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Karen A. Yarbrough
Cook County Clerk
Date: 05/13/2022 07:35 AM Pg: 1 of 13

COVER SHEET FOR THE SOLE PURPOSE OF RECORDING THE LOAN MODIFICATION AGREEMENT

For a loan in the amount of

\$885,000.00

MADE BY AND BETWEEN

1444 North Wells Street LLC, an Illinois limited liability company as borrower

And

Stuart Miller and the Stuart Miller Declaration of Trust dated February 2, 1999

as Guarantors

And

BAXTER CREDIT UNION

As Lender

Dated as of April 29, 2022

Prepared by:

Stephen G. Daday
Klein, Daday, Aretos, & O'Donoghue, LLC
1051 Perimeter Dr.
Ste 300
Schaumburg, IL 60173
(847) 590-8700

Return to:

Stephen G. Daday
Klein, Daday, Aretos, & O'Donoghue, LLC
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LOAN MODIFICATION AGREEMENT

This **LOAN MODIFICATION AGREEMENT** (this “**Agreement**”) is entered into as of April 29, 2022 and is the “**Effective Date**” (for purposes of this Loan Modification), by and among Baxter Credit Union (“**Lender**”), 1444 North Wells Street LLC, an Illinois limited liability company (“**Borrower**”), Stuart Miller (“**Miller**”) and the Stuart Miller Declaration of Trust dated February 2, 1999 (“**Trust**”) (Miller and the Trust are referred to collectively as “**Guarantors**”). Lender, Borrower, and Guarantors are collectively referred to as the “**Parties**”.

RECITALS

1. Pursuant to that certain Loan Agreement dated August 24, 2021 by and between Lender and Borrower (the “**Loan Agreement**”) Lender made a loan (the “**Loan**”) evidenced by a Promissory Note with Balloon Payment from Borrower of even date therewith (the “**Note**”) in the original principal amount of Eight Hundred Eighty-Five Thousand and no/100 dollars (\$885,000.00) to refinance Borrower’s debt secured by the property commonly known as 1444 N. Wells Street, Chicago, IL 60610 which is more particularly described in Exhibit A hereto (the “**Property**”). The Note is secured by (a) a Mortgage from Borrower against the Property dated August 24, 2021 and recorded on September 2, 2021 as document number 2124528128 in the Office of the Cook County Clerk (“**Mortgage**”), (b) an Assignment of Rents and Leases from Borrower against the Property dated August 24, 2021 and recorded on September 2, 2021 as document number 2124528129 in the Office of the Cook County Clerk (“**ALR**”), and (c) Security Agreement from Borrower dated August 24, 2021, (the “**Security Agreement**”) creating security interests in the Borrower’s assets presently owned and later acquired at the Property, as more particularly described therein as the “**Collateral**”.
2. Repayment of the Loan is further secured by the Commercial Guaranties of Miller and the Trust that were executed and delivered to Lender on or about August 24, 2021 (collectively, the “**Guaranties**”).
3. The Loan Agreement, Note, Mortgage, ALR, Security Agreement and Guaranties are referred to collectively herein as the “**Loan Documents**”.
4. On or about August 24, 2021, Lender made the following additional loans to various entities that are controlled by Miller to refinance the respective debts of such entities secured by their respective properties, and the repayment of said loans was guaranteed by Miller and the Trust:
 - a. A loan in the original principal amount of One Million Seven Hundred Fifty Thousand and no/100 dollars (\$1,750,000.00) to 1735-41 West Division Street LLC (“**Division LLC**”) as borrower to refinance Division LLC’s debt secured by the property commonly known as 1735 Division Street and 1741 West Division Street Chicago, Illinois 60622, the terms of which are more particularly set forth in the loan agreement, promissory note, mortgage, assignment of rents, security agreement, commercial guaranties and the related documents entered into by and among Lender, Division LLC, Miller and the Trust.

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- b. A loan in the original principal amount of Three Million Seven Hundred Ninety Thousand and no/100 Dollars (\$3,790,000.00) to 2401-09 West North Avenue LLC ("North LLC") as borrower to refinance North LLC's debt secured by the property commonly known as 2401-09 W. North Avenue, Chicago, IL 60647, the terms of which are as set forth in the loan agreement, promissory note, mortgage, assignment of rents, security agreement, commercial guaranties and the related loan documents entered into by and among Lender, North LLC, Miller and the Trust.
- c. A loan in the original principal amount of Seven Hundred Seventy-Five Thousand and no/100 Dollars (\$775,000.00) to 2636 North Halsted Street LLC ("2636 LLC") as borrower to refinance 2636 LLC's debt secured by the property commonly known as 2636 N. Halsted Street, Chicago, IL 60614, the terms of which are set forth in the loan agreement, promissory note, mortgage, assignment of rents, security agreement, commercial guaranties and the related loan documents entered into by and among Lender, 2636 LLC, Miller and the Trust.
- d. A loan in the original principal amount of Four Hundred Seventy-Five Thousand and no/100 Dollars (\$475,000.00) to 2638 North Halsted Street LLC ("2638 LLC") as borrower to refinance 2638 LLC's debt secured by the property commonly known as 2638 N. Halsted Street, Chicago, Illinois 60614 the terms of which are set forth in the loan agreement, promissory note, mortgage, assignment of rents, security agreement, commercial guaranties and the related loan documents entered into by and among Lender, 2638 LLC, Miller and the Trust.
- e. A loan in the original principal amount of Eight Hundred Twenty-Five Thousand and no/100 Dollars (\$825,000.00) to 3328 North Clark Street LLC ("Clark LLC") as borrower to refinance Clark LLC's debt secured by the property commonly known as 3328 N. Clark Street, Chicago, IL 60657 the terms of which are set forth in the loan agreement, promissory note, mortgage, assignment of rents, security agreement, commercial guaranties and the related loan documents entered into by and among Lender, Clark LLC, Miller and the Trust.
- f. A loan in the original principal amount of Two Hundred Ninety-Five Thousand and no/100 Dollars (\$295,000.00) to 3404 North Southport Avenue LLC ("Southport LLC") as borrower to refinance Southport LLC's debt secured by the property commonly known as 3404 N. Southport Avenue, Chicago, IL 60657 the terms of which are set forth in the loan agreement, promissory note, mortgage, assignment of rents, security agreement, commercial guaranties and the related loan documents entered into by and among Lender, Southport LLC, Miller and the Trust.
- g. A loan in the original principal amount of Two Million Eight Hundred Seventy-Five Thousand and no/100 Dollars (\$2,875,000) to 4217 West Irving Park Road LLC ("Irving LLC") as borrower to refinance Irving LLC's debt secured by the property commonly known as 4217 West Irving Park Road, Chicago, IL 60641 the terms of which are set forth in the loan agreement, promissory note, mortgage, assignment of rents, security agreement, commercial guaranties and the related

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loan documents entered into by and among Lender, Irving LLC, Miller, and the Trust.

5. On or about June 16, 2021 Lender made a loan in the original principal amount of Three Million One Hundred Fifty Thousand and no/100 Dollars (\$3,150,000.00) to Miller Broadway LLC ("Miller Broadway"), an additional entity controlled by Miller, as borrower to refinance Miller Broadway's debt secured by the property commonly known as 1210 W. Foster Ave., Chicago, IL 60640 the terms of which are set forth in the loan agreement, promissory note, mortgage, assignment of rents, security agreement, commercial guaranties and the related loan documents entered into by and among Lender, Miller Broadway, Miller and the Trust.

The loans described in subparagraphs 4(a – g) and paragraph 5 above are herein collectively referred to as the "Stuart Miller Loans".

6. On April 29, 2022, Lender made a loan to 941 W. Carmen LLC ("Carmen LLC") evidenced by: (a) a Promissory Note with Balloon Payment from Carmen LLC of even date therewith in the original principal amount of Seven Million Four Hundred Sixty-Two Thousand and no/100 Dollars (\$7,462,000.00), (b) a Construction Line of Credit Note from Carmen LLC in the original principal amount of Two Million Four Hundred Seventy-Five Thousand and no/100 Dollars (\$2,475,000.00), and (c) a Line of Credit Note from Carmen LLC in the original principal amount of Two Million Seven Hundred Seventy-Four Thousand and no/100 Dollars (\$2,774,000.00), which Notes are secured by: (i) a mortgage and an assignment of rents and leases from Borrower against the property commonly known as 931-41 W. Carmen, Chicago, IL ("Carmen Property"), (ii) a security agreement dated April 29, 2022 creating a security interest in the assets presently owned and later acquired of Carmen LLC at the Carmen Property, and (iii) the commercial guaranty of Miller and the Trust. This loan is referred to herein as the "941 W. Carmen Loan".
7. As part of the terms and conditions for Lender to make the 941 W. Carmen Loan, the Borrower and Guarantors have agreed that the Loan Documents will be modified to so that they are cross-collateralized and cross-defaulted with the 941 W. Carmen Loan, such that a default by Carmen LLC, Miller, or the Trust under the 941 W. Carmen Loan shall constitute a default by Borrower under the Loan Documents.
8. Each of the Guarantors has a direct pecuniary interest in the Borrower, the Stuart Miller Loans, and the 941 W. Carmen Loan and a direct or indirect interest in the Property as well as the properties associated with the Stuart Miller Loans and the 941 W. Carmen Loan and will derive or continues to derive substantial and material benefit from the transactions contemplated by this Agreement. Lender would not have entered into this Agreement but for the agreements and commitments of the Borrower and the Guarantors. The Parties agree such reliance by Lender is reasonable.
9. Borrower has not requested any changes to the Note.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above recitals being incorporated in this Agreement, the

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parties hereto each agree as follows:

1. **Loan Agreement Modifications.** Borrower and Guarantors, (collectively the “Obligors”) each acknowledge and agree that the following provisions shall modify the Loan Documents and shall be made a part thereof, and the Loan Documents, as hereinafter modified, shall be referred to herein as the “Loan Documents” for purposes of this Modification. This Modification shall apply to the Loan Agreement and the Loan Documents identified therein and the administration of the Loan for so long as any indebtedness under the 941 W. Carmen Loan remains outstanding:

a. The following shall be inserted as new Section 19 of the Loan Agreement, new term of the mortgage on page 2 of the mortgage, and new term of the assignment of rents on page 2 of the assignment of rents:

Cross-Collateralization. On April 29, 2022, Lender made a loan to 941 W. Carmen LLC (“Carmen LLC”) evidenced by: (a) a Promissory Note with Balloon Payment from Carmen LLC of even date therewith in the original principal amount of Seven Million Four Hundred Sixty-Two Thousand and no/100 Dollars (\$7,462,000.00), (b) a Construction Line of Credit Note from Carmen LLC in the original principal amount of Two Million Four Hundred Seventy-Five Thousand and no/100 Dollars (\$2,475,000.00), and (c) a Line of Credit Note from Carmen LLC in the original principal amount of Two Million Seven Hundred Seventy-Four Thousand and no/100 Dollars (\$2,774,000.00), which Notes are secured by: (i) a mortgage and an assignment of rents and leases from Borrower against the property commonly known as 931-41 W. Carmen, Chicago, IL (“Carmen Property”), (ii) a security agreement dated April 29, 2022 creating a security interest in the assets presently owned and later acquired of Carmen LLC at the Carmen Property, and (iii) the commercial guaranty of Miller and the Trust. This loan is referred to herein as the “941 W. Carmen Loan”. In addition to securing the obligations of Borrower, the Loan Documents shall also secure all obligations, debts and liabilities, plus interest thereon, of Carmen LLC arising out of, or in connection with, the 941 W. Carmen Loan, including but not limited to all claims by Lender against Carmen LLC, Miller, or the Trust, whether now existing or hereafter arising, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Carmen LLC, Miller, or the Trust may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

b. The following shall be inserted as new Section 15 n) of the Loan Agreement, new event of default in the mortgage on page 11, and new event of default in the assignment of rents on page 5:

Cross-Default. The occurrence of an Event of Default under the 941 W. Carmen Loan.

c. The first paragraph of the Mortgage is hereby deleted and replaced with the following:

Maximum Lien Amount. At no time shall the principal indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage exceed \$1,770,000.00.

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2. **Performance of Certain Obligations.** Borrower hereby agrees that they shall continue to comply with all of the terms and conditions of the Loan Documents and reaffirms all existing obligations and guarantees and all the Loan Documents and agree they remain in full force and effect as amended hereby.

3. **Loan Documents in Effect.** All terms and conditions of the Loan Documents as amended hereby remain in full force and effect, except as modified herein. Nothing herein shall be deemed to void, release, waive or cancel any Loan Document as previously amended.

4. **Confirmation and Reaffirmation of Security Interests, Liens, and Guaranties.** All of the Loan Documents as amended hereby and any and all other documents granting Lender collateral security, and the liens and security interests granted by the Borrower are and shall remain in full force and effect. The Borrower and Guarantors each alone and jointly and severally together, by its/his/her/their signature(s) hereto, hereby all jointly and severally affirms, confirms and ratifies its/his/her/their obligations with respect to all Indebtedness due under the Loan Documents from time to time. Each and every Guarantor, by his or her signature hereto, hereby affirms, confirms, and ratifies his or her obligations with respect to his or her Guaranty and any amounts owed or becoming due under the Loan Documents.

5. **Representations, Warranties and Covenants.**

a. To induce Lender to enter into this Agreement, the Borrower, and Guarantors, each represent, warrant and covenant that they will do the following at all times when any Indebtedness is outstanding:

(i) Comply with all requirements of all Loan Documents to the extent not inconsistent with this Agreement;

b. The Borrower and Guarantors, each further represent, warrant and covenant that:

(i) This Agreement is a valid and binding agreement of the parties hereto enforceable against the Borrower and Guarantors, in accordance with its terms. Lender's actions in entering into this Agreement shall not be construed as a waiver, relinquishment or impairment of, or estoppel to assert, any rights, powers or remedies of Lender under the Loan Documents and/or applicable law as against any parties to this agreement or any new parties who agree to be bound hereto;

(ii) No new liens or encumbrances exist or are contemplated or will be forthcoming to encumber or materially affect the Borrower or the Guarantors, except to the extent those granted or contemplated to be granted to Lender;

(iii) No consent or approval of any party is required in connection with the execution and delivery of this Agreement by the Borrower and Guarantors, and the execution and delivery of this Agreement does not (a) contravene or result in a breach or default under any other agreement or instrument to which the Borrower and/or any Guarantor is a party or by which any of their properties are bound or (b) violate any law, rule, regulation, order, writ,

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judgment, injunction, decree, determination or award applicable to the Borrower and/or any Guarantor;

(iv) All representations, warranties and/or covenants contained in this Agreement, including, but not limited to, the recitals herein, and in any and all of the other Loan Documents and all modifications thereto as they may have been modified, are true and correct as of the date of this Agreement, and all such representations, warranties and covenants shall survive the execution of this Agreement and shall be deemed to be remade in full. The Loan Documents and this Agreement represent unconditional, absolute, valid, and enforceable obligations against the Borrower and/or Guarantors, to the extent that such persons are parties to the same. The Borrower and Guarantors, each understand and acknowledge that Lender is entering into this Agreement in reliance upon, and in partial consideration for, this acknowledgment and representation, and agree that such reliance is reasonable and appropriate;

(v) To the Borrower's and Guarantors' knowledge, no event of default under the Loan Documents has occurred and is continuing as of the date of this Agreement and each jointly and severally re-affirms the Loan Agreement and all Loan Documents including but not limited to all guarantees; and

(vi) Lender has and will continue to have a valid lien and security interest in all Collateral, and the Borrower and Guarantors all jointly and severally expressly reaffirms all security interests and liens granted to Lender pursuant to the Loan Documents.

c. The Borrower further represents, warrants and covenants that:

(i) The Borrower and Guarantors, shall continue to comply strictly with all representations, warranties, covenants and terms and conditions of this Agreement and the Loan Documents and all amendments thereto;

(ii) The Borrower and Guarantors shall not enter into any contract that pertains to or affects the Collateral in any way, except in the ordinary course of business and upon terms and conditions that are commercially reasonable; and

(iii) The Borrower and Guarantors will not permit any federal, state, local, or other tax lien to be filed against any one or more of them or the Collateral. Agreements which Borrower currently has in place with state, county, and local taxing authorities with respect to payment of unpaid real estate taxes and/or assessments associated with the Collateral, true and accurate copies of which have been provided to Lender, shall not be deemed by Lender to constitute a default under this Agreement so long as Borrowers shall be in compliance therewith. The Borrower and/or Guarantors will provide Lender with copies of any communication with any governmental authorities pertaining to the Collateral, including notices and correspondence.

6. **Conditions of Effectiveness.** This Agreement shall become effective (the "Effective Date") upon:

- a. Execution and delivery of this Agreement by all parties hereto;
- b. Execution and delivery by Borrower and Guarantors of resolutions,

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in form and substance acceptable to Lender as determined by Lender in its sole and absolute discretion, evidencing the authority of Borrowers and Guarantors to enter into this Agreement and the related documents;

7. **No Offsets.** Borrowers and Guarantors, each agree that they shall not raise, allege or assert any claims or counterclaims, offsets or defenses of any kind against Lender arising out of or relating in any way to this Agreement, or agreement referenced herein. To the fullest extent permitted by law, the Borrower and Guarantors each waive all past, present, and future defenses, offsets, claims and counterclaims in any action or proceeding commenced by Lender to enforce Lender's rights under this Agreement, any agreement referenced herein, the Loan Documents, including the recovery and disposition of the Collateral, and the Borrowers and Guarantors, each further waive their respective right to contest any actions commenced by Lender to recover any amount due under this Agreement and/or the Collateral.

8. **Indemnification.** The Borrower and Guarantors each agree to indemnify, defend, by counsel reasonably acceptable to Lender, and hold Lender harmless from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, actions or causes of action, arising out of or relating to any breach of any covenant or agreement by the Borrower, and/or Guarantors or the incorrectness or inaccuracy of any representation, warranty, and/or covenant of the Borrower and/or Guarantors contained in this Agreement or as provided for in the Loan Documents.

9. **Miscellaneous.**

a. **Effect and Construction of Agreement.** Except as expressly provided herein, the Loan Documents and all previous amendments thereof, shall remain in full force and effect in accordance with their respective terms. Further, the Agreement shall not additionally be construed to: (i) impair the validity, perfection or priority of any lien or security interest created by the Loan Documents; (ii) waive or impair any rights, powers or remedies of Lender under, or constitute a waiver of, any provision of the Loan Documents; or (iii) constitute an agreement by Lender to require Lender to extend the Maturity Date (beyond what is expressly provided herein) or otherwise further extend the time for payment of the Subject Facility.

b. **Conflicts.** In the event of any express conflict between the terms of this Agreement and any of the Loan Documents, this Agreement shall govern.

c. **Presumptions.** The Borrower and Guarantors each acknowledge that they have had the opportunity to consult with and be advised by counsel and such other experts and advisors as they have deemed necessary in connection with the negotiation, execution and delivery of this Agreement, and have participated in the drafting hereof. This Agreement is the result of good faith arm's length bargaining between the Borrower, Guarantors, and Lender. Therefore, this Agreement shall be construed without regard to any presumption or rule requiring that it be construed against any one party causing this Agreement or any part hereof to be drafted.

d. **Entire Agreement.** This Agreement and the documents referenced herein, and the Loan Documents and the documents referenced therein are intended by the parties as the final expression of their agreement and therefore incorporate all negotiations of the parties

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hereto and are the entire agreement of the parties hereto. The Borrower and Guarantors have not relied on any agreements, representations or warranties of Lender or any of their representatives, employees or agents, except as specifically set forth herein. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, and signed by each of the parties hereto. The Borrower and Guarantors each acknowledge that they are not relying upon oral representations or statements in entering into this Agreement.

e. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal, unenforceable or in conflict with any law of the State of Illinois, federal law or any other applicable law, the validity and enforceability of the remaining portions or provisions of this Agreement shall not be affected thereby.

f. **Further Assurance.** The Borrower and Guarantors shall execute such other and further documents and instruments Lender may reasonably request to implement the provisions of this Agreement and to perfect and/or protect Lender's liens and security interests in the Collateral.

g. **Time Periods and Dates.** Time is of the essence as to all time periods and dates for the Borrower's and Guarantors' performance required under this Agreement.

h. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but such counterparts shall constitute one and the same agreement.

i. **No Waiver.** The failure or delay of Lender in enforcing any right or obligation or any provision of this Agreement in any instance shall not constitute a waiver thereof in that or any other instance. Lender may only waive such right, obligation or provision by an instrument in writing signed by it.

j. **Remedies.** The rights and remedies provided in this Agreement and under the Loan Documents and all amendments thereto are cumulative and not exclusive of any other rights or remedies provided in the Loan Documents, by law or by any other agreement. The exercise by Lender of any right or remedy will not preclude Lender from exercising any other right or remedy. Lender may pursue its rights and remedies in such order as it determines.

k. **Survival.** All indemnities, waivers and releases by the Borrowers, and Guarantors contained herein and, in the Loan Documents shall survive payment in full of the obligations.

l. **Amendments in Writing.** No amendment, modification, rescission, waiver or release of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto.

m. **Reversal of Payments.** If Lender receives any payment or proceeds of Collateral which are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be paid to a trustee, debtor-in-possession, estate, receiver or any other party under any bankruptcy law, common law, equitable cause or otherwise, then, to such extent, the

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obligations or part thereof intended to be satisfied by such payments or proceeds shall be reserved and continue as if such payments or proceeds had not been received by Lender.

n. **Recitals**. Each term of this Agreement is contractual and not merely a recital. The recitals are incorporated in and made a part of the agreement.

[Remainder of Page Left Intentionally Blank]

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the date set forth above.

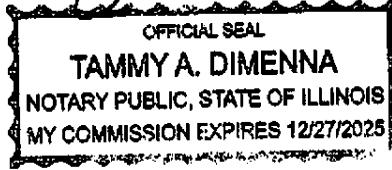
Borrower: 1444 North Wells Street LLC

Subscribed and Sworn to before me
this 29 day of April 2022.

By: Stuart Miller
Its: Manager



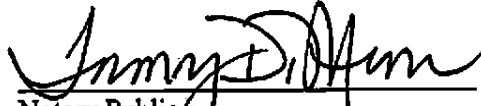
Notary Public



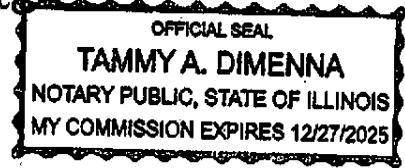
Guarantor: Stuart Miller

Subscribed and Sworn to before
me this 29 day of April, 2022.

Stuart Miller



Notary Public



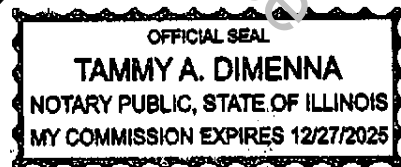
**Guarantor: Stuart Miller Declaration of
Trust Dated February 2, 1999**

Subscribed and Sworn to before me
this 29 day of April 2022.

Stuart Miller, Trustee of the Stuart Miller
Declaration of Trust Dated February 2, 1999



Notary Public



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EXHIBIT A

DESCRIPTION OF THE PREMISES

THE SOUTH 20 FEET OF LOTS 149 AND 150 (EXCEPT THE WEST 114 FEET THEREOF) IN OGDEN'S SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125 AND ALL OF LOTS 123, 124, 127, 128, 129, 130, 131, 132, 133, 134, AND 137 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property of its address is commonly known as 1444 N. Wells St., Chicago, IL 60610

The Real Property tax identification numbers is: 17-04-203-155-0000

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