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Doc#: 2210842118 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 04/18/2022 01:36 PM Pg: 1 of 11

THIS INSTRUMENT PREPARED BY:
Christyl Marsh
Cohen, Salk & Hoffman, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

AND AFTER RECORDING MAIL TO:
Kimberly Bowman
Wintrust Bank, N.A.
231 S. LaSalle Street, 2nd Floor
Chicago, Illinois 60604

CC#12104927ALD

PKO

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (hereinafter referred to as this "Modification Agreement") made as of this 15 day of March, 2022, by and among **5430 S. University, LLC**, an Illinois limited liability company ("Borrower"), **Michael Zucker, Shane Rachman** (each of the foregoing, except Borrower, are individually a "Guarantor" and collectively the "Guarantors") (Borrower and Guarantors are hereinafter each sometimes individually referred to as an "Obligor" and are collectively referred to as the "Obligors") and **Wintrust Bank, N.A.**, a national association, its successors and assigns ("Lender").

WITNESSETH:

WHEREAS, Lender previously extended to Borrower the principal amount of One Million Six Hundred Eighty Thousand and 00/100 Dollars (\$1,680,000.00) (as modified from time to time, the "Loan"), and to evidence the Loan, Borrower executed and delivered to Lender that certain promissory note dated August 10, 2021 in the original principal sum of One Million Six Hundred Eighty Thousand and 00/100 Dollars (\$1,680,000.00) (as modified, restated or replaced from time to time, the "Note"), which Note is secured by the following documents (the following documents and any and all other instruments executed by any Obligor, as modified, restated or replaced from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage, security agreement, assignment of leases and rents and fixture filing dated as of August 10, 2022, made by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. 2122815001 (the "Mortgage") on property commonly known as 5430-32 S. University Avenue, Chicago, Illinois and legally described on **Exhibit A** attached hereto and made a part hereof (the "Premises");
- (ii) assignment of leases and rents dated as of August 10, 2021 made by Borrower in favor of Lender, recorded in the Recorder's Office as Document No. 2122815002 (the "Assignment of Rents");

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- (iii) guaranty dated as of August 10, 2021 made by Shane Rachman in favor of Lender (the "Rachman Guaranty");
- (iv) guaranty dated as of August 10, 2021 made by Michael Zucker in favor of Lender (the "Zucker Guaranty") (the Rachman Guaranty and the Zucker Guaranty are hereinafter sometimes each individually referred to as a "Guaranty," and are collectively referred to as the "Guarantees");
- (v) environmental indemnity agreement dated as of August 10, 2021 made by Obligors in favor of Lender; and
- (vi) certificate of representations, warranties and covenants dated as of August 10, 2021 made by Obligors in favor of Lender.

WHEREAS, Obligors are desirous of (i) increasing the principal amount of the Note by \$300,000.00, and (ii) making certain other changes thereto, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Lender is a valid, first and subsisting lien on the Premises (as defined in the Mortgage) and that the execution of this Modification Agreement will not impair the lien of said Mortgage and that there is no existing second mortgage or other liens subsequent to the lien of the Mortgage held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.
2. As of the date hereof, the total outstanding principal balance of the Note is \$1,454,000.00. Concurrent with the execution of this Modification Agreement, the Borrower shall execute and deliver to Lender an amended and restated promissory note of even date herewith in the principal amount of One Million Nine Hundred Eighty Thousand and 00/100 Dollars (\$1,980,000.00), payable to the order of Lender (the "Amended Note"). Each reference in the Loan Documents to the term "Note" shall hereafter be deemed to be a reference to the Amended Note. Each reference in the Loan Documents to the term "Loan" shall hereafter mean that certain \$1,980,000.00 term loan made by Lender to Borrower and evidenced by the Amended Note.
3. The Mortgage is hereby modified as follows:
 - a. The first sentence in the first "Whereas" paragraph on page 1 is amended and restated to read as follows: "Mortgagee has agreed to loan to Mortgagor the principal amount of One Million Nine Hundred Eighty Thousand and 00/100 Dollars (\$1,980,000.00) (as modified from time to time, the "Loan")."
 - b. Paragraph 30 is amended and restated in its entirety to read as follows:

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“Financial Statements. Mortgagor represents and warrants that the financial statements for Mortgagor and the Premises previously submitted to Mortgagee are true, complete and correct in all material respects, disclose all actual and contingent liabilities of Mortgagor or relating to the Premises and do not contain any untrue statement of a material fact or omit to state a fact material to such financial statements. No material adverse change has occurred in the financial condition of Mortgagor or the Premises from the dates of said financial statements until the date hereof. Mortgagor shall furnish to Mortgagee such financial information regarding Mortgagor, its constituent partners or members, as the case may be, the Premises and any guarantor of the Note as Mortgagee may from time to time reasonably request, which shall include, without any further request therefor, (i) an annual operating statement for the Premises, no later than ninety (90) days after the end of each year, all in form, scope and detail satisfactory to Mortgagee and certified by the chief financial officer or other appropriate officer, partner or member of Mortgagor, (ii) a current a rent roll for the Premises, no later than thirty (30) days after the end of each year, in form, scope and detail satisfactory to Mortgagee and certified by the chief financial officer or other appropriate officer, partner or member of Mortgagor, (iii) annual personal financial statements, on Mortgagee’s forms, for each guarantor of the Note, no later than thirty (30) days after the anniversary of the date of delivery of the prior year’s statements, (iv) annual global cash flow statements, on Mortgagee’s forms, for Michael Zucker, no later than thirty (30) days after the anniversary of the date of delivery of the prior year’s statements, (v) copies of the filed business tax returns for Mortgagor and personal tax returns for each guarantor of the Note no later than three hundred fifteen (315) days after the end of each year, and (vi) such additional information and reports as are deemed necessary by the Mortgagee. Commencing with the report due for calendar year 2022, such statements shall also include a calculation of Operating Cash Flow and Debt Service (as such terms are defined in Paragraph 37 below) for the year to which they apply and shall be certified by Mortgagor.”

4. The Rachman Guaranty is hereby modified as follows:

a. Subparagraph (ii) in the second sentence of section 9 (Financial Statements) is amended and restated in its entirety to read as follows: “(ii) his annual personal financial statement, on Lender’s form, annually on the anniversary of the date when the prior year’s personal financial statement was delivered to Lender (the “Anniversary Date”), and in no event later than thirty (30) days after the Anniversary Date, all as certified by Guarantor as true, complete and correct and as to the financial statements, otherwise in a form substantially similar to the form of financial statements previously submitted by Guarantor to Lender, unless otherwise approved in writing by Lender”.

b. The first sentence of Paragraph 21 is modified by deleting the words “Eight Hundred Forty Thousand and 00/100 Dollars (\$840,000.00)” as they appear

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therein and replacing them with the words "Nine Hundred Ninety Thousand and 00/100 Dollars (\$990,000.00).

5. The Zucker Guaranty is hereby modified as follows:

a. Subparagraphs (ii) and (iii) in the second sentence of section 9 (Financial Statements) are amended and restated in their entirety to read as follows: "(ii) his annual personal financial statement, on Lender's form, annually on the anniversary of the date when the prior year's personal financial statement was delivered to Lender (the "Anniversary Date"), and in no event later than thirty (30) days after the Anniversary Date, (iii) his annual global cash flow statement, on Lender's form, annually on the Anniversary Date, and in no event later than thirty (30) days after the Anniversary Date, all as certified by Guarantor as true, complete and correct and as to the financial statements, otherwise in a form substantially similar to the form of financial statements previously submitted by Guarantor to Lender, unless otherwise approved in writing by Lender."

b. The first sentence of Paragraph 21 is modified by deleting the words "Eight Hundred Forty Thousand and 00/100 Dollars (\$840,000.00)" as they appear therein and replacing them with the words "Nine Hundred Ninety Thousand and 00/100 Dollars (\$990,000.00).

6. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Amended Note and this Modification Agreement.

7. Except for the modifications stated herein, the Amended Note and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Amended Note and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the loan evidenced by the Amended Note shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Amended Note and other Loan Documents, to forgive or waive any violation, default or breach under the Amended Note or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.

8. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender a non-refundable modification fee in the amount of \$2,500.00, plus all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligors within five (5) days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Amended Note).

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9. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Mortgage, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of the Mortgage, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Amended Note, the Mortgage and/or the Assignment of Rents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

10. This Modification Agreement shall extend to and be binding upon each of the Obligor and their respective heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

11. Each Obligor hereby ratifies and confirms his or its respective obligations and liabilities under the Amended Note, the Guarantees and other Loan Documents, as hereby amended, and the lien and security interest created thereby, and acknowledge that he or it have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Amended Note, the Guarantees and other Loan Documents, as so amended.

Without limiting the generality of the foregoing paragraph, each Guarantor hereby further represents and warrants to the Lender with the intent that the Lender rely thereon, as follows with regard to his Guaranty, as hereby modified: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably consents and agrees to the Borrower's execution and delivery of the Amended Note and this Modification Agreement; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's execution, delivery or performance of the Amended Note and this Modification Agreement; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.

12. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois (exclusive of choice of law principles), including all matters of construction, validity and performance.

13. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

14. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

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15. Lender's consent to this Modification Agreement shall be subject to Lender (or Lender's nominee) having received the following in a form and substance acceptable to Lender:

a. An endorsement to Chicago Title Insurance Company Loan Policy No. CCHI2104927ALD (the "Title Policy") which (i) amends the description of the Mortgage insured under the Title Policy to include this Modification Agreement, (ii) amends the description of the Assignment of Rents to include this Modification Agreement, (iii) extends the effective date of the Title Policy to the date of the recording of this Modification Agreement, (iv) includes no additional exceptions to title other than those that have been approved in writing by Lender, (v) states that all real estate taxes and assessments applicable to the Premises which are due and payable as of the date of such endorsement have been paid in full, and (vi) increases the amount of insurance to \$1,980,000.00; and

b. Such other documents as Lender may reasonably require.

The Obligors' failure to deliver the aforementioned documents and items to Lender shall, at the option of Lender, result in this Modification Agreement (including all agreements and waivers of Lender contained herein) being null and void.

16. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

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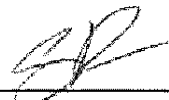
Property of Cook County Clerk's Office


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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

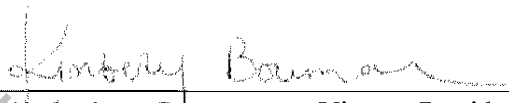
5430 S. University, LLC, an Illinois limited liability company

By:  mgr
Name: **Shane Rachman, Manager**


Shane Rachman, individually


Michael Zucker, individually

Wintrust Bank, N.A.

By: 
Kimberly Bowman, Vice President,
Real Estate

Commercial

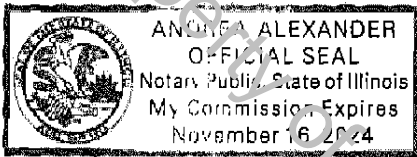
Property of Cook County Clerk's Office

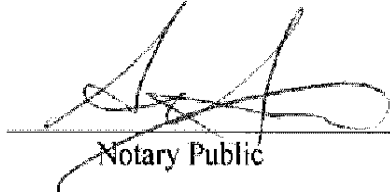
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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Shane Rachman, known to me as the Manager of **5430 S. University, LLC**, an Illinois limited liability company, and known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such Manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as his own and free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of March, 2022.





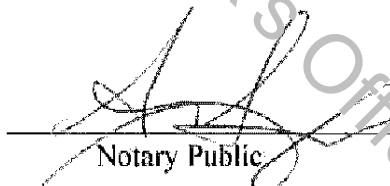
Notary Public

My Commission Expires: November 16, 2024

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

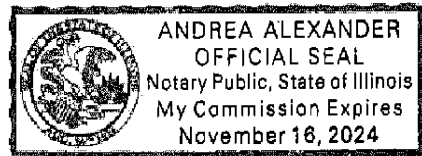
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Shane Rachman** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 15th day of March, 2022.



Notary Public

My Commission Expires: November 16, 2024

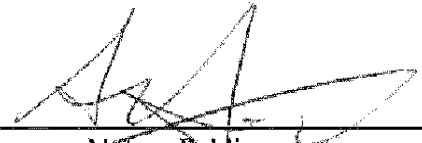


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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

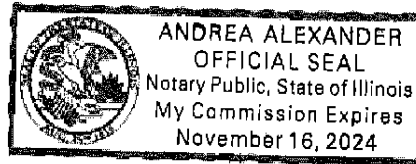
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Michael Zucker** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 16th day of March, 2022.



Notary Public

My Commission Expires: November 16, 2024



STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

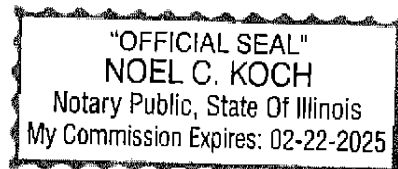
I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Kimberly Bowman, a Vice President of Commercial Real Estate at **Wintrust Bank, N.A.**, known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said banking association.

Given under my hand and notarial seal this 21 day of March, 2022.



Notary Public

My Commission Expires: 02/22/2025



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EXHIBIT A

Legal Description

PIN: 20-11-323-026-0000

Address: 5430-32 S. University Avenue, Chicago, Illinois 60615

LOT 13 IN BLOCK 15 IN EGANDALE SUBDIVISION, BEING A SUBDIVISION OF THE EAST 115 ACRES OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office