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Doc# 2215147033 Fee \$88.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/31/2022 12:14 PM PG: 1 OF 10

***This Document Prepared By And
When Recorded Return To:***

Matthew B. Brotschul
BROTSCUL POTTS LLC
30 N. LaSalle
Suite 1402
Chicago, Illinois 60602
(312) 551-9003

For Recorder's Use Only

LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT (this "Agreement"), made as of February 1st, 2022, by and among PJMK PROPERTIES, LLC, an Illinois limited liability company ("PJMK"); K.D. KIDS, L.L.C., an Illinois limited liability company ("KD"); PJS PARTNERS, LLC, an Illinois limited liability company ("PJS"); SKO-DIE, INC., an Illinois corporation ("Guarantor"); and MERCHANTS AND MANUFACTURERS BANK ("Lender").

WITNESSETH:

THAT WHEREAS, on or about July 2, 2021, Lender made a loan (the "Loan") in the amount of ONE HUNDRED FORTY-EIGHT THOUSAND AND NO/100THS DOLLARS (\$148,000.00) in favor of KD; and

WHEREAS, the Loan is evidenced and secured by the following instruments, each dated as of July 2, 2021, unless otherwise noted (the following, together with all other documents which evidence and/or secure the Loan, collectively, the "Loan Instruments"):

1. Business Loan Agreement executed by KD and Lender;
2. Promissory Note made by KD payable to Lender in the amount of ONE HUNDRED FORTY-EIGHT THOUSAND AND NO/100THS DOLLARS (\$148,000.00);
3. Mortgage (the "Mortgage") by KD AND PJMK in favor of Lender encumbering that certain real property legally described on Exhibit A (the "Premises") and recorded with the Cook County Recorder of Deeds on July 12, 2021 as Document No. 2119322017; and
4. Assignment of Rents by KD and PJMK in favor of Lender encumbering the Original Premises and recorded with the Cook County Recorder of Deeds on July 12, 2021 as Document No. 2119322018; and
5. Commercial Guaranty by Guarantor in favor of Lender; and

WHEREAS, KD desires to sell Parcels 2, 3, and 4 of the Premises to PJS; and

WHEREAS, PJS, Guarantor, PJMK and KD have requested (and Lender has, in exchange for PJS agreeing to be jointly and severally responsible for all obligations of KD pursuant to the Loan Instruments, agreed) to consent to the transfer of a portion of the Premises by KD in favor of PJS, as more specifically set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

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1. Modification of Loan Instruments. Subject to the terms and provisions contained herein, the Loan Instruments shall be modified and amended, effective as of the date hereof, as follows:

- A. Subject to the terms of this Agreement, Lender hereby consents to the transfer of Parcels 2, 3 and 4 of the Premises by KD to PJS. This shall in no way be deemed a consent of any future transfers of any interests in the Premises.
- B. PJS hereby agrees to be primarily, jointly and severally liable for all obligations of "Borrower" and "Grantor" pursuant to the Loan Instruments as if PJS executed each of the Loan Instruments.
- C. PJS agrees that it shall be (along with KD) jointly and severally liable for the full repayment of the Note.
- D. PJS agrees that its interest in the Premises is subject to the Mortgage and PJS is bound by all obligations set forth in the Mortgage.

2. Reaffirmation of Loan Instruments. Except as expressly herein provided, PJS, PJMK, KD, Guarantor and Lender hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Loan Instruments. Furthermore, PJS, PJMK, KD, Guarantor and Lender agree that said terms, provisions, representations and warranties shall remain in full force and effect. Any capitalized terms used herein and not otherwise defined shall have the meaning set to the same in the Loan Instruments.

3. Waiver. PJS, PJMK, KD and Guarantor waive and affirmatively agree not to allege or to otherwise pursue any or all defenses, affirmative defenses, counterclaims, claims, causes of action, setoffs or other rights that it may have, as of the date hereof, to contest: (i) any provision of this Agreement or the Loan Instruments (as amended herein); (ii) the right of Lender to any collateral set forth in any of the Loan Instruments (as amended herein); or (iii) the conduct of Lender in connection with the preparation of any document relating to the Loan or the providing of the Loan.

4. Acknowledgement. PJMK hereby: (i) consents to the transfer of the Premises detailed herein and the terms of this Agreement and (ii) agrees that it will remain obligated pursuant to the terms of the Loan Instrument. PJMK, PJS and KD agree that the Mortgage is in full force and effect and collateralizes all "Indebtedness" as defined therein.

6. Guarantor. Guarantor hereby agrees that it shall remain primarily, jointly and severally liable for the obligations of KD, PJMK and PJS set forth in the Loan Instruments (as modified herein).

7. Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall constitute an original document, and all of which when taken together shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, PJMK, PJS, KD and Guarantor have caused this Modification of Mortgage to be executed as of the day and year first above written.

PJMK:

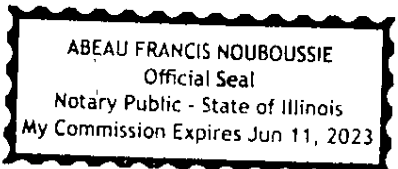
PJMK PROPERTIES, LLC,
an Illinois limited liability company

By: *Patrick J. Steininger* *Patrick J. Steininger*
Name: PATRICK J. STEININGER
Its: MANAGER

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 PATRICK J. STEININGER, as the MANAGER of PJMK PROPERTIES, LLC, an Illinois limited liability company, personally known to me to be the authorized signatory as aforesaid, and is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of MARCH, 2022.
Abreau Francis Nouboussie
NOTARY PUBLIC
My Commission Expires: JUNE 11 - 2023



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KD:

K.D. KIDS, L.L.C.,
an Illinois limited liability company

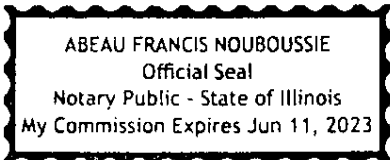
By: Patrick J. Steininger Patrick J. Steininger
Name: PATRICK J. STEININGER
Its: MANAGER

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 Patrick J. Steininger, as the MANAGER of K.D. KIDS, L.L.C., an Illinois limited liability company, personally known to me to be the authorized signatory as aforesaid, and is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of MARCH, 2022.

ABEAU FRANCIS NOUBOUSSIE
NOTARY PUBLIC
My Commission Expires:
JUNE 11, 2023



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GUARANTOR:

SKO-DIE, INC.,
an Illinois corporation

By: *Patrick J. Steinhilber* *Patrick J. Steinhilber*
Name: PATRICK J. STEINHILBER
Its: PRESIDENT

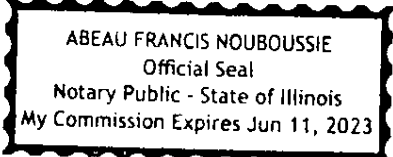
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Patrick J. Steinhilber, as the PRESIDENT of SKO-DIE, INC., an Illinois corporation, personally known to me to be the authorized signatory as aforesaid, and is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of MARCH, 2022.

Abeau Francis Nouboussie
NOTARY PUBLIC

My Commission Expires:
JUNE 11 - 2023



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LENDER:

MERCHANTS AND MANUFACTURERS BANK

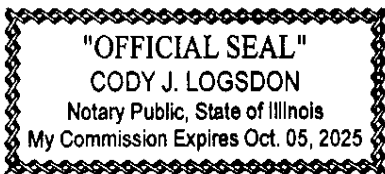
By: Brian M. L.
Its: Senior VP

STATE OF ILLINOIS)

COUNTY OF DuPage) SS)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Brian M. L. , the SVP of MERCHANTS AND MANUFACTURERS BANK, personally 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 to me that he signed and delivered the said instrument as his own free and voluntary act and for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of March , 2022.



 [Signature]
NOTARY PUBLIC

My Commission Expires:
 10/05/25

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EXHIBIT A

THE PREMISES -- LEGAL DESCRIPTION

PARCEL 1: 8050 AUSTIN AVENUE, MORTON GROVE, IL 60053; PIN: 10-20-302-040-0000

THE SOUTH 100 FEET OF THE NORTH 274.9376 FEET OF THE EAST 4 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE EAST 33 FEET.

THE SOUTH 5 FEET OF THE NORTH 174.9376 FEET OF THE EAST 4 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE EAST 33 FEET.

THE NORTH 60 FEET OF THE SOUTH 65 FEET OF THE NORTH 174.9376 FEET OF THE EAST 4 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 20,

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TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE EAST 33 FEET.

PARCEL 2: 8040 AUSTIN AVENUE, MORTON GROVE, IL 60053; PIN(S): 10-20-302-019-0000 AND 10-20-302-026-0000

THAT PART OF THE SOUTH 110.0 FEET OF THE NORTH 384.94 FEET OF THE EAST 4 ACRES OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTH 110.0 FEET OF THE NORTH 384.96 FEET OF THE EAST 4 ACRES OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. THE POINT BEGINNING, THENCE PROCEEDING EASTERLY ALONG THE SOUTH LINE OF AFORESAID NORTH 110.0 FEET OF THE NORTH 384.94 FEET, 4.50 FEET TO A POINT; THENCE PROCEEDING NORTHERLY 90 DEGREES 00 MINUTES CLOCKWISE FROM THE SOUTHWEST CORNER AFORESAID, 74.82 FEET TO A POINT; THENCE PROCEEDING WESTERLY 90 DEGREES 57 MINUTES CLOCKWISE FROM PREVIOUS LINE, 3.25 FEET TO A POINT; THENCE PROCEEDING SOUTHERLY 90 DEGREES 57 MINUTES FROM THE PREVIOUS LINE, 74.82 FEET TO THE POINT OF BEGINNING IN SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AND

THE SOUTH 110.0 FEET OF THE NORTH 384.9376 FEET OF THE EAST 4 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH WEST QUARTER (EXCEPT THE EAST 33 FEET THEREOF AND EXCEPT A TRACT OF LAND DESCRIBED AS FOLLOWS: FROM THE SOUTH WEST CORNER OF THE SOUTH 110.00 FEET OF THE NORTH 384.9376 FEET AFORESAID, BEING THE POINT OF BEGINNING; THENCE PROCEEDING EASTERLY ALONG THE SOUTH LINE 4.50 FEET; THENCE PROCEEDING NORTHERLY 90 DEGREES 00 MINUTES CLOCKWISE FROM THE SOUTH WEST CORNER AFORESAID 74.82 FEET TO A POINT; THENCE PROCEEDING WESTERLY 90 DEGREES 57 MINUTES CLOCKWISE FROM THE PREVIOUS LINE 3.35 FEET TO A POINT; THENCE PROCEEDING SOUTHERLY 90 DEGREES 57 MINUTES FROM THE PREVIOUS LINE, 74.82 FEET TO THE POINT OF BEGINNING) OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: 6038 OAKTON STREET, MORTON GROVE, IL 60053; PIN: 10-20-302-017-0000

A TRACT OF LAND DESCRIBED AS FOLLOWS: THE WEST 1.5 ACRES OF THE EAST 5.5 ACRES (EXCEPT THE NORTH 310.0 FEET AND EXCEPT THE SOUTH 50 FEET) OF THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: 8020 AUSTIN AVENUE, MORTON GROVE, IL 60053; PIN: 10-20-302-035-0000

THE SOUTH 1/2 OF THE SOUTH 1/2 (EXCEPT THE NORTH 384.94 FEET AND ALSO EXCEPT THE SOUTH 158 FEET THEREOF) OF THE EAST 264.27 FEET (EXCEPT THE EAST 33 FEET THEREOF) OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: 8100 AUSTIN AVENUE, MORTON GROVE, IL 60053; PIN: 10-20-302-028-0000

THE NORTH 174.9376 FEET (EXCEPT THE SOUTH 65.0 FEET THEREOF AND THE EAST 33 FEET THEREOF TAKEN FOR ROAD) OF THE EAST 4 ACRES OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Property or its address is commonly known as (Parcel 1) 8050 Austin Avenue, Morton Grove, IL 60053; and (Parcel 2) 8040 Austin Avenue, Morton Grove, IL 60053; and (Parcel 3) 6038 Oakton Street, Morton Grove, IL 60053; and (Parcel 4) 8020 Austin Avenue, Morton Grove, IL 60053; and (Parcel 5) 8100 Austin

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Avenue, Morton Grove, IL 60053. The Property tax identification number is (Parcel 1) 10-20-302-040-0000; (Parcel 2) 10-20-302-019-0000 & 10-20-302-026-0000; (Parcel 3) 10-20-302-017-0000; (Parcel 4) 10-20-302-035-0000; (Parcel 5) 10-20-302-028-0000.

CROSS-COLLATERALIZATION In addition to the Note, this Assignment is secured by a

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387