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Edward M. Moody
Cook County Recorder of Deeds
Date: 10/15/2020 01:07 PM Pg: 1 of 9

***THIS DOCUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:***

Justin M. Newman
Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, IL 60603

SECOND LOAN MODIFICATION AGREEMENT

THIS SECOND LOAN MODIFICATION AGREEMENT (the "**Agreement**") is made and entered into as of the 28th day of August, 2020 by and among CIBC BANK USA, formerly known as The PrivateBank and Trust Company, an Illinois state-chartered bank, together with its successors and assigns ("**Lender**"), W2005 CMK REALTY, L.L.C., a Delaware limited liability company ("**Borrower**"), DONALD J. ALLEN, an individual ("**Guarantor**").

WITNESSETH

WHEREAS, Borrower is the owner of certain real estate commonly known as 8301 South Holland Road, which is located in Chicago, Illinois and more particularly described on Exhibit A attached hereto (the "**Premises**"); and

WHEREAS, Lender has heretofore made a loan (the "**Loan**") to Borrower in the stated principal sum of One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00), or so much thereof as shall be disbursed to or for the benefit of the Borrower and outstanding under the Note (defined below) with interest as provided therein; 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 29, 2016, unless otherwise stated:

- a. Promissory Note (the "**Note**") made by Borrower to Lender in the stated principal sum of One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00), or so much thereof as shall be disbursed to or for the benefit of the Borrower and outstanding under the Note with interest as provided therein;
- b. Guaranty Agreement (Payment and Performance) (the "**Guaranty**") made by Guarantor and THOMAS R. BRASHLER, an individual ("**Prior Guarantor**") in favor of Lender;

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c. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (herein called "**Mortgage**") made by Borrower 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 1624647074;

d. Assignment of Leases and Rents made by Borrower, as assignor, to Lender, as assignee, which was recorded in the Recorder's Office as document number 1624647075;

e. Security Agreement made by Borrower, as debtor, to Lender, as secured party;

f. Loan Agreement (herein called "**Loan Agreement**") executed by and between Borrower and Lender;

g. Undated Uniform Commercial Code Financing Statements made by Borrower, as debtor, to Lender, as secured party recorded in the Recorder's Office as document number 1624616109 and filed with the Illinois Secretary of State's Office as document number 21667811 and the Delaware Secretary of State's Office as document number 20165259294;

h. Indemnification Agreement made by Borrower, Guarantor, and Prior Guarantor in favor of Lender;

i. Closing Certificate made by Borrower, Guarantor and Prior Guarantor in favor of Lender;

j. Loan Modification Agreement made by and between Lender, Borrower and Guarantor dated August 21, 2019 and recorded in the Recorder's Office on August 28, 2019 as document number 1924049115; and

k. Such other documents evidencing the foregoing; and

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.

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:

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

(a) Section 1A of the Note is hereby deleted and replaced with the following:

“A. **Maturity Date.** Borrower hereby promises to pay to the order of Lender the principal sum of One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00), in lawful money of the United States of America on or before December 22, 2020, on the terms and conditions provided herein, or earlier upon acceleration on the terms and conditions provided herein and in the Loan Documents.”

(b) Any references to the Maturity Date or the Stated Maturity Date in any of the Loan Documents shall mean and refer to the Maturity Date as defined herein.

(c) The Note is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

4. **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.

5. **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.

6. **Lender Expenses.** Borrower agrees to pay to Lender all reasonable costs, fees and expenses (including but not limited to reasonable legal fees) incurred by Lender in connection with the preparation 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 the reason therefor.

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7. **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.

8. **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.

9. **Counterpart.** 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 Second Loan Modification Agreement as of the day, month and year first written above.

LENDER:

CIBC BANK USA, formerly known as The PrivateBank and Trust Company, an Illinois state-chartered bank

By: 
Name: Kellyn Binard
Title: Managing Director

BORROWER:

W2005 CMK REALTY, L.L.C., a Delaware limited liability company

By: Chatham Manager LLC, an Illinois limited liability company, its Manager

By: _____
Donald J. Allen, its manager

GUARANTOR:

DONALD J. ALLEN

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

LENDER:

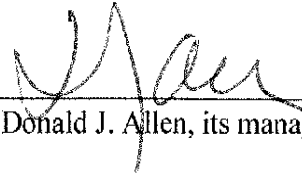
CIBC BANK USA, formerly known as The PrivateBank and Trust Company, an Illinois state-chartered bank

By: _____
Name: _____
Title: _____

BORROWER:

W2005 CMK REALTY, L.L.C., a Delaware limited liability company

By: Chatham Manager LLC, an Illinois limited liability company, its Manager

By:  _____
Donald J. Allen, its manager

GUARANTOR:

 _____
DONALD J. ALLEN

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

Lot 3 of the Chatham Market Subdivision, being a subdivision in the Southwest quarter and in the Southeast quarter of Section 33, Township 38 North and in the Northeast quarter of Section 4, Township 37 North, all in Range 14, East of the Third Meridian, according to the plat thereof recorded January 5, 2007 as Document 0700515159, in Cook County, Illinois.

PARCEL 2:

Easements for the benefit of Parcel 1 described in Amended and Restated Easements, Covenants, Conditions and Restrictions recorded April 22, 2011 as Document 1111233005 and re-recorded May 24, 2011 as Document 1114404032 for use of common area, access roads and utility facilities.

Address of Property: 8301 South Holland Road
Chicago, IL 60620

Permanent Index No.: 20-33-412-003-0000

Property of Cook County Clerk's Office