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Doc#: 1916818059 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 06/17/2019 10:57 AM Pg: 1 of 5

This document was prepared by,
and after recording, return to:

ARONBERG GOLDGEHN
330 North Wabash Ave. – Suite 1700
Chicago, Illinois 60611
Attention: Ned S. Robertson

Property Address:
5301 Dansher Road,
Countryside, Illinois
PIN No: 18-09-416-025-0000

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(This space reserved for Recorder's Office)

FOURTH MORTGAGE MODIFICATION AGREEMENT

This Fourth Mortgage Modification Agreement ("Agreement") is entered into as of the 5th day of June, 2019, by and between 5301 DANSHER, LLC, a Delaware limited liability company ("Mortgagor"), to and for the benefit of FIFTH THIRD BANK, an Ohio banking corporation, successor in interest to MB Financial Bank, N.A., its successors and assigns ("Bank").

RECITALS:

A. Bank, Sokol and Company, an Illinois corporation ("Borrower"), Countryside Holdings, LLC, an Illinois limited liability company ("Countryside"), and Mortgagor, entered into that certain Amended and Restated Loan and Security Agreement dated as of even date herewith, as amended from time to time ("Loan Agreement"). Pursuant to the Loan Agreement, Borrower has executed and delivered to Bank (i) that certain Amended and Restated Revolving Note dated May 1, 2018 in the maximum principal amount of \$7,500,000.00 with a maturity date of June 5, 2022 ("Revolving Note"), (ii) that certain Amended and Restated Draw Term Note No. 1 dated May 1, 2018 in the principal amount of \$750,000.00 with a maturity date of May 15, 2023 ("Draw Term Note No. 1"), (iii) that certain Amended and Restated Term Note No. 1 dated May 1, 2018 in the principal amount of \$1,094,091.44 with an outside maturity date of December 31, 2020 ("Term Note No. 1"), (iv) that certain Amended and Restated Term Note No. 2 dated May 1, 2018 in the principal amount of \$608,793.22 with an outside maturity date of July 15, 2022 ("Term Note No. 2") and (v) that certain Amended and Restated Draw Term Note No. 2 dated December 21, 2018 in the principal amount of \$1,750,000.00 with an outside maturity date of September 15, 2024 ("Draw Term Note No. 2"); Mortgagor has executed and delivered to Bank that certain Amended and Restated Dansher Mortgage Note dated May 1, 2018 in the original principal amount of \$452,500.00 with a maturity date of May 31, 2023 ("Dansher Note") and Countryside has executed and delivered to Bank that certain Amended and Restated Countryside Mortgage Note dated May 1, 2018 in the original principal amount of \$2,415,400.00 with a maturity date of May 31, 2023 ("Countryside Note", which together with the Revolving Note, Draw Term Note No. 1, Term Note No. 1, Term Note No. 2, Draw Term Note No. 2, and Dansher Note, as they may be amended, restated or replaced from time to time, are hereafter called the "Notes"). The Notes, Loan Agreement

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and each of the other documents evidencing or securing the Loans, as they may be amended, restated or replaced from time to time are hereinafter referred to collectively as the "Loan Documents."

B. The Dansher Note is secured by that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of May 1, 2012 from Mortgagor to Bank (as it may be amended, restated or replaced from time to time, the "Dansher Mortgage") and the Dansher Note is secured by that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of May 23, 2008 from Countryside to Bank (as it may be amended, restated or replaced from time to time, the "Countryside Mortgage").

C. The Notes are also secured by, among other things, the Loan Agreement, as it may be amended, restated or replaced from time to time.

D. In consideration of Bank issuing Draw Term Loan No. 3, as evidenced by Draw Term Note No. 3 of even date herewith in the original amount of \$1,000,000.00 from Borrower in favor of Bank with a maturity date of September 30, 2025, Bank has required that the Dansher Mortgage be amended to serve as collateral as hereafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Bank hereby agree as follows:

1. The Recitals set forth above are hereby incorporated herein and made a part hereof.
2. Except as otherwise expressly indicated herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Dansher Mortgage and the other documents referred to therein.
3. The Dansher Mortgage is amended so that it shall secure and stand as collateral for all of the Notes, as they may be amended, restated or replaced from time to time.
4. Nothing herein contained shall impair the Dansher Mortgage in any way, nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained except as expressly herein provided nor affect or impair any right, power or remedy of Bank, it being the intention of the parties hereto that the terms and provisions of the Dansher Mortgage shall continue in full force and effect except as expressly modified in connection therewith.
5. All references in the Notes, Mortgages, Loan Agreement or other Loan Documents to any of the other Loan Documents shall mean such document as amended hereby.
6. The Mortgagor represents and warrants to Bank that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon the execution and delivery hereof, this Agreement will be valid, binding and enforceable upon the Mortgagor in accordance with its terms. Execution and delivery of this Agreement does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Mortgagor is a party or is bound or which is binding upon or applicable to the project, or any portion thereof.

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7. Mortgagor represents and warrants to Bank that no Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time or both, under any of the Loan Documents.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Agreement has been entered into as of the date first above written.

5301 DANSHER, LLC, a Delaware limited liability company

By: *John S. Novak, Jr.*
Name: John S. Novak, Jr.
Title: Manager

FIFTH THIRD BANK, an Ohio banking corporation, successor in interest to MB Financial Bank, N.A.

By: *Chris Fournier*
Name: Chris Fournier
Title: SP

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, does hereby certify that John S. Novak, Jr., the manager of 5301 DANSHER, LLC, a Delaware limited liability company, who is personally 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/she signed and delivered the said instrument as his/her 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 11 day of June, 2019.

Joel B. Shinbrood
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 _____ personally known to be to be the same person whose name is subscribed to the foregoing instrument as such _____ of FIFTH THIRD BANK, an Ohio banking corporation, as successor in interest to MB Financial Bank, N.A. ("Bank"), appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11 day of June, 2019.

Joel B. Shinbrood
Notary Public



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EXHIBIT A

Legal Description

LOT "B" IN RESUBDIVISION OF LOT 4 IN TRACT 2 OF DANSHER INDUSTRIAL PARK, COUNTRYSIDE, ILLINOIS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON THE RESUBDIVISION PLAT THEREOF FILED JUNE 28, 1968 AND RECORDED IN RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 20535220 AND CORRECTED BY DOCUMENT 20716680, IN COOK COUNTY, ILLINOIS.

P.I.N. Number: 18-09-416-023-0000