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This document was prepared by, and after recording, return to:

BLANK ROME LLP 444 W. Lake Street, Suite 1650 Chicago, Illinois 60606 Attention: Karin H. Berg

Property Address: 5315 Dansher Road, Countryside, Illinois

P.I.N. Nos:

18-69-416-049-0000 and 18-09-415-050-0000

Doc#. 2108221046 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 03/23/2021 08:52 AM Pg: 1 of 6

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(This space reserved for Recorder's Office)

#### SIXTH MORTGAGE MODIFICATION AGREEMENT

THIS SIXTH MORTGAGE MODIFICATION AGREEMENT ("Agreement") is entered into as of the [DF] day of April 2020, by and between COUNTRYSIDE HOLDINGS, LLC, an Illinois limited liability company ("Mortgagor"), and FIFTH THIRD BANK, NATIONAL ASSOCIATION, a federally (hardered institution, successor in interest to MB Financial Bank, N.A., its successors and assigns ("Bank").

# RECITALS:

Bank, Sokol and Company, an Illinois corporation ("Sokol"), 5301 Dansher, LLC, a Delaware limited liability company ("Dansher"), and Mortgagor (10gether with Sokol and Dansher, individually and collectively, "Borrower") entered into that certain Amended and Restated Loan and Security Agreement dated as of May 1, 2018, as amended, restated or replaced from time to time ("Loan Agreement"). Pursuant to the Loan Agreement, Borrower has executed and delivered to Bank (i) that certain Amended and Restated Revolving Note dated May 1, 2013 in the maximum principal amount of \$7,500,000.00 with a maturity date of June 5, 2022 (as anietided, restated or replaced from time to time, the "Revolving Note"), (ii) that certain Amended and Restated Draw Term Note No. 1 dated May 1, 2018 in the principal amount of \$750,000.00 with a maturity date of May 15, 2023 (as amended, restated or replaced from time to time, the "Draw Term Note No. 1"), (iii) that certain Amended and Restated Term Note No. 1 dated May 1, 2018 in the principal amount of \$1,094,091.44 with an outside maturity date of December 31, 2020 (as amended, restated or replaced from time to time, the "Term Note No. 1"), (iv) that certain Amended and Restated Term Note No. 2 dated May 1, 2018 in the principal amount of \$608,793.22 with an outside maturity date of July 15, 2022 (as amended, restated or replaced from time to time, the "Term Note No. 2"), (v) that certain Amended and Restated Draw Term Note No. 2 dated December 21, 2018 in the principal amount of \$1,750,000.00 with an outside maturity date of September 15, 2024 (as amended, restated or replaced from time to time, the "Draw Term Note No. 2") and (vi) that certain Draw Term Note No. 3 dated June 6, 2019, in the principal amount of \$1,000,000.00 with a maturity date of June 1, 2025 (as amended, restated or replaced from time to

time, the "Draw Term Note No. 3"); Mortgagor has executed and delivered to Bank that certain Amended and Restated Dansher Mortgage Note dated May 1, 2018 in the original principal amount of \$452,500.00 with a maturity date of May 31, 2023 (as amended, restated or replaced from time to time, the "Dansher Note"); and Countryside has executed and delivered to Bank that certain Amended and Restated Countryside Mortgage Note dated May 1, 2018 in the original principal amount of \$2,415,400.00 with a maturity date of May 31, 2023 (as amended, restated or replaced from time to time, the "Countryside Note", which together with the Revolving Note, Draw Term Note No. 1, Term Note No. 2, Draw Term Note No. 2, Draw Term Note No. 3, Draw Term Note No. 4 (as defined below) and Dansher Note, are hereafter called the "Notes"). The Notes, Loan Agreement and each of the other documents evidencing or securing the Loans, as they may be amended, restated or replaced from time to time are hereinafter referred to collectively as the "Loan Documents."

- B. The Countryside Note is secured by (i) that certain Mortgage, Security Agreement, Assignment of Rants and Leases and Fixture Filing dated as of May 23, 2008 from Mortgager to Bank (as it may be amended, restated or replaced from time to time, the "Countryside Mortgage") and (ii) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of May 1, 2012 from Dansher to Bank (as it may be amended, restated or replaced from time to time, the "Dansher Mortgage").
- C. The Notes are also secured by, among other things, the Loan Agreement, as it may be amended, restated or replaced from time to time.
- D. In consideration of Bank issuing Draw Term Loan No. 4, as evidenced by Draw Term Note No. 4 of even date herewith in the original amount of \$750,000.00 from Borrower in favor of Bank with a maturity date of April 10, 2026 (as amended, restated or replaced from time to time, the "Draw Term Note No. 4"), Bank has required that the Dansher Mortgage be amended to serve as collateral as hereafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Bank hereby agree as follows:

- 1. The Recitals set forth above are hereby incorporated herein and made a part hereof.
- 2. Except as otherwise expressly indicated herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Countryside Mortgage and the coher documents referred to therein.
- 3. The Countryside Mortgage is amended so that it shall secure and stand as collateral for (a) the Draw Term Note No. 4 and for all of the other Notes, as they may be amended, restated, renewed, extended or replaced from time to time and (b) all loans and other amounts payable under or with respect to the Draw Term Note No. 4 and the other Notes, as they may be amended, restated, renewed, extended or replaced.
- 4. Nothing herein contained shall impair the Countryside Mortgage in any way, nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained except as expressly herein provided nor affect or impair any right, power or remedy of Bank, it being the

intention of the parties hereto that the terms and provisions of the Countryside Mortgage shall continue in full force and effect except as expressly modified in connection therewith.

- 5. All references in the Notes, Mortgages, Loan Agreement or other Loan Documents to any of the other Loan Documents shall mean such document as amended hereby.
- 6. The Mortgagor represents and warrants to Bank that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon the execution and delivery hereof, this Agreement will be valid, binding and enforceable upon the Mortgagor in accordance with its terms. Execution and delivery of this Agreement does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Mortgagor is a party or is bound or which is binding upon or applicable to the project, or any portion thereof.
- 7. Mortgagor represents and warrants to Bank that no Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time or both, under any of the Loar Documents.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been entered into as of the date first above written.

	limited liability company
	By: _ /shl/hl/
	Name: John S. Novak, Jr.
	Title: Manager
	FIFTH THIRD BANK, NATIONAL
^	ASSOCIATION, a federally chartered institution, successor in interest to MB Financial Bank, N.A.
	successor in interest to MB Financial Bank, N.A.
0	By:
200.	Name:
	Title:
STATE OF ILLINOIS (1)	
COUNTY OF Cook )	
The undersigned, a Notary Public i	n and for the said County, in the State aforesaid, does
	Manager of COUNTRYSIDE HOLDINGS, LLC, an
Illinois limited liability company, who is	personally known to me to be the same person whose
	ment as such Manager, appeared before me this day in
	ed and delivered the said instrument as his/her own free
and voluntary act and as the free and volu and purposes therein set forth.	ntary act of said limited liability company, for the uses
and purposes mereni set form.	
GIVEN under my hand and notarial	seal this 30 day of April, 2020.
·	& OI CON
	Downa March Weart
	Notary Public Shaunna Marie Weaver
STATE OF ILLINOIS ) SS.	NOTARY PUBLIC
COUNTY OF COOK )	LAKE COUNTY, STATE OF INDIANA MY COMMISSION E KPIRES 06-02-2022
The undersigned, a Notary Public in	and for said County, in the State aforesaid, does hereby
	known to be to be the same person whose name is
subscribed to the foregoing instrument a	s such Clast of FIFTH THIRD BANK,
	chartered institution, as successor in interest to MB
rmancial bank, N.A. ( bank ), appeared to	efore me this day in person and acknowledged that s/he his/her own free and voluntary act, and as the free and
voluntary act of the Bank, for the uses and p	ourposes therein set forth.
	_
Given under my hand and notarial se	
	Shume Marie Wesser
	/ INTLINUTE # 1044 L F V === · · ·

Notary Public

SHAUNNA MARIE WEAVER
NOTARY PUBLIC
SEAL
LAKE COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES 06-02-2022

2108221046 Page: 5 of 6

# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, this Agreement has been entered into as of the date first above

	COUNTRYSIDE HOLDINGS, LLC, an Illinois limited liability company
	By: Name: John S. Novak, Jr. Title: Manager
	FIFTH THIRD BANK, NATIONAL ASSOCIATION, a federally chartered institution, successor in interest to MB Financial Bank, N.A.  By:
STATE OF ILLINOIS	Title: <u>Hico Président</u>
COUNTY OF ) S5.	
Illinois limited liability company, who name is subscribed to the foregoing inseperson and acknowledged that he/she significant.	the Manager of COUNTRYSIDE HOLDINGS, LLC, an is personally known to me to be the same person whose trument as such Manager, appeared before me this day in gned and delivered the said instrument as his/her own free oluntary act of said limited liability company, for the uses ial seal this day of April, 2020.
	Notary Public
STATE OF ILLINOIS ) ) SS.	
COUNTY OF COOK )	· C
certify that ENCL VOLGM MAN personall subscribed to the foregoing instrument	in and for said County, in the State aforesaid, does hereby y known to be to be the same person whose name is t as such \\(\frac{1000}{1000}\) \(\frac{1000}{1000}\) of FIFTH THIRD BANK, ally chartered institution, as successor in interest to MB d before me this day in person and acknowledged that s/he

2108221046 Page: 6 of 6

# **UNOFFICIAL COPY**

#### EXHIBIT A

### **Legal Description**

LOT "C" IN THE RESUBDIVISION OF LOT 4 IN TRACT 2 OF DANSHER INDUSTRIAL PARK, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. Numbers:

Opening Office