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THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Harold S. Dembo
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

PROPERTY ADDRESS:

540 North LaSalle Street
Chicago, Illinois

File No. 0008997.0014



Doc# 1810019076 Fee \$64.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/10/2018 03:50 PM PG: 1 OF 14

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SECOND MODIFICATION OF PROMISSORY NOTE, MORTGAGE AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS

THIS SECOND MODIFICATION OF PROMISSORY NOTE, MORTGAGE AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS (this "**Modification**") is dated as of August 31, 2017, with an effective date as of May 31, 2017, by and among **LEGAL ACUMEN, LLC**, a series of an Illinois series limited liability company ("**Legal Acumen**"), **THE TUCKER FIRM LLC**, an Illinois limited liability company ("**Tucker Firm**") and together with Legal Acumen are collectively, the "**Original Borrower**", having an address at 540 North LaSalle Street, Chicago, Illinois 60654, **ADVERTISING ACUMEN LLC**, a series of an Illinois series limited liability company ("**Co-Borrower**", having an address at 540 North LaSalle Street, Chicago, Illinois 60654, **DEBRA J. TUCKER**, having an address at 1146 West Lill, Unit 3, Chicago, Illinois 60614 ("**Guarantor**") and **SCHAUMBURG BANK & TRUST COMPANY, N.A.**, whose mailing address is 1145 North Arlington Heights Road, Itasca, Illinois 60143 ("**Lender**"). Original Borrower and Co-Borrower are collectively the "**Borrower**", and together with Guarantor are collectively the "**Borrower Parties**".

RECITALS:

A. Lender, pursuant to the Loan Documents (as hereinafter defined) made a loan to Original Borrower in the original principal amount of \$1,500,000.00 (the "**Original Loan**") to purchase an office building located at 540 North LaSalle Street, Chicago, Illinois (the "**Project**").

FIDELITY NATIONAL TITLE 999101419
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B. The Original Loan is evidenced and secured by the following documents executed in favor of Lender by Original Borrower and/or Guarantor, as stated:

- (a) Loan Agreement dated May 30, 2014 by and between Original Borrower and Lender (the "**Loan Agreement**");
- (b) Promissory Note dated May 30, 2014 payable by Original Borrower to Lender in the original principal amount of \$1,500,000.00 (the "**Note**");
- (c) Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated May 30, 2014 (the "**Mortgage**"), granted by Original Borrower to Lender, recorded on June 4, 2014 as Document No. 1415519111, in the real estate records of Cook County, Illinois ("**Cook County Recorder's Office**"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A thereto (the "**Property**");
- (d) Assignment of Leases and Rents dated May 30, 2014, granted by Original Borrower to Lender, recorded on June 4, 2014 as Document No. 1415519112, in the Cook County Recorder's Office (the "**Assignment**");
- (e) UCC-1 Financing Statement naming Original Borrower as debtor and Lender as secured party, filed with the Secretary of State of the State of Illinois as Instrument No. 19337820 (the "**Financing Statement**");
- (f) Guaranty of Payment dated May 30, 2014 executed by Guarantor in favor of Lender (the "**Payment Guaranty**"); and
- (g) Environmental Indemnity Agreement dated May 30, 2014 executed by Original Borrower and Guarantor in favor of Lender (the "**Environmental Indemnity**").

The Loan Agreement, Note, Mortgage, Assignment, Financing Statement, Payment Guaranty, Financing Statement, Environmental Indemnity, together with any and all other documents executed by Original Borrower and/or Guarantor in connection with the Loan, as may be amended from time to time, are collectively called the "**Original Loan Documents**."

C. Borrower Parties and Lender amended the Loan and executed that certain First Modification of Promissory Note, Mortgage and Security Agreement and Other Loan Documents dated as of July 31, 2016 ("**First Modification**"), which First Modification was recorded on August 11, 2016 in the Office of the Cook County Recorder of Deeds as Document No. 1622444025 (the First Modification and Original Loan Documents are collectively the "**Amended Loan Documents**").

D. Co-Borrower is an affiliate of Original Borrower and Guarantor, and Co-Borrower has an interest in the billboard sign on the Project and has agreed to execute and deliver this Modification.

E. Guarantor has a direct or indirect financial interest in the Borrower and, having a financial interest in the Premises, has agreed to execute and deliver this Modification.

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F. Borrower Parties and Lender desire to further amend the Amended Loan Documents as set forth herein. The Amended Loan Documents, the Restated Note, this Modification and any other loan documents executed in connection therewith are collectively referred to as the "**Loan Documents**".

AGREEMENTS:

NOW, THEREFORE, in consideration of: (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Modification); (ii) the agreements by Lender to further modify the Amended Loan Documents, as provided herein; (iii) agreement to pay Lender's reasonable expenses, including all of Lender's reasonable attorneys fees and costs, in connection with this Modification; (iv) the covenants and agreements contained herein; (v) the Guarantor's reaffirmation of the Guaranty with respect to the Original Loan as amended herein; (vi) Borrower Parties' agreement to execute this Modification; and (vii) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated into and made part of this Modification.

2. **Amended and Restated Note.** The Note is amended, restated and replaced by that certain Amended and Restated Promissory Note in the original principal sum of Two Million Six Hundred Twenty Four Thousand Eight Hundred and no/100 Dollars (\$2,624,800.00) of even date herewith ("**Restated Note**"). The Restated Note is comprised of a term loan facility with an outstanding balance of Six Hundred Twenty Four Thousand Eight Hundred and no/100 Dollars (\$624,800.00) ("**Term Loan Facility**") and a line of credit facility in the amount of Two Million and no/100 Dollars (\$2,000,000.00) ("**Line of Credit Facility**") which shall be disbursed from time to time in accordance with this Modification. All references to the Note in the Loan Documents shall be deemed to refer to the terms and provisions of the Restated Note.

3. **Maturity Date.** The maturity date of the Term Loan Facility is May 31, 2020. The maturity date of the Line of Credit Facility is August 31, 2018 unless extended in accordance with Section 5(b) below.

4. **Security.** The Restated Note shall be secured by this Modification, and all of the Amended Loan Documents. All of the Amended Loan Documents are further amended by the terms and provisions of this Modification. In addition, the Restated Note shall be cross-collateralized and cross-defaulted with the loans from Lender to affiliates of Borrower Parties and secured by the real estate located at 1723 and 1725 North Halsted Street, Chicago, Illinois.

5. **Line of Credit.** The Line of Credit Facility shall be subject to the following terms, provisions and conditions:

(a) The Line of Credit Facility shall be on a non-revolving basis. The purpose of the Line of Credit Facility shall be to pay for (i) approved capital expenditure improvements to the Project as listed on **Exhibit "B"** attached hereto and made a part hereof ("**CapEx**"), and (ii) tenant improvements and brokerage commissions incurred by Borrower pursuant to

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Approved Leases at the Project. For purposes hereof, an "**Approved Lease**" shall be an arms'-length retail or office lease with (i) a tenant that is not directly or indirectly owned or controlled by any of the Borrower Parties, (ii) a term of not less than three (3) years, (iii) base rent of not less than (x) \$16.20 per square foot for lower level retail space; (y) \$31.50 per square foot for floors 1 and 2; (z) \$23.40 per square foot for floors 3 through 6; and (aa) \$26.10 per square foot for the 7th floor; and (iv) such other terms and provisions that are acceptable to Lender. At Lender's option, all disbursements shall be made through a construction escrow established with the Title Company, as defined in Section 8 below, as escrowee, upon receipt of duly executed lien waivers, sworn statements and any other documents required by the Title Company in order to issue date down endorsements to the Title Policy. Borrower shall be responsible for all title charges and fees including an inspecting architect's fee in connection with the escrow and date down endorsements.

(b) The maturity date of the Line of Credit Facility may be extended to August 31, 2019 as set forth in the Restated Note. A loan extension fee shall be payable in the amount of Five Thousand and No/100 Dollars (\$5,000.00). However, the fee shall be waived if the debt service coverage ratio of the Project as of August 31, 2018 is at least 1.00 to 1.00. Operating Cash Flow and Debt Service, as defined herein, shall be calculated by the Lender based on the financial information provided to the Lender by the Borrower and independently verified by the Lender, and the calculations so verified shall be final and binding upon the Borrower. "**Debt Service**" shall be calculated by Lender on an interest only basis using the then current interest rate of the Loan. As used herein, "**Operating Cash Flow**" shall mean all rental income from all Approved Leases (whether or not in place as of the date of the calculation) (including minimum rent, additional rent, escalation and pass through payments) to be received arising from the Project (excluding tenant security deposits and the rent paid by any tenant that is more than thirty (30) days past due), less the sum of all costs, taxes, expenses and disbursements of every kind, nature or description based upon the Lender's pro forma operating expenses in connection with the leasing, management, operation, maintenance and repair of the Project and of the personal property, fixtures, machinery, equipment, systems and apparatus located therein or used in connection therewith, including a management fee equal to the five percent (5.0%) of gross rental income for the Project, but excluding (i) non-cash expenses, such as depreciation and amortization costs, (ii) state and federal income taxes, (iii) the non-current portion of capital expenditures determined in accordance with generally accepted accounting principles, (iv) debt service payable on the Restated Note to Lender, and (v) principal and interest payments on other loans expressly permitted by the Lender. In determining Operating Cash Flow, extraordinary items of income, such as those resulting from casualty or condemnation or lease termination payments of tenants, shall be deducted from income.

(c) Excluding the CapEx portion of the Line of Credit, it shall be a condition precedent to the disbursement of principal under the Line of Credit Facility that Borrower enter into a leasing agreement with an experienced professional real estate broker approved by Lender ("**Leasing Agent**") to lease the vacant retail and office space at the Property (the "**Leasing Agreement**"). The Leasing Agreement shall not be amended, modified or terminated without Lender's consent. Borrower shall notify Lender if the Leasing Agreement terminates for any reason, or if Borrower or Leasing Agent delivers to or receives from the

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other party a default notice, and Lender shall not be obligated to disburse any loan proceeds during the time that there is no Leasing Agreement or if the Leasing Agreement is in default.

6. **Representations and Warranties of Borrower and Guarantor.** Borrower and Guarantor hereby represent, covenant and warrant 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) under the Loan Documents, and Borrower and Guarantor do 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 Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Modification, they continue to be the legal, valid and binding obligations of Borrower and Guarantor 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 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, neither Borrower nor any Guarantor has any claims, counterclaims, defenses, or set-offs whether legal, equitable or otherwise to the obligations evidenced by or set forth in the Loan Documents as modified herein.

(f) The execution and delivery of this Modification and the performance of the Loan Documents as modified herein, have been duly authorized by all requisite action by or on behalf of Borrower and Guarantor. This Modification has been duly executed and delivered on behalf of Borrower and Guarantor.

7. **Reaffirmation of Guaranty.** The Payment Guaranty is hereby amended to secure payment of the Restated Note and any other sums due and owing by Borrower under the Loan Documents. Guarantor hereby ratifies and affirms the Payment Guaranty and agrees that the Payment Guaranty is in full force and effect following the execution and delivery of this Modification. The representations and warranties of Guarantor in the Guaranty is, as of this date, true and correct, and Guarantor does not know of any default thereunder. The Payment Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor does not have any claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

8. **Expenses and Loan Fee.** As a condition precedent to the agreements contained herein, Borrower shall pay Lender a loan fee of Five Thousand and No/100 Dollars (\$5,000.00) and all reasonable out-of-pocket third-party costs and expenses incurred by Lender in connection with this Modification, including, without limitation, title charges, recording fees, appraisal fees and reasonable attorneys' fees and expenses.

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9. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Fidelity National Title Insurance Company (the "**Title Company**") to issue an endorsement to loan policy no. 2011-999101419 (the "**Title Policy**") as of the date this Modification is recorded, reflecting the recording of this Modification, and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender. The Title Policy may include a pending disbursement endorsement with respect to the Line of Credit.

10. **Miscellaneous.**

(a) This Modification is governed by and should be construed in accordance with the laws of the State of Illinois.

(b) This Modification may 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 Modification, 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 Modification. Each of the parties to this Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Modification, and recognizes that it is executing and delivering this Modification, 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 parties state that they have read and understand this Modification, 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.

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

(d) Borrower, Guarantor and 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 Modification, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are modified as set forth in this Modification. Except as expressly modified, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Modification binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to Loan Agreement, Note, Mortgage, Assignment, Financing Statement, Payment Guaranty, Environmental Indemnity Agreement or the other Loan Documents contained in any of the Loan Documents should be considered to refer to the Loan Agreement, Restated Note, Mortgage, Assignment, Financing Statement, Payment Guaranty,

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Environmental Indemnity Agreement and the other Loan Documents as amended by this Modification and as further amended from time to time. The paragraph and section headings used in this Modification are for convenience only and shall not limit the substantive provisions hereof. All words in this Modification that are expressed in the neuter gender should be considered to include the masculine, feminine and neuter genders. Any word in this Modification that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.

(g) This Modification may be executed in one or more counterparts, all of which, when taken together, constitute one original agreement.

(h) Time is of the essence of each of Borrower Parties' and Guarantor's obligations under this Modification.

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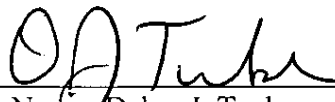
IN WITNESS WHEREOF, this Second Modification of Promissory Note, Mortgage and Security Agreement and Other Loan Documents was executed as of the date and year set forth above.

BORROWER:

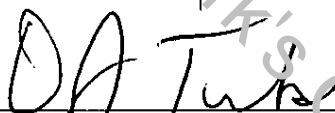
LEGAL ACUMEN, LLC, a series of an Illinois series limited liability company

By: 
Name: Debra J. Tucker
Its: Managing Member

THE TUCKER FIRM LLC, an Illinois limited liability company

By: 
Name: Debra J. Tucker
Its: Sole Member

ADVERTISING ACUMEN, LLC, a series of an Illinois series limited liability company

By: 
Name: Debra J. Tucker
Its: Managing Member

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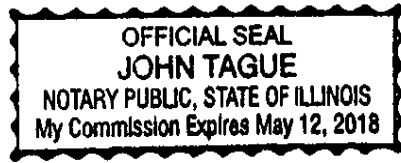
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Debra J. Tucker, as Managing Member of Legal Acumen, LLC, an Illinois designated series limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged she signed and delivered said instrument as her free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of September, 2017.

Commission Expires: 5-12-18 _____ 

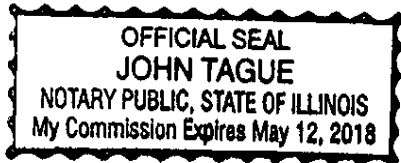
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Debra J. Tucker, as Sole Member of The Tucker Firm LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sole Member, appeared before me this day in person and acknowledged she signed and delivered said instrument as her free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of September, 2017.

Commission Expires: 5-12-18 _____ 



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Debra J. Tucker, as Managing Member of Advertising Acumen, LLC, an Illinois designated series limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged she signed and delivered said instrument as her free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of September, 2017.

Commission Expires: 5-10-18


John Tague



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GUARANTOR:


Name: **DEBRA J. TUCKER**

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Debra J. Tucker, who 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 she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of September, 2017.





Notary Public

My Commission Expires:
5-12-18

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LENDER:

SCHAUMBURG BANK & TRUST COMPANY, N.A.,
a national banking association

By: Zornitsa Titova, VP
Name: Zornitsa Titova
Title: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK

The undersigned, a Notary Public, in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Zornitsa Titova, the VP of SCHAUMBURG BANK & TRUST COMPANY, N.A., who 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 and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22ND day of SEPTEMBER 2017.



Edeltraud V. Reed
Notary Public

My Commission Expires:

6-7-2021

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

LOTS 4, 5 AND 6 (EXCEPT THE EAST 20 FEET OF LOT 6 AFORESAID, CONVEYED TO THE CITY OF CHICAGO, A MUNICIPAL CORPORATION, BY QUIT CLAIM DEED RECORDED NOVEMBER 10, 1930 AS DOCUMENT 10786783) IN BLOCK 13 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN's: 17-09-238-008-0000

Address: 540 North LaSalle Street, Chicago, Illinois

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
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EXHIBIT B

Approved CapEx

<u>Items</u>	<u>Cost</u>
Sprinkler and related water service	\$327,320
Fire Alarm Panel	\$47,040
West Wall Windows	\$219,515
HVAC Equipment (2 floors and lobbies only)	\$114,929
General Contractor, Labor and Materials	\$141,196
TOTAL:	\$850,000

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS