

# UNOFFICIAL COPY



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and after recording should be  
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Thompson Coburn LLP  
55 East Monroe Street  
37<sup>th</sup> Floor  
Chicago, IL 60603

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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/10/2020 10:29 AM PG: 1 OF 11

## SECOND LOAN MODIFICATION AGREEMENT

THIS SECOND LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of the 10<sup>th</sup> day of November, 2019 by and among **BARRINGTON BANK & TRUST COMPANY, N.A.** (herein called "Lender"), **O'HARE REAL ESTATE, LLC, an Illinois limited liability company** ("O'Hare"), and **ORCHARDS LOT 6, LLC, an Illinois limited liability company** ("Orchards" and herein individually and collectively with O'Hare called "Borrower"), and **RANA SAJID HAMID** ("Hamid") and **RANA REHAN ZAID** ("Zaid" and herein individually and collectively with Hamid called "Guarantor").

### WITNESSETH

WHEREAS, Borrower is the owner of certain real estate commonly known as 3251 North Mannheim Road, which is located in Des Plaines, Illinois and more particularly described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Lender has heretofore made a non-revolving line of credit loan to Borrower in the stated principal sum of Four Million Nine Hundred Thousand Dollars and No Cents (\$4,900,000.00) (the "Loan"); and

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "Loan Documents") each of which is dated as of August 10, 2017 unless otherwise stated:

a. Promissory Note (herein called the "Note") made by Borrower to Lender in the stated principal sum of Four Million Nine Hundred Thousand Dollars and No Cents (\$4,900,000.00);

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b. Guaranty of the Note (herein called "Guaranty A") made by Guarantor in favor of Lender;

c. Guaranty of Completion (herein called "Guaranty of Completion" and individually and collectively with Guaranty A called the "Guaranty") made by Guarantor in favor of Lender;

d. Construction Loan Agreement (herein called the "Loan Agreement") made by and between Borrower and Lender;

e. Mortgage (herein called "Mortgage") made by Borrower in favor of Lender encumbering the Premises and the improvements thereon and all other property assets and collateral therein described, which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") as Document Number 1722904004;

f. Assignment of Rents and Leases made by Borrower, as assignor, to Lender, as assignee, which was recorded in the Recorder's Office as Document Number 1722904005;

g. Security Agreement made by Borrower in favor of Lender;

h. UCC Financing Statements made by Borrower in favor of Lender recorded in the Recorder's Office as document number 1722904006 and filed with the Illinois Secretary of State's Office as document number 22629476;

i. Environmental Indemnity Agreement made by Borrower and Guarantor in favor of Lender;

j. Closing Certificate made by Borrower and Guarantor in favor of Lender; and

k. Loan Modification Agreement dated August 10, 2019 made by Borrower, Guarantor and Lender.

WHEREAS, Lender, Borrower and Guarantor have agreed to certain modifications to the Loan Documents; and

WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

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## AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed, as of the date hereof, as follows:

1. **Preambles.** The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.

2. **Definitions.** All capitalized terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.

3. **Amendment to Note.** In addition to any other modifications contained in this Agreement, the terms of the Note are hereby amended as follows:

(a) Section 3D. of the Note is deleted in its entirety and hereby replaced with the following:

D. "Maturity Date" shall mean and refer to the date on which the unpaid principal balance hereunder is due, whether by acceleration or otherwise. Subject to acceleration as herein provided, the Maturity Date shall be February 10, 2020.

4. **Amendment to Mortgage.** The Mortgage is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

5. **Amendment to Guaranty.** The Guaranty is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

6. **Amendment to Loan Documents.** The Loan Documents are modified to secure the Note as hereby modified and are deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

7. **Continued Priority.** In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

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8. **Title Insurance.** Borrower agrees, at the request of Lender, to provide to Lender or direct the current issuer of the Lender's mortgagee's policy of title insurance ("Title Policy") to provide to Lender, an endorsement which shall be reasonably acceptable to Lender and shall reflect the recording of this Agreement.

9. **Lender Expenses.** Borrower agrees to pay all costs, fees and expenses (including but not limited to legal fees) incurred by Lender in connection with the preparation and recording of this Agreement. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and a detailed invoice therefor.

10. **Non-Waiver.** In the event Lender shall at any time or from time to time disburse portions of the Loan without Borrower first satisfying all conditions precedent set forth herein or in the Loan Documents, Lender shall not thereby be deemed to have waived its right to require such satisfaction of the same or other condition as a condition precedent to its obligations to make further disbursement of the Loan. Any forbearance by Lender in exercising any right or remedy under the Note, Guaranty, Mortgage, or any of the other Loan Documents or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of that right or remedy or any other right or remedy. The acceptance by Lender of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Lender of any of its rights or remedies under any of the Loan Documents with respect to Borrower' and Guarantor's obligations under the Loan Documents shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right or remedy available to Lender.

11. **Ratification.** The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.

12. **Joinder of Guarantor.** Notwithstanding anything to the contrary contained herein, Guarantor has entered into this Agreement for the purpose of ratifying and confirming Guarantor's obligations under the Guaranty and the other Loan Documents, as amended hereby, and to acknowledge that the Guaranty and the other Loan Documents, as amended hereby, remain in full force and effect.

13. **Release.** Borrower, Guarantor and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise,

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acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, the "Mortgagee Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions, and causes of action of any and every nature whatsoever, known or unknown, direct or indirect, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future (collectively, the "claims"), which the Mortgagor Parties have as of the date of this agreement or may claim to have against the Mortgagee Parties, including but not limited to, any claims arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this Agreement, including but not limited to, any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Mortgagee Parties occurring on or before the date of this Agreement. The foregoing release is intended to be, and is, a full, complete and general release in favor of the Mortgagee Parties with respect to all claims, demands, actions, causes of action and other matters described therein, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon the Mortgagee Parties arising or occurring on or before the date of this Agreement. The Mortgagor Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release. Furthermore, each of the Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this agreement, including without limitation, the release set forth in this section (the "Release Provision"), and understands all of the terms and conditions hereof, and (ii) executes this Agreement voluntarily with full knowledge of the significance of this Release Provision and the releases contained herein and execution hereof. The Mortgagor Parties agree to assume the risk of any and all unknown, unanticipated, or misunderstood claims that are released by this Agreement.

14. **Counterparts.** This Agreement may be executed in separate counterparts and such counterparts, taken together, shall constitute a fully executed and enforceable Agreement.

*[Remainder of page intentionally left blank; signature page follows.]*

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.

**LENDER:**

**BARRINGTON BANK & TRUST  
COMPANY, N.A.**

By: [Signature]  
Name: NICK HOWARD  
Title: SVP

**BORROWER:**

**O'HARE REAL ESTATE, LLC, an Illinois  
limited liability company**

By: [Signature]  
Name: Rana Rehan Zaid  
Title: MANAGER

**ORCHARDS LOT 6, LLC, an Illinois  
limited liability company**

By: [Signature]  
Name: Rana Rehan Zaid  
Title: MANAGER

**GUARANTOR:**

[Signature]  
**RANA SAJID HAMID**

[Signature]  
**RANA REHAN ZAID**

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 5, 6 AND 7 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 27, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE ORCHARD HIGGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT BY AND BETWEEN THE CITY OF DES PLAINES, AN ILLINOIS HOME-RULE MUNICIPAL CORPORATION (CITY) AND O'HARE REAL ESTATE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (DEVELOPER), DATED JANUARY 31, 2017 AND RECORDED FEBRUARY 14, 2017 AS DOCUMENT 1704519092 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN ACCESS OVER THE FOLLOWING DESCRIBED LAND: LOTS 2, 4 AND 8 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT BY AND BETWEEN THE CITY OF DES PLAINES, AN ILLINOIS HOME-RULE MUNICIPAL CORPORATION (CITY), THE ROSEMONT PARK DISTRICT, AN ILLINOIS PARK DISTRICT (DISTRICT) AND OUTFRONT MEDIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY (BILLBOARD TENANT), DATED NOVEMBER 22, 2016 AND RECORDED JANUARY 20, 2017 AS DOCUMENT 1702018084 FOR THE PURPOSE OF CITY PUBLIC INGRESS, EGRESS, CIRCULATION AND PARKING EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

LOT 3 IN THE ORCHARD HIGGINS SUBDIVISION BEING A RESUBDIVISION OF VARIOUS RESUBDIVISIONS TOGETHER WITH A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER ALL IN SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

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ACCORDING THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED FEBRUARY 14, 2017 AS DOCUMENT 1704519094 FOR THE PURPOSE OF INGRESS, EGRESS, DRAINAGE, UTILITY FACILITIES AND PARKING OVER THE FOLLOWING DESCRIBED LAND:

LOT 3 IN THE ORCHARD HIGGINS SUBDIVISION BEING A RESUBDIVISION OF VARIOUS RESUBDIVISIONS TOGETHER WITH A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER ALL IN SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068.

**Address of Property:**

3251 North Mannheim Road  
Des Plaines, IL 60018

**Permanent Index Nos.:**

- 09-33-305-002-0000
- 09-33-305-005-0000
- 09-33-305-006-0000
- 09-33-305-009-0000
- 09-33-305-010-0000
- 09-33-305-013-0000
- 09-33-305-014-0000
- 09-33-305-015-8001
- 09-33-305-015-8002
- 09-33-305-023-0000
- 09-33-305-024-0000
- 09-33-305-025-0000

PROPERTY OF COOK COUNTY CLERK'S OFFICE

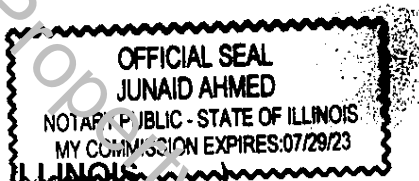


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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF Cook     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that **RANA SAJID HAMID**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed 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 24<sup>th</sup> day of December, 2019.

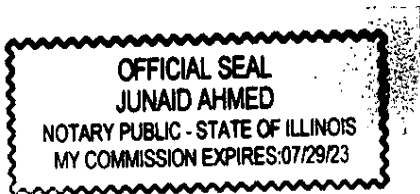


[Signature]  
Notary Public

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF Cook     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that **RANA REHAN ZAID**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed 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 24<sup>th</sup> day of December, 2019.



[Signature]  
Notary Public

County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that **RANA SAJID HAMID**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed 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 24<sup>th</sup> day of December, 2019.

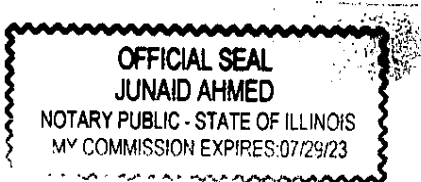


[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that **RANA REHAN ZAID**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed 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 24<sup>th</sup> day of December, 2019.



[Signature]  
Notary Public

Property of County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
   ) SS  
 COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Nick Howard, the SVP of **Barrington Bank & Trust Company, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said **Barrington Bank & Trust Company, N.A.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24<sup>th</sup> day of December, 2019.

Nancy Taub  
 \_\_\_\_\_  
 Notary Public

