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THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Courtney E. Mayster
MUCH SHELIST, P.C.
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

PERMANENT TAX INDEX NUMBERS:

14-20-400-013-6000

PROPERTY ADDRESS:

1119 West Addison Street
Chicago, Illinois 60613

CTT

18 WSS 258070LP 1/1



Doc# 2322334037 Fee \$88.00

RHSP FEE: \$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/11/2023 02:18 PM PG: 1 OF 10

This space for Recorder's use only.

SECOND MODIFICATION OF MORTGAGE AND LOAN DOCUMENTS

THIS SECOND MODIFICATION OF MORTGAGE AND LOAN DOCUMENTS (this "**Second Modification**") is dated as of August 16 2023 by and among 1119 W. ADDISON STREET LLC, an Illinois limited liability company (the "**Borrower**"), FRANCIS S. CAMPISE and JAMES D. JANN (said individuals each being referred to herein as a "**Guarantor**" and collectively as the "**Guarantors**") and NORTHBROOK BANK & TRUST COMPANY, N.A., a national banking association, formerly known as Northbrook Bank & Trust Company, and its successors and assigns ("**Lender**").

RECITALS:

A. Lender made a loan ("**Loan**") to Borrower in the original principal amount of **EIGHT HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$875,000.00)**. The Loan is evidenced by a certain Promissory Note dated August 16, 2018, from Borrower payable to the order of Lender in the original principal amount of **EIGHT HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$875,000.00)**, as amended by that certain Amended and Restated Promissory Note dated June 2, 2021, from Borrower payable to the order of Lender in the original principal amount of **EIGHT HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$875,000.00)** (the "**Note**").

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B. The Note is secured by, among other things, (i) that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated August 16, 2018 from Borrower to the Lender and recorded with the Cook County, Illinois Recorder (the "**Recorder's Office**") on August 17, 2018 as Document No. 1822944011 (the "**Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A attached thereto (the "**Property**"); (ii) that certain Assignment of Leases and Rents dated August 16, 2018 from Borrower to the Lender and recorded with the Recorder's Office on August 17, 2018 as Document No. 1822944012 (the "**Assignment of Rents**"); (iii) that certain Environmental Indemnity Agreement dated August 16, 2018 from Borrower and Guarantors to the Lender (the "**Indemnity Agreement**"); (iv) that certain Limited Guaranty of Payment dated August 16, 2018, executed by FRANCIS S. CAMPISE to and for the benefit of Lender (the "**Campise Guaranty**"); (v) that certain Limited Guaranty of Payment dated August 16, 2018, executed by JAMES D. JANN to and for the benefit of Lender (the "**Jann Guaranty**"; the Campise Guaranty and the Jann Guaranty are individually and collectively referred to herein as the "**Guaranty**"); (vi) that certain Modification of Mortgage and Loan Documents by and among Borrower, Guarantors and Lender dated June 2, 2021 and recorded with the Recorder's Office on July 19, 2021 as Document No. 2120057016 (the "**First Modification**"); and (vii) certain other loan documents (the Note, the Mortgage, the Assignment of Rents, the Indemnity Agreement, the Guaranty and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to in this Second Modification as the "**Loan Documents**").

C. Guarantor is the owner of the direct or indirect interests or has a financial interest in Borrower and/or the Property, and has agreed to execute and deliver this Second Modification.

D. Borrower desires to amend the Loan and Loan Documents as set forth herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of: (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Second Modification); (ii) the agreements by Lender to modify the Loan Documents, as provided herein; (iii) agreement to pay Lender's reasonable expenses, including all of Lender's reasonable attorneys' fees and costs in connection with this Second Modification; (iv) the covenants and agreements contained herein; (v) the Guarantor's reaffirmation of the Guaranty with respect to the Loan as amended herein; and (vi) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated into and made part of this Second Modification.

2. **Amendment of Note.** The Note shall be amended to modify certain repayment terms of the Loan, among other things, as set forth in that certain Second Amended and Restated Promissory Note of even date herewith made by Borrower and payable to Lender (the "**Second Amended Note**"). As of the date hereof, the Second Amended Note shall be substituted for and replace in its entirety the existing Note as evidence of the amounts due and owing to Lender, and

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the existing Note shall be canceled by Lender. References herein to the "Note" shall mean the Second Amended Note.

3. **Maturity Date.** The Maturity Date (as defined in the Second Amended Note) shall be amended and extended to August 16, 2028. All references in the Loan Documents to the Maturity Date shall hereinafter mean August 16, 2028.

4. **Representations and Warranties of Borrower and Guarantors.** Each of Borrower and each Guarantor hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Loan Documents are true and correct in all material respects as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Documents) under the 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 Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Second Modification, they continue to be the legal, valid and binding obligations of Borrower and Guarantor 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, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, neither Borrower nor Guarantor has any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) The execution and delivery of this Second Modification and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower and Guarantor. This Second Modification has been duly executed and delivered on behalf of Borrower and Guarantor.

5. **Consent of Guarantor and Reaffirmation of Guaranty.** Each Guarantor hereby consents to this Second Modification and the Second Amended Note and ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Second Modification. The representations and warranties of Guarantor in the Guaranty are, as of this date, true and correct in all material respects and Guarantor knows of no default thereunder. The Guaranty, as it may have been amended, continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

6. **Release by Borrower and Guarantors.** Each of Borrower and each Guarantor hereby releases and forever discharges Lender and its past and present officers, directors,

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employees, agents, attorneys, predecessors-in-interest, parents, subsidiaries, affiliates and assigns of and from any and all actions, claims, and causes of action, suits, debts, liabilities, dues, accounts, demands, obligations, costs, expenses, losses, damage and indemnities of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected, contingent or fixed, in law or in equity, which Borrower or Guarantor has, may have had, own or hold, or at any time heretofore had, may have had, owned or held, whether based on contract, tort, statute, or other legal or equitable theory of recovery, relating to, or arising out of the Loan, the Note, the Loan Documents, this Second Modification or the Property.

7. **Waiver of Defenses.** Borrower and each Guarantor acknowledge that neither Borrower nor Guarantor has any defenses, offsets, or counterclaims under the Loan, the Note or the Loan Documents. To the extent that any such defenses, offsets, or counterclaims exist as of the date hereof, they are hereby waived and released in consideration of Borrower's and Guarantor's agreement to amend the Loan.

8. **Title Policy; Tract Search.** As a condition precedent to the agreements contained herein, at Lender's option, Borrower shall, at its sole cost and expense, or Lender shall at Borrower's sole cost and expenses, cause Chicago Title Insurance Company to issue a tract search or a date down endorsement to loan policy no. 18PNW282075RM (the "**Title Policy**"), as of the date this Second Modification is recorded, reflecting the recording of this Second Modification, 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.

9. **Expenses.** As a condition precedent to the agreements contained in this Second Modification, Borrower shall pay the Extension Fee (as defined in the Second Amended Note) all out-of-pocket costs and expenses actually incurred by Lender in connection with this Second Modification, including, but not limited to, title charges, recording fees, appraisal fees and reasonable legal fees, if any.

10. **Miscellaneous.**

(a) This Second Modification is governed by and should be construed in accordance with the laws of the State of Illinois.

(b) This Second Modification may not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Second Modification, and Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Second Modification. Each of the parties to this Second Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Second Modification, and recognizes that it is executing and delivering this Second Modification, 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 parties state that they have read and understand this Second Modification, that they

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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 Second Modification by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor, nor will privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor and Lender each 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 Second Modification, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are modified as set forth in this Second Modification. Except as expressly modified, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Second Modification binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note," the "Mortgage," the "Assignment of Rents," the "Indemnity Agreement," the "Guaranty," or the "Loan Documents" contained in any of the Loan Documents should be considered to refer to the Note, the Mortgage, the Assignment of Rents, the Indemnity Agreement, the Guaranty and the other Loan Documents as amended from time to time. The paragraph and section headings used in this Second Modification are for convenience only and shall not limit the substantive provisions hereof. All words in this Second Modification that are expressed in the neuter gender should be considered to include the masculine, feminine and neuter genders. Any word in this Second Modification that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.

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

(h) Time is of the essence of Borrower's and each Guarantor's obligations under this Second Modification.

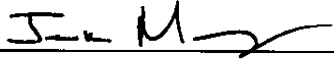
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURES APPEAR ON FOLLOWING PAGE]**

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IN WITNESS WHEREOF, this Second Modification of Mortgage and Loan Documents was executed as of the date and year set forth above.

LENDER:

NORTHBROOK BANK & TRUST COMPANY, N.A.

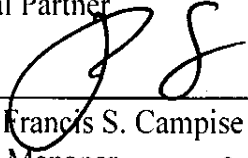
By: 
Name: Jack Murphy
Its: Vice President

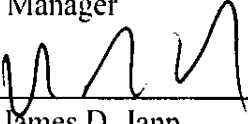
BORROWER:

1119 W. ADDISON STREET LLC,
an Illinois limited liability company

By: JAB REAL ESTATE OPPORTUNITY FUND VI, LP,
a Delaware limited partnership
Its: Manager

By: JAB Real Estate Opportunity Partners VI, LLC,
a Delaware limited liability company
Its: General Partner

By: 
Name: Francis S. Campise
Its: Manager

By: 
Name: James D. Jann
Its: Manager

GUARANTORS:


FRANCIS S. CAMPISE


JAMES D. JANN

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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, **DOES HEREBY CERTIFY** that **FRANCIS S. CAMPISE**, the Manager of JAB Real Estate Opportunity Partners VI, LLC, the General Partner of JAB REAL ESTATE OPPORTUNITY FUND VI, LP, the Manager of **1119 W. ADDISON STREET 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 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 as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7 day of August, 2023.

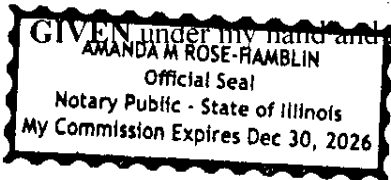


Amanda M Rose-Hamblin
Notary Public
12/30/26

My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that **JAMES D. JANN**, the Manager of JAB Real Estate Opportunity Partners VI, LLC, the General Partner of JAB REAL ESTATE OPPORTUNITY FUND VI, LP, the Manager of **1119 W. ADDISON STREET 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 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 as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.



GIVEN under my hand and notarial seal this 7 day of August, 2023.

Amanda M Rose-Hamblin
Notary Public

My Commission Expires:

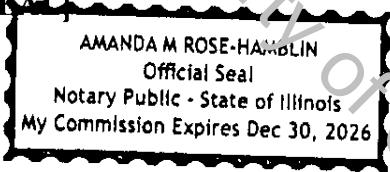
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **JAMEAS D. JANN** who is 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 he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7 day of August, 2023.

[SEAL]



Amanda M Rose-Hamblin

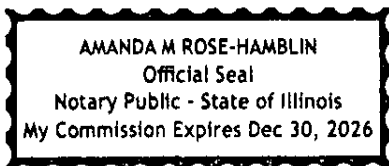
Notary Public

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 **FRANCIS S. CAMPISE** who is 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 he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7 day of August, 2023.

[SEAL]



Amanda M Rose-Hamblin

Notary Public

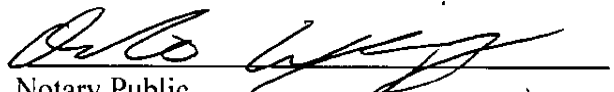
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

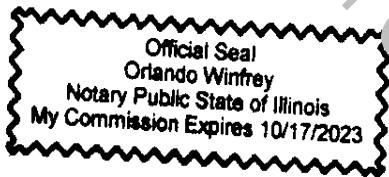
The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that **JACK MURPHY**, Vice President of **NORTHBROOK BANK & TRUST COMPANY, N.A.** who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice 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 said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of August, 2023.

[SEAL]



Notary Public
Orlando Winfrey



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 7 BLOCK 2 IN ERNST J. LEHMANN'S SUBDIVISION OF LOT 4 IN ASSESSOR DIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

1119 West Addison Street
Chicago, Illinois 60613

PERMANENT TAX INDEX NUMBER:

14-20-400-013-0000

Property of Cook County Clerk's Office