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First Eagle Bank
1040 E. Lake St.
Hanover Park, IL. 60133



1803342042

Doc# 1803342042 Fee \$52.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/02/2018 01:57 PM PG: 1 OF 8

SECOND AMENDMENT TO LOAN DOCUMENTS

This Second Amendment to Note and Loan Documents ("Second Amendment") is dated as of the 23rd day of December, 2017 and made by and among 1101 Dodge LLC, an Illinois limited liability company ("Borrower"); Jeffrey M. Scales ("Guarantor") and First Eagle Bank ("Lender").

A. On December 23, 2015 Lender made a loan (the "Loan") to Borrower in the amount of Six Hundred Seventy Five Thousand Dollars (\$675,000.00). The Loan is evidenced by the Promissory Note of Borrower payable to Lender dated September 23, 2015 in the principal amount of \$675,000.00 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents dated December 23, 2015 which were executed by Borrower in favor of Lender ("collectively referred to herein as "Mortgage") and recorded as Document Nos. 1601315025 and 1601315026 respectively with the Recorder of Deeds of Cook County, Illinois and which created a first lien on the property ("Property") commonly known as 1101 Dodge Avenue, Units 201, 203, 204, 205, 101, G-4, Parking Spaces P-12, P-13, P-14, P-15, P-16, P-20, P-21, P-5, and P-6, Evanston, IL 60202 and which is legally described on Exhibit "A" which is attached hereto and made a part hereof. Unit Nos. 203, 204, and 205 and Parking Spaces P-13, P-20, P-14, P-15, and P-11 have since been released.

C. The Note is further secured by the Commercial Guaranty of Guarantor dated December 23, 2015 and any and all other documents executed pursuant to or in connection with the Loan by Borrower or Guarantor, as amended, modified, assumed or replaced from time to time (hereinafter collectively referred to as the "Loan Documents").

D. The First Amendment, dated as of the 23rd day of December 2016, extended the Maturity Date of the Loan to December 23, 2017 and increased the amount of the Loan to \$325,000.00.

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EPENNETT,

1 of 1

Box 400

Prepared by: AP
Officer Review

Initial Review

Date

Final Review

Date

Loan # 103950

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E. Borrower and Guarantor request the extension of the Maturity Date to December 23rd, 2018. 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. **Maturity Date, Floor Rate, and Schedule of Payment.** The Note is hereby amended by extending the Maturity Date to December 23, 2018. Effective as of the date hereof, the interest rate on the Note which is the Wall Street Journal Prime plus 0.75% shall at no time be less than 5.00% per annum ("Floor Rate"). Borrower will pay the Loan that has a current principal balance of \$325,000.00 from the date hereof until paid in full pursuant to the following schedule:

1 interest payment prior to the execution of this Second Amendment in the amount of \$1,374.46,

11 regular monthly payments of all accrued unpaid interest as of each payment date, beginning January 23, 2018, with all subsequent interest payments to be due on the same day of each month after that; and

1 payment on December 23, 2018. This payment due on December 23, 2018 will be for all principal and all accrued interest not yet paid, together with any other unpaid amounts under this Loan

3. **Guarantor Not Released.** Guarantor acknowledges and consents to the foregoing amendment. As additional consideration for Lender to amend the Note, Guarantor shall execute and deliver to Lender, concurrent with the execution of this Second Amendment, an Amended and Restated Commercial Guaranty of even date herewith in the original principal amount of \$325,000.00 (the "Amended Guaranty"). All references in the Loan Documents to the "Guaranty" shall hereafter be deemed to be a reference to the "Amended Guaranty".

4. **Release of Guarantor.** Stephen M. Mullins and Stephen M. Mullins Declaration of Trust dated July 27, 1995 are hereby released as additional guarantors to the Loan.

5. **Modification of Documents.** The Mortgage and other Loan Documents shall be deemed to be modified to reflect the amendments set forth herein. All references in the Mortgage and other Loan Documents to "maturity" or Maturity Date" shall hereafter be deemed a reference to December 23, 2018.

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6. **Restatement of Representations.** Borrower and Guarantor hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Note, Mortgage, Guaranty, and other Loan Documents.

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

8. **Documents Unmodified.** Except as modified hereby and by the Amended Note and Amended Guaranty, the Mortgage and other Loan Documents shall remain unmodified and in full force and effect. Borrower and Guarantor each hereby ratify and confirm their respective obligations and liabilities under the Note, Mortgage, Guaranty, and other Loan Documents. They each hereby acknowledge that they have no defenses, claims, or setoffs against the enforcement by Lender of their respective obligations and liabilities under the Note, Mortgage, Guaranty, and other Loan Documents, as so amended.

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 Three Thousand Two Hundred Fifty Dollars (\$3,250.00) plus all costs incurred by Lender in connection with or arising out of this amendment.

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.
- (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, Guarantor(s) 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.

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- (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.
- (f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Second Amendment and to perform the Loan Documents as modified herein. The execution and delivery of this Second Amendment and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Second Amendment has been duly executed and delivered on behalf of Borrower.

11. **Binding Agreement.** This Second Amendment shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Amendment, and Borrower, Guarantor 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 Second Amendment. Each of the parties to this Second Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this Second Amendment, and recognizes that it is executing and delivering this Second 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 Second 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.

This Second Amendment shall extend to and be binding upon each of the Borrower and each Guarantor and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

This Second 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 Second 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.

This Second 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 Guarantor and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the

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"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 Second 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 Second 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 Second 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 Second 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 AND EACH GUARANTOR (EACH A "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECOND 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 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

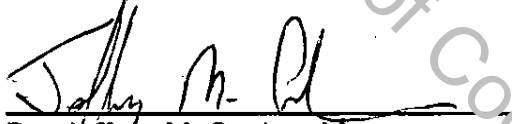
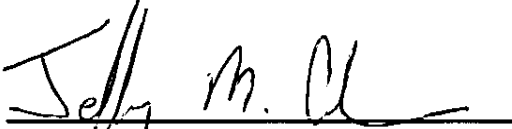
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TO THIS SECOND AMENDMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS SECOND AMENDMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, 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 SECOND 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.

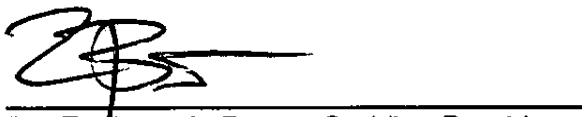
IN WITNESS WHEREOF, this Second Amendment was executed by the undersigned as of the date and year first set forth above.

BORROWER:

1101 Dodge LLC, an Illinois limited liability company


By: Jeffrey M. Scales, Manager**GUARANTOR:**
Jeffrey M. Scales**LENDER:**

First Eagle Bank


By: Zachary A. Braun, Sr. Vice President

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BORROWER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jeffrey M. Scales, Manager of 1101 Dodge LLC, an Illinois limited liability company, 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, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 22nd day of January, 2018.

Emily Irish-Ryan
Notary Public



GUARANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jeffrey M. Scales 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, sealed and delivered said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Official Seal this 22nd day of January, 2018.

Emily Irish-Ryan
Notary Public



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LENDER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Zachary A. Braun, Sr. Vice President of FIRST EAGLE BANK, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the bank he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 22nd day of January, 2018.

Emily Irish-Ryan
Notary Public

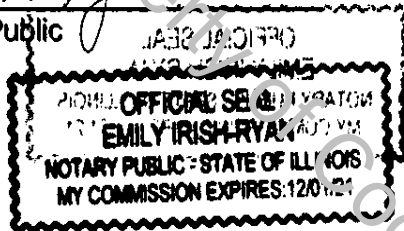


Exhibit "A"

Parcel 1: Unit numbers 201, 101, and G-4 in the Racquet Club Condominium, as delineated on a plat of survey of the following described tract of land:

Lots 7 and 8 in Block 9 in Chase and Pitner's Addition to Evanston, being a Subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 24 and the South 1/2 of the Southwest 1/4 of the Southeast 1/4 (except the north 71 1/2 feet) in Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Which plat of survey is attached as exhibit "B" to the declaration of condominium recorded October 19, 2015 as document number 1529229063; together with its undivided percentage interest in the common elements.

Parcel 2: The exclusive right to use of parking spaces P-12, P-16, P-21, P-5 and P-6, limited common elements, as described and delineated in the declaration of condominium and the plat of survey attached thereto recorded as document number 1529229063 in Cook County, Illinois

ADDRESS: 1101 Dodge Avenue, Units 201, 101, and G-4 and Parking Spaces P-12, P-16, P-21, P-5 and P-6, Evanston, IL 60202

REAL PROPERTY TAX IDENTIFICATION NO. 10-24-208-032-0000

UNIT PINS NOW: 10-24-208-033-1001 (201)
10-24-208-033-1009 (101)
10-24-208-033-1013 (G-4)

(underlying)