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Doc#: 2225839121 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/15/2022 08:38 AM Pg: 1 of 7

After recording, please return to:

United Texas Bank
Attn: Loan Operations
13101 Preston Road, Suite 200
Dallas, Texas 75240

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

LOAN MODIFICATION, RENEWAL, AND EXTENSION AGREEMENT

THIS LOAN MODIFICATION, RENEWAL, AND EXTENSION AGREEMENT (this "Agreement") is executed to be effective as of July 20, 2022, (the "Effective Date"), by and between INTERRA REGESH ORLAND PARK, LLC, a Texas limited liability company, ("Borrower"), and UNITED TEXAS BANK ("Lender").

INTRODUCTORY PROVISIONS

The following provisions are a part of and form the basis for this Agreement:

A. Borrower executed and delivered payable to the order of the Lender that certain promissory note (as may have been amended through the Effective Date, the "Note") dated as of July 20, 2017, in the stated principal amount of \$1,034,600.00, evidencing a loan (as may have been amended through the Effective Date, the "Loan") of like amount, as more particularly described in that certain Loan Agreement ("Loan Agreement"), dated July 20, 2017, executed by Borrower and Lender, and consented to by the Guarantors (as defined herein).

B. The Note is secured by, among other collateral, the liens and security interest created and evidenced by a certain Mortgage, Security Agreement, Financing Statement, and Absolute Assignment of Rents, dated July 20, 2017 (as may have been amended through the Effective Date, the "Mortgage"), executed by Borrower for the benefit of Lender, recorded under County Clerk's Document Number 1720629087, of the Real Property Records of Cook County, Illinois, covering, among other property, the real property more commonly known as 9264-9280 West 159th, Orland Park, Illinois 60462, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (such encumbered property as may have been added to and/or partially released prior to the Effective Date shall be known as, the "Property").

C. Lender is the current owner and holder of the Note and the beneficiary of the Deed of Trust.

D. Borrower has requested Lender, and Lender has agreed, to modify the Note and the other Loan Documents (as hereinafter defined), all upon the terms and conditions set forth herein

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

1. The parties hereto hereby agree that, as of the date hereof, the outstanding principal balance of the Note is Nine Hundred Eighteen Thousand Three Hundred Fourteen and 57/100 Dollars (\$918,314.57).

2. The Loan Documents are hereby modified as follows:

A. The term and maturity of the Loan and the Note and the definition of "Maturity Date" in the Note, are hereby extended from July 20, 2022, to July 20, 2027, unless earlier accelerated pursuant to the terms of the Note or of any of the Loan Documents, and Borrower hereby renews and extends, but does not extinguish, the Note and the liens and security interests created by the Deed of Trust.

B. Paragraph 1 of the Note is hereby deleted in its entirety and replaced with the following:

"1. **Interest.** Interest shall accrue on the principal balance from day to day outstanding under this Promissory Note (this "Note") at a rate equal to the lesser of:

(a) The Maximum Lawful Rate (as hereinafter defined); or

(b) For the period commencing July 21, 2022, and continuing up though and including July 20, 2025, a fixed rate of interest ("Fixed Rate") equal to six percent (6.00%) per annum; or

(c) For the period commencing on July 21, 2025, and continuing up though and including July 20, 2026, a fixed rate of interest ("Adjusted Fixed Rate") equal to one half percent (0.50%) in excess of the "prime rate" as announced, published and so designated in the Money Rates Section of The Wall Street Journal and in effect on July 21, 2025; provided, however, that the Adjusted Fixed Rate shall never be less than five and one half percent (5.50%) per annum; or

(d) For the period commencing on July 21, 2026, and continuing up though and including the Maturity Date, a fixed rate of interest ("Further Adjusted Fixed Rate") equal to one half percent (0.50%) in excess of the "prime rate" as announced, published and so designated in the Money Rates Section of The Wall Street Journal and in effect on July 21, 2026; provided, however, that the Adjusted Fixed Rate shall never be less than five and one half percent (5.50%) per annum

Interest on the indebtedness evidenced by this Note shall be computed on the basis of a three hundred sixty (360) day year and shall accrue on the actual number of days elapsed for any whole or partial month in which interest is being calculated."

C. Paragraph 2 of the Note is hereby deleted in its entirety and replaced with the following:

"2. **Payment.** This Note shall be due and payable as follows:

(a) Commencing on August 20, 2022, and continuing up though and including July 20, 2025, installments of principal and accrued but unpaid interest in the amount equal to Six Thousand Seventy-Three and 42/100 Dollars (\$6,073.42) shall be due and payable monthly and continuing on the same day of each successive calendar month thereafter up through and including July 20, 2025;

(b) Installments of principal and accrued but unpaid interest in an amount necessary to amortize the outstanding principal balance, as of July 21, 2025, over a twenty-

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one year period at the Adjusted Fixed Rate shall be due and payable monthly commencing on August 20, 2025, and continuing on the same day of each successive calendar month thereafter up through and including July 20, 2026;

(c) Installments of principal and accrued but unpaid interest in an amount necessary to amortize the outstanding principal balance, as of July 21, 2026, over a twenty year period at the Further Adjusted Fixed Rate shall be due and payable monthly commencing on August 20, 2026, and continuing on the same day of each successive calendar month thereafter up through and including June 20, 2027; and

(d) The entire outstanding principal balance hereof and all accrued but unpaid interest shall be finally due and payable on July 20, 2027 (the "Maturity Date"), or upon the earlier maturity hereof, whether by acceleration or otherwise.

All payments under this Note made to Lender shall be made at Lender's banking offices in Dallas County, Texas, or at such other place as the Lender may from time to time designate in writing, in lawful money of the United States of America which shall be legal tender in payment of all debts at the time of payment. Borrower may prepay all or any part of the principal of this Note at any time and from time to time prior to maturity without premium or penalty, except as provide in Section 17 of this Note, and interest shall cease to accrue on any amounts so prepaid, and any such prepayment of principal shall be applied in the inverse order of maturity to the last maturing installments of principal under this Note. Any payment, whether a regularly scheduled installment, a prepayment or otherwise, shall be applied first to accrued but unpaid interest, and the remainder of such payment shall be applied to the reduction of the outstanding principal balance. Lender may re-amortize this Note as additional advances are made hereunder. Borrower hereby agrees to accept Lender's calculation of interest payable hereunder absent manifest mathematical error. If any payment on this Note shall become due on a Saturday, Sunday or any other day which is a banking holiday, such payment shall be made on the next succeeding business day which is not a banking holiday, and such extension of time shall in each such case be included in computing interest due hereunder. The indebtedness evidenced by this Note is not a revolving credit, but does provide for multiple advances, and principal borrowed hereunder and re-paid may not be re-borrowed."

3. From and after the date hereof, the Note, the Deed of Trust, and each other instrument and document evidencing, securing, or pertaining to the Loan, whenever executed (collectively, the "Loan Documents"), are hereby modified, where appropriate, to reflect the modifications provided herein, and any reference to the Note, and all similar references in the Loan Documents, shall be deemed to refer to the Note as modified by this Agreement.

4. Except as hereby modified, the Note and all of the other Loan Documents shall continue in full force and effect as originally executed and delivered, and nothing in this Agreement shall operate to release Borrower from its liability to keep and perform all of the terms, conditions, obligations and agreements contained therein. The provisions of the Deed of Trust, together with the liens and security interests created or evidenced thereby, and the priorities of such liens and security interests, are hereby renewed and extended until the Loan, as modified hereby, has been fully paid, both principal and interest; and Borrower does hereby acknowledge, agree, represent, and warrant that (i) this Agreement shall in no manner impair the liens and security interests securing the Loan (including, but not limited to, the liens and security interests of the Deed of Trust), (ii) such liens and security interests shall not be and are not in any manner waived, released, extinguished or otherwise adversely affected in any way, and (iii) such liens and security interests are valid and subsisting and first in priority in every respect.

5. Nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect or to release the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Note or the other Loan Documents. Borrower hereby ratifies and affirms all of Borrower's promises, covenants and obligations to promptly and properly pay any and all sums due under the Note and the other Loan Documents and to promptly and properly perform and comply with any and all obligations, duties and agreements pursuant thereto, as modified hereby. AS A MATERIAL INDUCEMENT TO LENDER TO EXECUTE AND DELIVER THIS AGREEMENT, BORROWER HEREBY AGREES THAT THERE ARE NO CLAIMS OR OFFSETS AGAINST, OR DEFENSES OR COUNTERCLAIMS TO, THE TERMS OR PROVISIONS OF AND THE INDEBTEDNESS AND OTHER OBLIGATIONS CREATED OR EVIDENCED BY THE NOTE OR THE LOAN DOCUMENTS, AS MODIFIED HEREBY. It is the intention of Lender to retain as

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liable parties all makers and endorsers of the original obligations, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

6. As a material inducement to Lender to execute and deliver this Agreement, Borrower shall, contemporaneously with the execution and delivery hereof: (a) pay to Lender an extension fee in the amount of \$2,295.79, principal payment due August 20, 2022, in the amount of \$2,514.95, tax and insurance payment due August 20, 2022, in the amount of \$7,935.17, a good standing certificate fee in the amount of \$55.00 for the benefit of Corporation Service Company, and all other fees and expenses due Lender or which Lender has incurred or will incur in connection with the preparation and execution of this Agreement, including all reasonable attorney's fees and expenses incurred in connection therewith (see Attorney Invoice and Representation Disclaimer document); (b) an appraisal fee in the amount of \$2,500.00 payable to Appraisal Research Counselors; (c) an appraisal review fee in the amount of \$625.00 payable to DFW-SCS, Inc.; (d) all recording and filing fees and all title insurance premiums and endorsement fees in the amount of \$1,128.00 payable to First American Title Insurance Company; and (e) execute and deliver such other documents and instruments as may be required by Lender to evidence the modification contemplated by this Agreement and to carry forward the security interests and liens of the Deed of Trust and any other security for the Note as security for the Note.

7. This Agreement shall be governed by and construed in accordance with Texas law and applicable federal law. In no event, whether by reason of acceleration of the maturity of the Note or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance or detention of money under the Note or otherwise, exceed the maximum amount permissible under applicable law. The provisions of the Note limiting the amount of interest that may be charged on the indebtedness evidenced thereby are hereby incorporated herein by reference as if set forth fully herein.

8. This Agreement may be executed in multiple counterparts, each to constitute a separate agreement, but all, taken together, to constitute one and the same agreement. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Borrower and Borrower's representative in his or her individual capacity represents and warrants that the execution, delivery, and performance by Borrower of and under this Agreement, (a) are within Borrower's powers and have been duly authorized by Borrower's board of directors, partners, members, managers, trustees, or other necessary parties, as applicable, and all requisite action for such authorization has been taken, and (b) will not violate or be in conflict with any legal requirement or result in the creation or imposition of any encumbrance whatsoever upon any of Borrower's property, except as contemplated by the provisions of this Agreement. This Agreement constitutes the legal, valid, and binding obligations of Borrower, and others obligated under the terms of the Loan Documents, enforceable in accordance with the terms hereof.

9. **This Agreement and the other Loan Documents represent the final agreement between the parties, and this Agreement and the other Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements between the parties.**

There are no unwritten oral agreements between the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

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EXECUTED to be effective as of the Effective Date.

Addresses:

4801 Woodway Drive, Suite 420
Houston, Texas 77056

BORROWER:

INTERRA REGESH ORLAND PARK, LLC, a Texas limited liability company

By: [Signature]
Jacob S. Polatsek, its Manager

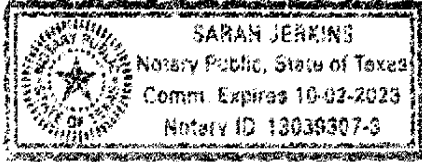
LENDER:

13101 Preston Road, Suite 200
Dallas, Texas 75240
Attn: Loan Operations

UNITED TEXAS BANK
By: [Signature]
Name: STEPHEN PHILLIPS
Title: President

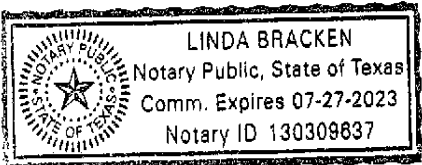
STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 31st day of August, 2022, by Jacob S. Polatsek, Manager of Interra Regesh Orland Park, LLC, a Texas limited liability company, for and on behalf of said company.

[Notary Stamp]  Sarah Jerkins
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 12 day of September, 2022, by Stephen Phillips, President of United Texas Bank, for and on behalf of said Bank.

[Notary Stamp]  Linda Bracken
Notary Public, State of Texas

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GUARANTOR CONSENT

The undersigned (whether one or more, a "Guarantor") executed and delivered a guaranty agreement (each a "Guaranty Agreement") dated as of July 20, 2017, guaranteeing (jointly and severally, if more than one) Borrower's payment of the Note and Borrower's payment and performance of its other covenants and obligations under the Loan Documents.

By execution hereof, each Guarantor consents, as of the Effective Date, to the execution of this Agreement by Borrower and agrees that the Guaranty Agreement heretofore executed by such Guarantor guaranteeing payment by Borrower to Lender of the Note and performance by Borrower of its other obligations to the Lender under the Loan Documents, shall continue to be a valid and binding guarantee of such Guarantor enforceable in accordance with the terms of such Guaranty Agreement, and shall guarantee payment by Borrower to Lender of the Note, as modified by this Agreement. EACH GUARANTOR HEREBY ACKNOWLEDGES AND AGREES THAT THERE ARE NO CLAIMS OR OFFSETS AGAINST, OR DEFENSES OR COUNTERCLAIMS TO, THE INDEBTEDNESS AND OTHER OBLIGATIONS CREATED OR EVIDENCED BY THE LOAN DOCUMENTS OR ANY GUARANTY AGREEMENT.

GUARANTOR:



Jacob S. Polatsek


STATE OF TEXAS

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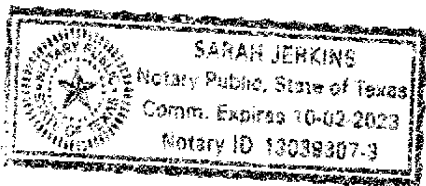
COUNTY OF Harris

This instrument was acknowledged before me on the 21 day of August, 2022, by Jacob S. Polatsek, for and on behalf of himself.

[Notary Stamp]



Notary Public, State of Texas



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EXHIBIT A

PROPERTY DESCRIPTION

Permanent Index Number: 27-15-301-018-0000

Common Address of Property: 9264-9280 West 159th Street
Orland Park, Illinois 60462

Document Prepared By: Sharon C. Jett
Higier Allen & Lautin, P.C.
2711 North Haskell Avenue, Suite 2400
Dallas, Texas 75204

PARCEL 1:

A PARCEL OF PROPERTY LOCATED IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH 0 DEGREES 00 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 (ALSO THE CENTER LINE OF 94TH AVENUE) FOR A DISTANCE OF 64.99 FEET TO A POINT; THENCE SOUTH 89 DEGREES 38 MINUTES 48 SECONDS EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 FOR A DISTANCE OF 50.00 FEET TO A POINT (SAID POINT LYING ON THE EAST RIGHT OF WAY LINE OF 94TH AVENUE PER CASE NUMBER 70L16914); THENCE SOUTH 44 DEGREES 41 MINUTES 27 SECONDS EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF 94TH AVENUE FOR A DISTANCE OF 21.21 FEET TO THE NORTH RIGHT OF WAY LINE OF 159TH STREET PER DOCUMENT NUMBER 70L16926; THENCE SOUTH 89 DEGREES 44 MINUTES 09 SECONDS EAST ALONG THE SAID NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 776.69 FEET TO A POINT IN A LINE LYING 500.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15 AT THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 00 MINUTES 45 SECONDS EAST ALONG THE SAID LINE 500.00 FEET WEST OF AND PARALLEL TO THE SAID EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 15 FOR A DISTANCE OF 398.78 FEET TO A POINT IN A LINE LYING 450.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 38 MINUTES 48 SECONDS EAST ALONG THE SAID LINE LYING 450.00 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15 FOR A DISTANCE OF 250.00 FEET TO A LINE 250.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 0 DEGREES 00 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 393.38 FEET TO THE NORTH RIGHT OF WAY LINE OF 159TH STREET; THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 172.05 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 12 SECONDS WEST CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 5.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 77.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 SET FORTH IN THE RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT RECORDED AS DOCUMENT NUMBER 90118235 UNDER TRUST AGREEMENT KNOWN AS TRUST NUMBER 2761 AND GRANT OF EASEMENT RECORDED AS DOCUMENT NUMBER 85188927 AND EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 26981406.