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Karen A. Yarbrough
Cook County Clerk
Date: 11/05/2021 02:01 PM Pg: 1 of 9

PREPARED BY AND AFTER
RECORDING RETURN TO:

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Attention: Jeffrey S. Fried, Esq.

PIN: 10-29-402-032-0000

Common Address:

5990 Touhy (a/k/a 7400 Lenigh)
Niles, Illinois

1410-8964730 CA 1 of 2

(For Recorder's Use Only)

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement"), executed the 4th day of November 2021, between 5990 TOUHY LLC, an Illinois limited liability company ("Mortgagor"), whose mailing address is c/o Svigos Asset Management, Inc., 1 W. Dundee, Suite 200, Buffalo Grove, Illinois 60089, and MORGAN STANLEY PRIVATE BANK, NATIONAL ASSOCIATION, its successors and assigns (together with its successors and assigns, "Mortgagee"), whose address is c/o Morgan Stanley Smith Barney LLC, 2000 Westchester Avenue, Floor 2NE, Purchase, New York 10577).

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into that certain Term Loan Agreement dated as of October 2, 2014 (as amended on the date hereof and as may be further amended, restated, modified and/or supplemented from time to time, the "Loan Agreement"), pursuant to which Mortgagee agreed to make a loan to Mortgagor);

WHEREAS, to evidence the indebtedness of Mortgagor to Mortgagee arising from the Loan Agreement, Mortgagor executed and delivered to Mortgagee that certain Mortgage Loan Note dated October 2, 2014 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "Existing Note"), which Existing Note is secured, in part, by a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing and given by Mortgagor for the benefit of Mortgagee covering the fee estate of Mortgagor

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in the real property more fully set forth on Schedule A attached hereto and incorporated herein (the "Premises"), and recorded on October 31, 2014 in the Cook county Recorder of Deeds as Document No. 1430435018 (as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "Mortgage");

WHEREAS, Mortgagor and Mortgagee desire to amend the Loan Agreement on the date hereof (the "Amendment") to (a) extend the term of the Term Loan and (b) increase the amount of the Term Loan to Mortgagor, and in furtherance thereof, the Mortgagor has executed in favor of Mortgagee that certain Amended and Restated Mortgaged Loan Note, dated of even date herewith, made by the Mortgagor, as maker, in favor of the Mortgagee, as payee in the principal amount of NINE MILLION AND 00/100 DOLLARS (\$9,000,000.00) (together with all extensions, renewals, modifications, substitutions and amendments thereof, the "Amended Note");

WHEREAS, Mortgagor and Mortgagee have agreed in the manner hereinafter set forth to modify certain of the terms and provisions of the Mortgage.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, and to amend the terms of the Mortgage, the parties hereto agree for themselves, their successors and assigns as follows:

1. The "Maximum Principal Amount Secured" on the first page of the Mortgage is amended in its entirety to provide as follows: "Maximum Principal Amount Secured: \$9,000,000.00, plus other sums described in Section 1."

2. The amount of "SIX MILLION SEVEN HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$6,768,750.00)" described in clause "A" in the "WITNESSETH" section of the Mortgage is replaced with "NINE MILLION SEVEN AND 00/100 DOLLARS (\$9,000,000.00)".

3. The Note described in clause "A" in the "WITNESSETH" section of the Mortgage is amended in its entirety to mean the Amended Note.

4. Paragraph 1 of the Mortgage is hereby modified to replace "\$6,768,750.00" with "\$9,000,000.00".

5. Paragraph 38(b) of the Mortgage is hereby amended in its entirety and replaced with "Maturity Date. The term "Maturity Date" means the earliest of: (a) November 3, 2028; or (b) the date upon which Lender declares the Obligations due and payable after the occurrence and during the continuance of an Event of Default."

6. Paragraph 38(c) of the Mortgage is hereby amended to replace "3.616%" with "3.371%."

7. Paragraph 38(j) of the Mortgage is hereby modified to replace "\$6,768,750.00" with "\$9,000,000.00".

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8. The Mortgagee's "copies to" party set forth in Section 25(a) of the Mortgage is replaced with the following:

"with copies to: Loeb & Loeb LLP
 345 Park Avenue
 New York, New York 10154
 Attention: Jeffrey Fried, Esq.

9. The Loan Agreement referred to in the Mortgage shall mean the Loan Agreement as previously amended and as further amended by the Amendment and as may be further amended from time to time.

10. Mortgagor's obligations under this Agreement, the Mortgage and the other Loan Documents (as hereinafter defined) are, except as set forth therein, absolute and unconditional and are valid irrespective of any other agreement or circumstance which might otherwise constitute a defense to the obligations under this Agreement, the Loan Agreement or any other documents, instruments or agreements related thereto (the "Loan Documents"). Except as specifically set forth herein, this Agreement sets forth the entire understanding of the parties with respect to all modifications of the Mortgage which have occurred. Mortgagor acknowledges that no oral or other agreements, conditions, promises, understandings, representations or warranties exist in regard to the obligations under this Agreement or the other Loan Documents, except those specifically set forth herein and therein.

11. Except as specifically amended herein, all of the terms, covenants, conditions and stipulations contained in the Mortgage are hereby ratified and confirmed in all respects and shall continue to apply with full force and effect. Any term not defined herein shall have the meaning ascribed to them in the Loan Agreement.

12. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

13. This Agreement may be executed in one or more counterparts each of which shall be an original but all of which when taken together shall constitute one and the same instrument. The failure of any party listed below to execute, acknowledge or join in this Agreement, or any counterpart hereof, shall not relieve the other signatories from the obligations hereunder.

14. This Agreement shall in all respects be governed, construed, applied and enforced in accordance with the provisions of Section 28 of the Mortgage.

15. This Agreement is binding upon the respective successors and assigns of the parties hereto.

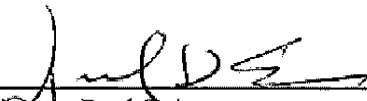
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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed and delivered this Agreement as of the date first written above.

MORTGAGOR:

5990 TOUHY LLC,
an Illinois limited liability company

By: Svigos LLC, its Manager

By: 
Name: Paul Svigos
Title: Manager

MORTGAGEE:

MORGAN STANLEY PRIVATE BANK,
NATIONAL ASSOCIATION

By: _____
Name:
Title:

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF IL

COUNTY OF Leake

On November 1, 2021, before me Amanda Rosario, a Notary Public, personally appeared Paul Svigos, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amanda Rosario (Seal)



[ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed and delivered this Agreement as of the date first written above.

MORTGAGOR:

5990 TOUHY LLC,
an Illinois limited liability company

By: Svigos LLC, its Manager

By: _____

Name: Paul Svigos

Title: Manager

MORTGAGEE:

MORGAN STANLEY PRIVATE BANK,
NATIONAL ASSOCIATION

By: *George Laughey*

Name: *George Laughey*

Title: *Authorized Signatory*

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SCHEDULE A

Legal Description of Property

PARCEL 1:

LOT 12 (EXCEPT THAT PART LYING EASTERLY OF THE WESTERLY LINE OF LEHIGH AVENUE, BEING A LINE 60 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, SAINT PAUL AND PACIFIC RAILROAD) AND LOT 13 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 340 FEET THEREOF AND EAST OF A LINE 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13) ALL IN CHARLES MC DONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO EXCEPT THAT PART OF SAID LOTS 12 AND 13 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 13 WHICH IS 340 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 13; THENCE RUNNING SOUTH 89 DEGREES 11 MINUTES 45 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH 340 FEET OF LOT 13 A DISTANCE OF 254.65 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 13, A DISTANCE OF 499.37 FEET; THENCE SOUTH 90 DEGREES EAST 228.89 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LEHIGH AVENUE; THENCE SOUTH 22 DEGREES 07 MINUTES 30 SECONDS EAST ON SAID WESTERLY LINE 68.33 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 13; THENCE SOUTH ON SAID EAST LINE 432.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION DATED MAY 30, 1978 AND RECORDED JUNE 7, 1978 AS DOCUMENT NUMBER 24480801, AND AS CREATED BY DEED FROM THOMAS INTERNATIONAL CORPORATION TO THOMAS SCHROEDEC DATED JUNE 9, 1978 AND RECORDED JUNE 12, 1978 AS DOCUMENT NUMBER 24486750, FOR INGRESS AND EGRESS OVER AND UPON A STRIP OF LAND 24 FEET IN WIDTH LYING 12 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND SAID STRIP OF LAND BEING A PART OF LOT 12 (EXCEPT THAT PART THEREOF LYING EASTERLY OF THE WESTERLY LINE OF LEHIGH AVENUE, BEING A LINE 60 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) AND THAT PART OF LOT 13 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 340 FEET THEREOF AND EAST OF A LINE 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13) ALL IN CHARLES MC DONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 29, TOWNSHIP 41

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NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:
COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 13 WHICH IS 340 FEET
NORTH OF THE SOUTH EAST CORNER OF SAID LOT 13; THENCE RUNNING SOUTH
89 DEGREES 11 MINUTES 45 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH
340 FEET OF LOT 13 A DISTANCE OF 254.65 FEET TO A POINT OF BEGINNING OF
THE CENTER LINE OF SAID 24 FOOT STRIP OF LAND, TO WIT: THENCE NORTH
PARALLEL WITH THE EAST LINE OF SAID LOT 13 A DISTANCE OF 499.37 FEET;
THENCE SOUTH 90 DEGREES EAST 228.89 FEET TO A POINT OF INTERSECTION
WITH THE WESTERLY LINE OF SAID LEHIGH AVENUE, SAID POINT BEING THE
TERMINATION OF SAID CENTER LINE OF SAID 24 FOOT STRIP OF LAND AND SAID
POINT BEING NORTH 22 DEGREES 07 MINUTES 30 SECONDS WEST 68.33 FEET
FROM THE POINT OF INTERSECTION OF SAID WESTERLY LINE OF LEHIGH
AVENUE WITH THE EAST LINE OF SAID LOT 13 (EXCEPT THAT PART FALLING IN
PARCEL 1) IN COOK COUNTY, ILLINOIS.