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Doc#. 2313533135 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/15/2023 03:34 PM Pg: 1 of 6

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:**

Andrew L. Glubisz
Chuhak & Tecson, P.C.
120 S. Riverside Plaza, Ste. 1700
Chicago, Illinois 60606

Property: 6155 West 115th Street
Alsip, Illinois 60803

P.I.N.'s: 24-20-000-024-0000; and
24-20-301-009-0000

Space Above This Line Reserved For Recorder's Use

**SECOND MODIFICATION OF SECOND RESTATEMENT OF MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE
FILING**

THIS SECOND MODIFICATION OF SECOND RESTATEMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Modification**"), dated as of May 12, 2023, is made by and between AJC DISTRIBUTION, LLC, an Illinois limited liability company ("**Borrower**"), as successor in interest to Old National Bank, successor in interest by merger to First Midwest Bank, successor in interest to Standard Bank and Trust Company, as Successor Trustee under TRUST AGREEMENT DATED AUGUST 8, 2001, AND KNOWN AS TRUST NO. 17031 (in such context, Borrower is hereinafter referred to as "**Mortgagor**"), and OLD NATIONAL BANK, successor in interest by merger to First Midwest Bank, successor in interest to Standard Bank and Trust Company, its successors and assigns ("**Mortgagee**").

RECITALS

A. Mortgagor executed in favor of Mortgagee a Second Restatement of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated September 29, 2015, and recorded with the Cook County, Illinois Recorder on September 29, 2015, as Document Number 1527216043, as modified by that certain Modification of Second Restatement of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated September 20, 2022, and recorded with the Cook County, Illinois Clerk on October 24, 2022, as Document Number 2229715000 (collectively, "**Mortgage**"), affecting real property located in Cook County, Illinois, legally described on Exhibit A, attached hereto and made a part hereof, and commonly known as 6155 West 115th Street, Alsip, Illinois 60803 ("**Real Estate**").

B. The Mortgage currently secures certain loan facilities provided by Mortgagee to Borrower and certain other Obligor as defined and further set forth in the Mortgage. One such

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facility is that certain real estate loan to Borrower in the original principal amount of \$4,000,000.00 ("**Mortgage Loan**"), most recently evidenced by that certain Second Amended and Restated Mortgage Note dated September 29, 2015, executed by Borrower in favor of Mortgagee, in the original principal amount of Four Million and 00/100 Dollars (\$4,000,000.00) ("**Note**").

C. Mortgagee is willing to agree to modify the Mortgage Loan pursuant to that certain Second Amendment to Commercial Real Estate Loan and Security Agreement and Other Loan Documents dated as of even date herewith ("**Second Amendment**"), provided that the Mortgage is likewise modified as hereinafter set forth.

MODIFICATIONS AND AGREEMENTS

1. Modifications. Mortgagee and Mortgagor hereby modify the Mortgage such that:
 - a. Any reference in the Mortgage to the "**Loan Agreement**" shall mean and refer to the Commercial Real Estate Loan and Security Agreement dated September 29, 2015, executed by and between Obligors and Mortgagee, among others, as thereafter modified, most recently by the Second Amendment (together with all amendments, restatements, replacements, renewals, extensions, modifications, consolidations, increases, substitutions and refinancings thereof).
 - b. Any reference in the Mortgage to "**Grantor**" or "**Mortgagor**" shall explicitly mean and refer to AJC DISTRIBUTION, LLC, an Illinois limited liability company, and Borrower thereby covenants and agrees to be bound to the terms of the Mortgage as the Grantor and/or Mortgagor thereunder.
2. Continuing Validity. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and is legally valid, binding, and enforceable in accordance with its respective terms, as a first priority lien. Consent by Mortgagee to this Modification does not waive Mortgagee's right to require strict performance of the Mortgage as changed above nor obligate Mortgagee to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Notes or other credit agreement secured by the Mortgage. It is the intention of Mortgagee to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Notes including accommodation parties, unless a party is expressly released by Mortgagee in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Mortgagee that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.
3. Mortgage Validity. The Mortgage represents the unconditional, absolute, valid and enforceable obligation of and against Mortgagor in favor of Mortgagee. Mortgagor has no claims, counterclaims or set-offs with respect to the Loan Documents as modified herein or in the Modification Agreement. Mortgagor understands and acknowledges that

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the Mortgagee entered into the Modification Agreement in reliance upon, and in partial consideration for, this acknowledgment and representation, and agrees that such reliance is reasonable and appropriate. The undersigned Mortgagor hereby confirms and reaffirms all of the representations and warranties in the Mortgage as of the date hereof as being true, accurate and complete.

4. Time. Time is of the essence of this Modification and each term hereof.
5. General Provisions. Any waiver contained in this Modification is singular in nature and should not be construed to represent a waiver of any other term of this Modification, nor should any such waiver be considered continuing in nature.
6. Governing Law. This Modification and all other Loan Documents and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois without regard to principles concerning choice of law. In any action arising out of or connected with the Mortgage or this Modification, the Mortgagor hereby expressly consents to the personal jurisdiction of any state or federal court located in the State of Illinois and also consents to service of process by any means authorized by federal or governing state law.
7. Counterparts. This Modification may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same instrument. This Modification shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.
8. Authority. The signatories hereto state that they have read and understand this Modification, 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.

Remainder of page left blank intentionally – signature page to follow

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IN WITNESS WHEREOF, the Mortgagor has executed this Modification of Mortgage as of the date first above written.

MORTGAGOR:

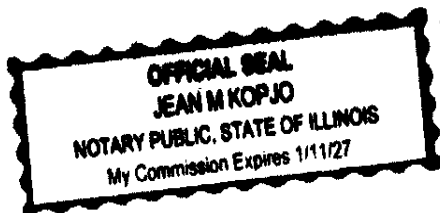
AJC DISTRIBUTION, LLC, an Illinois limited liability company

By: William M. Codo
 Name: William M. Codo
 Its: Sole Manager

STATE OF Ill)
 COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid do hereby certify that William M. Codo, as the Sole Manager of AJC Distributions, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of May, 2023.



Jean M. Kopjo
 Notary Public

My commission expires:

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IN WITNESS WHEREOF, the Mortgagee has executed this Modification of Mortgage as of the date first above written.

MORTGAGEE:

OLD NATIONAL BANK

By: _____

Name: Aaron Jakubiec

Title: Vice President

STATE OF ILLINOIS)

) SS

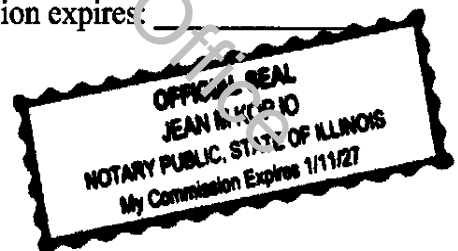
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Aaron Jakubiec, personally known to me to be the Vice President of OLD NATIONAL BANK, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their 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 official seal, this 12 day of May, 2023.

Jean M. Kapro
Notary Public

My commission expires: _____



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: LOT 1 (EXCEPT THE NORTH 17.00 FEET THEREOF) IN KEEBLER SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 678.33 FEET OF THE WEST 539.97 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION OF KEEBLER SUBDIVISION RECORDED AUGUST 17, 1977 AS DOCUMENT 24062706, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 25.00 FEET OF THE SOUTH 628.33 FEET OF THE NORTH 678.33 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.