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Karen A. Yarbrough
Cook County Clerk
Date: 02/25/2022 07:38 AM Pg: 1 of 11

Recording Requested By
And When Recorded Mail
To:
Charity & Associates, P.C.
20 N. Clark Street, Suite 1150
Chicago, Illinois 60602
Attention: Brandon R. Calvert

Space Above For Recorder's Use

First American Title

Order # 3059411

THIRD MODIFICATION AGREEMENT

This Third Modification Agreement ("**Third Modification Agreement**") is made and entered into as of the 30th day of September, 2020 by and between **BELMONT VILLAGE L.P.**, an Illinois limited partnership ("**Borrower**"), with a mailing address of c/o 630 Dundee Road, Suite 235, Northbrook, Illinois 60062, and **BMO HARRIS BANK N.A.**, a national banking association, formerly known as **HARRIS TRUST AND SAVINGS BANK**, as mortgagee and secured party (the "**Lender**"), with a mailing address of BMO Harris Bank N.A., 115 South LaSalle Street, 19W, Chicago, Illinois 60603.

RECITALS

A. Under a construction loan agreement dated September 23, 1999 (the "**Loan Agreement**"), Lender agreed to make a construction loan (the "**Construction Loan**") to Borrower. CAPITALIZED TERMS USED HERE WITHOUT DEFINITION HAVE THE MEANINGS GIVEN TO THEM IN THE LOAN AGREEMENT.

B. The Construction Loan was evidenced by that certain Promissory Note (the "**Original Note**") dated September 23, 1999, made payable to Lender in the stated principal amount of Two Million Eighty Thousand and No/100 Dollars (\$2,080,000.00).

C. Pursuant to that certain Modification Agreement dated November 1, 2013 (the "**Initial Modification Agreement**"), between the Borrower and the Lender and recorded on January 17, 2015 in the Office of the Recorder of Cook County, Illinois as Document No. 1401416027, the Original Note was replaced by that certain Replacement Promissory Note dated November 1, 2013 in the original stated amount of One Million Seven Hundred Forty-Seven Thousand Four Hundred Sixty-Eight and 63/100 Dollars (\$1,747,468.63) executed by Borrower to the order of Lender (the "**Replacement Note**"). Pursuant to that certain Second Modification and Amendment to Note ("**Second Modification Agreement**") between the Borrower and the Lender dated as of October 19, 2016 and recorded in the Office of the Recorder of Cook County, Illinois on November 18, 2016 as Document No. 163234402, the Replacement Note was amended. The Original Note and the Replacement Note are referred to herein collectively as the "**Prior Note**").

C. The Prior Note is secured by that certain Construction Mortgage, Personal Property Security Agreement, Assignment of Leases and Rentals and Financing Statement, dated September 23, 2009, executed by Borrower in favor of Lender (the "**Mortgage**"). The Mortgage was recorded on September 24, 1999 in the Office of the Recorder of Cook County, Illinois as Document No. 99906582. The Mortgage encumbers certain

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property located at 4629-53 W. Belmont Ave., and 4701-05 W. Belmont Ave., in the City of Chicago, County of Cook, State of Illinois, and more particularly described on Exhibit A attached hereto. As used herein, the term "Property" refers to all of the property which is encumbered by the Mortgage.

D. The currently outstanding principal balance of the Loan is \$1,310,363.50.

E. Borrower and Lender desire and intend by this Third Modification Agreement to amend the Loan Documents and to amend and restate the Prior Note in its entirety by the Amended and Restated Note defined below.

F. As used here, the term "Loan Documents" means the Loan Agreement, the Amended and Restated Note, the Mortgage, the Initial Modification Agreement, the Second Modification Agreement and this Third Modification Agreement, and any other documents executed in connection with the Loan.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Borrower certifies that the recitals set forth above in the Factual Background are true, accurate and correct.

2. **Reaffirmation of Construction Loan.** The Borrower hereby reaffirms all of its obligations under the Loan Documents, and Borrower acknowledges that it has no claims, offsets or defenses with respect to the payment of sums due under the Loan Agreement, the Note, the Mortgage or any of the other Loan Document to which the Borrower is a party.

3. **Modifications.** Borrower and Lender hereby agree to the following modifications and amendments:

(a) The Prior Note is hereby amended and restated in its entirety by that certain promissory note in the principal amount of One Million Seven Hundred Forty-Seven Thousand Four Hundred Sixty-Eight and 63/100 Dollars (\$1,747,468.63) made by Borrower to the order of Lender (the "Amended and Restated Note"), a form of which is attached hereto as Exhibit B.

(b) Section 1.2 of the Loan Agreement is hereby replaced in its entirety by the following:

"1.2 **Interest.** The Loan shall be evidenced by an Amended and Restated Promissory Note (the "Note") dated as of September 30, 2020 executed by Borrower in favor of Lender in the maximum principal amount of One Million Seven Hundred Forty-Seven Thousand Four Hundred Sixty-Eight and 63/100 Dollars (\$1,747,468.63) providing for interest on the balance of principal and other advances from time to time unpaid at the Interest Rate (as defined in the Note)."

(c) Section 1.3 of the Loan Agreement is hereby replaced in its entirety by the following:

"1.3 **Maturity.** The entire outstanding principal balance of the Loan, accrued interest thereon, and other amounts payable by Borrower under the terms of the Loan Documents (as defined in Paragraph 2.1) shall be due and payable on March 30, 2021, or such other date on which the final payment of principal of the Note becomes due and payable, whether at stated maturity date, by acceleration, or otherwise (the "Maturity Date")"

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(d) The second (2nd) sentence of Section 1.4(b) of the Loan Agreement is hereby deleted and the following is added to the end of Section 1.4(b):

“Interest on the Loan after the Substantial Completion Date shall accrue, and be paid, in accordance with the Note”.

(e) Sections 1.4(c), (d), (e) and (f) of the Loan Agreement are hereby deleted and replaced by: “Intentionally Omitted”.

(f) The addresses set forth in Section 8.4 of the Loan Agreement for Lender are hereby replaced in their entirety by the following:

to Lender at:

BMO Harris Bank N.A.
115 South LaSalle Street, 19W
Chicago, Illinois 60603
Attention: Allison Porter-Bell

with a copy to:

Charity & Associates, P.C.
20 North Clark Street, Suite 1150
Chicago, Illinois 60602
Attention: Elvin E. Charity, Esq.

4. **Conditions Precedent.** Before this Third Modification Agreement becomes effective and any party becomes obligated under it, Lender shall have received (i) fully executed and, where appropriate, acknowledged originals of this Third Modification Agreement, and (ii) any other documents which Lender may require or request in accordance with this Third Modification Agreement or the other Loan Documents.

5. **Borrower's Representations and Warranties.** Borrower represents and warrants to Lender as follows:

(a) **Loan Documents.** All representations and warranties made and given by Borrower in the Loan Agreement and the other Loan Documents are true, accurate and correct as of the date hereof.

(b) **No Event of Default.** No Default or Event of Default under the Loan Agreement or any of the other Loan Documents has occurred and is continuing, and no event has occurred and is continuing which, with notice or the passage of time or both, would be a Default or an Event of Default.

(c) **Collateral.** Borrower lawfully holds title to the Property, free and clear of any liens or encumbrances, other than as are expressly identified in the Loan Title Policy No. 4014055, dated September 24, 1999 (the “**Title Policy**”), issued by First American Title Insurance Company, and the security interest of Lender therein is a first priority lien therein, free and clear of any other liens or encumbrances, other than as are expressly identified in the Title Policy.

(d) **Organization/Authority.** Borrower is a limited partnership, duly organized, validly existing and in good standing under the laws of the State of Illinois. Affordable Housing IV LLC, an Illinois limited liability

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company (the "**General Partner**"), is duly organized, validly existing and in good standing under the laws of the State of Illinois, and is the sole general partner of the Borrower. There have been no changes in the organization, ownership structure or formation documents of Borrower or General Partner since the execution and delivery of the Loan Agreement that have not been disclosed to Lender. The principal place of business of the Borrower is 630 Dundee Road, Suite 235, Northbrook, Illinois 60062. Each of the Borrower and General Partner has taken all partnership and corporate actions, as are necessary to authorize the execution and delivery of this Third Modification Agreement, and this Third Modification Agreement and the Loan Documents, as hereby modified, constitute valid and binding obligations of each of them, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other law and equity principles applied for the relief of debtors heretofore or hereafter enacted. This Third Modification Agreement is authorized under, and does not violate or conflict with, or cause a default under, the Borrower's Partnership Agreement or with any other contract or agreement to which the Borrower or General Partner is a party or is bound or violate or contravene any law to which the Borrower is subject.

6. **Incorporation.** This Third Modification Agreement shall form a part of the Loan Documents, and all references to a given Loan Document shall mean that document as hereby modified. All references in the Loan Documents to the term "Note" shall be deemed to mean and reference the Note, as hereby modified, amended and supplemented. This Third Modification Agreement is not intended to and shall not constitute a novation.

7. **No Prejudice; Reservation of Rights.** This Third Modification Agreement shall not prejudice any rights or remedies of Lender under the Loan Agreement and the other Loan Documents. Lender reserves, without limitation, all rights that it has against any indemnitor, guarantor, or endorser of the Loan or the collateral (as described in the Loan Documents).

8. **No Impairment.** Except as specifically hereby amended, the Loan Agreement and the other Loan Documents shall each remain unaffected by this Third Modification Agreement and all Loan Documents shall remain in full force and effect and are hereby ratified and confirmed. Nothing in this Third Modification Agreement shall impair the lien of the Lender in the Property pursuant to the Mortgage. This Third Modification Agreement is not intended to and shall not constitute a novation.

9. **Successors and Assigns.** The provisions of this Third Modification Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

10. **Ratification.** Except as expressly modified and supplemented hereby, the terms, conditions and provisions of the Loan Agreement and the other Loan Documents shall continue in effect unchanged and are hereby in all respects ratified and confirmed.

11. **Counterparts.** This Third Modification Agreement may be executed in multiple counterparts.

12. **Time of the Essence.** **TIME IS OF THE ESSENCE WITH RESPECT TO THIS THIRD MODIFICATION AGREEMENT.**

13. **Fees and Costs.** Borrower shall pay to Lender a fee of \$6,551.82 and all costs and expenses in connection with the preparation of this Third Modification Agreement and other related Loan Documents and reservation of rights letters, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of the Lender or any affiliate of parent of the Lender. The payment of said fees, costs and expenses is due as of the day of Lender's delivery to Borrower of its signature to this Third Modification Agreement. The Borrower shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Third Modification

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Agreement and the other instruments and documents to be delivered hereunder, and agrees to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

14. **Miscellaneous.** This Third Modification Agreement and any attached consents or exhibits requiring signatures may be executed in counterparts, and all counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this Third Modification Agreement or any of the other Loan Documents to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Loan Documents. This Third Modification Agreement shall be governed by the laws of the State of Illinois, without regard to the choice of law rules of that State. As used here, the word "include(s)" means "includes(s), without limitation," and the word "including" means "including, but not limited to."

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[SIGNATURE PAGE FOR THIRD MODIFICATION AGREEMENT]

IN WITNESS WHEREOF, Borrower and Lender have executed this Third Modification Agreement as of the date herein above first written.

BORROWER:

BELMONT VILLAGE L.P.,
an Illinois limited partnership

By: Affordable Housing IV, LLC,
an Illinois limited liability company,
its general partner

By: 
Name: James Perlman
Title: member

LENDER:

BMO HARRIS BANK N.A., formerly known as
HARRIS TRUST AND SAVINGS BANK, a
national banking association

By: _____
Name: Allison Porter Bell
Title: Vice President

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[SIGNATURE PAGE FOR THIRD MODIFICATION AGREEMENT]

IN WITNESS WHEREOF, Borrower and Lender have executed this Third Modification Agreement as of the date herein above first written.

BORROWER:

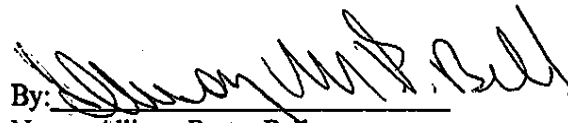
BELMONT VILLAGE L.P.,
an Illinois limited partnership

By: Affordable Housing IV, LLC,
an Illinois limited liability company,
its general partner

By: _____
Name: _____
Title: _____

LENDER:

BMO HARRIS BANK N.A., formerly known as
HARRIS TRUST AND SAVINGS BANK, a
national banking association

By: 
Name: Allison Porter Bell
Title: Vice President

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EXHIBIT A

Description of Property

PARCEL 1:

LOTS 85 THRU 94, INCLUSIVE, IN KOESTER & ZANDER'S SECTION LINE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2 AND 3 (EXCEPT THE WEST 6/10 FEET OF LOT 3) IN KOESTER & ZANDER'S SECTION LINE SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

STREET ADDRESS: 4629-53 WEST BELMONT AVENUE, CHICAGO, ILLINOIS
4701-05 WEST BELMONT AVENUE, CHICAGO, ILLINOIS

- P.I.N.: 13-27-102-001;
- 13-27-102-002;
- 13-27-102-003;
- 13-27-102-004;
- 13-27-102-005;
- 13-27-102-006;
- 13-27-102-007;
- 13-27-102-008;
- 13-27-102-009;
- 13-27-102-010;
- 13-27-101-006;
- 13-27-101-007;
- 13-27-101-038;

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EXHIBIT B 1

NOTE

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1 Omitted from recorded version of this Third Modification Agreement