2009, as Document No. 0933635018 (the "Leavit Mortgage") on the improved residential property (within the meaning of the Illinois Mortgage Foreclosure Law) commonly known as 4514 Leavitt Street, Chicago, Illinois ("Leavitt Property"). (The legal description and PIN for the Leavitt property are set forth in Exhibit A).
- The Sunnyside Mortgage and the Leavitt Mortgage have been modified from time to time by the Prior Agreements.
- Borrowers' Agreement with Lender relating to the Spring Hill, Florida property, as fully set forth in Paragraph 6 of this Agreement.

(The Security Instruments, together with the Notes, the Prior Agreements and all other documents that evidence or secure the Loans, whether or not identified herein are together the "Loan documents"); and

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WHEREAS, Lender is the grand holder of the Loan Documents; and

WHEREAS, the maturity c of both of the Loans evidenced by the Notes is

September 10, 2017; and

WHEREAS, the balances :he Notes have not been paid as of the maturity

date of September 10, 2017; and

WHEREAS, Borrowers and stee have requested that the maturity dates of the

Loans be extended to December

WHEREAS, Lender is willing to accommodate Borrowers' and Trustee's request for an extension of the maturity dates of the Loans, subject to the conditions and covenants set forth below.

NOW THEREFORE, I've parties hereto agree as follows:

- 1. Each party acknowledges the truth and veracity of the Recitals set forth above.
- 2. As of the Effective Date, the balance due and owing Lender from Borrowers on the Loans is as follows:

Loan A \$340,043.39 Loan B \$365,859.28

3. As of the Effective Date, Loan A shall be renewed by a renewal note ("Renewal Note A") containing the following terms, amongst others:

Note Date: September 10, 2017

Principal Amount: \$340,043.39 Term: \$90 days

New Maturity Date: December 10, 2017

Interest Rate: 4.50% Fixed

Amortization: 15 Years (w/12 yrs remaining)
Monthly Payments: \$3,055.62 (principal & interest)

4. As of the Effective e, Loan B shall be renewed by a renewal note

("Renewal Note B") containing the wing terms, amongst others:

Note Date: September 10, 2017

Principal Amount: \$365,859.28 Term: \$90 days

New Maturity Date: December 10, 2017

Interest Rate: 2.00% Fixed Monthly Payment: Interest Only

5. Each Renewal Note I contain such other provisions as are from time

to time found in Lender's commercial

to Borrowers, including a default interest rate, and shall be secured by the Security Instruments.

6. Borrowers re-acknowledge and reaffirm that they have an interest in The Lake Hideaway Revocable Trust, which has as its corpus approximately 1000 acres of real estate located in Northwest Hernando County, Florida (the "Spring Hill, Florida Property"). To further secure the Loans Borrowers and Trustee agree that should the Spring Hill, Florida Property, or any portion of it, be sold prior to the payment to Lender or its successors and assigns of all amounts due by reason of the Loans, all proceeds of such sale(s) to which Borrowers (or either of them) and/or Trustee should be entitled or have an interest in (after payment of broker's commission (if a.vy), title costs, attorneys fees, transfer fees and the like), shall be paid to Lender and applied against the amount(s) due Lender by reason of the Loans. The allocation of sale proceeds between the Loans shall be at the sole discretion of Lender.

7. The Loan Documer shereby modified (i) so that the term "Loan

Documents" or such similar term

ay be used therein shall be deemed to include this Agreement, and (ii) so that ea provisions of this Agreement.

8. The parties hereby wledge and agree that:

(a) In all respect expressly modified by, or inconsistent with, this Agreement, a he terms, covenants, obligations, conditions and rights set for reaffirmed and

- All of the representations and warranties made by Borrowers at the time of the making of the Loans, whether or not set forth in the Loan Documents, shall be deemed to be remade by Borrowers as of the date hereof with respect to all matters specified herein and with respect to this Agreement fully as if set forth herein, all of which remain true and correct.
- (c) The obligations of the Borrowers to Lender by reason of the Loans and pursuant to the Loan Documents, are not subject to any reduction, limitation, impairment or termination for any reason, including without limitation, any claim or waiver, release, surrender or compromise.
- (d) As of the date hereof, there are no offsets, defenses or counterclaims to the obligations evidenced by the Loan Documents.
- 9. The parties to this Agreement agree and acknowledge that nothing contained in this Agreement constitutes a novation of either of the Notes.
- 10. As further consideration for the consent of Lender to the extension of the Loan maturity dates, Borrowers shall pay to Lender a loan origination fee in the amount \$500 and attorney's fees of \$700.

IN WITNESS WHEREOF, the parties hereto have executed this documents the date above first written.

Signature Page Follows

UNOFFICIAL COPY

LENDER:

Wintrust Bank

Name: JEFF M. GALUS

Title: Seniar Vice Presiden

BORROWERS AND MORTGAGO

Ronald U. Meadows, Jr.

Susan L. Meadows, both individually and as Trustee of the Susan L. Meadows Trust

STATE OF ILLINOIS)

COUNTY OF COOK)

The undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Ronald Meadows, Jr. 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this $\hat{\mathbf{2}}$ day of \mathcal{Q}

2/4/2020

Commission expires_

OFFICIAL SEAL" **CURT HANSEN** Notary Public, State of Illinois

My Commission Expires 02/04/2020 <u>asecoccacicscoccaces</u>

STATE OF ILLINOIS) SS. COUNTY OF COOK)

The undersigned, a Notary HEREBY CERTIFY, that Susan person whose name is subscribed in person, and acknowledged that as his free and voluntary act, for the

Given under my hand and offi

ows is personally known to me to be the same foregoing instrument, appeared before me this day e signed, sealed and delivered the said instrument and purposes therein set forth.

al, this 20 day of October, 2017.

trotary mublic COLLEEN LUCAS Commission expire Notary Public, State of Illinois My Commission Expires June 18, 2019 STATE OF ILLINOIS)) SS COUNTY OF COOK) I, the undersigned, a notary public in and for the county and state aforesaid, DO HEREBY CERTIFY, that <u>Soft A collection</u>, personally known to me to be the of Wintrust Bank, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed on behalf of said corporation. For the uses and purposes therein set forth. Given under my hand and official seal, this b^n day of Commission expires

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OFFICIAL SEAL
CINDY M DODD

Notary Public – State of Illinois
My Commission Expires June 01, 2019

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XHIBIT A

. DESCRIPTION

LOT 6 IN DANIEL NASLUND'S ADD. RANGE 14 EAST OF THE THIRD FRI

I.I.N. 14-18-124-041

COMM IN Y KNOWN AS: 4514 N. LEAVITT, CHICAGO, ILLINOIS 60625

THAT PART OF LCT 25 IN DANIEL NASIONO'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF LCT 2 AND 2 (EXCEPT THE SOUTH 33 FEET) OF SUPERIOR COURT PARTITION OF LOT 2 IN PARTITION OF LTT. MEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 49 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF LINCOLN AVENUE DESCRIE OD AT FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25 A DISTANCE OF 1/2 FEET AND 4 1/4 IN HES RUNNING THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 25 A DISTANCE OF 1/2 FEET AND 4 1/4 IN HES RUNNING THENCE SOUTH ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 25 A DISTANCE OF 5 FEET AND 9 INCHES RUNNING THENCE EAST A DISTANCE OF 38 FEFT, NORE OR LESS, TO A POINT ON THE EAST LINE OF SAID LOT 25 WHICH IS 97 FEET NORTH UP THE SOUTHEAST CORNER OF SAID LOT 25 RUNNING THENCE SOUTH ON THE EAST LINE OF SAID LOT 25 RUNNING THENCE SOUTH ON THE EAST LINE OF SAID LOT 25 RUNNING THENCE SOUTH ON THE EAST LINE OF SAID LOT 25 RUNNING THENCE SOUTH ON THE EAST LINE OF SAID LOT 25 RUNNING THENCE SOUTH ON THE EAST LINE OF SAID LOT 25 RUNNING THENCE SOUTH ON THE EAST LINE OF SAID LOT 25 RUNNING THENCE SOUTH ON THE EAST LINE OF SAID LOT 25 RUNNING THENCE SOUTH ON THE EAST LINE OF SAID LOT 25 RUNNING IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 27 12 N, Sunnyside, Chicago, IL 60625. The Real Property tax Identification number is 14-15-424-051-0000.