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Doc#: 1835310078 Fee: \$64.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 12/19/2018 11:14 AM Pg: 1 of 9

THIS INSTRUMENT PREPARED BY:
Christyl Marsh
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

AND AFTER RECORDING MAIL TO:
Brenda Queen
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, Illinois 60018

SECOND MODIFICATION AGREEMENT

This Second Modification Agreement (this "Agreement") is entered into as of the 7th day of December, 2018 between 434 W. Ontario, LLC, an Illinois limited liability company (herein called the "Mortgagor"), whose address is 605 E. Algonquin Road, Suite 300, Arlington Heights, Illinois 60005, and MB Financial Bank, N.A., a national banking association, successor by merger to Cole Taylor Bank (herein together with its successors and assigns, including each and every from time to time holder of the Notes hereinafter referred to, called the "Mortgagee"), whose address is 6111 N. River Road, Rosemont, Illinois 60018.

WHEREAS, Mortgagee extended to Mortgagor a mortgage loan in the original principal sum of \$2,100,000.00 (as modified, restated or replaced from time to time, the "Loan"); and

WHEREAS, Mortgagee also extended the following loans (the "Original Loans") to the following affiliates of Mortgagor (collectively, the "Affiliated Borrowers" and singularly, an "Affiliated Borrower"): (1) mortgage loans in the respective principal sums of \$1,320,000.00 and \$1,920,000.00 to AmeriCorp Properties Group, L.L.C., an Illinois limited liability company; (2) a \$1,010,000.00 mortgage loan to 805 McHenry, LLC, an Illinois limited liability company, (3) a \$180,000.00 mortgage loan to 5404 – F Elm Street, LLC, an Illinois limited liability company, (4) a \$720,000.00 mortgage loan to 1057 N. Northwest Highway, LLC, an Illinois limited liability company, and (5) a \$360,000.00 mortgage loan to Elgin Capital Street, LLC, an Illinois limited liability company ("Elgin Capital"); and

WHEREAS, to secure payment of all of the above-described loans, and all extensions, renewals, amendments, refinancings, modifications, consolidations and conversions thereof or thereto, Mortgagor executed a certain Mortgage, Security Agreement, Assignment of Rents and UCC Fixture Filing dated as of December 17, 2008 (as modified from time to time, the "Mortgage"), mortgaging, granting and conveying to Mortgagee the Premises as defined in the Mortgage, including the Real Estate described in **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, the Mortgage was recorded on December 24, 2008, in the Office of the Recorder of Cook County, Illinois (the "Recorder's Office") as Document No. 0835933058; and

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WHEREAS, the Loan was previously modified pursuant to that certain first modification agreement dated as of December 29, 2013, made by and between Mortgagor and Mortgagee, recorded on February 11, 2014 in the Recorder's Office as Document No. 1404208048; and

WHEREAS, Mortgagee has been asked to (1) extend the maturity date of the Loan to December 29, 2023, (2) enter into an interest rate swap agreement for a portion or the full amount of the Loan, (3) renew all of the foregoing loans, and (4) waive the 2017 a violation of the debt service coverage; and

WHEREAS, Mortgagee has consented to such loan requests, provided, among other conditions, that Mortgagor agrees to modify and amend the Mortgage to secure such renewed, loans.

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, Mortgagor and Mortgagee hereby agree that the Mortgage shall be and is hereby modified and amended as follows:

1. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Mortgage.

2. All "WHEREAS" clauses in the Mortgage are hereby amended in their entirety to read as follows to update the description of the loans secured by the Mortgage and currently being renewed (and the Mortgage is hereby modified to secure all of the following loans):

"WHEREAS, the Mortgagor has executed and delivered to the Mortgagee a Renewal Mortgage Note dated December 7, 2018, payable to the order of Mortgagee, in the principal sum of One Million Sixty-Four Thousand Six Hundred Thirty-Two and 01/100 Dollars (\$1,064,632.01) (as modified, restated or replaced from time to time, herein called the "Mortgage Note"), evidencing a \$1,064,632.01 renewal mortgage loan made by Mortgagee to Mortgagor, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the Mortgage Note), the terms and provisions of which Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, AMERICORP PROPERTIES GROUP, L.L.C., an Illinois limited liability company ("AmeriCorp") has executed and delivered to the Mortgagee the following renewal promissory notes (as modified, restated or replaced from time to time, collectively, the "AmeriCorp Notes" and singularly, an "AmeriCorp Note"): (i) a Renewal Mortgage Note dated December 7, 2018, payable to the order of Mortgagee, in the principal sum of Six Hundred Three Thousand Six Hundred Fifty-Five and 49/100 Dollars (\$603,655.49) (herein called the "First AmeriCorp Mortgage Note"), evidencing a \$603,655.49 renewal mortgage loan made by Mortgagee to AmeriCorp, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and

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bearing interest at the applicable floating interest rate set forth in the First AmeriCorp Mortgage Note), the terms and provisions of which First AmeriCorp Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and (ii) a Renewal Mortgage Note dated December 7, 2018, payable to the order of Mortgagee, in the principal sum of Six Hundred Sixty-Nine Thousand One Hundred Ninety-Six and 96/100 Dollars (\$669,196.96) (herein called the "Second AmeriCorp Mortgage Note"), evidencing a \$669,196.96 renewal mortgage loan made by Mortgagee to AmeriCorp, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the Second AmeriCorp Mortgage Note), the terms and provisions of which Second AmeriCorp Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, 805 MCHENRY, LLC, an Illinois limited liability company ("805 McHenry") has executed and delivered to the Mortgagee a Renewal Mortgage Note dated December 7, 2018, payable to the order of Mortgagee, in the principal sum of Five Hundred Twelve Thousand Thirty-Seven and 64/100 Dollars (\$512,037.64) (as modified, restated or replaced from time to time, herein called the "805 McHenry Mortgage Note"), evidencing a \$512,037.64 renewal mortgage loan made by Mortgagee to 805 McHenry, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the 805 McHenry Mortgage Note), the terms and provisions of which 805 McHenry Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, 1057 N. NORTHWEST HIGHWAY, LLC, an Illinois limited liability company ("1057 Northwest") has executed and delivered to the Mortgagee a Renewal Mortgage Note dated December 7, 2018, payable to the order of Mortgagee, in the principal sum of Three Hundred Sixty-Five Thousand Sixteen and 47/100 Dollars (\$365,016.47) (as modified, restated or replaced from time to time, herein called the "1057 Northwest Mortgage Note"), evidencing a \$365,016.47, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the 1057 Northwest Mortgage Note), the terms and provisions of which 1057 Northwest Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, 5404 – F ELM STREET, LLC, an Illinois limited liability company ("5404 F Elm") has executed and delivered to the Mortgagee a Renewal Mortgage Note dated December 7, 2018, payable to the order of Mortgagee, in the principal sum of Ninety-One Thousand Two Hundred Fifty-Three and 97/100 Dollars (\$91,253.97) (as modified, restated or replaced from time to time, herein called the "5404 F Elm Mortgage Note"), evidencing a \$91,253.97 renewal mortgage loan made by Mortgagee to 5404 F Elm, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and

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bearing interest at the applicable floating interest rate set forth in the 5404 F Elm Mortgage Note), the terms and provisions of which 5404 F Elm Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, ELGIN CAPITAL STREET, LLC, an Illinois limited liability company (“Elgin Capital”) has executed and delivered to the Mortgagee a Mortgage Note dated December 7, 2018, payable to the order of Mortgagee, in the principal sum of Two Hundred Seventy-Four Thousand Five Hundred and 00/00 Dollars (\$274,500.00) (as modified, restated or replaced from time to time, herein called the “Elgin Capital Mortgage Note”), evidencing a \$274,500.00 mortgage loan made by Mortgagee to Elgin Capital, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the Elgin Capital Mortgage Note), the terms and provisions of which Elgin Capital Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, the Mortgage Note, the AmeriCorp Notes, the 805 McHenry Mortgage Note, the 5404 F Elm Mortgage Note, the 1057 Northwest Mortgage Note and the Elgin Capital Mortgage Note shall collectively hereinafter be called the “Notes” and individually a “Note”; and

WHEREAS, AmeriCorp, 805 McHenry, 5404 F Elm, 1057 Northwest and Elgin Capital shall hereafter collectively be called the “Affiliated Borrowers” and singularly, an “Affiliated Borrower”; and

WHEREAS, in connection with one or more of the Notes, Mortgagor and/or the Affiliated Borrowers have previously entered into, or may now or in the future enter into, one or more ISDA Master Agreements or other interest rate, currency or commodity swap agreements, cap agreements, hedging agreements or collar agreements with Mortgagee or its affiliates from time to time (collectively, “Interest Rate Agreements”);

WHEREAS, the indebtedness evidenced by the Notes, including the principal thereof and interest and premium, if any, thereon, and any extensions, refinancings, amendments, renewals, modifications, consolidations and conversions thereof, in whole or in part, any and all other sums which may be at any time due or owing or required to be paid as provided in this Mortgage, the Notes, the Interest Rate Agreements and in any of the other Loan Documents (as hereinafter defined) and the Related Debt (as hereinafter defined), are herein collectively called the “Indebtedness Hereby Secured”.”

3. The following sentence is hereby added as the last sentence in Section 20: “Notwithstanding anything contained in this Section 20 or any other provision of this Mortgage to the contrary, transactions evidenced by Interest Rate Agreements shall be terminated or accelerated only in the manner described in such Interest Rate Agreements.”.

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4. Hereafter, the reference in the Mortgage, as amended hereby, and hereinbelow, to the term "Notes" shall hereafter collectively mean the Notes (as defined in Section 2 above) and all extensions, renewals, refinancings, modifications, restatements, replacements, consolidations and conversions of the foregoing described promissory notes. THIS MODIFICATION SHALL SERVE AS PUBLIC NOTICE TO ALL CREDITORS AND OTHER PERSONS THAT THE NOTES MAY BE EXTENDED, RENEWED, REFINANCED, MODIFIED, RESTATED, REPLACED, CONSOLIDATED OR CONVERTED, IN WHOLE OR IN PART, FROM TIME TO TIME HEREAFTER, AND THAT IT IS THE EXPRESS INTENTION OF THE MORTGAGOR AND MORTGAGEE THAT THE MORTGAGE SHALL AUTOMATICALLY SECURE PAYMENT OF ALL SUCH EXTENSIONS, RENEWALS, REFINANCINGS, MODIFICATIONS, RESTATMENTS, REPLACEMENTS, CONSOLIDATIONS AND CONVERSIONS WITHOUT THE NECESSITY OF RECORDING ANY SUBSEQUENT MODIFICATION OF THIS MORTGAGE.

5. Each reference in the Mortgage to the name and address of the Mortgagee and the Secured Party shall hereafter mean MB Financial Bank, N.A., 6111 N. River Road, Rosemont, Illinois 60018.

6. Mortgagor acknowledges that covenant to maintain, as of December 31, 2017, the required minimum annual Debt Service Coverage Ratio (as such term is defined in the Mortgage) was not satisfied (the "2017 DSC Violation"). Mortgagee has agreed to waive the 2017 DSC Violation. This one-time waiver by Mortgagee shall not be construed as a waiver of the right to exercise its remedies upon any future violations of the Debt Service Coverage Ratio covenant.

7. Mortgagor acknowledges and agrees that the Mortgage is and as amended hereby shall remain in full force and effect, and that the Premises are and shall remain subject to the liens granted and provided for by the Mortgage, as amended hereby, for the benefit and security of all obligations and indebtedness described therein, including, without limitation, the loans evidenced by the Notes and all other Indebtedness Hereby Secured (as defined in the Mortgage and amended hereinabove).

8. Nothing contained in this Agreement shall in any manner impair the Mortgage, as amended hereby, or the first lien created by the Mortgage, or any other loan documents executed in connection with the loans evidenced by the Notes, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect or impair any rights, powers, or remedies of Mortgagee under any of the foregoing documents.

9. Mortgagor hereby represents, covenants and warrants to Mortgagee as follows: (a) the representations and warranties in the Mortgage and the other Loan Document are true and correct as of the date hereof, (b) except for the 2017 DSC Violation described in paragraph 6 above, there is currently no event of default under the Mortgage Note (as defined in paragraph 2 above), the Mortgage or the other Loan Documents and Mortgagor 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 Mortgage Note, the Mortgage or the other Loan Documents, (c) the Mortgage and other Loan Documents are in full force and effect and, following the execution and

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delivery of this Agreement, they continue to be the legal, valid and binding obligations of Mortgagor 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 Mortgagor or any other party, if any, whose financial statement has been delivered to Mortgagee in connection with the Notes (as defined in paragraph 2 above) from the date of the most recent financial statement received by Mortgagee, (e) as of the date hereof, Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Mortgage Note or the Loan Documents as modified herein, (f) Mortgagor is validly existing and in good standing under the laws of the State of Illinois and has the requisite power and authority to execute and deliver the Mortgage Note, this Agreement and such other documents required by Mortgagee, and to perform the Mortgage as modified herein. The execution and delivery of the Mortgage Note, this Agreement and the other loan documents required by Mortgagee, and the performance of the Mortgage as modified herein have been duly authorized by all requisite action by or on behalf of Mortgagor. The Mortgage Note, this Agreement and such other loan documents required by Mortgagee have been duly executed and delivered on behalf of Mortgagor.

10. Mortgagor hereby irrevocably waives and releases any and all claims, demands, actions, causes of action, suits and defenses which Mortgagor has (or may claim to have) against Mortgagee as of the date this Agreement is executed for or by reason of any claim, demand, action, cause of action, suit or defense whatsoever which relates to the Mortgage Note, this Agreement, the Mortgage and any other Loan Documents, any discussion between Mortgagor and the Mortgagee, or any acts, actions or omissions of the Mortgagee occurring on or before the date this Agreement is executed. The foregoing release is intended to be, and is, a full and complete and general release in favor of the Mortgagee with respect to all claims, demands, actions, causes of action, suits and defenses arising on or before the date this Agreement is executed which might result in liability upon Mortgagee.

11. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto. This Agreement shall extend to and be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee and its successors and assigns. This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts, of the State of Illinois. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

12. Except as specifically amended and modified hereby, all of the terms and conditions of the Mortgage shall stand and remain unchanged and in full force and effect.

13. Mortgagor shall reimburse Mortgagee for all of its out-of-pocket costs incurred in connection with the aforesaid loans evidenced by the Notes, including, without limitation, all legal fees, title insurance premiums, recording fees and search fees.

[Signature Page Follows]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Agreement as of the day and year first above written.

MORTGAGOR:

434 W. Ontario, LLC, an Illinois limited liability company

By: *Robert G. Brunetti*
Name: Robert G. Brunetti
Title: Manager

MORTGAGEE:

MB Financial Bank, N.A., a national banking association, successor by merger to Cole Taylor Bank

By: *Melissa Blewett*
Name: *Melissa Blewett*
Title: *Senior Vice President*

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ACKNOWLEDGMENT OF SIGNATURE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Robert G. Brunetti, the Manager of **434 W. Ontario, LLC**, an Illinois limited liability company, known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13 day of Dec, 2018.



Gail P. Albano
Notary Public

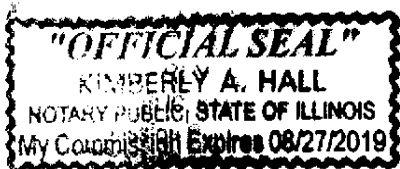
My Commission Expires: 10/28/19

ACKNOWLEDGMENT OF SIGNATURE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Melissa Plewes, an SA of **MB Financial Bank, N.A.**, known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, as his own and free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of December, 2018.



Kimberly A. Hall
Notary Public

My Commission Expires: _____

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EXHIBIT A

Legal Description

PIN: 17-09-127-019-0000

Address: 434 W. Ontario, Chicago, Illinois 60610

THE WEST 49.37 FEET OF LOTS 21 AND 22, TAKEN AS A TRACT, IN YOUNGS SUBDIVISION OF PART OF THE KINGSBURY TRACT IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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