

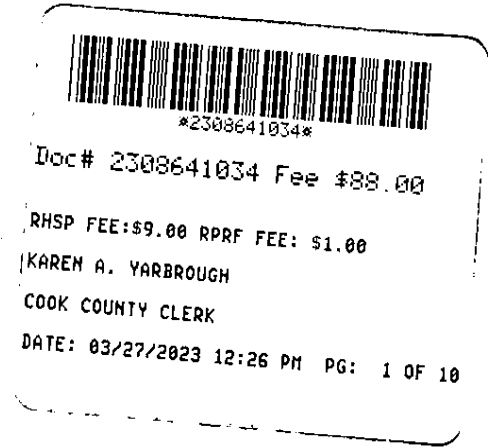
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This instrument prepared by, and after recording, please return to:

Schoenberg Finkel Beederman Bell
Glazer LLC
300 S. Wacker Drive, Suite 1500
Chicago, Illinois 60606
Attention: Joan T. Berg, Esq.

Property Index Numbers:
14-08-113-021-0000
14-08-113-022-0000
14-08-113-024-0000

Commonly known as:
5426 & 5434 North Broadway
Chicago, Illinois 60640



MODIFICATION OF REAL ESTATE LOAN DOCUMENTS

THIS MODIFICATION OF REAL ESTATE LOAN DOCUMENTS (this "**Agreement**") is made as of September 30, 2022, by and among **PHOENIX BUILDINGS, LLC**, an Illinois limited liability company and by **PHOENIX BROADWAY, LLC**, an Illinois limited liability company (individually and collectively, the "**Mortgagor**"), **JENNY YANG**, individually ("**Yang**"), **PHOENIX BEAN, LLC**, an Illinois limited liability company ("**Phoenix Bean**"), **PHOENIX SOY LLC**, an Illinois limited liability company ("**Phoenix Soy**"), and **BUSEY BANK**, its successors and assigns ("**Lender**").

RECITALS:

A. Lender has heretofore made a loan ("**Loan**") to Phoenix Bean and Phoenix Soy in the principal amount not to exceed Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00), pursuant to the terms and conditions of a Loan Agreement dated as of September 14, 2020, as amended from time to time, between Phoenix Bean, Phoenix Soy, and Lender, ("**Loan Agreement**", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by that certain Second Amended and Restated Promissory Note dated as of September 14, 2020, as amended, restated or replaced from time to time, in the principal amount of the Loan made payable to the order of Lender ("**Note**").

B. The Loan is secured by a Junior Mortgage and Assignment of Rents dated as of September 14, 2020, from Mortgagor to Lender recorded March 2, 2021, with the Cook County Clerk, Cook County, Illinois, as Document No. 2106117060 ("**Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("**Property**"), (ii) that certain Assignment of Rents and Leases dated as of September 14, 2020, as amended from time to time, from Mortgagor to Lender and recorded with the Cook County Clerk, Cook County, Illinois, as Document No. 2106117061 ("**Assignment of Leases**"); (iii) that certain Environmental Indemnity Agreement dated as of September 14, 2020, as amended from time to time, from Mortgagor, Phoenix Bean, Phoenix Soy, and Guarantor to Lender (the "**Indemnity Agreement**"); and (iv) certain other loan documents.

C. The Real Loan is further secured by (i) that certain Amended and Restated Guaranty of Payment and Completion dated as of September 14, 2020, as amended from time to time, from Yang to the Lender (the "**Yang Guaranty**").

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D. The Note, the Mortgage, the Assignment of Rents, the Indemnity Agreement, the Loan Agreement, the Yang Guaranty, and the other documents evidencing, securing, and guarantying the Real Estate Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

E. The parties hereto desire to amend the Loan Documents as provided herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of (a) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (b) the agreements by Lender to modify the Loan Documents, as provided herein, (c) the covenants and agreements contained herein, and (d) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Borrower**. Phoenix Soy agrees to become a borrower of the Loan and undertake all obligations of a borrower jointly and severally with Phoenix Bean as described in the Loan Documents, as amended from time to time. All references in the Loan Documents to "Borrower" shall mean, jointly and severally, Phoenix Bean and Phoenix Soy.

2. **Loan Commitment**. The Loan Commitment is revised to mean Five Hundred Thousand and 00/100 Dollars (\$500,000.00). Any reference in the Note, the Loan Agreement, or any other Loan Document to the Loan Commitment or the amount of the Loan shall mean Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

3. **Maturity Date**. The Maturity Date of the Note is extended to May 5, 2023. Any reference in the Note, the Loan Agreement, or any other Loan Document to the Maturity Date shall mean May 5, 2023.

4. **Note Section 4.1**. The Real Estate Note is amended and restated at Section 4.1, as follows:

Interest Prior to Default. Interest shall accrue on the principal balance of this Note outstanding from the date hereof through the Maturity Date at a floating per annum rate of interest ("**Interest Rate**") equal to the Prime Rate (as hereinafter defined), plus one and 00/100 percent (1.00%); provided that in no event shall the Interest Rate be less than four and 25/100 percent (4.25%). Changes in the Interest Rate to be charged hereunder based on the Prime Rate shall take effect immediately upon the occurrence of any change in the Prime Rate. "**Prime Rate**" means the "Prime Rate" published in the "Bonds, Rates and Yields" section of *The Wall Street Journal* or other authoritative source selected by Lender in its sole discretion or, if the *Wall Street Journal* system or another authoritative source is not available, as the Prime Rate is otherwise determined by Lender in its sole and absolute discretion; provided that in no event shall the Prime Rate be less than 3.25%. The Prime Rate is not necessarily the lowest rate charged by Lender on its loans.

5. **Reaffirmation of Yang Guaranty**. Yang ratifies and affirms the Yang Guaranty and agrees that the Yang Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Yang in the Yang Guaranty are, as of the date hereof, true, and correct and Yang does not know of any default thereunder. The Yang Guaranty continues to be the valid and binding obligation of Yang, enforceable in accordance with its terms and Yang has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Yang Guaranty.

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6. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants, and warrants to Lender as follows:

- (a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.
- (b) There is currently no Event of Default (as defined in the Mortgage) under the Real Estate Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Real Estate Note, the Mortgage or the other Loan Documents.
- (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid, and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
- (d) There has been no material adverse change in the financial condition of Borrower, Yang, Nygren, Phoenix, or any other party whose financial statement has been delivered to Lender in connection with the Real Estate Loan from the date of the most recent financial statement received by Lender.
- (e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Real Estate Loan or the Loan Documents as modified herein.
- (f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

7. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's Title Insurance Policy No. 20029622WF (the "**Title Policy**"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

8. **Loan Fee and Expenses.** As a condition precedent to the agreements contained herein, and in consideration of the Lender's agreement to increase the amount of the Real Estate Loan, Borrower shall pay to Lender all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

9. **Miscellaneous.**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- (b) This Agreement shall not be construed more strictly against Lender than against any other party, merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that each party has contributed substantially and materially to the preparation of

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this Agreement, and each party each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Mortgagor, Phoenix Bean, Phoenix Soy, or Yang, nor shall privity of contract be presumed to have been established with any third party.

(d) Each party acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of each party; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

(f) Any references to the "Note", the "Loan Agreement" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Real Estate Note, the Loan Agreement and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

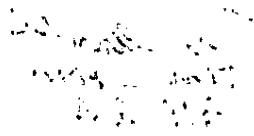
10. **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.**

Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "**Act**"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("**OFAC**"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Real Estate Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or

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Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act laws and regulations, as amended.

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

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

BUSEY BANK

By: Tim Carroll
Name: Tim Carroll
Title: AVP RM

MORTGAGOR:

PHOENIX BUILDINGS, LLC
an Illinois limited liability company

By: Nygren Management Inc.
an Illinois corporation
Its: Manager

By: Matthew Nygren
Name: Matthew Nygren
Title: President

PHOENIX BROADWAY, LLC
an Illinois limited liability company

By: Broadway Phoenix Management, Inc.
an Illinois corporation
Its: Manager

By: Jenny Yang
Name: Jenny Yang
Title: President

Property of Cook County Clerk's Office

PHOENIX BEAN:

PHOENIX BEAN, LLC
an Illinois limited liability company

By: Broadway Phoenix Management, Inc.
an Illinois corporation
Its: Manager

By: Jenny Yang
Name: Jenny Yang
Title: President

YANG

Jenny Yang
JENNY YANG, individually

PHOENIX SOY:

PHOENIX SOY LLC
an Illinois limited liability company

By: Jenny Yang
Name: Jenny Yang
Title: President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Tim Carroll, the AV President of Busey Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AV President, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of Busey Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of February, ~~2022~~ 2023

[Signature]

Notary Public

My Commission expires:

7/29/2026



OFFICIAL SEAL
PATRICK KELLY

Notary Public - State of Illinois
My Commission Expires 7/29/2026

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Matthew Nygren, the President of Nygren Management Inc., an Illinois corporation, being the Manager of Phoenix Buildings, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Nygren Management Inc., an corporation, in its capacity as the Manager of Phoenix Buildings, LLC, an Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of February, 2023, 2022

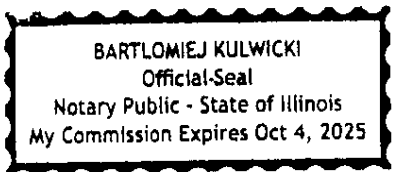


[Signature]
Notary Public
My Commission expires:
10/04/2025

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Jenny Yang, (a) individually, (b) the President of Broadway Phoenix Management Inc., an Illinois corporation, being the Manager of Phoenix Broadway, LLC, an Illinois limited liability company and being the Manager of Phoenix Bean, LLC, an Illinois limited liability company, and (c) the Manager of Phoenix Soy LLC, an Illinois limited liability company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such individual President, and Manager, 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 Broadway Phoenix Management Inc., an Illinois corporation, in its capacity as the Manager of Phoenix Broadway, LLC, an Illinois limited liability company and Phoenix Bean, LLC, an Illinois limited liability company, and as the free and voluntary act of Phoenix Soy LLC, an Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of February, 2023, 2022



[Signature]
Notary Public
My Commission expires:
10/04/2025

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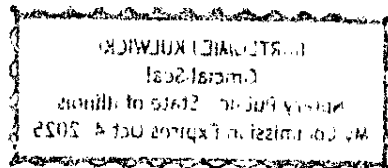
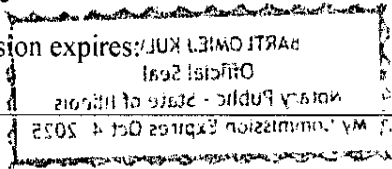
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ President of Busey Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ President, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of Busey Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2022.

Notary Public

My Commission expires: _____



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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Parcel 1:

Lot 13 in Block 8 in Cochran's Third Addition to Edgewater in the East 1/2 of the Northwest 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Index Numbers: 14-08-113-024-0000

Commonly known as: 5426 North Broadway, Chicago, Illinois 60640

Parcel 2:

Lot 9 and the North 6.00 feet of Lot 10 in Block 8 in Cochran's Third Addition to Edgewater, a subdivision of the East 1/2 of the Northwest 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The South 19.00 feet of Lot 10 and the North 12-1/2 feet of Lot 11 in Block 8 in Cochran's Third Addition to Edgewater in the East 1/2 of the Northwest 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Index Numbers: 14-08-113-021-0000 and 14-03-113-022-0000

Commonly known as: 5434-5438 North Broadway, Chicago, Illinois 60640