Doc#. 2309441030 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 04/04/2023 09:45 AM Pg: 1 of 9

(SPACE ABOVE THIS LINE FOR USE BY RECORDER OF DEEDS)

# MASTER LOAN MODIFICATION AGREEMENT (2023) (LOAN NO. 5193643730 AND LOAN NO. 84000000573)

THIS MASTER LOAN MODIFICATION AGREEMENT (2023) (the "2023 Modification Agreement" or "Modification Agreement" or "Agreement") is made and entered into effective as of the 1st day of February, 2023, by and between THE 899 BUILDING, LLC, an Illinois Limited Liability Company (herein referred to as "Borrower"), and OLD SECOND NATIONAL BANK, a National Banking Association (successor-by-merger to West Suburban Bank) (herein referred to as "Lender").

All of the unconditional, joint and seve: "Guarantor(s)" of the below-referenced Note and Loan Indebtedness, each also have joined in the execution of this 2023 Modification Agreement reaffirming each such respective Personal Guaranty and binding such Guarantor to all terms, conditions and covenants set forth herein.

# RECITALS:

A. Borrower, **THE 899 BUILDING, LLC,** has previously executed and delivered to Lender a certain Secured Promissory Note dated January 13, 2017 in the original Prencipal Sum of \$2,250,000.00 (the "Original Note"), evidencing a certain commercial real estate secured loan (to: "Loan" or "First Mortgage Loan"). Each of the aforementioned Guarantors also have executed and delivered to Lender their respective Personal Guaranty(s), further identified below, and such Guarantors each are unconditional, joint and several obligors and liable parties as to all such Loan obligations and indebtedness.

Prepared by:

J. Steven Butkus, Esq.
GUERARD, KALINA & BUTKUS
310 S. County Farm Road, Suite H
Wheaton, IL 60187

After Recording Mail to:
OLD SECOND NA'ITONAL BANK
Attn: Commercial Loan Department
711 South Westmore-Meyers Road
Lombard, IL 60148

PIN: 04-11-204-018-0000 (Under ving)

Property Address/Common Description: Commercial Office Building and Related Improvements at 899 SKOKIE BLVD., NORTHBROOK (COOK COUNTY), IL

- B. Such Original Note and Loan are secured by various "Loan Documents" (as further identified in such Original Note and/or subsequent Amended Note[s]), including but not limited to:
- (i) a certain Mortgage, Assignment of Rents and Security Agreement dated January 13, 2017, made and given by Borrower (as Mortgagor) to Lender (as Mortgagee), and recorded in Cook County, Illinois on February 1, 2017 as Document No. 1703218071 (the "Mortgage" or "First Mortgage") with respect to certain improved commercial real estate commonly known as 899 SKOKIE BLVD., NORTHBROOK (COOK COUNTY), ILLINOIS, and legally described on EXHIBIT "A" attached hereto and made a part hereof (the "Mortgaged Premises" or "Premises");
- (ii) a certain Loan and Security Agreement, bearing even date herewith such Original Note (the "Loan Agreement"); and
- (iv) the Personal Guaranty, originally dated January 11, 2017 ("Guaranty") given by ROBERT STEPHEN QUALKINBUSH, personally (the "Guarantor"), as further hereinbelow reaffirmed.
- C. Borrower, each undersigned Guarantor and Lender have previously modified and amended such Original Note and Loan and in connection therewith, Borrower has previously executed and delivered to Lender a certain Amended and nestated Secured Promissory Note dated January 1, 2021 in the then outstanding principal amount (the "Mo lifted Principal Sum") of TWO MILLION FORTY THREE THOUSAND FIVE HUNDRED SIXTY SIX AND 08/100 (\$2,043,566.08) DOLLARS (the "Amended Note") as well as other companion "Modification Documents", including a certain Mortgage Loan Modification Agreement (2021), also dated January 1, 2021 (the "2021 Modification Agreement").
- D. On December 1, 2021, OLD SECOND NATIONAL BANK, a national banking association, by corporate bank merger, acquired West Suburban Bank and has succeeded to all of its rights, title and interest as to such Amended Note, Mortgage and other Loan Documents and accordingly, Lender is now OLD SECOND NATIONAL BANK.
- E. Because such Amended Note matured, Borrower and Cuarantor have most recently executed and delivered to Lender a certain Second (2nd) Amended and Restated Secured Promissory Note dated February 1, 2022 (the "Second Amended Note") in the "Second Modified Principal Sum" of ONE MILLION NINE HUNDRED SEVENTY-NINE THOUSAND SEVEN HUND, ED NINETY AND 76/100 (\$1,979,790.96) DOLLARS, which Second Amended Note also provided for modification and extension of the Maturity Date to be February 1, 2023.
- F. As an additional requirement for such last modification and extension of the Loan, there additionally has been executed, in concert with such Second Amended Note, a certain Crcss Collateral and Pledge Agreement (the "Cross Collateral Agreement") by Borrower and "Borrower's Affiliate". 400 Central Building, LLC, and an accompanying Junior (Second) Mortgage with respect to such Borrower's Affiliate's commercial real estate known as 400 Central Blvd., Unit "B", Northfield (Cook County), Illinois (the "Junior Mortgage"), as additional collateral and security for such Loan and Second Amended Note.
- G. Borrower now has requested the following further financing accommodations and arrangements from Lender, to wit:
- (i) further modification and extension of the Maturity Date and term of the Loan, as most recently provided under such Second Amended Note; and

- (ii) a new, added interim, secured non-revolving, multiple advance guidance line (sometimes also referred to as the "T.I. Loan" or as a "Good News Line") in a principal sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS to be utilized for tenant improvement(s) related costs at such Mortgaged Premises secured by a Junior Mortgage lien against such Mortgage Premises, all as further herein provided.
- H. Such T.I. Loan is evidenced by a certain Secured Promissory Note, bearing even date herewith executed and given by Borrower to Lender (sometimes called the "T.I. Note" or the "Note") and is secured by a certain Personal Guaranty given by the aforementioned Guarantor as well as a certain "Junior Mortgage" instrument granted and given by Borrower as to such Mortgage Premises as well as this 2023 Modification Agreement.
- I. Lender is willing to so modify and extend the Maturity Date and term of the Loan (and Second Amended Note) and also provide such new added "Good News Line" financing to Borrower, subject to and upon all of the terms conditions and requirements set forth herein (and also set forth in any related documentation executed in connection therewith).

**NOW, THEREFOLF**, for good and valuable consideration, including the mutual covenants herein and as a material inducement to Londer to so modify, amend and extend such Loan, all such considerations being acknowledged as mutually sufficient and received, the parties agree as follows:

- 1. <u>Incorporation of Recitals</u>. All of the foregoing Preambles and Recitals are true and correct in substance and in fact and are hereby incorporated herein by reference as if the same were fully set forth herein.
- 2. <u>Modification of Second Amended Note and Other Loan Documents</u>. The parties hereby agree that the aforementioned Second Amended Note and the First Mortgage Loan evidenced thereby as well as the Loan Agreement and all other Loan Documents all are hereby further modified, amended and extended upon the following renewal terms, to wit:
  - (i) Modification and Extension of Maturity Date/The Extended Term. The term and Maturity Date of such Second Amended Note and Loar, is hereby modified, amended and extended to now be February 1, 2024, (the "Extended Markity Date") at which date the entire unpaid principal balance of such Note and Loan, unless sooner paid, shall be due and payable IN FULL. The period from February 1, 2023 to such extended Maturity Date of February 1, 2024, is sometimes called referred to herein as the "Extende a Term".
  - (ii) Modified "Regular Rate" During Extended Term. The Regular Rate of interest during such Extended Term is hereby modified and amended to be a fixed rate of Six and One-Half (6.5%) Percent per annum.
  - (iii) Mandatory Principal Reduction Payment. Simultaneous with the Borrower's and Guarantor's execution and delivery to Lender of this 2023 Modification Agreement, and as an express required condition precedent and inducement to Lender to so agree to modify and extend the term of such Second Amended Note and First Mortgage Loan, Borrower shall make a mandatory principal reduction payment to Lender under such First Mortgage Loan and the Second Amended Note, in an amount of TWO HUNDRED SEVENTY FIVE THOUSAND AND NO/100 (\$275,000.00) DOLLARS.
  - (iv) <u>Current Principal Balance</u>. The parties acknowledge and confirm that as of <u>//3</u>, 2023, the unpaid principal balance of such Second Amended Note and the Loan (exclusive of

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any unpaid accrued interest and any other charges) is one Million Nive Hay last Nindfues Thousal AND NO /100 (\$/9/9, 252.72)

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- (v) <u>Monthly Payments During the Extended Term</u>. Commencing on March 1, 2023 and continuing on the first (1<sup>st</sup>) day of each month thereafter until the aforementioned Extended Maturity Date, Borrower shall make amortizing monthly payments of principal and interest, each in an amount of Twelve Thousand Five Hundred Eighty Four and 64/100 (\$12,584.64) Dollars.
- (vi) <u>Updated Address for Lender</u>. Commencing, effective on March 1, 2023, the Lender's address, including the address for any notices to Lender shall be: 37 S. River Street, Attn: Commercial Loan Dept., Autora, IL 60506.
- 3. Terms and Conditions for Uses and Administration of the T.I. Loan. Borrower and each Guarantor acknowledge, confirm, and agree to the following additional terms and conditions as to the T.I. Loan, as evidenced by the T.I. Note, to wit:
  - (i) Such T.I. Note and T.I. Loan shall be secured by a Junior (Second) Mortgage instrument with respect to such Mortgaged Premises (subject only to the aforementioned First Mortgage) as well as the Guaranty (s) given by each Guarantor personally, jointly, and severally, all of which shall be in form and content acceptable to Lender in all material respects and shall be executed and delivered to Lender in concert with the execution of this 2023 Modification Agreement.
  - (ii) Such to Lender's reasonable approval, proceeds of such T.I. Loan are to be utilized for tenant buildout/tenant improvement costs and expenses at the Mortgaged Premises. Multiple advances of T.I. Loan proceeds may be made, provided Lender shall not be required to make any single advance in an amount of less than \$10,000.00, nor more than one (1) such advance per calendar month during the term of such T.I. Loan. Additionally, Lender is not required to make any advance within the last thirty (30) days prior to Maturity of such T.I. Note.
  - (iii) All T.I. Loan advances or draws shall be handled through a customary form of lender's construction escrow established with the title insurer and with supporting owners and contractors sworn statements and supporting lien waivers and title insurance coverage as to each such advance, all in form and content reasonably satisfactory to Lender. Additionally, as to each such respective tenant buildout project, prior to any advance of T.I. Loan proceeds therefor, Lender shall be furnished with: (A) a true and correct copy of the executed bona fide third party tenant lease; (B) tenant buildout plans and specifications; and (C) a project budget for such tenant buildout work, all to be in form and content reasonably satis actory to Lender in all material respects.
- 4. <u>Loan Expenses/Loan Documentation Fee</u>. Borrower shall pay to Lender and/or reimburse Lender: (i) all Loan Expenses, including Lender's reasonable attorney's fees, title insurance premiums and charges, recording fees and other out-of-pocket costs, in consideration of such modification and extension of the Loan; <u>plus</u> (ii) a "Loan Documentation Fee" in the amount of Five Hundred and No/100 (\$500.00) Dollars per <u>each</u> such respective Loan (i.e., \$1,000.00 total).
- 5. Reaffirmation of Guaranty. Guarantor, as an express condition precedent and inducement to Lender to make the aforementioned further modification, amendment and extension of such Loan, hereby covenants, acknowledges, confirms and agrees that such Guaranty continues to be in full force and effect and continues to fully and unconditionally guarantee and secure the aforementioned Loan as now

evidenced by such Second Amended Note (as further modified, amended and extended hereby) in and also together with all interest, default interest (if any), late charges, fees, charges and costs thereon, all as set forth in such Guaranty. Guarantor further agrees to hereafter execute such additional instruments and take such additional actions as from time to time may be reasonably required by Lender to further evidence, effectuate and carry out the intents and purposes hereof including, but not limited to, such additional guaranty instrument(s), if requested or required by Lender from time to time.

- 6. <u>Financial Reporting Requirements (as modified)</u>. Borrower and Guarantor, respectively, shall continue to timely comply with all requirements as to financial reporting to Lender as are set forth in the Loan Agreement, the Mortgage, the Guaranty and any other Loan Documents, as previously modified and as further modified and amended hereby, now requiring all of the following, to wit:
  - (i) Borrower is to provide Lender with an annual operating statement and an updated rent roll for the Mortgaged Premises on an annual basis.
  - (ii) Borrov a is to provide annual CPA prepared corporate tax return within thirty (30) days of filing, should it not be filed within Schedule E part 1 of Mr. R. Stephen Qualkinbush's personal tax return.
  - (iii) Upon Lender's request, Borrower is to provide copies of any new or amended leases as updated.
  - (iv) Personal Guarantor to provide an updated personal financial statement on an annual basis.
  - (v) Personal Guarantor is to provide his per onal tax returns within thirty (30) days of filing.

All such financial information, tax returns and formcial statements shall be in form and content reasonably satisfactory to Lender in all material respects. Lender reserves the right to require, by written notice, Borrower and/or Guarantor to produce and furnish to Lender additional supporting documentation based upon the content of any of the foregoing items so produced.

- 7. Additional Modification Conditions. Borrower acknowledges confirms and agrees that as a condition of Lender's agreement to so modify, amend and extend such Loan and modify the Mortgage and the other Loan Documents, Borrower and Guarantor shall timely comply with all of the following additional covenants and conditions, to wit:
  - (i) Cross Collateralization Requirement. As an express, material condition and requirement of Lender's consent and agreement to such further modification and extension of the First Mortgage Loan, such Loan shall continue to be cross-collateralized by a cerrin Junior (Second) Mortgage instrument given by such Borrower's Affiliate granting unto Lender a second, junior mortgage lien (subject only to Lender's prior existing first mortgage as to such real estate) as to the aforementioned commercial real estate known as 400 CENTRAL BLVD., UNIT "B", NORTHFIELD (COOK COUNTY), ILLINOIS (the "Junior Mortgage").
  - (ii) <u>Title Insurance Endorsement(s)</u> (if Lender elects). Borrower acknowledges, confirms and agrees that if Lender so elects, then Borrower shall arrange to furnish to Lender (at Borrower's expense) a satisfactory date down endorsement (covering recordation of this 2023 Modification Agreement), and increasing Lender's coverage to be in the amount of such current unpaid principal balance, with respect to any title coverages Lender has or may elect to require with respect to the Mortgaged Premises. If Lender so elects and requires, Borrower

(or Borrower's Affiliate) shall also furnish Lender, at their own expense, with a satisfactory title search (and/or date down endorsement) covering the recordation of such Junior Mortgage as to such Borrower's Affiliate's real estate.

- (iii) Modification Documents. Borrower, as well as Guarantor, shall execute and deliver to Lender such further and additional Modification Documents as Lender requires in concert with this 2023 Modification Agreement for purposes of further evidencing and carrying out all intents and purposes thereof and fully securing Lender.
- (iv) Borrower's/Guarantor(s)' Current Organizational Documents. Borrower and any Trust/Corporate/Limited Liability Company Guarantor(s) (if any), respectively, shall furnish Lender with a current set of the following organizational, governance and ownership related documentation pertaining to each of them, respectively, to wit: (a) a current certificate of good standing; (b) a current certified copy of Borrower's Articles of Organization and Operating Agreement (including amendments); and (c) an authorization/resolution to borrow. All of the iongoing documentation shall of which shall be in form and content reasonably acceptable to Lender in all material respects.
- (v) <u>Loan Expenses</u>. Borrower covenants and agrees to pay to Lender all Loan Expenses related to the preparation of this 2023 Modification Agreement, other Modification Documents and other related costs and expenses, including but not limited to appraisal costs, Lender's reasonable attorney's fees, recording fees and title insurance charges.
- 8. (Updated) Certificate of Beneficial Cwn ship ("CBO"). If Borrower has previously provided Lender a Certification of Beneficial Ownership ("CBO"), Borrower shall update and provide a new CBO in the event of any changes in Borrower's beneficial ownership. If such is unchanged, by signing below, Borrower certifies and confirms that the beneficial ownership information most recently provided to Lender is up-to-date and accurate, and such information has not changed since that time and the undersigned has no knowledge of facts that would reasonably call into question the reliability of the previously provided information.
- Miscellaneous Terms. If and to the extent of any inconsistency between the terms and provisions of the Second Amended Note (which superseded such prior Original Note and such prior Amended Note, respectively), the Mortgage, any Guaranty(s), the Loan Agreement and any other Loan Documents (as previously modified) with any other term or provision of this 2023 Modification Agreement, the terms and provisions of this 2023 Modification Agreement shall govern and control. Except as expressly provided herein however, the terms and provisions of the aforementioned Original Note, the Amended Note, and the Second Amended Note, Mortgage, the Guaranty, the Loan Agreement and all other Loan Documents (as previously modified and as further modified and amended and extended hereby) remain unaltered and intact and are hereby affirmed.

Borrower and Guarantor each covenant and agree to hereafter execute such additional instruments and take such additional actions as may from time to time be required by Lender for purposes of further evidencing, effectuating and/or carrying out the intents and purposes hereof. Borrower and Guarantor, respectively, warrant and represent to Lender that each has full power and authority to execute, enter into and be bound by the terms and provisions of this 2023 Modification Agreement and that there is adequate and lawful consideration to support the execution, delivery and performance of this 2023 Modification Agreement.

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STATE OF ILLINOIS	)
COUNTY OF Dalage	)
that R. STEPHEN QUAL Liability Company, and peinstrument as such Manage instrument as his free and vertherein set forth. GIVEN	LKINBUSH, sole authorized Manager of THE 899 BUILDING, LLC, an Illinois Limited resonally known to be to be the same person whose name is subscribed to the foregoing r, appeared before me this day in person and acknowledged that he signed and delivered said coluntary act and as the free below any act and deed of said LLC, for the uses and purposes and mynaphallallallallallallallallallallallallall
	Trought Tubble
that ROBERT STEPHEN to the foregoing instrument	) SS ) SS )  A Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY NOUALKINBUSH, personally known to be to be the same person whose name is subscribed to appeared before me this day in person and acknowledged that he signed and delivered said coluntary and, the research purposes of herman set forth. GIVEN under my hand and official many, 2023.  David S Orr Notary Public, State of Illinois  My Commission Expires January 24, 2019  Notary Public
STATE OF ILLINOIS COUNTY OF <b>DUPLY</b>	) ) ss )
Association (successor-by-name is subscribed to the acknowledged that he/she:	d, a Notary Public, in and for the County and State aforesaid, DO HERERY CERTIFY,  Some Many Lawrence of OLD SECOND NATIONAL BANK, a National Banking merger to West Suburban Bank), personally known to me to be the same person whose foregoing instrument as such and a signed and delivered the said instrument as his/her free and voluntary act and as the free and on for the uses and purposes therein set forth. GIVEN under my hand and official seal this Notary Public
"OFFICIAI Josephine Notary Public, St My Commission Expires	Kalish & Ale of Illinois & Ale

As a partial inducement to Lender to so modify, amend and extend the terms and provisions of the Loan and the Loan Documents, Borrower and Guarantor hereby waive any defense of errors or imperfections set forth in any of the Note, Amended Note, the Second Amended Note, the Mortgage, the Guaranty, the Loan Agreement or any other Loan Documents (including any Modification Documents) and otherwise confirm as of this date that none of them has knowledge of any event, fact or circumstance which could be claimed or constitute a defense to their respective duties, liabilities, obligations and indebtedness under the aforementioned Original Note, Amended Note and such Second Amended Note, respectively, the Mortgage, the Guaranty, the Loan Agreement and any other Loan Documents and Modification Documents.

This 2023 Modification Agreement is a "Loan Document" as such term is defined in the Note (Second Amended Note), the T.I. Note, the Mortgage, the Junior Mortgage, the Guaranty(s) and the Loan Agreement. This 2023 Modification Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This 2023 Modification Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed a single instrument.

IN WITNESS WHEPEOF, the parties have executed this 2023 Modification Agreement effective as of the date first written above

**BORROWER:** 

THE 899 BUILDING, LLC, an Illinois

Limited Liability Company

By:

R. Stephen Qualkinbush, Its Sole

Authorized Manager

LENDER:

OLD SECOND NATIONAL BANK, a

national banking association (successor-bymerger to **West Suburban Bank**)

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Ite

**GUARANTOR:** 

ROBERT STEPHEN QUALKINBUSH, personally

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#### EXHIBIT "A"

#### LEGAL DESCRIPTION OF "MORTGAGED PREMISES"

PARCEL 1: LOTS EIGHT, NINE AND TEN IN BLOCK TWO AND ALL OF BLOCK THREE EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID BLOCK THREE, 9.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID BLOCK THREE, TO A POINT IN THE EAST LINE OF SAID BLOCK THREE, 15.75 FEET NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK THREE, IN HUGHES-BROWN-MOORE CORPORATION'S FIRST ADDITION TO NORTH STORE VILLA, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION ELEVEN, TOWNSHIP FORTY-TWO NORTH PANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PORTION OF VACATED SUNSET RIDGE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT TEN IN BLOCK TWO AFORESAID: THENCE EAST ALONG THE EXTENSION EAST OF THE NORTH LINE OF SAID LOT TEN, FOR A DISTANCE OF 20.0 FEET; THENCE SOUTH ALONG A LINE OF 20.0 FEFT EAST OF AND PARALLEL TO THE WEST LINE OF SAID SUNSET RIDGE ROAD, SAID LINE BEING 30.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION ELEVEN, AFORESAID, FOR A DISTANCE OF 370.0 FEET; THENCE SOUTHWESTERLY TO A POINT ON SAID WEST LINE OF SUNSET RIDGE ROAD, SAID POINT BEING 15.75 FEET NORTH OF THE SOUTHEAST CORNER OF BLOCK THREE, AFORESAID; THENCE NORTH ALONG SAID WEST LINE OF SUNSET RIDGE ROAD, 380.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: ALL THAT PART OF VACATED SHER'DAN PLACE LYING WEST OF THE WEST LINE OF SUNSET RIDGE ROAD, EAST OF THE EAST LINE OF SKOKIE BOULEVARD AND LYING BETWEEN BLOCKS 2 AND 3 IN HUGHES-BROWN-MOORE CORPORATION'S FIRST ADDITION TO NORTH SHORE VILLA, AFORESAID; EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SOM CO

P.I.N.: 04-11-204-018-0000

COMMONLY KNOWN AS: COMMERCIAL OFFICE BUILDING AND RELATED IMPROVEMENTS AT: 899 SKOKIE BLVD., NORTHBROOK (COOK COUNTY), ILLINOIS 60062