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Doc#: 1906718018 Fee: \$62.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 03/08/2019 09:54 AM Pg: 1 of 8

This instrument prepared by and after recording should be returned to:

Thompson Coburn LLP
55 East Monroe Street, 37th Floor
Chicago, Illinois 60603
Attention: Anita B. Mauro, Esq.

PINs: 10-07-311-037
10-07-311-038

Common Address: 242 Waukegan Road
Glenview, Illinois 60025

FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (this "First Amendment"), made and entered into on February 26, 2019, is by and between Gianaris Real Estate Corporation, an Illinois corporation ("Beneficiary"), and Chicago Title Land Trust Company, as Successor Trustee to North Star Trust Company, under Trust Agreement dated January 16, 1997 and known as Trust Number 97000 ("Land Trust"; Beneficiary, together with the Land Trust are collectively, the "Mortgagor"), and Byline Bank ("Lender"), and pertains to the real estate described in Exhibit "A", attached hereto and made a part hereof (the "Premises").

WITNESSETH:

WHEREAS, Lender has provided and may hereafter provide certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Beneficiary, 1733 E Oakton LLC, an Illinois limited liability company ("1733 LLC") (Beneficiary and 1733 LLC are each individually an "Original Borrower" and collectively, the "Original Borrowers"), and Kaloco Oil Company, an Illinois corporation ("Kaloco Oil"; and together with Original Borrowers, each a "Borrower" and collectively the "Borrowers"), pursuant to: (i) that certain Amended and Restated Loan and Security Agreement of even date herewith by and among Borrowers and Lender (as may be amended or restated from time to time, collectively, the "Loan Agreement"), (ii) that certain Term Note A of even date herewith executed and delivered Original Borrowers to Lender in the principal amount of Eight Hundred Twenty-Seven Thousand Nine Hundred Fifteen and 07/100 Dollars (\$827,915.07) (as amended, renewed or restated from time to time, "Term Note A"), (iii) that certain Term Note B of even date herewith executed and delivered by Original Borrowers to Lender in the principal amount of One Million Two Hundred Twenty-Eight Thousand Three Hundred Seventy-Five and 64/100 Dollars (\$1,228,375.64) (as amended, renewed or restated from time to time, "Term Note B"), (iv) that certain Term Note C of even date herewith executed and delivered by Original Borrowers to Lender in the principal amount of One Million Three Hundred Seventeen Thousand Two Hundred Twenty-Eight and 40/100 Dollars (\$1,317,228.40) (as amended, renewed or restated from time to time, "Term Note C"), (v) that certain Revolving Note A of even date herewith executed and delivered by Original Borrowers

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to Lender in a maximum aggregate principal amount not to exceed Fifty Thousand and no/100 Dollars (\$50,000.00) (as amended, renewed or restated from time to time, "Revolving Note A"), (vi) that certain Revolving Note B of even date herewith executed and delivered by Kaloco Oil to Lender in a maximum aggregate principal amount not to exceed Five Hundred Thousand and no/100 Dollars (\$500,000.00) (as amended, renewed or restated from time to time, "Revolving Note B") (Term Note A, Term Note B, Term Note C, Revolving Note A and Revolving Note B are each a "Note" and collectively the "Notes"), (vii) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of June 21, 2018, executed and delivered by Mortgagor to Lender, and recorded with the Cook County Recorder of Deeds on June 29, 2018, as file number 1818047008, encumbering the Premises, and (viii) the other agreements, documents and instruments referenced in the foregoing or executed and delivered pursuant thereto or in connection therewith;

WHEREAS, contemporaneously herewith, Lender is providing certain loans, extensions of credit and other financial accommodations (the "Additional Financial Accommodations") to Borrowers pursuant to: (i) the Loan Agreement, and (ii) the other agreements, documents and instruments executed and delivered in connection with the foregoing. Capitalized terms used but not otherwise defined herein are used herein as defined in the Loan Agreement;

WHEREAS, Lender is willing to provide the Additional Financial Accommodations, provided, among other things, Mortgagor executes and delivers this First Amendment to Lender; and

WHEREAS, Mortgagor acknowledges and agrees that (a) Mortgagor is benefited by the Additional Financial Accommodations provided by Lender to Borrowers, (b) Mortgagor's execution and delivery of this First Amendment is a material inducement to Lender providing the Additional Financial Accommodations to Borrowers, and (c) without this First Amendment, Lender would not have provided the Additional Financial Accommodations to Borrowers.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender hereby agree as set forth in this First Amendment.

1. **Definitions/Recitals**. Except as expressly set forth in this First Amendment, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage, as amended hereby. The recitals set forth above are hereby restated in their entirety and made a part of this First Amendment and the defined terms set forth in the recitals are hereby incorporated into the Mortgage.

2. **Amendment to Mortgage**. Effective as of the date of this First Amendment, Section 18 of the Mortgage is hereby amended by deleting Section 18 in its entirety and substituting therefore the following:

"18. This Mortgage shall secure not only presently existing indebtedness, but also future advances, whether such advances are obligatory, to be made at the option of Lender, or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The lien of this Mortgage shall be valid as to all

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indebtedness secured hereby, including future advances, from the time of its filing for record in the Cook County, Illinois Recorder's Office. The total amount of the indebtedness secured hereby, including, but not limited to, any disbursements which the Lender may make under this Mortgage or the Loan Documents, at any one time outstanding shall not exceed Four Million One Hundred Thousand and no/100 Dollars (\$4,100,000.00), and any disbursements made for payment of taxes, special assessments, or insurance on the Premises, and any other costs, fees, expenses or other indebtedness owed by Borrowers to Lender pursuant to the Loan Documents. This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Premises and other matters given priority by operation of law.

3. **Indebtedness Secured.** Mortgagor and Lender acknowledge and agree that the Mortgage secures the Revolving Loans and Term Loans (each as defined in the Loan Agreement) and all other Indebtedness due or payable from Mortgagor, the other Borrowers and/or any one or more of them to Lender, including, without limitation, the Indebtedness evidenced by (i) the Loan Agreement, (ii) the Notes, (iii) the Mortgage, and (iv) the other Loan Documents.

4. **Borrowers.** All references to "Borrower" and "Borrowers" in the Mortgage shall mean Beneficiary, 1733 LLC, Kaloco Oil and any other Person who becomes a party to the Loan Agreement as a borrower, both individually and collectively, and jointly and severally.

5. **Reaffirmation of Mortgage.** Mortgagor hereby reaffirms and remakes all of its representations, warranties, covenants, duties, obligations, agreements and liabilities contained in the Mortgage, as amended hereby.

6. **Severability.** Wherever possible, each provision of this First Amendment shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this First Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this First Amendment, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

7. **Fees, Costs and Expenses.** Beneficiary agrees to pay, upon demand, all fees, costs, title charges and expenses incurred by Lender, including, but not limited to, reasonable attorneys' fees, in connection with the preparation, execution, delivery, recording and administration of this First Amendment and the other agreements, documents and instruments executed and delivered pursuant hereto or in connection herewith.

8. **Choice of Law.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of law as to all matters, including matters of validity, construction, effect, performance and remedies.

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9. **Conflict.** If, and to the extent, the terms and provisions of this First Amendment contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the terms and provisions of this First Amendment shall govern and control; provided, however, to the extent the terms and provisions of this First Amendment do not contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the Mortgage and the Assignment of Rents as amended by this First Amendment, shall remain in and have their intended full force and effect, and Lender and Mortgagor hereby affirm, confirm and ratify the same.

10. **Waiver of Jury Trial.** GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.

[signature page follows]

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IN WITNESS WHEREOF, Lender and Mortgagor have caused this First Amendment to be executed and delivered by their duly authorized manager or officer, as the case may be, as of the date first set forth above.

BENEFICIARY:

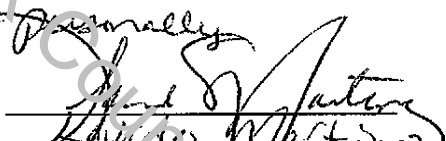
GIANARIS REAL ESTATE CORPORATION,
an Illinois corporation

By: 
Nicholas P. Gianaris, President

LAND TRUST:

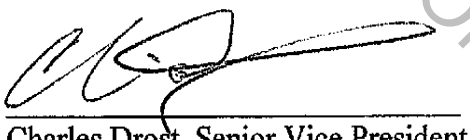


CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to North Star Trust Company, under Trust Agreement dated January 10, 1997 and known as Trust Number 97000

Not Personally
By: 
Name: Robert Martinez
Title: ASSISTANT VICE PRESIDENT

LENDER:

BYLINE BANK

By: 
Charles Drost, Senior Vice President

* This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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STATE OF ILLINOIS)
) S.S.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Nicholas P. Gianaris, who is personally known to me to be the President of **GIANARIS REAL ESTATE CORPORATION**, an Illinois corporation, subscribed to the foregoing First Amendment to Mortgage, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of February, 2019.

Kathleen L. Ghelck
Notary Public

My Commission Expires: 1-9-22

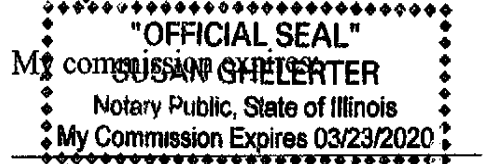


STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leslie Martinez, who is personally known to me to be the AUP of **CHICAGO TITLE LAND TRUST COMPANY**, an Illinois corporation, subscribed to the foregoing First Amendment to Mortgage, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28 day of February, 2019.

Susan Ghelck
Notary Public



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STATE OF ILLINOIS)
) S.S.
COUNTY OF Cook)

I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charles Drost, who is personally known to me to be a Senior Vice President of **BYLINE BANK**, as Lender, subscribed to the foregoing First Amendment to Mortgage, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of February, 2019.

Kathleen L. Grelick
Notary Public

My commission expires:
1-9-22



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EXHIBIT "A"
LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, AND 5 IN BLOCK 10 OF HARLEM PARK SUBDIVISION NUMBER 1, BEING A SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-07-311-037 and 10-07-311-038

Common Address: 242 Waukegan Road
Glenview, Illinois 60025

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