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Doc#: 2331028160 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 11/06/2023 04:05 PM Pg: 1 of 11

**THIS DOCUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:**

Patrick C. Johnston, Esq.
Vedder Price P.C.
222 North LaSalle Street, Suite 2500
Chicago, Illinois 60601-1003

(Space above line for Recorder's Use)

NINTH OMNIBUS AMENDMENT TO NOTE SECURED BY MORTGAGE, MORTGAGE AND LOAN DOCUMENTS

This NINTH OMNIBUS AMENDMENT TO NOTE SECURED BY MORTGAGE, MORTGAGE AND LOAN DOCUMENTS (herein called this "Amendment") is made effective as of October 2, 2023 (the "Eighth Amendment Effective Date") by and among 315 W. NORTH AVE. L.P., an Illinois limited partnership ("Mortgagor"), MADO MANAGEMENT L.P., an Illinois limited partnership ("MADC Management" or "Borrower"), and SIGNATURE BANK, an Illinois banking association (hereinafter, together with its successors and assigns, called "Lender" or "Mortgagee").

WITNESSETH:

WHEREAS, this Amendment amends that certain Note Secured by Mortgage dated as of December 31, 2014 in the original principal amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000) by Borrower in favor of Lender, which was amended by the First Omnibus Amendment (defined below) increase the principal amount to THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000), among other matters, and further amended by the First Omnibus Amendment to Note Secured By Mortgage, Mortgage and Loan Documents dated October 20, 2015 (the "Omnibus Amendment") and recorded in Cook County, Illinois on November 18, 2015, as Document No. 1532255441, the Second Omnibus Amendment to Note Secured By Mortgage, Mortgage and Loan Documents dated December 12, 2016 (the "Second Omnibus Amendment") and recorded in Cook County, Illinois on January 3, 2017, as Document No. 1700357149, the Third Omnibus Amendment to Note Secured By Mortgage, Mortgage and Loan Documents dated December 31, 2017 (the "Third Omnibus Amendment") and recorded in Cook County, Illinois on February 5, 2018, as Document No. 1803615000, the Fourth Omnibus Amendment to Note Secured By Mortgage, Mortgage and Loan Documents dated December 1, 2018 (the "Fourth Omnibus Amendment") and recorded in Cook County, Illinois on December 27, 2018, as Document No. 1836106000, the Fifth Omnibus Amendment to Note Secured By Mortgage, Mortgage and Loan Documents dated January 2, 2020 and recorded in Cook County, Illinois on July 13, 2021, as Document No. 2119403491 (the "Fifth Omnibus Amendment"), the Sixth Omnibus Amendment to Note Secured By Mortgage, Mortgage and Loan Documents dated October 2, 2020 and recorded in Cook County, Illinois on November 15, 2021, as Document No. 2131901123 (the "Sixth Omnibus Amendment"), the Seventh

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Omnibus Amendment to Note Secured By Mortgage, Mortgage and Loan Documents dated October 2, 2021 and recorded in Cook County, Illinois on January 5, 2022, as Document No. 2200512211 (the "Seventh Omnibus Amendment"), and the Eighth Omnibus Amendment to Note Secured By Mortgage, Mortgage and Loan Documents dated October 2, 2022 and recorded in Cook County, Illinois on November 4, 2022, as Document No. 2230855013 (the "Eighth Omnibus Amendment") (as amended and as same may be further amended from time to time, the "Note");

WHEREAS, this Amendment amends that certain Mortgage, Security Agreement and Fixture Filing dated December 31, 2014 made by Mortgagor in favor of Mortgagee encumbering the property described therein including, but not limited to, the Real Estate legally described in Exhibit A attached hereto and hereby made a part hereof (the "Premises"), which instrument was recorded in Cook County, Illinois on December 31, 2014, as Document No. 1436555166, and was amended by the First Omnibus Amendment, the Second Omnibus Amendment, the Third Omnibus Amendment, the Fourth Omnibus Amendment, the Sixth Omnibus Amendment, the Seventh Omnibus Amendment and the Eighth Omnibus Amendment (as same may be further amended from time to time, the "Mortgage"), and that certain Assignment of Rents and Leases dated December 31, 2014 made by Mortgagor in favor of Mortgagee encumbering the Premises, which instrument was recorded in Cook County, Illinois on December 31, 2014, as Document No. 1436555167 (as amended from time to time, "Assignment of Rents"), an Environmental Indemnity Agreement, an Amended and Restated Guaranty of Payment dated October 20, 2015 made by Mortgagor, Peter J. O'Brien, an individual ("O'Brien"), Margaret Manor Inc., an Illinois corporation, and Nine Forty Collom Corporation, an Illinois corporation in favor of Lender (the "Guaranty") and such other agreements executed in connection with the Note, all of the foregoing being documents that secure the Note, (together with the Note, Mortgage, Assignment of Rents and Guaranty, each as may be further amended from time to time, collectively referred to as the "Loan Documents");

WHEREAS, the parties desire to amend the Note to extend the and provide for additional amendments to the Note and other Loan Documents as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, Borrower, Mortgagor and Lender hereby agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Note.

2. Amendments to Note.

(a) Maturity Date. Section 1(b) of the Note is hereby deleted in its entirety and restated as follows:

“(b) On or before October 2, 2024 (the "Maturity Date"), all principal, accrued interest thereon and all other sums due hereunder.”

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3. Mortgage and Assignment of Rents Amendment. All references to the "Note" in the Mortgage and the Assignment of Rents and the other Loan Documents shall be amended to refer to the Note as modified by this Amendment.

4. Loan Fee and Costs. Borrower shall pay to Lender a loan fee in connection with this Amendment of Seven Hundred Fifty and No/100 Dollars (\$750.00), which fee shall be fully earned and payable as of the date first written above and in addition, immediately upon demand, MADO Management and O'Brien shall pay to Lender all costs and expenses, including, without limitation, title insurance fees, recording fees, legal expenses and reasonable attorneys' fees (whether for internal or outside counsel), incurred by Lender in connection with the documentation and consummation of this Amendment.

5. No Further Amendment. This Amendment is given solely to amend and modify each of the Loan Documents as set forth herein. No further amendment or modification of any Loan Document is made or intended, and the respective terms and provisions thereof shall, as expressly amended and modified hereby, continue in full force and effect after the date hereof. The warranties, representations, covenants and agreements contained in the Loan Documents as herein expressly amended, are hereby ratified, approved and confirmed in every respect.

6. No Release. The indebtedness, liabilities and other obligations secured by the Mortgage are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any lien, charge, security interest, assignment or other encumbrance created or evidenced thereby and all such liens, charges, security interests, assignments and encumbrances and the priority thereof shall relate back to the respective recordation dates for the Mortgage as referenced herein. This Amendment is not intended and shall not be deemed or construed to in any way effect the enforceability or priority of the Mortgage or constitute a novation, termination or replacement of all or any part of the indebtedness, liabilities or other obligations secured thereby.

7. Successors and Assigns; Agents; Captions. The covenants and agreements contained herein shall bind, and the rights thereunder shall inure to, the respective successors and assigns of Borrower and Lender, subject to the provisions of the Mortgage. The captions and headings of the paragraphs of this Amendment are for convenience only and are not to be used to interpret or define the provisions hereof.

8. Counterparts. This Amendment may be executed in any number of original counterparts, each of which when so executed shall be deemed to be an original for all purposes, and all counterparts shall together constitute one and the same instrument.

9. Governing Law; Severability. This Amendment shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles.

10. Representations and Warranties. As of the date hereof and, after giving effect to this Amendment and the transactions contemplated hereby, the representations and warranties of Borrower contained in the Loan Documents are true and correct in all respects on and as of the date hereof to the same extent as though made on and as of such date except to the extent such representations and warranties specifically relate to an earlier date.

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11. Organizational Authority. (i) The execution, delivery and performance by Borrower of this Amendment are within its company powers and have been duly authorized by all necessary company action, (ii) this Amendment is the legal, valid and binding obligation of Borrower enforceable in accordance with its terms and (iii) neither the execution, delivery or performance by Borrower of this Amendment (1) violates any Law, (2) conflicts with or results in the breach or termination of, constitutes a default under or accelerates any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which Borrower is a party or by which Borrower or any of its property is bound, except for such conflicts, breaches, terminations, defaults or accelerations, (3) results in the creation or imposition of any lien upon any of the collateral, (4) violates or conflicts with the bylaws, operating agreements or other organizational documents of Borrower, or (5) requires the consent, approval or authorization of, or declaration or filing with, any other Person, except for those already duly obtained.

SIGNATURE PAGE FOLLOWS

Property of Cook County Clerk's Office

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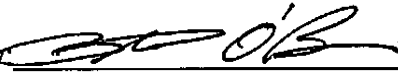
Signature Page to Omnibus Amendment

IN WITNESS WHEREOF, each Borrower has caused this Amendment to be duly executed the day and year first above written.

BORROWER:

MADO MANAGEMENT L.P.,
an Illinois limited partnership

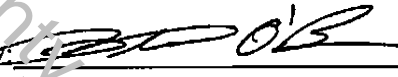
By: Chicago Investments, Inc., an Illinois
corporation its general partner

By: 
Peter O'Brien
President

MORTGAGOR:

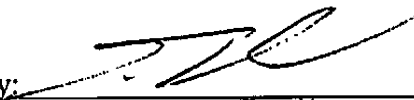
315 W. NORTH AVE. L.P., an Illinois
limited partnership

By: 315 W. North Ave. Corp., an Illinois
corporation, its general partner

By: 
Peter O'Brien
President

Accepted:

SIGNATURE BANK

By: 
Name: Tim Philippsen
Title: Commercial Loan Officer

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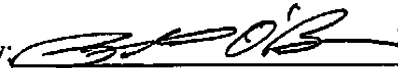
REAFFIRMATION OF GUARANTORS


The undersigned guarantors acknowledge, agree with and consents to the foregoing Ninth Omnibus Amendment to Note Secured by Mortgage, Mortgage and Loan Documents dated as of October 2, 2023 by and between Signature Bank and Mortgagor and Borrower to which this Reaffirmation of Guarantors is attached and made a part hereof, and hereby: (i) agree that the undersigneds' guarantee as set forth in the Guaranty remains in full force and effect pursuant to the terms and provisions contained therein, and (ii) ratifies and reaffirms all of their obligations under the Guaranty. The undersigned guarantors are authorized to execute and deliver this reaffirmation and perform the obligations under such guarantee, which guarantee shall continue to be valid, binding, and enforceable against such guarantor in accordance with its terms.

IN WITNESS WHEREOF, this Reaffirmation of Guarantor is executed as of this 21 day of October, 2023.


315 W. NORTH AVE. L.P., an Illinois limited partnership

By: 315 W. North Ave. Corp., an Illinois corporation, its general partner


By: 
Peter O'Brien
President


PETER J. O'BRIEN

MARGARET MANOR INC., an Illinois corporation

By: 
Peter O'Brien
President

NINE FORTY COLLOM CORPORATION, an Illinois corporation

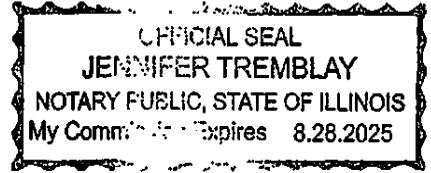
By: 
Peter O'Brien
President

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Notary Page to Omnibus Amendment

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF Cook) SS.

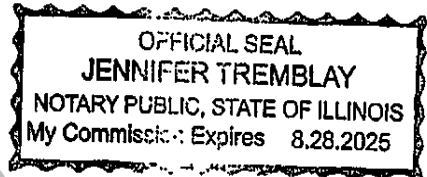


On this 27 day of October, 2023 before me, the undersigned Notary Public, personally appeared Peter O'Brien, known to me to be the President of Chicago Investments, Inc., an Illinois corporation, general partner of MADO MANAGEMENT L.P., an Illinois limited partnership and he acknowledged that he executed the foregoing instrument as the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the foregoing instrument and in fact executed the foregoing instrument on behalf of the limited partnership.

By: Jennifer Tremblay
 Notary Public in and for the State of Illinois
 My commission expires: 8/28/2025

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF Cook) SS.



On this 27 day of October, 2023 before me, the undersigned Notary Public, personally appeared Peter O'Brien, known to me to be the President of 315 W. North Ave. Corp., an Illinois corporation, general partner of 315 W. NORTH AVE. L.P., an Illinois limited partnership and he acknowledged that he executed the foregoing instrument as the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the foregoing instrument and in fact executed the foregoing instrument on behalf of the limited partnership.

By: Jennifer Tremblay
 Notary Public in and for the State of Illinois
 My commission expires: 8/28/2025

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Notary Page to Omnibus Amendment

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
 COUNTY OF Cook)



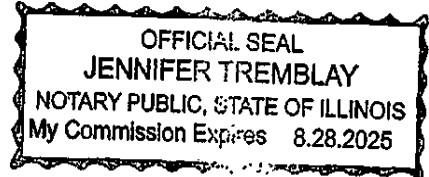
On this 27 day of October, 2023 before me, the undersigned Notary Public, personally appeared PETER O'BRIEN, and he acknowledged that he executed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

By: Jennifer Tremblay
 Notary Public in and for the State of Illinois

My commission expires: 8/28/2025

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
 COUNTY OF Cook)



On this 27 day of October, 2023 before me, the undersigned Notary Public, personally appeared Peter O'Brien, known to me to be the President of MARGARET MANOR INC., an Illinois corporation and he acknowledged that he executed the foregoing instrument as the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the foregoing instrument and in fact executed the foregoing instrument on behalf of the limited partnership.

By: Jennifer Tremblay
 Notary Public in and for the State of Illinois

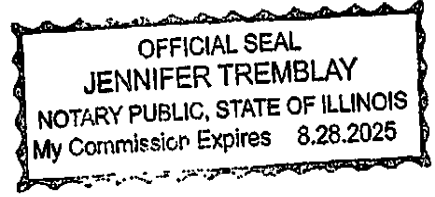
My commission expires: 8/28/2025

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Notary Page to Omnibus Amendment

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF Cook) SS.



On this 27 day of October, 2023 before me, the undersigned Notary Public, personally appeared Peter O'Brien, known to me to be the President of NINE FORTY COLLOM CORPORATION, an Illinois corporation and he acknowledged that he executed the foregoing instrument as the free and voluntary act and deed of said limited partnership for the uses and purposes there mentioned, and on oath stated that he is authorized to execute the foregoing instrument and in fact executed the foregoing instrument on behalf of the limited partnership.

By: Jennifer Tremblay
 Notary Public in and for the State of Illinois

My commission expires: 8/28/2025

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Notary Page to Omnibus Amendment

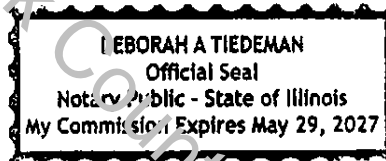
STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS.

I, DEBORAH A. TIEDEMAN a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Tim Philippsen, ^{Commercial} ~~Loan officer~~ of SIGNATURE BANK, 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/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of the company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of October, 2023.

By: Deborah A. Tiedeman
 Notary Public in and for the State of Illinois

My commission expires: 5/29/27



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Legal Description

LOTS 6 AND 7 AND THE EAST 16.35 FEET OF LOT 8 OF THE SUBDIVISION OF THE EAST ½ OF LOTS 119 AND 120 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 17-04-201-001-0000

COMMON ADDRESS: 315-319 W. NORTH AVENUE, CHICAGO, ILLINOIS