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Edward M. Moody
Cook County Recorder of Deeds
Date: 04/09/2019 09:15 AM Pg: 1 of 8

This Document Prepared by
and after Recording Return to:

Hinshaw & Culbertson LLP
151 N. Franklin Street
Suite 2500
Chicago, Illinois 60606-1821
Attn: Nicholas S. Legatos

Address of Property:
2005-2121 East 95th Street
Chicago, Illinois 60617

Parcel Identification Number[s]:
25-12-201-077-0000;
25-12-201-078-0000;
25-12-201-079-0000; and
25-12-201-080-0000

FOURTH LOAN MODIFICATION AGREEMENT

This FOURTH LOAN MODIFICATION AGREEMENT (the "Fourth Modification") is made this 5th of March, 2019 ("the date hereof"), but is effective as of March 5, 2019 (the "Effective Date"), among BANK LEUMI USA, a New York banking corporation ("Lender"), and BSG 95th & JEFFREY, L.L.C., an Illinois limited liability company ("Borrower").

RECITALS

A. The Lender has made a term loan to Borrower in the original principal amount of Three Million Two Hundred Ninety Thousand and 00/100 Dollars (\$2,290,000.00) (the "Loan"). The Loan is evidenced by that certain Promissory Note dated as of December 6, 2012 (as amended, restated, modified and/or replaced from time to time shall be collectively referred to herein as the "Note"), executed by Borrower and made payable to the order of the Lender in the original principal amount of the Loan, together with interest on the balance of principal from time to time outstanding and unpaid thereon.

B. The Note is secured, and/or evidenced by, among other things, that certain Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing encumbering the land and improvements located at the property commonly identified as 2005-2121 East 95th Street, Chicago, Illinois 60617 and legally described in Exhibit A attached hereto and made a part of hereof (the "Mortgaged Premises"), executed by Borrower in favor of Lender and recorded in the Office of the Cook County Recorder (the "Recorder's Office") as Document Number 1234622010 (the "Original Mortgage"), as amended by that certain First Modification Agreement dated as of August 7, 2014 executed by Borrower in favor of Lender and recorded in the Recorder's Office as Document Number 1423245043 (the "First Amendment"), as amended by that certain Second Loan Modification Agreement dated as of December 5, 2017 executed by Borrower in favor of

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Lender and recorded in the Recorder's Office as Document Number _____ (the "Second Amendment"), as amended by that certain Third Loan Modification Agreement dated as of June 22, 2018 executed by Borrower in favor of Lender and recorded in the Recorder's Office as Document Number _____ (the "Third Amendment"; the Original Mortgage as amended by the First Amendment, the Second Amendment, and Third Amendment shall be collectively referred to herein as the "Mortgage"), that certain Assignment of Rents and Leases dated as of December 6, 2012 executed by Borrower in favor of Lender and recorded in the Recorder's Office as Document Number 1234622011 (the "Assignment of Rents and Leases"), that certain Security Agreement dated as of December 6, 2012 executed by Borrower in favor of Lender (the "Security Agreement"), that certain Guaranty of Payment dated December 6, 2012, executed by Scott H. Gendell in favor of Lender (the "Guaranty"), and that certain Environmental Indemnity Agreement dated December 6, 2012, executed by Borrower and Scott Gendell in favor of Lender (the "Environmental Indemnity Agreement"). The Mortgage, Assignment of Rents and Leases, Note, Guaranty, Security Agreement, Environmental Indemnity Agreement, and all other documents or instruments which evidence or secure the Loans shall be collectively referred to herein as the "Loan Documents".

C. Borrower has requested that Lender extend the maturity date of the Loan to June 5, 2019 and Lender has agreed to do so in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, as hereinafter provided, and the performance of the terms, covenants, conditions and agreements hereafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. Construction. This Fourth Modification shall be construed in conjunction with and shall universally modify the Loan Documents. Except as amended hereby, all of the terms, covenants and conditions of Loan Documents, shall remain in full force and effect and are hereby ratified and confirmed. In the event of any inconsistencies between this Fourth Modification and Loan Documents, this Fourth Modification shall control.

2. Defined Terms. All capitalized terms used but not defined herein shall have the meanings ascribed to them in Loan Documents.

3. WARRANTIES AND REPRESENTATIONS: Borrower represents and warrants as follows (collectively "Warranties and Representations"):

a. The execution and delivery of Loan Documents and this Fourth Modification were duly authorized;

b. The Loan Documents and this Fourth Modification, and each of the covenants, conditions and agreements contained therein, are in full force and effect, are the valid and legally binding obligations of Borrower and Scott H. Gendell

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("Guarantor"), and are free from all legal and equitable defenses, offsets and counterclaims;

c. No part of the Mortgaged Premises is in receivership nor is any application for receivership pending and no petition in bankruptcy has been filed by or against Borrower or Guarantor;

d. Each of the representations and warranties made by Borrower and Guarantor herein or pursuant to the Loan Documents is true and correct on and as of the date of this Fourth Modification as if made on and as of such date (except that any representation or warranty which by its terms is made as of an earlier date shall be true and correct as of such earlier date), and for the purposes hereof all such representations and warranties shall be deemed to extend to and cover this Fourth Modification;

e. Without limitation of any other representation set forth herein, all information in the loan application, financial statements, certificates or other documents and all other written information prepared and delivered by or on behalf of Borrower and/or Guarantor to Lender in obtaining the credit accommodations described in the Loan Agreement, as amended by this Fourth Modification, is correct and complete in all material respects, and there are no omissions therefrom that result in such information being incomplete, incorrect or misleading in any material adverse respect as of the date thereof;

f. There are no agreements, state of facts or circumstances presently existing and known to Borrower or Guarantor which, with or without the service of notice, passage of time, or both, would grant to Borrower the right to refuse to make or delay the payments or otherwise perform the terms, covenants, conditions and agreements required pursuant to Loan Documents or Fourth Modification; and

g. The Operating Agreement and Articles of Organization of the Borrower remain in full force and effect at all times and have not been modified amended or revoked in any respect after delivery to Lender on December 6, 2012. The resolutions or unanimous written consent of the manager of the Borrower (the "Resolutions") which were delivered and certified to the Lender on December 6, 2012, remain in full force and effect at all times and have not been modified, amended or revoked in any respect after such delivery, and such Resolutions authorize the execution and delivery by the Borrower of this Fourth Modification and the reaffirmation of the Loan Documents and the consummation of all matters contemplated therein, and no consent of any other party or body is required.

4. Extension of the Loan Maturity Date. The maturity date of the Loan is hereby extended to June 5, 2019 and shall remain subject to the terms and conditions of the Loan Documents as modified by this Fourth Modification.

5. Amendment to Note. The Note is hereby modified as follows:

a. The date "March 5, 2019" in the heading is hereby deleted in its entirety and replaced with "June 5, 2019".

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b. The date “March 5, 2018” in Section 1 is hereby deleted in its entirety and replaced with “June 5, 2019”.

6. Modifications to Mortgage. The Mortgage is hereby modified as follows:

a. The defined term “Maturity Date” is hereby modified by deleting the reference to “March 5, 2019” in Recital A and replacing it with “June 5, 2019”.

b. The following item (iv) is hereby added to Section 30 of the Mortgage:

“(iv) Arrearage Report. Within fifteen (15) days of the end of each month, Mortgagor shall furnish an arrearage report detailing an accounts receivable aging showing the amount of accounts receivable by tenant in the following categories 0-30 days, 30-60 days, 60-90 days, 90-120 days, over 120 days and total, all certified as true, complete and correct by the chief financial officer or manager of Mortgagor.”

7. Execution of Further Documentation. Upon the request of Lender, Borrower shall execute such further instruments, UCC Financing Statements, amendments to either Loan Documents or other documents as may be necessary or desirable to establish, protect, preserve and perfect the liens and/or security interest, as liens and/or security interests upon the Mortgaged Premises or any of the collateral conveyed by Loan Documents to secure, in addition to the Indebtedness (as defined in the Mortgage) and the full and timely performance of each and every term, covenant, condition and agreement required to be performed by Borrower pursuant to Loan Documents and this Fourth Modification, as liens and/or security interests superior to all other security interests, liens, charges, encumbrances and claims of third parties.

8. Entire Agreement. Borrower and Lender each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Fourth Modification and the Loan Documents, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender.

9. Counterparts. This Fourth Modification may be executed in counterparts, and the signature pages and acknowledgements thereof may be separated from the body thereof and be assembled into one document, and when so assembled and taken together, all so executed shall constitute one agreement, binding on all of the parties, notwithstanding such assembly of this Fourth Modification or that all of the parties are not signatories to the original or the same counterpart signature page.

10. Effectiveness. Notwithstanding anything contained in this Fourth Modification to the contrary, this Fourth Modification shall be deemed effective as of the Effective Date.

Remainder of Page Intentionally Left Blank – Signature Pages Follow

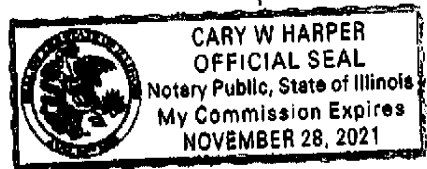
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STATE OF Illinois)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Chris Weidhart, personally known to me to be the VP of Bank Leumi USA ("Lender") and 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 Lender for the uses and purposes therein set forth;

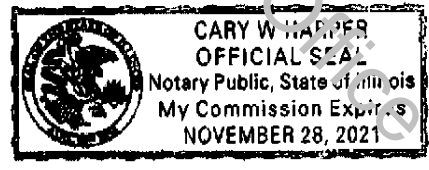
GIVEN under my hand and Notarial Seal this 25th day of March, 2019.
Cary W. Harper
Notary Public

STATE OF Illinois)
) SS.
COUNTY OF COOK)



The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Marcy Kowisky, personally known to me to be the 1st S.V.P. of Bank Leumi USA ("Lender") and 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 Lender for the uses and purposes therein set forth;

GIVEN under my hand and Notarial Seal this 25th day of March, 2019.
Cary W. Harper
Notary Public



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EXHIBIT A LEGAL DESCRIPTION

LOTS 1 AND 2 AND THE WEST 7 FEET OF LOT 3 IN BLOCK 1 AND THE NORTH 1/2 OF THE VACATED EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1 AND 2 AND THE WEST 7 FEET OF LOT 3 IN SAID BLOCK 1 AND THAT PART OF VACATED CHAPPEL AVENUE LYING WEST OF LOT 1 IN BLOCK 1 AND LYING WEST OF AND ADJOINING THE NORTH 1/2 OF THE VACATED EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING LOT 1 IN BLOCK 1, ALL IN VAN VLISSINGEN HEIGHTS SUBDIVISION AFORESAID

ALSO:

LOT 3 (EXCEPT THE WEST 7 FEET THEREOF) LOT 4 AND WEST 7 FEET OF LOT 5 IN BLOCK 1 AND THE NORTH 1/2 OF THE VACATED EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS (EXCEPT THE WEST 7 FEET THEREOF) LOT 4 AND THE WEST 7 FEET OF LOT 5 IN BLOCK 1, ALL IN VAN VLISSINGEN HEIGHTS SUBDIVISION, A SUBDIVISION OF PARTS OF THE EAST 2/3 OF THE NORTHWEST 1/4 NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 25, 1926 AS DOCUMENT NUMBER 9285759, COOK COUNTY, ILLINOIS

ALSO

LOT 5 (EXCEPT THE WEST 7 FEET THEREOF) AND LOTS L6 TO 12, BOTH INCLUSIVE, IN BLOCK 1 IN VAN VLISSINGEN HEIGHTS, A SUBDIVISION OF PART OF THE EAST 2/3 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

THE NORTH 1/2 OF THE VACATED EAST AND WEST ALLEY LYING SOUTH AND ADJOINING LOT 5 (EXCEPT THE WEST 7 FEET THEREOF) AND LOTS 6 TO 12, BOTH INCLUSIVE, IN BLOCK 1 IN VAN VLISSINGEN HEIGHTS SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS

ALSO

LOTS 1 TO 11, BOTH INCLUSIVE, IN BLOCK 12 IN HUGH MAGINNIS' 95TH STREET SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 12, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

Tax ID Numbers: 25-12-201-077-0000; 25-12-201-078-0000; 25-12-201-079-0000;
and 25-12-201-080-0000

Commonly known as: 2005-2121 East 95th Street, Chicago, Illinois 60617