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WHEREAS, the Loans are secured in part by a Construction Mortgage encumbering the property described on Exhibit A hereto, A Trust Mortgage encumbering the property described on Exhibit B hereto, and a Mortgage encumbering the property described on Exhibit C.

WHEREAS, Kreis has requested the Bank extend the Term Loan B Termination Date from December 31, 2002 to March 31, 2003;

WHEREAS, the Bank and Kreis are parties to that certain Loan and Security Agreement, dated June 5, 1997 (the "Original Kreis Loan Agreement"), as modified and amended from time to time through and including a certain Eleventh Amendment to Loan and Security Agreement and Revolving Note dated September 30, 2002 by and among the parties hereto (the "Eleventh Amendment") [the Original Kreis Loan Agreement, as modified and amended from time to time through and including the Eleventh Amendment is herein referred to as the "Kreis Loan Agreement"];

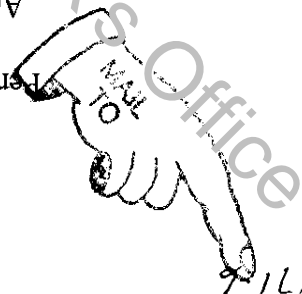
RECITALS

THIS TWELFTH AMENDMENT TO LOAN AND SECURITY AGREEMENT (this "Amendment") is entered into and effective as of December 31, 2002 by and among Royal American Bank (the "Bank"), Kreis Tool & Manufacturing Co., Inc., an Illinois corporation ("Kreis"), Kreis Enterprises, L.L.C., an Illinois limited liability company ("Enterprises"), Edmund S. Kreis, an individual ("Mr. Kreis"), Valerie Kreis, an individual ("Mrs. Kreis"), and Valerie Kreis, as Trustee of the Valerie Kreis Living Trust dated December 10, 1993 (the "Trust").

USKCC

TWELFTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

Permanent Real Estate Tax Index No.:  
See Exhibits A, B and C  
Address: See Exhibits A, B and C



Michael J. Wolfe  
MELTZER, PURTILL & STELLE  
LTC  
1515 East Woodfield Rd.,  
Second Floor  
Schaumburg, IL 60173-5431  
70098717

Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 07/01/2003 01:21 PM Pg: 1 of 7



FILED FOR RECORD  
KANE COUNTY, ILL.  
MAR 26 AM 9:00  
Eugene Moore

20034049481

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**Section 6. Ratification of Loan Documents.** Mr. Kreis, Mrs. Kreis and the Trust hereby further ratify and acknowledge the continuing validity and enforceability of the Loan Documents and the obligations and liens evidenced thereby (including, without limitation, the Enterprises Guaranty, the Mr. Kreis Guaranty, the Mrs. Kreis Guaranty and the Trust Guaranty). Except as expressly provided in this Amendment, all terms, covenants, conditions, and provisions of the Loan Documents shall be and remain in full force and effect as written unmodified hereby. In the event of any conflict between the terms of this Amendment and the Loan Documents, this Amendment shall control. In no manner shall this Amendment

**Section 5. No Defenses, Setoffs, or Counterclaims.** Mr. Kreis, Mrs. Kreis and the Trust represent and warrant to that Bank that they have no defenses, setoffs, or counterclaim of any kind or nature whatsoever against the Bank with respect to the Loan Documents or obligations thereunder, or any action previously taken or not taken by the Bank with respect thereto, or with respect to any security interest, encumbrance, lien, or collateral in connection therewith.

**Section 4. Reaffirmation of Representations and Warranties.** Mr. Kreis, Mrs. Kreis and the Trust reaffirm the accuracy of all representations and warranties contained in the Loan Documents, as if such representations and warranties had been made on the date hereof. Mr. Kreis, Mrs. Kreis and the Trust acknowledge and agree that the Bank is specifically relying upon the representations and warranties contained herein and in the Loan Documents in entering into this Amendment.

**Section 3. Authority and Enforceability.** Mr. Kreis, Mrs. Kreis and the Trust represent and warrant to the Bank that the execution of this Amendment, the delivery by each of them of the documents provided for herein, their respective performance hereof, and the transactions contemplated hereby have been duly authorized by all requisite action on their respective parts, and that this Amendment constitutes a valid and binding obligation of each of them and is enforceable against each of them in accordance with its terms. As evidence of the foregoing authorization, Mr. Kreis and Enterprises agree to provide the Bank with certified resolutions approving the transactions contemplated hereby.

**Section 2. Term Loan B Termination Date.** The Term Loan B Termination Date is hereby extended to March 31, 2003.

Mr. Kreis, Mrs. Kreis and the other Loan Documents as defined described in the Kreis Loan Agreement and the other Loan Documents as defined described in the Kreis Loan Agreement specifically defined, shall have the meanings and definitions prescribed in the Kreis Loan Agreement and the other Loan Documents as defined described in the Kreis Loan Agreement.

**Section 1. Incorporation of Recitals.** All of the recitals set forth above are hereby incorporated as a part of this Amendment. All capitalized terms used herein, if not otherwise specifically defined, shall have the meanings and definitions prescribed in the Kreis Loan Agreement and the other Loan Documents as defined described in the Kreis Loan Agreement.

consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**NOW, THEREFORE,** in consideration of the foregoing, and other good and valuable

## AGREEMENTS

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

- (f) Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns.
- (e) Third-Party Beneficiaries. This Amendment is entered into for the exclusive benefit of the parties hereto, and no other party shall derive any rights or benefits here from.
- (d) Illinois Law to Govern. This Amendment and each transaction contemplated hereunder shall be deemed to be made under and shall be construed and interpreted in accordance with the laws of the State of Illinois.
- (c) No Waiver. No failure or delay on the part of the Bank in exercising any right, power or remedy hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or under any other Loan Document. The remedies herein provided and under any other Loan Document are cumulative and not exclusive of any remedies provided by law.
- (b) Entire Agreement. This Amendment constitutes the entire agreement among the parties hereto, and there are no agreements or understandings with respect to the matters set forth herein except as specifically delineated herein.
- (a) Amendment. This Amendment shall not be amended or modified in any way except by an instrument in writing executed by each of the parties hereto.

## Section 9. Miscellaneous.

**Section 8. Payment of Fees.** Kreis shall pay the reasonable legal fees of Bank counsel in connection with the preparation of this Amendment and matters related thereto and all other out-of-pocket expenses incurred by the Bank in connection with this Amendment.

**Section 7. Other Conforming Amendments.** All other Loan Documents, as amended by this Amendment, are hereby amended to reflect that the Term Loan B Termination Date is hereby extended to March 31, 2003.

impair the Loan Documents, the obligations, liabilities, liens, or security interests represented thereby, nor shall such lien or liens or security interests be in any manner waived or impaired or diminished.

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dated December 10, 1993  
Trustee of the Valerie Kreis Living Trust  
VALERIE KREIS, individually and as

*Valerie Kreis*

EDMUND S. KREIS, individually

*Edmund S. Kreis*

Valerie Kreis

By:

*Valerie Kreis*

Witness:

Edmund S. Kreis, Manager

By:

*Edmund S. Kreis*

KREIS ENTERPRISES, L.T.C., an  
Illinois limited liability company

Valerie Kreis, Secretary

By:

*Valerie Kreis*

Attest:

Edmund S. Kreis, President

By:

*Edmund S. Kreis*

KREIS TOOL & MANUFACTURING  
CO., INC., an Illinois corporation

Title:

Print Name:

*Edmund S. Kreis*  
V.P.

By:

*Edmund S. Kreis*

ROYAL AMERICAN BANK

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

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

COMMON ADDRESS: 1615-1645 CAMBRIDGE DRIVE  
ELGIN, ILLINOIS 60120

P.I.N.: 06-03-353-002-0000  
06-03-353-003-0000  
06-03-353-004-0000

LOTS 21, 22, AND 23 IN WINDSOR'S COMMERCE CENTER, IN THE CITY OF ELGIN,  
KANE COUNTY, ILLINOIS

Legal Description

EXHIBIT A

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

COMMON ADDRESS: 2 LOCH LANE  
SOUTH BARRINGTON, ILLINOIS 60010

P.I.N.: 01-23-309-001-0000

LOT 8 IN GREENSWARD UNIT 1, BEING A SUBDIVISION OF PART OF THE EAST  
ONE-HALF OF THE SOUTH WEST ONE-QUARTER OF SECTION 23, TOWNSHIP 42  
NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO  
THE PLAT THEREOF RECORDED MARCH 12, 1985 AS DOCUMENT NUMBER 27472132  
IN COOK COUNTY, ILLINOIS.

Legal Description

EXHIBIT B

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Property of Cook County Clerk's Office

COMMON ADDRESS: 14 W. PENNY ROAD SOUTH BARRINGTON, ILLINOIS 60010

P.I.N.: 01-23-305-001

LOT 1 OF STONERIDGE SUBDIVISION UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 8, 1978 AS DOCUMENT 24709446, IN COOK COUNTY, ILLINOIS.

Legal Description

EXHIBIT C