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Doc#: 2012703108 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 05/06/2020 10:06 AM Pg: 1 of 6

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

David J. O'Keefe
Schain, Banks, Kenny & Schwartz, Ltd.
70 West Madison Street
Suite 5300
Chicago, Illinois 60602

CC# 190574960

**SECOND MODIFICATION OF MORTGAGE
AND OTHER SECURITY DOCUMENTS**

THIS SECOND MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS (the "Modification") is made as of the 1st day of February, 2020, by **ARLINGTON DOWNS COMMERCIAL, LLC**, an Illinois limited liability company ("Mortgagor") and **FIRST MIDWEST BANK** as successor to **BRIDGEVIEW BANK GROUP** ("Mortgagee").

RECITALS:

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to **Springbank Capital Advisors, LLC**, an Illinois limited liability company ("Borrower") in the original principal amount of **Three Million and 00/100 Dollars (\$3,000,000.00)** pursuant to that certain Business Loan Agreement dated as of May 23, 2018, by and between Borrower and Lender (the "Loan Agreement"); and

WHEREAS, the Loan is evidenced by a Promissory Note dated as of May 23, 2018, made by Borrower to Lender whereby Borrower promised to pay to the order of Lender the principal sum of **Three Million and 00/100 Dollars (\$3,000,000.00)**, as more specifically set forth therein, as modified by that certain First Amendment to Promissory Note dated as of August 10, 2019, by Borrower and Lender, and by that certain Second Amendment to Promissory Note dated as of November 1, 2019, by Borrower and Lender (collectively the "Note"); and

WHEREAS, the Note is secured by a Junior Mortgage from Mortgagor to Lender encumbering the real property legally described on the attached Exhibit A recorded October 11, 2019, as Document No. **1928416025**, as modified by that certain First Modification of Mortgage and Other Security Documents dated as of November 1, 2019, by Mortgagor and Lender recorded January 7, 2020 as Document No. **2000717082** (collectively the "Mortgage"); and a Junior Mortgage from **Arlington Downs WPH, LLC**, an Illinois limited liability company ("WPH") to Lender encumbering the real property legally described therein and recorded October 11, 2019, as Document No. **1928416024**, as modified by that certain First Modification of Mortgage and Other Security Documents dated as of November 1, 2019, by WPH and Lender recorded March 6, 2020, as Document No. **2006617100** (collectively the "WPH Mortgage"); and

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WHEREAS, the Note is further secured by a Commercial Guaranty dated May 23, 2018, by CA Residential, LLC, a Delaware limited liability company (“Guarantor”) in favor of Lender, as modified by that certain First Consent and Reaffirmation of Guarantor and Modification of Guaranty of Payment dated as of August 10, 2019, by Guarantor and Lender, and by that certain Second Consent and Reaffirmation of Guarantor and Modification of Guaranty of Payment dated as of November 1, 2019, by Guarantor and Lender (collectively (the “Guaranty”); and

WHEREAS, the parties desire to modify and amend the terms of the Loan and, as a condition to such modification, Mortgagee is requiring: (i) a Third Amendment to Mortgage Note executed by Borrower whereby the Note is modified to extend the Maturity Date (the “Note Amendment”); (ii) a Second Modification of Mortgage and Other Security Documents executed by WPH whereby the WPH Mortgage is modified to secure the Note as modified by the Note Amendment (the “WPH Mortgage Modification”); (iii) a Third Consent and Reaffirmation of Guarantor and Modification of Guaranty of Payment executed by Guarantor whereby the Guaranty is modified to secure the Note as modified by the Note Amendment (the “Original Guaranty Modification”); and (iv) this Modification;

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.

2. **Modification of Mortgage and Other Security Documents.** The Mortgage and Other Security Documents are hereby modified by deleting by deleting “February 1, 2020” and substituting therefor “February 1, 2021”.

3. **References to Loan Documents and Guaranty.** From and after the date hereof, any and all references in the Mortgage and the Other Security Documents to the “Note” shall be deemed to refer to the Note as modified by the Note Amendment; any and all references in the Mortgage and the Other Security Documents to the “Loan Documents” shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification; and any and all references in the Mortgage and the Other Security Documents to the “Guaranty” shall from and after the date hereof be deemed to refer to the Guaranties as modified by the Guaranty Modifications.

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4. **Reaffirmation of Representations and Warranties.** Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.

5. **Reaffirmation of Covenants.** Mortgagor hereby reaffirms and agrees to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

6. **Laws of Illinois.** This Modification shall be covered and construed under the laws of the State of Illinois.

***(BALANCE OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS)***

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CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Second Modification of Mortgage and Other Security Documents.

Dated as of February 1, 2020.

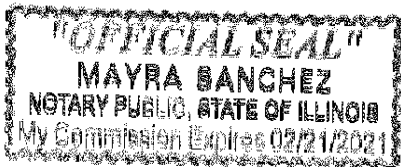
**FIRST MIDWEST BANK as successor to
BRIDGEVIEW BANK GROUP**

By: John Benkoske
Name: John Benkoske
Title: Commercial Banking officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mayra Sanchez, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Benkoske of **FIRST MIDWEST BANK as successor to BRIDGEVIEW BANK GROUP**, 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, sealed and delivered the said instrument, as his/her free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 30th day of March, 2020.



Mayra Sanchez
Notary Public

