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This instrument prepared by and when recorded return to:

Michael J. Wolfe, Esq.
Clingen, Callow, Wolfe & McLean, LLC
2100 Manchester Road, Suite 1750
Wheaton, Illinois 60187

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2002-10-02 11:02:47
Cook County Recorder 34.00



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**SECOND MODIFICATION
TO
MORTGAGE AND SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND OF LESSOR'S INTEREST IN LEASES**

THIS SECOND MODIFICATION TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND OF LESSORS INTERST IN LEASES (this "Modification") is made this 19th day of September 2002, by **WILKENING COURT L.L.C.**, an Illinois limited liability company having an address of 1751 Wilkening Court, Schaumburg, Illinois 60173 (the "Mortgagor"), with and granted to **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association having its principal office at 120 South La Salle Street, Chicago, Illinois 60603, its successors and/or assigns (the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor granted a certain Mortgage and Security Agreement ("Original Mortgage") to Mortgagee encumbering certain real estate described in Exhibit A attached hereto and made a part hereof which Mortgage and Security Agreement is dated May 12, 1999 and has been duly recorded in office of the Cook County Recorder on May 24, 1999 as document number 99499011 securing certain Secured Indebtedness defined and described therein;

WHEREAS, Mortgagor granted a certain Assignment of Rents and of Lessor's Interest in Leases ("Original Assignment of Rents") encumbering certain real estate described in Exhibit A attached hereto and made a part hereof which Assignment of Rents and Lessor's Interest in Leases is dated May 12, 1999 and has been duly recorded in office of the Cook County Recorder on May 24, 1999 as document number 99499012 securing certain Secured Indebtedness defined and described therein;

WHEREAS, Mortgagor subsequently executed and delivered to Mortgagee a certain First Modification to Mortgage and Security Agreement and Assignment of Rents and Lessor's Interest in Leases dated January 31, 2002 ("First Amendment") which has been duly recorded in office of the Cook County Recorder on July 5, 2002 as document number 20020741010 [the Original Mortgage as amended by the First Amendment is hereafter referred to as the "Mortgage" and the Assignment of Rents as amended by the First Amendment is hereafter referred to as the "Assignment of Rents"];

BOX 333-CTI

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WHEREAS, the Secured Indebtedness is being renewed, refinanced and modified by a certain Amended, Consolidated and Restated Mortgage Note of even date herewith in the principal sum of Five Million and 00/100 Dollars (\$5,000,000.00) which is due and payable on May 3, 2005 (the "**Amended, Consolidated and Restated Mortgage Note**");

WHEREAS, Mortgagor and Mortgagee are parties to a certain ISDA Master Agreement and Schedule ("**ISDA Agreement**") of even date herewith in connection with certain transactions (including any agreement with respect thereto) now existing or hereinafter entered into among Mortgagor, Mortgagee or BANK ONE CORPORATION, or any of its subsidiaries or affiliates or their successors, which is a rate swap, basis swap, forward rate transactions, commodity swap, commodity option, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, cross-currency rate swap transaction, currency option or any other similar transactions (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures (the "**Rate Management Transactions**");

WHEREAS, Melvin W. Boldt, an Illinois resident, has executed and delivered to the Mortgagee a certain Guaranty of even date herewith ("**Guaranty**") guaranteeing the performance and payment in full of Guaranteed Obligations (as defined in the Guaranty);

WHEREAS, Mortgagee has required, as a condition precedent to making financial accommodations to Mortgagor under the Amended, Consolidated and Restated Mortgage Note and the Rate Management Transactions, that the Mortgagor deliver this Modification.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Binding Effect of Mortgage. The terms and conditions of the Mortgage and the Assignment of Rents as amended and modified by this Modification shall continue to be binding and enforceable between Mortgagor and Mortgagee.

Section 2. Modification. Effective as of the date of this Modification, (A) the definition of the "Indebtedness Secured Hereby" and "Secured Indebtedness" in the Mortgage and in the Assignment of Rents is hereby amended to include, in addition to the definition set forth in the Mortgage and in the Assignment of Rents, (i) the payment when and as due and payable of the Amended, Consolidated and Restated Mortgage Note, (ii) any and all obligations, contingent or otherwise, whether now existing or hereafter arising, of Mortgagor to the Mortgagee or to BANK ONE CORPORATION, or to any of their subsidiaries or affiliates or successors arising under or in connection with Rate Management Transactions, (iii) the payment of all other indebtedness which the Mortgage and Assignment of Rents secures pursuant to its terms or which is payable under the terms of the Amended and Restated Note, and (vi) any extensions, renewals, modifications, refinancings or substitutions, from time to time, for any of the foregoing matters in (i), (ii) and (iii); and (B) the definition of "Lease" or "Leases" in the Mortgage and in the

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Assignment of Rents is amended to add and include the Industrial Building Lease between Mortgagor and BMI Acquisition Corporation dated on or about the even date herewith.

Section 3. Events of Default in Mortgage. Section 20 (a) of the Mortgage is amended to include the following, in addition to the events of default set forth in the Mortgage, which shall constitute an event of Default under the Mortgage: (i) the occurrence or existence of any default, event of default or other similar condition or event (however described) with respect to Rate Management Transactions, or (ii) a default occurs under the terms, covenants and conditions of the Guaranty, including amendments, renewals, modifications or extensions thereto.

Section 4. Events of Default in Assignment of Rents. Section 6 of the Assignment of Rents is amended to include the following, in addition to the events of default set forth in the Assignment of Rents, which shall constitute an Event of Default under the Assignment of Rents: (i) the occurrence or existence of any default, event of default or other similar condition or event (however described) with respect to Rate Management Transactions, or (ii) a default occurs under the terms, covenants and conditions of the Guaranty, including amendments, renewals, modifications or extensions thereto.

Section 5. Miscellaneous.

- a. The Recitals are incorporated herein by this reference and represent additional provisions of this Modification.
- b. This Modification shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Modification as of the date first above written.

MORTGAGOR:

WILKENING COURT L.L.C., an Illinois limited liability company

By: Eric Drive Management, Inc., Manager

By: Melvin W Boldt
Melvin W. Boldt, President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Melvin W. Boldt, personally known to me to be the President of Eric Drive Management, Inc., the Manager of WILKENING COURT L.L.C. and 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 in such capacity, he signed and delivered the said instrument , pursuant to authority given by the Manager of said company, as his 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 on September 19, 2002.

“OFFICIAL SEAL”
PEARL A. ZAGER
Notary Public, State of Illinois
My Commission Expires 03/14/06

Pearl A Zager
NOTARY PUBLIC

My Commission Expires: _____

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EXHIBIT A

Legal Description

PARCEL 1:

ALL OF LOT 73 AND THAT PART OF LOT 74 IN WOODFIELD BUSINESS CENTER TWO-WEST BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED FEBRUARY 9, 1983 AS DOCUMENT NUMBER 26501312 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 74, THENCE NORTH 0 DEGREES 01 MINUTES 41 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 74 A DISTANCE OF 240.00 FEET TO A CORNER OF SAID LOT 74, THENCE NORTH 86 DEGREES 17 MINUTES 15 SECONDS EAST ALONG A NORTHERLY LINE OF SAID LOT 74 A DISTANCE OF 47.00 FEET TO A CORNER OF LOT 74; THENCE CONTINUING NORTH 86 DEGREES 17 MINUTES 15 SECONDS EAST 530.15 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 74; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 74, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTHEAST HAVING A RADIUS 578.67 FEET, AN ARC DISTANCE OF 370.07 FEET TO THE SOUTHEAST CORNER OF SAID LOT 74, THE CHORD OF SAID ARC HAVING A LENGTH OF 363.80 FEET AND BEARING OF SOUTH 40 DEGREES 16 MINUTES 50 SECONDS WEST; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST 340.85 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 17 FEET OF LOT 4 IN WOODFIELD BUSINESS CENTER TWO-WEST UNIT 2 BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS IN FAVOR OF PARCELS 1 AND 2 AFORESAID, AS CREATED BY RECIPROCAL EASEMENT AND PARTY WALL AGREEMENT DATED JANUARY 18, 1989 AND RECORDED JANUARY 24, 1989 AS DOCUMENT 89036176 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 26, 1984 AND KNOWN AS TRUST NUMBER 107589 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1988 AND KNOWN AS TRUST NUMBER 113760, FOR THE PURPOSES OF (A) REPAIRING, REBUILDING AND REPLACING ANY PORTION OF THE PARTY WALL, AND THE REPLACING AND REPAIRING OF ANY PIPES, CABLES, CONDUITS OR OTHER FIXTURES NECESSARY FOR THE MAINTENANCE OF UTILITIES SERVICING THE LAND; AND (B) INGRESS, EGRESS AND PARKING OVER, ALONG AND THROUGH THOSE PORTIONS OF THE FOLLOWING DESCRIBED LAND WHICH ARE DEVELOPED WITH PARKING AREAS, ROADWAYS, SIDEWALKS, DRIVEWAYS AND/OR WALKWAYS FOR SUCH RESPECTIVE PURPOSES:

LOT 4 (EXCEPT THE EAST 17 FEET THEREOF) IN WOODFIELD BUSINESS CENTER TWO-WEST UNIT 2 BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

LOT 4 (EXCEPT THE EAST 17 FEET) IN WOODFIELD BUSINESS CENTER TWO-WEST UNIT 2, BEING A RESUBDIVISION OF LOTS 71 AND 72 IN WOODFIELD BUSINESS CENTER TWO-WEST, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

NON-EXCLUSIVE EASEMENTS IN FAVOR OF PARCEL 4 AFORESAID, AS CREATED BY RECIPROCAL EASEMENT AND PARTY WALL AGREEMENT DATED JANUARY 18, 1989 AND RECORDED JANUARY 24, 1989 AS DOCUMENT 89036176 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 26, 1984 AND KNOWN AS TRUST NUMBER 107589 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1988 AND KNOWN AS TRUST NUMBER 113760, FOR THE PURPOSES OF (A) REPAIRING, REBUILDING AND REPLACING ANY PORTION OF THE PARTY WALL, AND THE REPLACING AND REPAIRING OF ANY PIPES, CABLES, CONDUITS OR OTHER FIXTURES NECESSARY FOR THE MAINTENANCE OF UTILITIES SERVICING THE LAND; AND (B) INGRESS, EGRESS AND PARKING OVER, ALONG AND THROUGH THOSE PORTIONS OF THE FOLLOWING DESCRIBED LAND WHICH ARE DEVELOPED WITH PARKING AREAS, ROADWAYS, SIDEWALKS, DRIVEWAYS AND/OR WALKWAYS FOR SUCH RESPECTIVE PURPOSES:

THE EAST 17 FEET OF LOT 4 IN WOODFIELD BUSINESS CENTER TWO-WEST UNIT 2 BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

AND

ALL OF LOT 73 AND THAT PART OF LOT 74 IN WOODFIELD BUSINESS CENTER TWO-WEST BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED FEBRUARY 9, 1983 AS DOCUMENT 26501312 DESCRIBED AS FOLLOWS:

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1751 WILKENING COURT
SCHAUMBURG, ILLINOIS

07-10-202-012-0000 , 17-10-202-014-0000