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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/20/2018 01:31 PM Pg: 1 of 17

WHEN RECORDED, RETURN TO:

CLMG CORP.
7195 DALLAS PARKWAY
PLANO, TEXAS 75024
ATTENTION: CHARLES HELM

SECOND MODIFICATION AGREEMENT

This SECOND MODIFICATION AGREEMENT (this "Agreement") is executed as of the dates shown in the acknowledgments below to be effective as of March 1, 2018 (the "Effective Date"), by and among Raul Martinez, an individual resident of the state of Illinois ("Raul Martinez"), Rosalba Martinez, an individual resident of the state of Illinois ("Rosalba Martinez," and together with Raul Martinez, each a "Borrower" and collectively and jointly and severally, the "Borrowers"), and LNV Corporation, a Nevada corporation (the "Lender").

W I T N E S S E T H:

WHEREAS, Family Federal Savings of Illinois, later known as GreenChoice Bank, fsb (the "Prior Lender") made a loan (the "Loan") to the Borrowers in the original principal amount of Three Hundred Thirty Thousand and No/100 Dollars (\$330,000.00), evidenced and secured by, among other things, the following:

A. Balloon Note (Fixed Rate) dated November 30, 2007, in the original principal amount of Three Hundred Thirty Thousand and No/100 Dollars (\$330,000.00), made by the Borrowers payable to the order of the Prior Lender (the "Original Note");

B. Mortgage dated as of November 30, 2007 (the "Mortgage"), executed and delivered by the Borrowers to and in favor of the Prior Lender, covering certain real property in Cook County Illinois, more fully described therein and on Exhibit A attached hereto and incorporated herein by reference (the "Property"), recorded on December 6, 2007, as Document Number 0734047023, in the Office of the Recorder of Deeds of Cook County, Illinois;

WHEREAS, the Prior Lender, then known as GreenChoice Bank, fsb, renewed and extended the Loan in accordance with among other things, the following:

A. Business Loan Agreement dated as of December 1, 2012, by and between the Borrowers and the Prior Lender (the "Loan Agreement");

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B. Commercial Promissory Note Renewal dated December 1, 2012, in the original principal amount of Three Hundred Nine Thousand Three Hundred Forty-Five and 61/100 Dollars (\$309,345.61), made by the Borrowers payable to the order of the Prior Lender, in renewal and extension of, but not in novation or extinguishment of the obligations evidenced by, the Original Note (the "Renewal Note," the Original Note, as modified and renewed by the Renewal Note, is referred to hereinafter as the "Note");

C. Modification Agreement – Mortgage (the "Mortgage Modification"), dated as of December 1, 2012, by and between the Borrowers and the Prior Lender, recorded on February 26, 2013, as Document Number 1305713107, in the Office of the Recorder of Deeds of Cook County, Illinois;

D. Assignment of Leases and Rents dated as of December 1, 2012 (the "Assignment of Rents"), executed and delivered by the Borrowers to and in favor of the Prior Lender, covering the Property, recorded on February 26, 2013, as Document Number 1305713108, in the Office of the Recorder of Deeds of Cook County, Illinois;

E. Environmental Agreement dated as of December 1, 2012, by and between the Borrowers and the Prior Lender (the "Indemnity"); and

F. Commercial Security Agreement dated as of December 1, 2012, executed and delivered by the Borrowers to and in favor of the Prior Lender (the "Security Agreement") (the Loan Agreement, Note, Mortgage, Mortgage Modification, Assignment of Rents, Indemnity, and the Security Agreement, and the other documents, instruments, and agreements executed or delivered in connection with the Loan, as the same may have been and may in the future be amended, modified, substituted, restated, or replaced, are referred to hereinafter as the "Loan Documents").

WHEREAS, the Federal Deposit Insurance Corporation, as Receiver for the Prior Lender (the "FDIC"), assigned the right, title, and interest in and to the Loan and the Loan Documents to the Lender effective December 9, 2014, and the Lender is the current owner and holder of the Note and the beneficiary of the liens and security interests created and evidenced by the Mortgage, Assignment of Rents, Security Agreement, and the other Loan Documents;

WHEREAS, the FDIC assigned the right, title, and interest in and to the Mortgage to the Lender pursuant to that certain Assignment of Mortgage dated as of March 16, 2015, recorded on March 23, 2015, as Document Number 1508246270, in the Office of the Recorder of Deeds of Cook County, Illinois;

WHEREAS, the FDIC assigned the right, title, and interest in and to the Assignment of Rents to the Lender pursuant to that certain Assignment of Assignment of Leases and Rents dated as of March 16, 2015, recorded on March 23, 2015, as Document Number 1508246271, in the Office of the Recorder of Deeds of Cook County, Illinois;

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WHEREAS, the Borrowers and the Lender entered into a Modification Agreement dated as of December 1, 2017 (the "First Modification"), recorded on January 12, 2018, as Document Number 1801215022, in the Office of the Recorder of Deeds of Cook County, Illinois, which, among other things, extended the maturity date of the Note to March 1, 2018;

WHEREAS, the Borrowers have requested that the Lender extend the maturity date of the Note to September 1, 2018, and make certain other changes to the Loan Documents, and the Lender is willing to do so on the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Extension of Maturity Date.** The term of the Loan is hereby extended to September 1, 2018 (the "Maturity Date"), subject to acceleration of such Maturity Date as provided in the Loan Documents. The liens, security interests, assignments, and other rights evidenced by the Mortgage, Assignment of Rents, Security Agreement, and the other Loan Documents are hereby renewed, extended, reinstated, confirmed, and continued to secure payment of the Note as extended hereby. All references to the maturity of the Loan which appear in the Loan Documents shall hereafter refer to September 1, 2018. The Borrowers acknowledge that the Borrowers have no right to extend the maturity of the Loan further and that the Lender has not made any assurances regarding the future extension of the Loan or the terms of any future extension of the Loan.

2. **Interest Rate.** The principal balance from time to time outstanding under the Loan and the Note shall continue to bear interest at an annual rate (the "Applicable Interest Rate") which shall be equal to the lesser of (a) five percent (5.000%), and (b) the Maximum Lawful Rate, as hereinafter defined. The annual interest rate on the Note is computed on a 360/360 basis; that is, based on a 360-day year consisting of 12 30-day months. Upon the occurrence of a default or event of default (however defined or described) hereunder or under any other Loan Document, including failure to pay upon maturity, the Applicable Interest Rate shall be increased to the lesser of (i) the Maximum Lawful Rate, or (ii) the Applicable Rate otherwise in effect plus five percent (5.000%).

3. **Payment of Principal and Interest.** Payments of principal and accrued but unpaid interest on the Note in the amount of \$1,725.52 each will continue to be due and payable on the first day of each calendar month beginning March 1, 2018, and continuing until the earliest of (i) the date the Note is repaid in full, (ii) the extended Maturity Date, or (iii) the date the Lender declares the Loan due, or the Note becomes due automatically, as a result of a default under some or all of the Loan Documents, on which earliest date all outstanding principal and accrued but unpaid interest on the Note shall be due and payable in full without notice or demand. The Borrowers will pay the Lender c/o CLMG Corp., 7195 Dallas Parkway, Plano, Texas 75024, or at such other place as the Lender may designate in writing. If any installment of principal and/or interest is not paid on or before the 15th day immediately following the date such installment is due, the Borrowers agree to pay to the Lender a late charge equal to five percent (5%) of the amount of the unpaid installment to compensate the Lender for the additional

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expense involved in handling delinquent payments; provided, however, that the total compensation to the Lender for the use, forbearance, or detention of money shall not exceed in the aggregate the maximum amount permitted by applicable law. All payments received from or on behalf of any Borrower and all proceeds of Collateral (as hereinafter defined) or insurance or other amounts paid to or for the benefit of the Lender under the Loan Documents shall be applied to the principal, interest, and other obligations outstanding under the Note and the other Loan Documents, including late fees and fees, costs, and expenses incurred by the Lender, its servicers, or agents in the administration of the Loan, in such order and manner as the Lender may elect in its sole discretion. The Loan may be prepaid in whole or in part at any time without premium or penalty. Partial prepayments will be applied to remaining installments due under the Note in inverse order of maturity.

4. **Loan Balance.** The Borrowers and the Lender hereby acknowledge that the unpaid principal balance of the Loan and the Note, as of as of March 1, 2018, is \$259,925.86, and the accrued but unpaid interest owing on the Loan and the Note as of March 1, 2018, is \$1,120.54. In addition, as of March 1, 2018, the Borrowers are obligated to reimburse the Lender for late charges in the amount of \$1,030.24, and for an additional amount of \$646.65 representing amounts advanced by the Lender for the protection of its collateral. The Borrowers acknowledge that the Lender has no obligation to make any further advances with respect to the Loan or the Note.

5. **Reserve for Insurance, Taxes and Assessments.** To secure certain of the Borrowers' obligations contained in the Mortgage and the other Loan Documents, but not in lieu of such obligations, the Borrowers will deposit with the Lender or with CLMG Corp. as servicer for the Lender ("CLMG"), on each date when an installment of principal and/or interest is due on the Note, sufficient funds (as estimated from time to time by the Lender) to permit the Lender to pay at least fifteen (15) days prior to the due date thereof, the next maturing *ad valorem* taxes, assessments and charges and premiums for such policies of insurance as are required by the Mortgage and the other Loan Documents. The Lender shall have the right to rely upon tax information furnished by applicable taxing authorities in the payment of such taxes or assessments and shall have no obligation to make any protest of any such taxes or assessments. Any excess over the amounts required for such purposes shall be held by the Lender for future use, applied to the amounts owing with respect to the Loan, or refunded to the Borrowers, at the Lender's option, and any deficiency in such funds so deposited shall be made up by the Borrowers upon demand of the Lender. All such funds so deposited shall bear no interest, may be commingled with the general funds of the Lender or CLMG, and shall be applied by the Lender toward the payment of such taxes, assessments, charges, and premiums when statements therefor are presented to the Lender or CLMG by the Borrowers (which statements shall be presented by the Borrowers to the Lender a reasonable time before the applicable amount is due); provided, however, that, if a default shall have occurred hereunder, under the Note, or under any other Loan Document, such funds may at the Lender's option be applied to the payment of the amounts owing with respect to the Loan in the order determined by the Lender in its sole discretion, and that the Lender may (but shall not be obligated to) at any time, in its discretion, apply all or any part of such funds toward the payment of any such taxes, assessments, charges, or premiums which are past due, together with any penalties or late charges with respect thereto. The Borrowers hereby pledge, assign, and grant to the Lender a continuing security interest in,

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such funds and any account in which they may be on deposit or to which they may be credited from time to time to secure the payment and performance of the obligations of the Borrowers under the Note and the other Loan Documents. The conveyance or transfer of the Borrowers' interest in the Property for any reason (including without limitation the foreclosure of a subordinate lien or security interest or a transfer by operation of law) shall constitute an assignment or transfer of the Borrowers' interest in and rights to such funds held by the Lender or CLMG under this Paragraph 5 but subject to the rights of the Lender under the Loan Documents.

6. **Representations of Borrowers.** Each Borrower hereby jointly and severally represents and warrants to the Lender that (a) such Borrower is duly authorized to enter into this Agreement, (b) the Borrowers own good and marketable title to the Property; (c) the Lender's security interest in and lien upon the real and personal property in which a lien, security interest, or assignment has been granted or purported or intended to be granted as security for the Loan (the "Collateral"), including the Property, is a first and prior lien and security interest, subject to no equal or prior lien or security interest, and the Borrowers have not granted or permitted to exist any subordinate lien or security interest in or upon any of the Collateral, including the Property; (d) the Loan Documents to which such Borrower is a party (including this Agreement) constitute the legal, valid, and binding obligations of such Borrower enforceable in accordance with their terms; (e) the execution and delivery of this Agreement by such Borrower do not contravene, result in a breach of, or constitute a default under, any deed of trust, deed to secure debt, mortgage, loan agreement, indenture, or other contract, agreement, or undertaking to which such Borrower is a party or by which such Borrower or any of such Borrower's properties may be bound or affected (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and do not violate or contravene any law, order, decree, rule, or regulation to which such Borrower is subject; (f) to the best of such Borrower's knowledge, there exists no uncured default under the Loan Documents; (g) there are no offsets, claims, or defenses to performance by such Borrower of such Borrower's obligations under the Loan Documents; (h) such Borrower is qualified to do business in the state where the Property is located and in each other state where the ownership of such Borrower's assets and the conduct of such Borrower's business requires; (i) as of the date of this Agreement, and after giving effect to this Agreement and the other Loan Documents and the obligations (absolute and contingent) evidenced by this Agreement and the other Loan Documents, such Borrower is not insolvent, as such term is used or defined in any applicable bankruptcy, fraudulent conveyance, fraudulent transfer, or similar law, and such Borrower has and will have assets which, fairly valued, exceed such Borrower's indebtedness, liabilities, and obligations; (j) such Borrower is not executing this Agreement with any intention to hinder, delay, or defraud any present or future creditor or creditors of such Borrower, is not engaged in any business or transaction (including, without limitation, the execution of this Agreement) which will leave such Borrower with unreasonably small capital or assets which are unreasonably small in relation to the business or transactions engaged in by such Borrower, such Borrower does not intend to engage in any such business or transaction, and such Borrower does not intend to incur, nor does such Borrower believe that such Borrower will incur, debts beyond such Borrower's ability to repay such debts as they mature; (k) the Loan was made for business purposes, and the proceeds of the Loan were not used for personal, family, or household purposes; (l) such Borrower is not a person or entity whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of

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Executive Order 13224 of September 23, 2001, "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism" (66 Fed. Reg. 49079, 2001), does not engage in any dealings or transactions prohibited by Section 2 of such Executive Order, or otherwise associate with any such person or entity in any manner violative of Section 2 of such Executive Order, is not on the list of Specially Designated Nationals and Blocked Persons or subject to limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order; and (m) the representations and warranties of the Borrowers contained in the Loan Documents are true, correct, and complete on the date hereof as if made on the date hereof. The Borrowers, jointly and severally, agree to indemnify, defend, and hold the Lender harmless from and against any loss, claim, damage, liability, or expense (including without limitation reasonable attorneys' fees actually incurred) incurred as a result of any representation or warranty made by the Borrowers herein or in any other Loan Document proving to be untrue in any material respect.

7. **Reporting.** The Borrowers shall furnish or cause to be furnished to the Lender the following (the "Reports"):

- (a) Annually, no later than 90 calendar days after the end of each calendar year, certified annual financial statements for the Borrowers including at least a balance sheet, income statement, and statement of cash flows;
- (b) within ten (10) days after the filing thereof, a copy of all federal, state, and local tax returns filed by each Borrower with all schedules, detail, and backup included in the filings, in each case certified as true and correct copies by the Borrowers;
- (c) A certified rent roll for the Property upon each change in the occupancy of the Property, and in any event no less than once each calendar year; and
- (d) from time to time, such additional financial statements and financial information as the Lender shall require.

All such financial statements shall include, among other things, a statement of profit and loss, disclosure of all contingent liabilities and changes in financial condition, together with such supporting schedules and documentation as the Lender shall require. All financial statements shall be certified by the Borrowers. If any Borrower shall fail to furnish any of the Reports, the Borrowers shall be deemed to be in default under the Loan Documents and the Lender shall be entitled at its option to exercise any and all of the rights and remedies granted pursuant to the Loan Documents or to which the Lender may otherwise be entitled, whether at law or in equity, including the right to assess the default rate of interest provided under the Note and this Agreement.

8. **Insurance.** The Borrowers shall obtain and maintain, at the Borrowers' sole expense, such casualty, property, liability, and other insurance as may from time to time be required by the Lender or under applicable law, including without limitation, if and to the extent any portion of the Property is in a special flood hazard area, a flood insurance policy in an amount equal to the lesser of the principal amount owing under the Note or the maximum

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amount available. All insurance policies shall be issued and maintained by insurers, in amounts, with deductibles, and in form satisfactory to the Lender, and if requested by the Lender shall contain a standard mortgage clause (without contribution) naming the Lender as mortgagee with loss proceeds payable to the Lender. The Lender shall have the right (but not the obligation) to make proof of loss for, settle and adjust any claim under, and receive the proceeds of, all insurance for loss of or damage to the Property or the other Collateral, and the expenses incurred by the Lender in the adjustment and collection of insurance proceeds shall be a part of the indebtedness secured by the Collateral and shall be due and payable to the Lender on demand. The Lender shall not, under any circumstances, be liable or responsible for failure to collect or exercise diligence in the collection of any such proceeds or for the obtaining, maintaining, or adequacy of any insurance or for failure to see to the proper application of any amount paid over to the Borrowers. The Borrowers agree that, if the Borrowers fail to obtain or maintain any insurance as required hereunder and under the other Loan Documents, the Lender or its servicer, in any Borrower's name or its own name, may, but shall not be obligated to, obtain and maintain or cause to be obtained and maintained such insurance, and any expenses so incurred by the Lender, together with interest thereon from the date incurred until paid at the default rate provided under the Note shall be a demand obligation owing by the Borrowers to the Lender (which obligation the Borrowers, jointly and severally, hereby promise to pay), and shall be a part of the indebtedness secured by the Collateral, including the Property. No such action by the Lender shall waive or cure any default or waive any right, remedy, or recourse of the Lender. The amount and nature of any expense incurred by the Lender hereunder and the time when paid shall be fully established by the certificate of the Lender or any of the Lender's or its servicer's officers or agents. Any such insurance obtained by or on behalf of the Lender may at the Lender's option insure only the interest of the Lender and **in such case such policies of insurance may not provide any coverage or benefit to the Borrowers.**

9. **Additional Documentation.** The Borrowers, upon request from the Lender, agree to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the Loan. The Borrowers authorize the Lender, directly or through its servicer CLMG Corp., to file such financing statements and amendments thereto as it deems necessary or appropriate to ensure that the Lender holds a perfected security interest in all of the Collateral, and the Borrowers hereby ratify and confirm any financing statements filed by or on behalf of the Lender or its predecessors prior to the date hereof. At the request of the Lender at its option and in its sole discretion, the Borrowers agree to execute and record a memorandum of modification of the Mortgage and the Assignment of Rents in lieu of recording this Agreement.

10. **Default/No Waiver.** If any Borrower shall fail to keep or perform any of the covenants or agreements contained herein or in any of the other Loan Documents or if any statement, representation, or warranty contained herein or in any of the other Loan Documents is false, misleading, or erroneous in any material respect, or if a default or an event of default (however defined or described) shall occur under any Loan Document, the Borrowers shall be deemed to be in default under the Loan Documents and the Lender shall be entitled at its option to exercise any and all of the rights and remedies granted pursuant to the Loan Documents or to which the Lender may otherwise be entitled, whether at law or in equity. No failure or delay (on

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one or more occasions) by the Lender in exercising any right, power, privilege, or remedy available to it under the Loan Documents, at law, or in equity, shall constitute a waiver of such right, power, privilege, or remedy, and the Lender expressly reserves all such rights, powers, privileges, and remedies.

11. **Recitals; Ratification of Loan Documents.** The Borrowers acknowledge and agree that the Recitals to this Agreement are true and correct, are incorporated into this Agreement, and constitute a part of this Agreement. Except as specifically provided herein, the terms and provisions of the Loan Documents shall remain unchanged and shall remain in full force and effect; provided, however, that the parties acknowledge that the Borrowers are not required to occupy the Property as their principal residence notwithstanding the provisions of Section 6 of the Mortgage. The Loan Documents, as modified and amended hereby, are hereby renewed, extended, reinstated, ratified, continued, and confirmed in all respects. All liens, security interests, mortgages, and assignments granted or created by or existing under the Loan Documents continue, unabated, in full force and effect, to secure the Borrowers' obligations under the Loan Documents, including, without limitation, the Borrowers' obligation to repay the Loan and the Note. All references in any of the Loan Documents to the Loan Documents shall hereafter refer to the Loan Documents as amended hereby.

12. **Certain Waivers.** The Borrowers and each surety, endorser, guarantor, or other party ever liable for payment of the amounts payable under the Note or the other Loan Documents hereby expressly and jointly and severally waive notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, including without limitation any notice of intent to accelerate or notice of acceleration provided for under Section 22 of the Mortgage, protest, notice of protest and non-payment, and other formalities of any kind, all defenses based on suretyship or impairment of collateral, and any right of reinstatement, including without limitation any right of reinstatement under Sections 11, 19, or 22 of the Mortgage. In no event will the Lender be liable for any lost profits or for any incidental, special, consequential, or punitive damages, whether or not the Lender knew of the possibility or likelihood of such damages. The parties acknowledge that RESPA (as defined in the Mortgage) does not apply to the Loan.

13. **Conditions Precedent.** Except for Paragraph 4 above and the release contained in Paragraph 14 below, which shall be effective upon execution of this Agreement, this Agreement shall not become effective until the satisfaction of the following conditions:

(a) **Payment of Interest, Fees, Costs, and Expenses.** On or before the execution and delivery hereof, the Borrowers shall pay, or cause to be paid, in immediately-available funds, (i) the difference, if any, between the payments due hereunder and the actual payments made by the Borrowers for the period beginning March 1, 2018, and ending on the date of execution hereof; and (ii) all fees, costs, and expenses owing by the Borrowers to the Lender, including the fees and expenses incident to the preparation hereof and the consummation of the transactions specified herein which are estimated to be \$1,250.00, and any title insurance policy or endorsement charges, recording fees, and fees and expenses of legal counsel to the Lender;

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(b) **Title Policy.** To the extent requested by the Lender, the Lender shall have received an endorsement to the mortgagee's policy of title insurance held by the Lender, naming the Lender as the insured and providing that the insurance provided under the policy is not affected by this Agreement, and otherwise in form and substance acceptable to the Lender, with the premiums to be paid by the Borrowers;

(c) **Evidence of Insurance.** The Borrowers shall have delivered to the Lender certificates or policies of insurance, in the types and amounts required by the Loan Documents, with the Lender named as additional insured and loss payee, insuring all of the Collateral, including the Property, and the operations of the Borrowers, all in form and substance satisfactory to the Lender;

(d) **UCC Filings.** The Borrowers shall have executed such financing statements and amendments thereto as the Lender may have requested to evidence and perfect the liens and security interests of the Lender in the Collateral;

(e) **Lien Searches.** The Lender shall have received lien searches in such jurisdictions and with such authorities as it requires, showing the liens and security interests of the Lender in all of the Collateral, including the Property, to be of first priority, subject to no equal or prior liens;

(f) **List of Collateral.** The Lender shall have received a current list of the Collateral, including the Borrowers' furniture, fixtures, and equipment;

(g) **Documentary Taxes, Etc.** The Borrowers shall have paid or caused to be paid any and all documentary taxes, stamp taxes, intangibles taxes, and all other fees, impositions, or charges required in connection with this Agreement and the amendments to the Loan Documents contained herein;

(h) **Tax Certificates.** The Lender shall have received tax certificates or other evidence satisfactory to it that all real and personal property taxes assessed against the Collateral, including the Property, have been paid or are not yet due and payable; and

(i) **Other Matters.** The Lender shall have received such other documents and information as it deems reasonably necessary or appropriate in connection with the terms of this Agreement.

14. **RELEASE.** AS A MATERIAL INDUCEMENT TO THE LENDER TO ENTER INTO THIS AGREEMENT, THE BORROWERS, FOR THEMSELVES AND FOR THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS, HEREBY IRREVOCABLY AND UNCONDITIONALLY AND JOINTLY AND SEVERALLY RELEASE, REMISE, ACQUIT, AND FOREVER DISCHARGE THE FDIC (BOTH IN ITS CORPORATE CAPACITY AND AS RECEIVER FOR THE PRIOR LENDER), THE PRIOR LENDER, AND THE LENDER, TOGETHER WITH THEIR RESPECTIVE AGENTS, REPRESENTATIVES, CONSULTANTS, ATTORNEYS, FIDUCIARIES, SERVANTS, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, PREDECESSORS, SUCCESSORS, AND ASSIGNS, PAST

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AND PRESENT EMPLOYEES, SUBSIDIARY CORPORATIONS, PARENT CORPORATIONS, AFFILIATES, AND RELATED CORPORATE DIVISIONS (ALL OF THE FOREGOING HEREINAFTER CALLED THE "RELEASED PARTIES"), FROM ANY AND ALL ACTIONS AND CAUSES OF ACTION, JUDGMENTS, EXECUTIONS, RIGHTS, SUITS, DEBTS, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, AND EXPENSES OF ANY AND EVERY CHARACTER, KNOWN OR UNKNOWN, DIRECT AND/OR INDIRECT, AT LAW OR IN EQUITY, OF WHATSOEVER KIND OR NATURE, WHETHER HERETOFORE OR HEREAFTER ACCRUING, INCLUDING, WITHOUT LIMITATION, ANY THEREOF RELATING TO THE LOAN, AND IRREVOCABLY AND UNCONDITIONALLY, JOINTLY AND SEVERALLY, WAIVE AND RELEASE ANY DEFENSE, RIGHT OF COUNTERCLAIM, RIGHT OF SET-OFF, OR DEDUCTION TO THE PAYMENT OF THE INDEBTEDNESS EVIDENCED BY THE NOTE AND THE OTHER LOAN DOCUMENTS WHICH ANY BORROWER NOW HAS OR MAY CLAIM TO HAVE AGAINST ANY OF THE RELEASED PARTIES, FOR OR BECAUSE OF ANY MATTER OR THING DONE, OMITTED, OR SUFFERED TO BE DONE BY ANY OF THE RELEASED PARTIES PRIOR TO AND INCLUDING THE DATE OF EXECUTION HEREOF, INCLUDING SPECIFICALLY BUT NOT LIMITED TO CLAIMS OF USURY. IT IS UNDERSTOOD AND AGREED THAT THIS PARAGRAPH 14 SHALL NOT BE DEEMED OR CONSTRUED AS AN ADMISSION BY THE LENDER OR BY ANY OTHER RELEASED PARTY OF LIABILITY OF ANY NATURE WHATSOEVER ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS PARAGRAPH 14. THE PROVISIONS OF THIS PARAGRAPH 14 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR THE LOAN DOCUMENTS OR ANY OF THEM FOR ANY REASON.

The Borrowers agree that the releases contained in this Paragraph 14 above extend to claims both known and unknown, and hereby voluntarily and knowingly release and relinquish their respective rights under any state or federal law relating to the release of unknown claims.

15. **Notices.** All notices or other communications required or permitted to be given under any Loan Document shall be in writing and may be personally served, sent by facsimile, or sent by courier service or first class prepaid mail (airmail if to an address in a foreign country from the party writing) and shall be deemed to have been given when delivered in person or by courier service, upon confirmed transmission of a facsimile, or on the third Business Day after deposit in the mail (certified or registered, return receipt requested, with postage prepaid and properly addressed). Notices or other communications to the Lender shall not be effective until received by the Lender. The notice addresses of the Borrowers shall be as specified below their signatures to this Agreement. Any notices which any Borrower is required or permitted to give to the Lender under any Loan Document shall be sent to the Lender c/o CLMG Corp., 7195 Dallas Parkway, Plano, Texas 75024, or at such other place as the Lender may designate in writing. As used herein, "Business Day" means a day on which the Lender is open for the normal conduct of its business at its offices in Plano, Texas.

16. **Consent to Forum/Jurisdiction; Governing Law.** **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY OF THE LOAN DOCUMENTS, THE BORROWERS HEREBY IRREVOCABLY SUBMIT TO THE**

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NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN COLLIN COUNTY, TEXAS (OR ANY COURT OF COMPETENT JURISDICTION WHERE ANY PORTION OF THE PROPERTY IS LOCATED), OVER ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS (INCLUDING THIS AGREEMENT), AND THE BORROWERS HEREBY AGREE AND CONSENT THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY STATE OR FEDERAL COURT SITTING IN COLLIN COUNTY, TEXAS (OR SUCH COURT OF COMPETENT JURISDICTION WHERE ANY PORTION OF THE PROPERTY IS LOCATED), MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO THE BORROWERS AT THEIR ADDRESSES FOR THE GIVING OF NOTICES PROVIDED HEREIN. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (EXCEPT TO THE EXTENT THAT THE LAWS OF THE STATE OF ILLINOIS GOVERN THE CREATION AND ENFORCEMENT OF THE LIENS CREATED AND EVIDENCED BY THE MORTGAGE AND THE ASSIGNMENT OF RENTS AND THE PERFECTION, EFFECT OF PERFECTION OR NON-PERFECTION, AND PRIORITY OF SECURITY INTERESTS IN THE COLLATERAL) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. NOTWITHSTANDING THE PROVISIONS OF SECTION 20 OF THE MORTGAGE, THE LENDER SHALL NOT BE REQUIRED TO GIVE ANY NOTICE OF BREACH AND OPPORTUNITY TO CURE PRIOR TO INITIATING LITIGATION TO ENFORCE THE LOAN DOCUMENTS, EXCEPT TO THE EXTENT SPECIFICALLY REQUIRED BY THE NOTE OR BY APPLICABLE LAW.

17. **Integration.** This Agreement supersedes and merges all prior and contemporaneous promises, representations, and agreements with respect to the extension and modification of the terms of the Loan set forth herein. No modification of this Agreement or any waiver of rights hereunder shall be effective unless made by supplemental agreement, in writing, executed by the parties intended to be bound thereby. The Lender and the Borrowers further agree that this Agreement may not in any way be explained or supplemented by a prior, existing, or future course of dealing between the parties or by any prior, existing, or future performance between the parties pursuant to this Agreement or otherwise.

18. **No Reliance.** Neither the Lender nor any other person or entity has made any representation, warranty, or statement to, or promise, covenant, or agreement with, any Borrower in order to induce the Borrowers to enter into this Agreement other than the express written agreements of the Lender contained herein. No Borrower has relied on any representation, warranty, covenant, or agreement by or from the Lender or any other person or entity in entering into this Agreement, except to the extent that the same may be expressly set forth in this Agreement.

19. **Severability.** If any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such

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covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained.

20. **Time is of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement.

21. **Construction.** The parties hereto stipulate and agree that the rule of construction to the effect that any ambiguities are to be, or may be, resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor either party against the other.

22. **Limitation on Interest.** Regardless of any provision contained herein, or in any other Loan Document, the Lender shall never be entitled to contract for, charge, receive, take, collect, reserve, or apply, as interest on the Loan, any amount in excess of the amount of interest calculated at the maximum rate of interest from time to time permitted under state or federal law applicable to the indebtedness evidenced by the Note and the other Loan Documents, after taking into account any amount, fee, or charge which is characterized as interest under applicable law (the "Maximum Lawful Rate"), and in the event the Lender ever contracts for, charges, receives, takes, collects, reserves, or applies, as interest, any such excess, such amount which would be deemed excessive interest shall be deemed a partial prepayment of principal on the Loan and treated hereunder as such; and, if the Loan is paid in full, any remaining excess shall promptly be paid to the Borrowers. In determining whether the interest paid or payable, under any specific contingency, exceeds the amount of interest calculated at the Maximum Lawful Rate, the Borrowers and the Lender shall, to the maximum extent permitted under applicable law, (a) characterize any nonprincipal payment as an expense, fee, or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread, as appropriate to reflect variations in the Maximum Lawful Rate, the total amount of interest throughout the entire contemplated term of the Loan, so that the interest rate does not exceed the Maximum Lawful Rate throughout the entire term of the Loan; provided that, if the unpaid principal balance of the Loan is paid and performed in full prior to the end of the full contemplated term thereof, and if the interest received for the actual period of existence thereof exceeds the amount of interest calculated at the Maximum Lawful Rate, the Lender shall refund to the Borrowers the amount of such excess and, in such event, the Lender shall not be subject to any penalties provided by any laws for contracting for, charging, receiving, taking, collecting, reserving, or applying interest in excess of the Maximum Lawful Rate. Upon the tender by the Lender or any holder of the Note to the Borrowers of any excess amount, the Borrowers will be deemed to have accepted such excess in full satisfaction of any claim (including, without limitation, a claim of usury) arising out of such excess being contracted for, charged, received, taken, collected, reserved, or applied.

23. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

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24. **Successors and Assigns.** The terms and provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, except that the Borrowers may not assign any of their rights or obligations under this Agreement or the other Loan Documents without the prior written consent of the Lender, and any attempted assignment without such consent shall be void ab initio.

25. **WAIVER OF TRIAL BY JURY.** THE BORROWERS AND THE LENDER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY WAIVE TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT, THE NOTE, OR ANY OF THE OTHER LOAN DOCUMENTS, WHICH WAIVER IS INFORMED AND VOLUNTARY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BORROWERS HEREBY WAIVE ANY AND ALL RIGHTS TO REQUIRE MARSHALING OF ASSETS BY THE LENDER, WITH RESPECT TO THEIR RESPECTIVE RIGHTS UNDER THE LOAN DOCUMENTS OR OTHERWISE.

26. **NOTICE OF FINAL AGREEMENT.** THIS AGREEMENT AND THE OTHER DOCUMENTS ENTERED INTO IN REGARD TO THE LOAN REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates shown in the acknowledgments below to be effective as of the Effective Date.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES FOLLOW**

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SIGNATURE PAGE OF BORROWERS TO SECOND MODIFICATION AGREEMENT (Martinez)



RAUL MARTINEZ

Address for notice purposes:

4558 S TALMAN
CHICAGO IL 60632

Attention: _____

Telephone: 312-671-5690


Facsimile: _____

STATE OF Wisconsin §

COUNTY OF Walworth §

The foregoing instrument was acknowledged before me this 16th day of April, 2018, by Raul Martinez.

[SEAL] **JUDITH A LENZ**
NOTARY PUBLIC
STATE OF WISCONSIN



Notary Public, State of WI

Judith A. Lenz

[Printed Name]

My Commission expires:

6-13-2020

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SIGNATURE PAGE OF BORROWERS TO SECOND MODIFICATION AGREEMENT

(Martinez)
(Continued)

Rosalba Martinez

ROSALBA MARTINEZ

Address for notice purposes:

4558 S. TALMAN
CHICAGO, IL 60632

Attention: _____

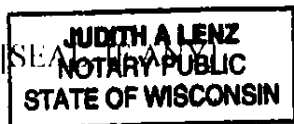
Telephone: 773-459-3464

Facsimile: _____

STATE OF WISCONSIN §

COUNTY OF Walworth §

The foregoing instrument was acknowledged before me this 16th day of April, 2018, by Rosalba Martinez.



Judith A. Lenz

Notary Public, State of WI

Judith A. Lenz

[Printed Name]

My Commission expires:

6-13-2020

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SIGNATURE PAGE OF LENDER TO SECOND MODIFICATION AGREEMENT (Martinez)

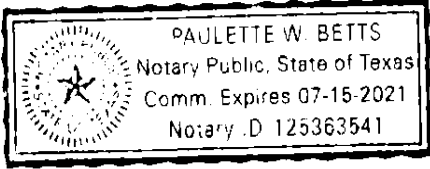
LNV CORPORATION, a Nevada corporation

By: _____
Name: Douglas Kroiss
Title: Authorized Signatory

a

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on April 18, 2018, by Douglas Kroiss, Authorized Signatory of LNV Corporation, a Nevada corporation, on behalf of said corporation.



Paulette W. Betts
Notary Public, State of Texas
Paulette W. Betts
[Printed Name]

My Commission expires:
July 15, 2021

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Exhibit A
to
Second Modification Agreement
(Martinez)

The Property

LOT 25 IN HYMAN AND PETERS SUBDIVISION OF BLOCK 53 IN SECITON 19, TOWNSHIP 39 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-19-313-024-0000