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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
CCHIMOSI49LD

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").

KECITALS:

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 vinich are hereby acknowledged, the parties hereto do hereby agree as follows:

- 1. <u>Incorporation of Recitals</u>. The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Faragraph 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. <u>Modification of Mortgage and Other Security Documents</u>. 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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- Reaffirmation of Representations and Warranties. 4. 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.
- Laws of Illinois. This Modification shall be covered and construed under the 6. laws of the State of Illinois.

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IN WITNESS WHEREOF, Mortgagor has caused this Second Modification of Mortgage and Other Security Documents to be executed pursuant to authority duly granted as of the date and year first written above.

MORTGAGOR:
AREINGTON DOWNS COMMERCIAL,
LLC, an Illinois limited hability company
ELC, all allinois limited napility company
By:
Name: Mark Alberts
Its: Authorized Signatory
STATE OF ILLINOIS) SS
COUNTY OF COOK)
I, Luke S Stewart, a Notary Public in and for said County, in
the State aforesaid, do hereby certin that Mark Alberts, Authorized Signatory of
ARLINGTON DOWNS COMMERCIAI, LLC, an Illinois limited liability company,
personally known to me to be the same person whose name is subscribed to the foregoing
instrument as such Authorized Signatory, appeared before me this day in person and
acknowledged that he signed and delivered the said instrument as his free and voluntary act and
as the free and voluntary act of said Company, for the uses and purposes therein set forth.
Given under my hand and notarial seal this 27th day of march, 2020.
Given under my mand date notation boar and Ex
fing S. Jell
Notary Public
O_{r}
LUKE 8. STEWART OFFICIAL SEAL
Notary Public - State of Illinois My Commission Expires
December 3, 2023

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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.

DOO NE	FIRST MIDWEST BANK as successor to BRIDGEVIEW BANK GROUP
Or Or	By: John Redul Name: John Redul Title: Commercial Bearing officer
STATE OF ILLINOIS)	24
) SS. COUNTY OF COOK)	04/2
I, <u>Maya Sanchez</u> County, in the State aforesaid, DO HER	a notary public in and for said EBY CERTIFY that John Benkoske
BRIDGEVIEW BANK GROUP, personal subscribed to the foregoing instrument, that he/she signed, sealed and delivered	onally known to me to be the same person whose name is appeared before me this day in person and acknowledged the said instrument, as his/her free and voluntary act and ak, for the uses and purposes therein set for h.
GIVEN under my hand and seal	this 30 day of March 2020.
MAYRA BANCHEZ NOTARY PUBLIC, ATATE OF ILLINOIS MY Commission Expires 02/21/2021	Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: LOT 4C IN ARLINGTON DOWNS THREE, BEING A RESUBDIVISION OF LOT 4A IN ARLINGTON DOWNS TWO AND LOTS 3 AND 5 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 15, 2019 AS DOCUMENT NUMBER 1919616066, IN COOK COUNTY, ILLINOIS.

PARCEL 2: A NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, DRIVEWAYS, PARKING, UTILITIES AND SIGNS AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS MADE BY ARLINGTON DEVCO, LLC RECORDED JUNE 12, 2013 AS DOCUMENT NUMBER 1316322014.

PARCEL 3: TEMPORARY CONSTRUCTION EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND 2, MADE BY ARLAIGTON DEVCO, LLC RECORDED JUNE 12, 2013 AS DOCUMENT NO. 1316322015 OVEK EACH DESIGNATED LOT FOR THE PURPOSE OF COMPLETING IMPROVEMENTS ON THE PROPERTY.

PARCEL 4: NON-EXCLUSIVE EASEMENT FOR PARTY WALL FOR THE BENEFIT OF PARCELS 1 AND 2, AS DISCLOSED BY DECLAPATION OF EASEMENTS FOR PARTY WALL AGREEMENT MADE BY ARLINGTON DEVOO, LLC RECORDED JUNE 12, 2013 Clort's Original AS DOCUMENT NUMBER 1316322016

P.I.N.:

02-25-100-037-0000 02-26-201-027-0000

ADDRESS OF PROPERTY: 3400 W. EUCLID AVE.

ARLINGTON HEIGHTS, IL 60005