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Doc#: 1920346380 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 07/22/2019 01:37 PM Pg: 1 of 24

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THIRD AMENDMENT TO LOAN AND COLLATERAL DOCUMENTS RELATIVE TO:

- (1) THREE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,500,000.00)
CONSTRUCTION PROMISSORY NOTE DATED AUGUST 2, 2013;
 - (2) AMENDMENT TO THREE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS
(\$3,500,000.00) CONSTRUCTION PROMISSORY NOTE DATED AUGUST 2, 2013 AND RELATED
LOAN DOCUMENTS OF MAY 5, 2014;
 - (3) SECOND AMENDED AND RESTATED PROMISSORY NOTE;
 - (4) SECOND AMENDMENT TO THREE MILLION FIVE HUNDRED THOUSAND AND 00/100
DOLLARS (\$3,500,000.00) CONSTRUCTION PROMISSORY NOTE DATED AUGUST 2, 2013 AND
RELATED LOAN DOCUMENTS OF JUNE 19, 2014;
 - (5) THIRD AMENDED AND RESTATED PROMISSORY NOTE;
- AND
- (6) RELATED LOAN DOCUMENTS.

**NOTE: (RECORDED IN COOK COUNTY RELATIVE TO 301 E. CENTRAL RD.
(EX. C – PIN: 08-10-100-007-0000 and 08-10-100-008-0000), ARLINGTON HEIGHTS, ILLINOIS)**

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Ralph, Schwab & Schiever, Chtd.
175 E. Hawthorn Parkway
Suite 345
Vernon Hills, Illinois 60061
Attn: Michael L. Ralph, Jr.
847-367-9699 ext. 4

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THIRD AMENDMENT TO LOAN AND COLLATERAL DOCUMENTS RELATIVE TO:
(1) THREE MILLION, FIVE HUNDRED THOUSAND AND 00/100 DOLLARS
(\$3,500,000.00) CONSTRUCTION PROMISSORY NOTE DATED AUGUST 2, 2013;
(2) AMENDMENT TO THREE MILLION, FIVE HUNDRED THOUSAND AND 00/100
DOLLARS (\$3,500,000.00) CONSTRUCTION PROMISSORY NOTE DATED AUGUST
2, 2013 AND RELATED LOAN DOCUMENTS OF MAY 5, 2014; (3) SECOND
AMENDED AND RESTATED PROMISSORY NOTE; (4) SECOND AMENDMENT TO
THREE MILLION, FIVE HUNDRED THOUSAND AND 00/100 DOLLARS
(\$3,500,000.00) CONSTRUCTION PROMISSORY NOTE DATED AUGUST 2, 2013
AND RELATED LOAN DOCUMENTS OF JUNE 19, 2014; (5) THIRD AMENDED AND
RESTATED PROMISSORY NOTE; AND (6) RELATED LOAN DOCUMENTS

This Third Amendment to Loan and Collateral Documents Relative To: (1) Three Million, Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) Construction Promissory Note dated August 2, 2013; (2) Amendment To Three Million, Five Hundred Thousand And 00/100 Dollars (\$3,500,000.00) Construction Promissory Note Dated August 2, 2013 And Related Loan Documents Of May 5, 2014; (3) Second Amended And Restated Promissory Note; (4) Second Amendment To Three Million, Five Hundred Thousand And 00/100 Dollars (\$3,500,000.00) Construction Promissory Note Dated August 2, 2013 And Related Loan Documents Of June 19, 2014; (5) Third Amended And Restated Promissory Note; and (6) Related Loan Documents (the "Amendment") is made and entered into effective as of July 1, 2019 by and among **GLOGOVSKY REAL ESTATE L.L.C. – SERIES 4231 ALGONQUIN - GAS**, an Illinois series limited liability company ("Series 4231"); **GLOGOVSKY OIL COMPANY V, INC.**, an Illinois corporation ("GOCV") (Series 4231 and GOCV are sometimes referred to collectively as "Borrower"); **JEFFREY A. GLOGOVSKY**, an individual and Illinois resident ("Glogovsky"); **GLOGOVSKY REAL ESTATE L.L.C.**, an Illinois limited liability company ("GRE"); **GLOGOVSKY REAL ESTATE L.L.C. – SERIES 301 CENTRAL**, an Illinois series limited liability company ("Series 301"); **GLOGOVSKY REAL ESTATE L.L.C. – SERIES 2320 RANDALL**, an Illinois series limited liability company ("Series 2320"); **GLOGOVSKY PETROLEUM CO., INC.**, an Illinois corporation ("GPC"); **GLOGOVSKY OIL COMPANY II, INC.**, an Illinois corporation ("GOCII"); **GLOGOVSKY OIL COMPANY IV, INC.**, an Illinois corporation ("GOCIV"); **GLOGOVSKY REAL ESTATE L.L.C. – SERIES 4221 ALGONQUIN – CAR WASH**, an Illinois series limited liability company ("Series 4221"); **THE GROVE WASH, INC.**, an Illinois corporation ("Grove"); **GLOGOVSKY OIL COMPANY III, INC.**, an Illinois corporation ("GOCIII"); (Glogovsky, GRE, Series 301, Series 2320, GPC, GOCII, GOCIV, Series 4221, Grove and GOC III are sometimes referred to collectively as "Guarantor") in favor of **GLENVIEW STATE BANK**, an Illinois banking corporation, its successors and assigns ("Note Holder").

RECITALS

WHEREAS, on or about August 2, 2013, the Borrower executed and delivered to Note Holder a certain Construction Promissory Note (the "Note") in the original principal amount of Three Million, Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) payable to the order of Note Holder, evidencing a loan from Note Holder in said sum.

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WHEREAS, the Borrower, to secure repayment of the debt evidenced by the Note and all amendments thereto, executed and delivered, or caused to be executed and delivered to the Note Holder, among other loan and collateral documents, the following loan and collateral documents (collectively, the "Collateral Documents"):

- (a) Construction Loan Agreement from Borrower to Note Holder dated August 2, 2013 ("Construction Loan Agreement");
- (b) Construction Mortgage, Security Agreement, Assignment of Leases and Rent and Fixture Filing from Series 4231 to Note Holder dated August 2, 2013, recorded on August 21, 2013 with the McHenry County Recorder of Deeds as Document Number 2013R0041579 ("Gas Station Mortgage"), relative to the real estate commonly known as 4231 Algonquin Road, Lake In The Hills, Illinois 60156 and as legally described in Exhibit A hereto ("Gas Station Property");
- (c) Assignment of Rents and Leases from Series 4231 to Note Holder dated August 2, 2013, recorded on August 21, 2013 with the McHenry County Recorder of Deeds as Document Number 2013R0041580 for the Gas Station Property ("Gas Station Assignment of Rents");
- (d) Security Agreement from Borrower to Note Holder dated August 2, 2013 ("Gas Security Agreement");
- (e) Assignment of Plans, Specifications, Construction and Service Contracts, Licenses and Permits from Borrower to Note Holder dated August 2, 2013 ("Assignment");
- ~~(f) Environmental Indemnity Agreement from Borrower and Glogovksy to Note Holder dated August 2, 2013 ("Environmental Indemnity");~~
- (g) Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from GRE to Note Holder dated August 2, 2013, recorded on August 27, 2013 with the Lake County Recorder of Deeds as Document Number 7030157 ("Waukegan Junior Mortgage"), relative to the real estate commonly known as 28787 N. Waukegan Road and 12610 Rockland Road, Lake Bluff, Illinois 60044 and as legally described in Exhibit B hereto (collectively, "Waukegan Property");
- (h) Assignment of Rents and Leases from GRE to Note Holder dated August 2, 2013, recorded on August 27, 2013 with the Lake County Recorder of Deeds as Document Number 7030158 for the Waukegan Property ("Waukegan Junior Assignment of Rents");

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- (i) Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from Series 301 to Note Holder dated August 2, 2013, recorded on September 10, 2013 with the Cook County Recorder of Deeds as Document Number 1325341097 ("AH Junior Mortgage"), relative to the real estate commonly known as 301 E. Central Road, Arlington Heights, Illinois 60005 and as legally described in Exhibit C hereto ("AH Property");
- (j) Assignment of Rents and Leases from Series 301 to Note Holder dated August 2, 2013, recorded on September 10, 2013 with the Cook County Recorder of Deeds as Document Number 1325341099 for the AH Property ("AH Junior Assignment of Rents");
- (k) Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from Series 2320 to Note Holder dated August 2, 2013, recorded on August 23, 2013 with the Kane County Recorder of Deeds as Document Number 2013K062010 ("Elgin Junior Mortgage"), relative to the real estate commonly known as 2320 Randall Road, Elgin, Illinois 60123 and as legally described in Exhibit D hereto ("Elgin Property");
- (l) Assignment of Rents and Leases from Series 2320 to Note Holder dated August 2, 2013, recorded on August 23, 2013 with the Kane County Recorder of Deeds as Document Number 2013K062011 for the Elgin Property ("Elgin Junior Assignment of Rents");
- (m) Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from **LAKE BLUFF HOLDINGS, LLC**, an Illinois limited liability company ("LB") to Note Holder dated August 2, 2013, recorded on August 27, 2013 with the Lake County Recorder of Deeds as Document Number 7030161 ("Rockland Junior Mortgage"), relative to the real estate commonly known as 12666 Rockland Road, Lake Bluff, Illinois 60044 ("Rockland Property");
- (n) Assignment of Rents and Leases from LB to Note Holder dated August 2, 2013, recorded on August 27, 2013 with the Lake County Recorder of Deeds as Document Number 7030162 for the Rockland Property ("Rockland Junior Assignment of Rents");
- (o) Security Agreement from GPC to Note Holder dated August 2, 2013 ("Waukegan Security Agreement");
- (p) Security Agreement from GOCII to Note Holder dated August 2, 2013 ("AH Security Agreement");
- (q) Security Agreement from GOCIV to Note Holder dated August 2, 2013 ("Elgin Security Agreement");

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- (r) Security Agreement from GOCIII to Note Holder dated August 2, 2013 ("GOCIII Security Agreement");
- (s) Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from Series 4221 to Note Holder dated August 2, 2013, and recorded August 21, 2013 with the McHenry County Recorder of Deeds as Document Number 2013R0041585 ("Car Wash Mortgage"), relative to the real estate commonly known as 4221 Algonquin Road, Lake In The Hills, Illinois 60156 and as legally described in Exhibit E hereto ("Car Wash Property");
- (t) Assignment of Rents and Leases from Series 4221 to Note Holder dated August 2, 2013, and recorded August 21, 2013 with the McHenry County Recorder of Deeds as Document Number 2013R0041586 for the Car Wash Property ("Car Wash Assignment of Rents"); and
- (u) Security Agreement from Grove to Note Holder dated August 2, 2013 ("Car Wash Security Agreement").

The Waukegan Junior Mortgage, AH Junior Mortgage and Elgin Junior Mortgage are hereinafter collectively referred to as "Junior Mortgage". The Waukegan Junior Assignment of Rents, AH Junior Assignment of Rents and Elgin Junior Assignment of Rents are hereinafter collectively referred to as "Junior Assignment of Rents". The Waukegan Security Agreement, AH Security Agreement, Elgin Security Agreement and GOCIII Security Agreement are collectively referred to as "Junior Security Agreement".

WHEREAS, on or about August 2, 2013, Guarantor and LB each executed and delivered to Note Holder a certain Guaranty of Payment and Completion dated August 2, 2013 (each individual Guaranty of Payment and Completion is collectively referred to as the "Guaranty") in favor of the Note Holder to guaranty repayment of the Note, and performance of Borrower's obligations therein.

WHEREAS, on or about May 5, 2014, the Borrower, Guarantor and LB executed and delivered to the Note Holder a certain Amendment to Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) Construction Promissory Note Dated August 2, 2013 and Related Loan Documents ("First Amendment") wherein the maturity date of the Note was extended from May 5, 2014 to June 19, 2014.

WHEREAS, on or about June 19, 2014 the Borrower, Guarantor and LB executed and delivered to the Note Holder a certain Second Amendment to Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) Construction Promissory Note Dated August 2, 2013 and Related Loan Documents ("Second Amendment"), and Borrower executed and delivered to the Note Holder a certain Second Amended and Restated Promissory Note ("2014 Amended Note"), wherein: (1)

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the maturity date of the Note was extended from June 19, 2014 to July 1, 2019, (2) the principal amount of the Note was reduced to Three Million Four Hundred Sixty-Five Thousand Four Hundred Sixteen and 00/100 Dollars (\$3,465,416.00), (3) the underlying loan of the Note was amortized over Twenty (20) years and (4) the interest rate of the Note was fixed at Four and One-Half Percent (4.5%).

WHEREAS, the parties desire to amend the loan evidenced by the Note and 2014 Amended Note by entering into the Amended and Restated Note (as defined herein).

WHEREAS, the Note Holder has agreed to amend the provisions of the Note and the Collateral Documents, as requested by the Borrower and Guarantors, provided that the Borrower and Guarantor execute this Amendment, and execute any further loan and collateral documents as the Note Holder may reasonably require to document the amended terms of the aforesaid loan evidenced by the Note and Collateral Documents as amended.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency whereof are hereby mutually and reciprocally acknowledged, it is hereby agreed and covenanted as follows:

1. INCORPORATION OF RECITALS. All of the foregoing recitals are incorporated herein by reference.

2. ACKNOWLEDGMENT OF AMOUNT. The Borrower and Guarantor acknowledge that the principal amount due under the Note as of July 1, 2019 is Two Million Six Hundred Ninety-One Thousand Three Hundred Seventy-Four and 56/100 Dollars (\$2,691,374.56).

3. AMENDMENT TO NOTE TERMS. The Third Amended and Restated Promissory Note dated July 1, 2019 ("Amended and Restated Note") is to be deemed a replacement of and a substitute for, but is not to be deemed a repayment of, the Note, as amended by the First Amendment, the Second Amendment, the 2014 Amended Note or this Amendment. The parties further intend that the outstanding balance currently evidenced by the Note, as amended by the First Amendment, the Second Amendment and 2014 Amended Note, be deemed a continuous obligation now evidenced by the Amended and Restated Note, and that, except as specifically provided by the terms hereof or in the Amended and Restated Note, the terms of the Note, as amended by the First Amendment, the Second Amendment and 2014 Amended Note, be deemed merged into the terms hereof such that all security interests, mortgages and assignments previously granted to secure the Note, and as the Note was amended by the First Amendment, the Second Amendment and 2014 Amended Note, including without limitation the Collateral Documents, be deemed continuing and be deemed to secure the Amended and Restated Note.

The terms and provisions amended of the Note, include without limitation, the following:

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- A. The principal amount of the loan shall be changed from Three Million Four Hundred Sixty-Five Thousand Four Hundred Sixteen and 00/100 Dollars (\$3,465,416.00) to Two Million Six Hundred Ninety-One Thousand Three Hundred Seventy-Four and 56/100 Dollars (\$2,691,374.56);
- B. The maturity date shall be extended from July 1, 2019 to July 1, 2024; and
- C. The loan shall be amortized over Fifteen (15) years.

4. AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, GAS STATION MORTGAGE, GAS STATION ASSIGNMENT OF RENTS, GAS SECURITY AGREEMENT, ASSIGNMENT, ENVIRONMENTAL INDEMNITY, CAR WASH MORTGAGE, CAR WASH ASSIGNMENT OF RENTS, CAR WASH SECURITY AGREEMENT, JUNIOR MORTGAGE, JUNIOR ASSIGNMENT OF RENTS, JUNIOR SECURITY AGREEMENT AND GUARANTY TERMS. The Construction Loan Agreement, Gas Station Mortgage, Gas Station Assignment of Rents, Gas Security Agreement, Assignment, Environmental Indemnity, Car Wash Mortgage, Car Wash Assignment of Rents, Car Wash Security Agreement, Junior Mortgage, Junior Assignment of Rents, Junior Security Agreement, Guaranty and any other loan agreement, mortgage or other loan and collateral document executed in conjunction with the loan evidenced by the Note, the First Amendment, the Second Amendment, the 2014 Amended Note, the Amended and Restated Note, Construction Loan Agreement, Gas Station Mortgage, Gas Station Assignment of Rents, Gas Security Agreement, Assignment, Environmental Indemnity, Car Wash Mortgage, Car Wash Assignment of Rents, Car Wash Security Agreement, Junior Mortgage, Junior Assignment of Rents, Junior Security Agreement and Guaranty shall be deemed amended to the extent necessary to conform to the amendments herein and the following additional amendments:

- A. The requirement to provide reporting within One Hundred Twenty (120) days after the end of the year is hereby amended to Ninety (90) days after the end of the calendar year in the Collateral Documents, including without limitation, paragraph 30 of the Gas Station Mortgage, paragraph 8.7(b) of the Construction Loan Agreement and paragraph 9 of each Guaranty;
- B. The requirement to provide annual financial statements is clarified to provide that all financial statements for Borrower and Guarantor (excluding Jeffrey A. Glogovsky) shall be compiled consolidated financial statements in the Collateral Documents, including without limitation, paragraph 30 of the Gas Station Mortgage, subparagraph 8.7(b) of the Construction Loan Agreement and paragraph 9 of each Guaranty;

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- C. The global debt service coverage ratio covenant of Borrower and Guarantor (excluding Jeffrey A. Glogovsky) in the Collateral Documents, including without limitation, subparagraph 16(j) of the Gas Station Mortgage is clarified and amended to provide that the global debt service coverage ratio includes Borrower, Glogovsky Oil Company VI, an Illinois corporation, and Guarantor (excluding Jeffrey A. Glogovsky) and is calculated as combined EBITDA (earnings before interest, taxes, depreciation and amortization) less member, shareholder or other equity owner distributions divided by the sum of combined interest expense and repayments of long term debt in the current year.

5. **AMENDMENT TO COLLATERAL DOCUMENTS.** The Amended and Restated Note shall be secured pursuant to the Collateral Documents.

6. **REFERENCES.** Wherever in the Note, First Amendment, the Second Amendment, the 2014 Amended Note, the Amended and Restated Note or Collateral Documents, or any other loan and collateral document evidencing, securing or guaranteeing the Note, First Amendment, Second Amendment, 2014 Amended Note and/or Amended and Restated Note, reference is made to the Note, First Amendment, Second Amendment, 2014 Amended Note, Amended and Restated Note, Construction Loan Agreement, Gas Station Mortgage, Gas Station Assignment of Rents, Gas Security Agreement, Assignment, Environmental Indemnity, Car Wash Mortgage, Car Wash Assignment of Rents, Car Wash Security Agreement, Junior Mortgage, Junior Assignment of Rents, Junior Security Agreement and/or Guaranty such reference shall from and after the date hereof be deemed a reference to the Note, First Amendment, Second Amendment, 2014 Amended Note, Amended and Restated Note, Construction Loan Agreement, Gas Station Mortgage, Gas Station Assignment of Rents, Gas Security Agreement, Assignment, Environmental Indemnity, Car Wash Mortgage, Car Wash Assignment of Rents, Car Wash Security Agreement, Junior Mortgage, Junior Assignment of Rents, Junior Security Agreement and/or Guaranty, all as amended herein, and as the Note, First Amendment, Second Amendment, 2014 Amended Note, Amended and Restated Note, Construction Loan Agreement, Gas Station Mortgage, Gas Station Assignment of Rents, Gas Security Agreement, Assignment, Environmental Indemnity, Car Wash Mortgage, Car Wash Assignment of Rents, Car Wash Security Agreement, Junior Mortgage, Junior Assignment of Rents, Junior Security Agreement and/or Guaranty may have been previously, or as Note, First Amendment, Second Amendment, 2014 Amended Note, Amended and Restated Note, Construction Loan Agreement, Gas Station Mortgage, Gas Station Assignment of Rents, Gas Security Agreement, Assignment, Environmental Indemnity, Car Wash Mortgage, Car Wash Assignment of Rents, Car Wash Security Agreement, Junior Mortgage, Junior Assignment of Rents, Junior Security Agreement and/or Guaranty may hereafter be, amended from time to time.

7. **GUARANTOR'S CONSENT.** By executing this Amendment, the Guarantor acknowledges and consents to the execution by the Borrower of the Amendment and any renewals, extensions or modifications of the Note, First Amendment, Second Amendment, 2014 Amended Note, Amended and Restated Note

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or this Amendment. The Guarantor confirms that the Guaranty continues to guaranty both the repayment of all amounts due under the Note, as previously amended by the First Amendment, Second Amendment, 2014 Amended Note, the Amended and Restated Note, and as amended by the Amendment, as well as the performance of all of the Borrower's covenants, agreements and obligations thereunder, as amended by the Amendment, and under any other loan and collateral document given to further evidence or secure the Note, First Amendment, 2014 Amended Note and/or Amended and Restated Note, including without limitation, the Collateral Documents as amended from time to time.

8. WAIVER OF DEFENSES. Borrower and Guarantor acknowledge and agree that as of the date hereof, the Note, First Amendment, Second Amendment, 2014 Amended Note, Amended and Restated Note, Collateral Documents and Guaranty are good, valid, enforceable and free of all defenses whatsoever, known or unknown, whether in law or in equity, and constitute the legally binding obligations of the Borrower and Guarantor to the Note Holder. No act or event has occurred which might or could impair the enforceability thereof or result in the discharge of the Borrower or Guarantor thereunder or in such event, the Borrower and Guarantor consent to such act or event and to the extent permissible by law waives such right to claim discharge. The Borrower and Guarantor waive and release any cause of action they might have or claim to have against the Note Holder arising out of or in any way related to the execution and enforcement of the Note, First Amendment, Second Amendment, 2014 Amended Note, Amended and Restated Note, the Amendment, Amendment, any instrument given to further evidence or secure the Note, First Amendment, Second Amendment, 2014 Amended Note, Amended and Restated Note, Collateral Documents, Guaranty, and the transactions to which they relate.

9. RESTATEMENT OF BORROWER'S AND GUARANTOR'S UNDERTAKINGS. Borrower and Guarantor hereby incorporate by reference herein and restate as of the date hereof, all of the representations, warranties, statements, undertakings, covenants, agreements, obligations, and indemnities (the "Undertakings") of the Borrower and Guarantor contained in the Note, First Amendment, Second Amendment, 2014 Amended Note, Amended and Restated Note, Construction Loan Agreement, Gas Station Mortgage, Gas Station Assignment of Rents, Gas Security Agreement, Assignment, Environmental Indemnity, Car Wash Mortgage, Car Wash Assignment of Rents, Car Wash Security Agreement, Junior Mortgage, Junior Assignment of Rents, Junior Security Agreement and Guaranty, as amended pursuant herein and as it may have been previously amended, in any of the Collateral Documents, or in any other loan and collateral document related thereto which has been submitted to the Note Holder, and affirms that all such Undertakings are currently in full force and effect and shall remain continuously applicable to the transactions to which the Note, First Amendment, Second Amendment, 2014 Amended Note, Amended and Restated Note, Construction Loan Agreement, Gas Station Mortgage, Gas Station Assignment of Rents, Gas Security Agreement, Assignment, Environmental Indemnity, Car Wash Mortgage, Car Wash Assignment of Rents, Car Wash Security Agreement, Junior Mortgage, Junior Assignment of Rents, Junior Security Agreement, Guaranty, and in any other loan and collateral document related thereto which has been submitted

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to the Note Holder until all of the Borrower's and Guarantor's obligations and liabilities to the Note Holder are completely satisfied.

10. NO IMPLIED AMENDMENTS. Except as expressly modified hereby, all of the terms and conditions of the Note, First Amendment, Second Amendment, 2014 Amended Note and Amended and Restated Note shall remain unchanged and in full force and effect.

11. AFFIRMANCE OF MORTGAGES AND ASSIGNMENT OF RENTS. The Gas Station Mortgage, Gas Station Assignment of Rents, Car Wash Mortgage, Car Wash Assignment of Rents, Junior Mortgage and Junior Assignment of Rents, as amended herein, and as may have been previously amended, continue to be a valid and subsisting lien(s) upon the respective real properties, which are free and clear of all other liens and encumbrances, except those in favor of the Note Holder or those which have been expressly permitted by the Note Holder, if any.

12. REMOVAL OF LB AS A GUARANTOR. Note Holder has released its security interests granted by LB, and therefore LB is removed as a Guarantor as defined in the Collateral Documents and herein.

[INTENTIONALLY BLANK – SIGNATURE PAGES TO FOLLOW]

LIST OF EXHIBITS

EXHIBIT A – Gas Station Property Legal Description

EXHIBIT B – Waukegan Property Legal Description

EXHIBIT C – AH Property Legal Description

EXHIBIT D – Elgin Property Legal Description

EXHIBIT E – Car Wash Property Legal Description

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GUARANTOR:

GLOGOVSKY REAL ESTATE L.L.C.,
an Illinois limited liability company

By: *Jeffrey A. Glogovsky*
Jeffrey A. Glogovsky

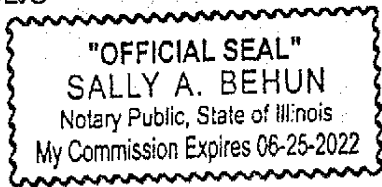
Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, SALLY A. BEHUN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jeffrey A. Glogovsky, Manager of GLOGOVSKY REAL ESTATE L.L.C. an Illinois limited liability company, personally known to me to be the Manager of GLOGOVSKY REAL ESTATE L.L.C., 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 severally acknowledged that as such manager, he signed and delivered the said instrument as Manager of said limited liability company, pursuant to authority, given by the Member of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of GLOGOVSKY REAL ESTATE L.L.C., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16th day of July, 2019.

Sally A. Behun
NOTARY PUBLIC



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GUARANTOR:

GLOGOVSKY REAL ESTATE L.L.C.
- SERIES 301 CENTRAL, an
Illinois series limited liability company

By: *Jeffrey A. Glogovsky*
Jeffrey A. Glogovsky

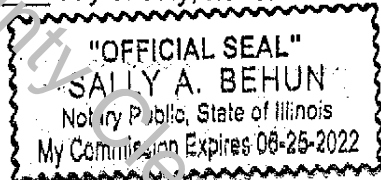
Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, *Sally A. Behun*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jeffrey A. Glogovsky, Manager of GLOGOVSKY REAL ESTATE L.L.C. – SERIES 301 CENTRAL, an Illinois series limited liability company, personally known to me to be the Manager of GLOGOVSKY REAL ESTATE L.L.C. – SERIES 301 CENTRAL, 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 severally acknowledged that as such Manager, he signed and delivered the said instrument as Manager of said limited liability company, pursuant to authority, given by the Member of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of GLOGOVSKY REAL ESTATE L.L.C. – SERIES 301 CENTRAL, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16th day of July, 2019.

Sally A. Behun
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GUARANTOR:

GLOGOVSKY PETROLEUM CO., INC.,
an Illinois corporation

By: *Jeffrey A. Glogovsky*
Jeffrey A. Glogovsky

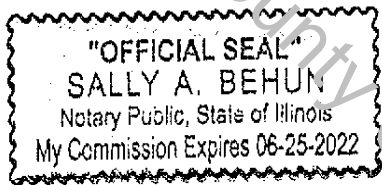
Its: President

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, SALLY A. BEHUN, a Notary Public, in and for said County, in the State aforesaid, does hereby certify, that Jeffrey A. Glogovsky, as President of GLOGOVSKY PETROLEUM CO., INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of GLOGOVSKY PETROLEUM CO., INC., appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntarily act and as the free and voluntary act of GLOGOVSKY PETROLEUM CO., INC., for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 16th day of July, 2019.

Sally A. Behun
NOTARY PUBLIC



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GUARANTOR:

GLOGOVSKY OIL COMPANY II, INC.,
an Illinois corporation

By: *Jeffrey A. Glogovsky*
Jeffrey A. Glogovsky

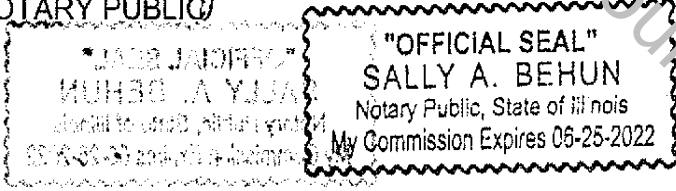
Its: President

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, *SALLY A. BEHUN*, a Notary Public, in and for said County, in the State aforesaid, does hereby certify, that Jeffrey A. Glogovsky, as President of GLOGOVSKY OIL COMPANY II, INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of GLOGOVSKY OIL COMPANY II, INC., appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntarily act and as the free and voluntary act of GLOGOVSKY OIL COMPANY II, INC., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this *16th* day of July, 2019.

Sally A. Behun
NOTARY PUBLIC



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GUARANTOR:

GLOGOVSKY OIL COMPANY IV., INC.,
an Illinois corporation

By: *Jeffrey A. Glogovsky*
Jeffrey A. Glogovsky

Its: President

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, SALLY A. BEHUN, a Notary Public, in and for said County, in the State aforesaid, does hereby certify, that Jeffrey A. Glogovsky, as President of GLOGOVSKY OIL COMPANY IV, INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of GLOGOVSKY OIL COMPANY IV, INC., appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntarily act and as the free and voluntary act of GLOGOVSKY OIL COMPANY IV, INC., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16th day of July, 2019.

Sally A. Behun
NOTARY PUBLIC

MY COMMISSION EXPIRES: June 25, 2022



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GUARANTOR:

**GLOGOVSKY REAL ESTATE L.L.C. – SERIES
4221 ALGONQUIN – CAR WASH**, an Illinois series
Illinois limited liability company

By: *Jeffrey A. Glogovsky*
Jeffrey A. Glogovsky

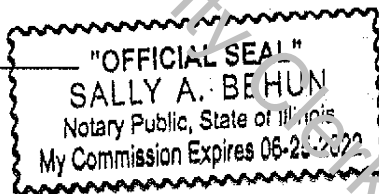
Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, SALLY A. BEHUN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jeffrey A. Glogovsky, Manager of GLOGOVSKY REAL ESTATE L.L.C. – SERIES 4221 ALGONQUIN – CAR WASH, an Illinois series limited liability company, personally known to me to be the Manager of GLOGOVSKY REAL ESTATE L.L.C. – SERIES 4221 ALGONQUIN – CAR WASH, 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 severally acknowledged that as such Manager, he signed and delivered the said instrument as Manager of said limited liability company, pursuant to authority, given by the Member of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of GLOGOVSKY REAL ESTATE L.L.C. – SERIES 4221 ALGONQUIN – CAR WASH, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16 day of July, 2019.

Sally A. Behun
NOTARY PUBLIC



UNOFFICIAL COPY

THE GROVE WASH, INC.,
an Illinois corporation

By: *Jeffrey A. Glogovsky*
Jeffrey A. Glogovsky

Its: President

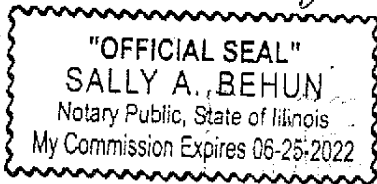
STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, SALLY A. BEHUN a Notary Public, in and for said County, in the State aforesaid, does hereby certify, that Jeffrey A. Glogovsky, as President of THE GROVE WASH, INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of THE GROVE WASH, INC., appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of THE GROVE WASH, INC., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16th day of July, 2019.

Sally A. Behun
NOTARY PUBLIC

MY COMMISSION EXPIRES: June 25, 2022



Cook County Clerk's Office

UNOFFICIAL COPY

GUARANTOR:

GLOGOVSKY OIL COMPANY III, INC., an Illinois corporation

By: *Jeffrey A. Glogovsky*
Jeffrey A. Glogovsky

Its: President

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, SALLY A BEHUN, a Notary Public, in and for said County, in the State aforesaid, does hereby certify, that Jeffrey A. Glogovsky, as President of GLOGOVSKY OIL COMPANY III, INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of GLOGOVSKY OIL COMPANY III, INC., appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntarily act and as the free and voluntary act of GLOGOVSKY OIL COMPANY III, INC., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16th day of July, 2019.

Sally A Behun
NOTARY PUBLIC



UNOFFICIAL COPY

NOTE HOLDER:

GLENVIEW STATE BANK

By: *John M. Tofano*
John M. Tofano
Its: Senior Vice-President

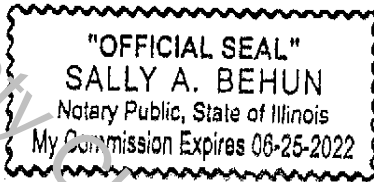
STATE OF ILLINOIS)
) SS:
COUNTY OF ~~LAKE~~ COOK)

I, *Sally A. Behun*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John M. Tofano, personally known to me to be the Senior Vice-President of GLENVIEW STATE BANK, an Illinois banking corporation, 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 as such Senior Vice-President, he signed and delivered the said instrument pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of GLENVIEW STATE BANK, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this *16th* day of July, 2019.

Sally A. Behun
Notary Public

Commission Expires: *June 25, 2022*



UNOFFICIAL COPY

EXHIBIT C

AH PROPERTY LEGAL DESCRIPTION

LOTS 1 AND 2 IN BLOCK 4 IN FEUERBORN AND KLODE'S ARLINGTON MANOR, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 10 AND PART OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Numbers: 08-10-100-007-0000 and
08-10-100-008-0000.

Property Address:

301 E. Central Road
Arlington Heights, IL 60005

Property of Cook County Clerk's Office