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Doc#: 2218001323 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/29/2022 02:12 PM Pg: 1 of 8

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Kenneth Klassman, Esq.
Taft Stettinius & Hollister LLP
111 East Wacker, Suite 2800
Chicago, IL 60601

NOTE TO CLERK: THIS INSTRUMENT IS A MODIFICATION OF THAT CERTAIN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING RECORDED ON JUNE 12, 2017, WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 1716304030.

SECOND MODIFICATION TO LOAN DOCUMENTS

THIS SECOND MODIFICATION TO LOAN DOCUMENTS (this "Modification") is dated as of June __, 2022 but made effective as of May 30, 2022 (the "Effective Date"), by and between **TCB-KEDZIE, LLC**, an Illinois limited liability company ("Grantor"), and **WINTRUST BANK N.A.**, f/k/a Wintrust Bank, its successors and assigns ("Grantee").

WITNESSETH

A. Grantee made available to Grantor a loan (the "Loan") in the original principal amount of \$5,775,000.00, as evidenced by that certain Promissory Note dated May 30, 2017 made by Grantor in favor of Grantee (the "Original Note"), which Original Note was amended and restated by that certain Amended and Restated Promissory Note dated May 30, 2020 in the original principal amount of \$5,775,000.00 made by Grantor in favor of Grantee (the "Replacement Note"), which Replacement Note is now being amended and restated in its entirety by that certain Second Amended and Restated Promissory Note dated as of the date hereof in the original principal amount of \$5,500,539.94 made by Grantor in favor of grantee (the "Second Replacement Note").

B. The Original Note and the Replacement Note were, and now the Second Replacement Note is, secured by, among other things: (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated May 30, 2017 made by Grantor in favor of Grantee and recorded on June 12, 2017 with the Cook County Recorder of Deeds as Document Number 1716304030 (the "Mortgage"); (ii) that certain Assignment of Rents and Leases dated May 30, 2017 made by Grantor in favor of Grantee and recorded on June 12, 2017 with the Cook County Recorder of Deeds as Document Number 1716304031 (the "ALR");

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(iii) that certain Environmental Indemnity Agreement dated May 30, 2017 made by Grantor and Newport Capital Partners Fund II, LP, a Delaware limited partnership (“Guarantor”) in favor of Grantee (the “Indemnity Agreement”); (iv) that certain Guaranty of Payment dated May 30, 2017 executed by Guarantor in favor of Grantee (the “Guaranty”, which together with the Mortgage, the ALR, the Indemnity Agreement, and all other documents evidencing and securing the Loan shall be referred to herein collectively as the “Loan Documents”).

C. The Loan Documents were amended by that certain Modification to Loan Documents dated May 30, 2020 by and between Grantor and Grantee.

D. The property encumbered by the Mortgage and ALR is commonly known as 4759-4770 South Keazie Avenue, Chicago, Illinois 60632 (the “Property”), and is legally described on Exhibit A attached hereto and made a part hereof.

E. Grantor and Grantee desire to modify the provisions of the Loan Documents to reflect the making of the Second Replacement Note and to make such other amendments and modifications as may be set forth herein; and

F. As a condition precedent to Grantee’s agreement to modify the provisions of the Loan Documents, Grantee has required, among other things, the execution and delivery of this Modification.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Loan Documents be, and are hereby, modified and amended as follows:

1. Recitals; Defined Terms. Grantor represents and warrants to Grantee that the Recitals set forth in this Modification are true and correct. The Recitals are hereby incorporated into this Modification by this reference. Except as otherwise expressly set forth in this Modification, capitalized terms used in this Modification shall have the same meaning ascribed to them in the Second Replacement Note.

2. Amendments to Loan Documents. From and after the Effective Date, the Loan Documents shall be amended as follows:

(a) All references in the Loan Documents: (i) to the Note shall be deemed to refer to the Second Replacement Note; and (ii) to the Loan Documents shall be deemed to include this Modification.

(b) The Maturity Date set forth in the Replacement Note is hereby extended from May 30, 2022 to May 30, 2025. All references in the Loan Documents to the Maturity Date shall be deemed to refer to May 30, 2025.

(c) The maximum principal amount of the Loan is hereby decreased from \$5,775,000.00 to \$5,500,540.00. All references in the Loan Documents to the Loan shall be deemed to refer to \$5,500,539.94.

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3. Conditions to Effectiveness. This Modification shall not be effective until each of the following conditions precedent has been fulfilled to the satisfaction of Grantee:

- (a) All parties shall have executed and delivered this Modification.
- (b) Guarantor shall have executed and delivered to Grantee a Reaffirmation of the Guaranty.
- (c) Grantor shall have paid to Grantee all costs and expenses of Grantee in connection with the preparation, execution and delivery of this Modification and any other documents delivered in connection herewith, including, without limitation, the fees and expenses of Grantee's legal counsel, the cost of recording this Modification and the cost of a date down endorsement to Grantee's loan policy

4. Full Force and Effect. The provisions of the Loan Documents, as respectively amended hereby, are in full force and effect and the Loan Documents as so amended are hereby ratified and confirmed and all representations and warranties made therein remain true and correct as of the date hereof.

5. Solvency.

(a) There are no pending bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief against or involving Grantor or, to the best of Grantor's knowledge, threatened against Grantor under any bankruptcy law or laws for the relief of debtors or any other similar Federal or state statute, law or regulation.

(b) Grantor is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money, is not in default under any instrument or agreement pursuant to which any indebtedness for borrowed money has been issued, and to Grantor's knowledge, no event has occurred and is continuing under any such instrument or agreement which, with the lapse of time or the giving of notice, or both, would constitute an event of default.

6. Priority. Nothing herein contained shall in any manner affect the lien or priority of the Loan Documents, or the covenants, conditions and agreements therein contained, as amended.

7. Conflict. In the event of conflict between any of the provisions of the Loan Documents and this Modification, the provisions of this Modification shall control.

8. Representations. Grantor hereby renews, remakes and reaffirms the representations and warranties contained in the Loan Documents.

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9. Counterparts. This Modification may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Modification by signing one or more counterparts.

10. Binding. This Modification is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK;
SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Modification has been duly executed as of the day and year first above written.

GRANTEE:

WINTRUST BANK, N.A.

By: Kim Bowman
Name: Kim Bowman
Title: Vice 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 Kim Bowman, personally known to me as the Vice President of Wintrust Bank, N.A., and 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 that she signed, sealed and delivered the said instrument as such Vice President of said banking corporation, as her own and free and voluntary act and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of June, 2022.

Kitty J. Schreiber
Notary Public

My Commission Expires: 6/29/2025



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE SOUTH 410 FEET (EXCEPT THE NORTH 60 FEET THEREOF) OF THE NORTH 853 FEET OF THE WEST 472 FEET OF THE EAST 505 FEET OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF BLOCK 1 AND 16 IN JAMES H. REE'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 11 TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 853.00 FEET OF SECTION 11 WITH THE WEST LINE OF THE EAST 33.0 FEET OF SECTION 11, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE EAST 33.0 FEET AFORESAID 100.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS WEST 85.0 FEET TO THE WEST LINE OF THE EAST 118.0 FEET OF SECTION 11 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE 100.0 FEET TO THE NORTH LINE OF THE SOUTH 100.0 FEET OF THE NORTH 853.0 FEET OF SECTION 11 AFORESAID; THENCE SOUTH 89 DEGREES 48 MINUTES 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE 85.0 FEET TO THE WEST LINE OF THE EAST 33.0 FEET OF SECTION 11 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE LAST DESCRIBED LINE 100.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE, PERPETUAL, AND RECIPROCAL EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR REASONABLE ACCESS, INGRESS AND EGRESS FOR THE USE OF ALL PAVED DRIVEWAYS AND WALKWAYS AS CREATED BY DECLARATION OF EASEMENTS, COVENANT, CONDITIONS AND RESTRICTIONS DATED APRIL 6, 1995, AND RECORDED APRIL 11, 1995, AS DOCUMENT NUMBER 95241207, WITHIN THE FOLLOWING DESCRIBED LAND:

THAT PART BLOCKS 1 AND 16 IN JAMES H. REE'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 11 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NORTH 853.0 FEET OF SECTION 11 WITH THE WEST LINE OF THE EAST 33.0 FEET OF SECTION 11, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE EAST 33.0 FEET AFORESAID 100.0 FEET TO THE POINT OF BEGINNING;

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THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS WEST 85.0 FEET TO THE WEST LINE OF THE EAST 118.0 FEET OF SECTION 11 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE 100.0 FEET TO THE NORTH LINE OF THE SOUTH 200.0 FEET OF THE NORTH 853.0 FEET OF SECTION 11 AFORESAID; THENCE SOUTH 89 DEGREES 48 MINUTES 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE 85.0 FEET TO THE WEST LINE OF THE EAST 33 FEET OF SECTION 11 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE LAST DESCRIBED LINE 100.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4759-4770 South Kedzie Avenue, Chicago, Illinois 60632

PINs: 19-11-201-031-0000
19-11-201-032-0000
19-11-201-057-0000
19-11-201-058-0000

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