

UNOFFICIAL COPY

This document was prepared by

James A. Schraidt
Seyfarth Shaw
55 East Monroe Street Suite 4200
Chicago, Illinois 60603

After recording return to:

AFTER RECORDING, MAIL TO:

LaSalle Bank N.A.
4747 W. Irving Park Rd, 3rd fl
Chicago, IL 60641

Naperville, Illinois 60563



Doc#: 0433112164
Eugene "Gene" Moore Fee: \$88.50
Cook County Recorder of Deeds
Date: 11/26/2004 03:33 PM Pg: 1 of 23

FOURTH AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AGREEMENT

THIS FOURTH AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AGREEMENT dated as of October 8, 2004 (this "Agreement") by and among ARMON, INC., a Delaware Corporation ("Armon"), F.E. MORAN, INC. SPECIAL HAZARD SYSTEMS, a Delaware corporation, F.E. MORAN, INC., an Illinois corporation, F.E. MORAN, INC. FIRE PROTECTION, an Illinois corporation, THERMODYNE MECHANICAL SERVICES, INCORPORATED, an Illinois corporation, FIRE PROTECTION INDUSTRIES, INC., an Illinois corporation, (together with their successors and assigns, hereinafter collectively referred to as "Borrower"), OWEN A. MORAN ("O. Moran"), BRIAN K. MORAN ("B. Moran"), BRIAN K. MORAN, as Trustee under the Owen A. Moran Trust Agreement dated September 14, 1984, JEAN B. MORAN and LASALLE BANK NATIONAL ASSOCIATION, successor by merger to LaSalle National Bank, successor trustee to LaSalle National Trust, N.A., not individually, but as Trustee under Trust Agreement dated March 28, 1969 and known as Trust No. 10-15781-08 (hereinafter collectively referred to as the "Mortgagors"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank");

W I T N E S S E T H:

WHEREAS, one or more of Borrower, O. Moran, B. Moran, the Mortgagors, and the Bank heretofore entered into the following documents (collectively, the "Company Loan Documents"):

- (i) Second Amended and Restated Loan Agreement dated as of January 28, 2000, by and between Borrower and the Bank (as the same is amended from time to time, the "Company Loan Agreement");

Obligor # 0612737879

Handwritten notes: yed 12/22/04, C. Y., 23

UNOFFICIAL COPY

(ii) Third Amended and Restated Revolving Loan Note in the Principal amount of \$9,000,000 dated July 1, 2003 (the "Prior Revolving Note"), Term Loan Note in the principal amount of \$5,000,000 dated January 28, 2000 (the "Term Loan Note"), and (iii) Equipment Loan Conversion Note in the principal sum of \$272,222.27 dated January 28, 2000 (the "Equipment Loan Conversion Note"), dated January 28, 2000, and each from Borrower to the Bank (collectively, the "Notes");

(iii) Mortgage made to Columbia National Bank of Chicago ("Columbia"), to which the Bank is successor, by Brian K. Moran, as Trustee under a trust agreement dated September 14, 1984 and Jean B. Moran, dated April 25, 1995 (the "Company Winnetka Mortgage") and recorded in the office of the Cook County, Illinois Recorder of Deeds on June 21, 1995, as Document No. 95399793, of the property described as Tract 1 on Exhibit A hereto, which property is located at 15 Woodley Drive, Winnetka, Illinois 60093);

(iv) Junior Mortgage and Security Agreement made to Columbia, to which the Bank is successor, by the Bank as Trustee under a trust agreement dated March 28, 1969, and known as Trust No. 10-15781-08, dated April 25, 1995 (the "Company Northbrook Mortgage") and recorded in the office of the Cook County, Illinois Recorder of Deeds on June 21, 1995, as Document No. 95399795, of the property described as Tract 2 on Exhibit A hereto, which property is located at 2265 Carlson, Northbrook, Illinois, 60062;

(v) Mortgage and Security Agreement made to Columbia, to which the Bank is successor, by Owen A. Moran, dated April 25, 1995 (the "Company Berrien County Mortgage") and recorded in the office of the Register of Deeds of Berrien County, Michigan on June 22, 1995, at LIBER 1696, page 595, of the property described as Tract 3 on Exhibit A hereto, which property is located in Benton Harbor, Michigan;

(vi) Mortgage and Security Agreement made to Columbia, to which the Bank is successor, by Owen A. Moran and Jean B. Moran, dated April 25, 1995 (the "Company Allegan County Mortgage") and recorded in the office of the Register of Deeds of Allegan County, Michigan on June 27, 1995, at LIBER 1523, page 309, of the property described as Tract 4 on Exhibit A hereto;

(vii) Junior Assignment of Rents and of Lessor's Interest in Leases (the "Company Northbrook Assignment") made by the Bank as trustee under a trust agreement dated March 28, 1969 and known as Trust No. 10-15781-08 and Brian K. Moran as Trustee under a trust agreement dated September 18, 1984, dated April 25, 1995 and recorded in the office of the Cook County, Illinois Recorder of Deeds on June 21, 1995, as Document No. 95399796, for the property described as Tract 2 on Exhibit A hereto, which property is located at 2265 Carlson Drive, Northbrook, Illinois, 60062;

(viii) Assignment of Rents and of Lessor's Interest in Leases (the "Company Winnetka Assignment") made by Brian K. Moran as Trustee under a trust agreement dated September 18, 1984, dated April 25, 1995 and recorded in the office of the Cook

UNOFFICIAL COPY

County, Illinois Recorder of Deeds as Document No. 95399794, for the property described as Tract 1 on Exhibit A hereto, which property is located at 15 Woodley Drive, Winnetka, Illinois 60093;

(ix) Assignment of Rents and of Lessor's Interest in Leases (the "Company Michigan Assignment", and collectively with the Northbrook Assignment and the Winnetka Assignment, the "Company Assignments of Rents") made by Owen A. Moran, dated April 25, 1995 and recorded in the office of the Register of Deeds of Berrien County, Michigan on June 22, 1995, at LIBER 1696, page 631, for the property described as Tract 3, in Exhibit A hereto, which property is located in Benton Harbor, Michigan;

(x) Junior Collateral Assignment of Beneficial Interest and Security Agreement dated as of March 1, 1993, as modified and amended, including, without limitation, as modified and amended by that certain Amendment to Junior Collateral Assignment of Beneficial Interest made by Brian K. Moran, as Trustee under a trust agreement dated September 18, 1984 and the Bank, dated April 25, 1995 (collectively, the "Company AB");

(xi) Amended and Restated Security Agreements dated as of February 15, 1998, from each of the entities constituting Borrower (collectively, the "Company Security Agreements");

(xii) Guaranty Agreement of O. Moran in favor of the Bank, dated April 25, 1995, as amended and reaffirmed from time to time (the "O. Moran Guaranty");

(xiii) Pledge and Security Agreement of Owen A. Moran dated July 29, 1998, from Guarantor to the Bank, as amended by the First Amendment to Pledge and Security Agreement of Owen A. Moran dated as of July 9, 1999 and the Second Amendment to Pledge and Security Agreement of Owen A. Moran dated as of July 19, 1999 (collectively, the "Company Pledge Agreement");

(xiv) Subordination Agreement dated April 25, 1995 (the "Company Subordination Agreement"), by and among Brian K. Moran, not personally, but as Trustee under Trust Agreement dated September 14, 1984, and Jean B. Moran, and Columbia National Bank of Chicago, to which the Bank is successor, as junior mortgagee and senior mortgagee, recorded in the office of the Cook County, Illinois Recorder on July 6, 1995, as Document No. 95437723;

(xv) Environmental Indemnity Agreement dated as of April 25, 1995 from Armon and O. Moran to Columbia National Bank of Chicago, to which the Bank is successor; and

(xvi) Pledge Agreement dated as of January 25, 2000 (the "Guarantor Pledge Agreement"), from O. Moran to the Bank; and

UNOFFICIAL COPY

(xvii) Guaranty Agreement of B. Moran in favor of the Bank, dated April 25, 1995, as amended and reaffirmed from time to time (the "B. Moran Guaranty"); and

(xviii) Amended and Restated Security Agreements dated as of July 1, 2003 (the "Amended Security Agreements") from each of the entities comprising Borrower to the Bank; and

WHEREAS, certain of the Company Loan Documents have been previously modified and amended by that certain Modification Agreement dated as of January 28, 2000 (the "First Modification Agreement"), and by that certain First Amendment to Second Amended and Restated Loan Agreement dated as of May 25, 2000 (the "First Amendment"), that certain Second Amendment to Second Amended and Restated Loan Agreement dated as of July 1, 2001 (the "Second Amendment"), and that certain Third Amendment to Second Amended and Restated Loan Agreement dated as of July 1, 2003 (the "Third Amendment"); and

WHEREAS, one or more of O. Moran, the Mortgagors, and the Bank heretofore entered into the following documents (collectively, the "Moran Loan Documents") in connection with certain loans and extensions of credit to O. Moran:

(i) Loan Agreement dated as of March 1, 1993 entered into between O. Moran and the Bank, as amended from time to time (the "Moran Loan Agreement");

(ii) Junior Mortgage dated as of March 1, 1993 (the "Moran Winnetka Mortgage"), as modified from time to time, made by Theodore A. Pasquesi and Brian K. Moran as trustees under agreement dated September 14, 1984 and Jean B. Moran, to Columbia, to which the Bank is successor, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 93186203 on property commonly known as 15 Woodley Drive, Winnetka, Illinois and legally described as Tract 1 on Exhibit A attached hereto;

(iii) Mortgage and Security Agreement dated as of March 1, 1993 (the "Moran Northbrook Mortgage"), as modified from time to time, made by LaSalle National Trust N.A., not individually but as Trustee under Trust Agreement dated March 28, 1969, and known as Trust No. 10-15781-08 ("Land Trust"), to Columbia, to which the Bank is successor, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 93186201 and legally described as Tract 2 on Exhibit A attached hereto;

(iv) Junior Assignment of Rents and of Lessor's Interest in Leases dated as of March 1, 1993 (the "Moran Winnetka Assignment"), as modified from time to time, made by Theodore A. Pasquesi and Brian K. Moran as trustees under agreement dated September 14, 1984 and Jean B. Moran, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 93186204;

(v) Assignment of Rents and of Lessor's Interest in Leases dated as of March 1, 1993 (the "Moran Northbrook Assignment"), as modified from time to time, made by

UNOFFICIAL COPY

the Land Trust and Theodore A. Pasquesi and Brian K. Moran as trustees under agreement dated September 14, 1984, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 93186202;

(vi) Collateral Assignment of Beneficial Interest and Security Agreement dated as of March 1, 1993 (the "Moran ABI"), as amended from time to time, made by Theodore A. Pasquesi and Brian K. Moran, as Trustees, to Columbia, to which the Bank is successor, collaterally assigning the beneficial interest in the Land Trust;

(vii) Security Agreement and Hypothecation Agreement dated as of March 1, 1993 (the "Moran Hypothecation Agreement") made by O. Moran in favor of Columbia, to which the Bank is successor, as amended from time to time;

(viii) Security Agreement and Pledge Agreement dated as of December 9, 1994 (the "Moran Security Agreement") made by O. Moran in favor of Columbia, to which the Bank is successor, as amended from time to time;

(ix) Mortgage and Security Agreement dated April 25, 1995 (the "Moran Berrien County Mortgage"), as amended, by Owen A. Moran (and subsequently joined in by Jean B. Moran pursuant to the First Modification Agreement), and recorded in the Office of the Register of Deeds of Berrien County, Michigan on June 22, 1995, at LIBER 1696, page 595, of the property located in Benton Harbor, Michigan, and legally described as Tract 3 on Exhibit A hereto;

(x) Mortgage and Security Agreement dated April 25, 1995 (the "Moran Allegan County Mortgage"), as amended, by Owen A. Moran and Jean B. Moran, and recorded in the Office of the Register of Deeds of Allegan County, Michigan on June 27, 1995, at LIBER 1523, page 309, of the property commonly known as 32 and 42 North Shore Drive, South Haven, Michigan, and legally described as Tract 4 on Exhibit A hereto;

(xi) Assignment of Rents and of Lessor's Interest in Leases, as amended, made by Owen A. Moran, dated April 25, 1995 (the "Moran Berrien County Assignment"), and recorded in the office of the Register of Deeds of Berrien County, Michigan on June 22, 1995, at LIBER 1696, page 631, for the property described as Tract 3, in Exhibit A hereto, which property is located in Benton Harbor, Michigan; and

(xii) Various Stock Powers (the "Moran Stock Powers") executed by O. Moran; and

WHEREAS, certain of the Moran Loan Documents were previously modified by that certain Modification Agreement dated as of December 9, 1994, further amended by that certain Second Modification Agreement dated as of April 10, 1996; further amended by that certain Third Modification Agreement dated as of January 10, 1997; further amended by that certain Fourth Modification Agreement dated as of July 29, 1998; further amended by that certain Fifth

UNOFFICIAL COPY

Modification Agreement dated as of July 9, 1999, further amended by that certain Sixth Modification Agreement dated as of July 9, 2000 (the "Sixth Moran Modification Agreement"), further amended by the Seventh Modification Agreement dated as of April 1, 2002, further amended by the Eighth Modification Agreement dated as of January 1, 2003, and further amended by the Ninth Modification Agreement dated as of March 31, 2004 (collectively, the "Prior Moran Modifications"); and

WHEREAS, pursuant to the Sixth Moran Modification Agreement, the Moran Loan Documents secure the Company Loan Agreement and all indebtedness of Borrower thereunder, as well as the Moran Loan Agreement and all indebtedness of O. Moran thereunder; and pursuant to the Company Loan Agreement and the First Modification Agreement, the Company Loan Documents secure the Company Loan Agreement and all indebtedness of Borrower thereunder, as well as the Moran Loan agreement and all indebtedness of O. Moran thereunder; and

WHEREAS, certain of the Company Loan Documents and the Moran Loan Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, Borrower, O. Moran, B. Moran, the Mortgagors and the Bank have agreed to amend the Company Loan Agreement to increase the Maximum Letter of Credit Commitment under Section 2.3.1 thereof, all upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; References to Loan Documents; Defined Terms; Effectiveness of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement. Except as otherwise stated herein, all references in this Agreement to any one or more of the Loan Documents shall be deemed to include all previous modifications and amendments to the Loan Documents, including, without limitation those provided for in the First Modification Agreement, the First Amendment, the Second Amendment and the Third Amendment, whether or not express reference is made to such previous modifications and amendments. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Company Loan Agreement. This Agreement shall be and become effective only upon execution and delivery hereof by all parties hereto and satisfaction of the conditions precedent set forth herein.

Section 2. Change in Maximum Letter of Credit Commitment. The Maximum Letter of Credit Commitment shall be and hereby is increased from the lesser of (i) the Borrowing Base for Revolving Loans minus the Letter of Credit Reserve (if applicable) and minus the outstanding Revolving Loan Balance, or (ii) \$1,500,000.00, to the lesser of (i) the Borrowing Base for Revolving Loans minus the Letter of Credit Reserve (if applicable) and minus the outstanding Revolving Loan Balance, or (ii) \$2,800,000.00 and all of the Company Loan Documents are hereby modified and amended accordingly. Without limitation of the generality

UNOFFICIAL COPY

of the foregoing, the amount "\$1,500,000.00" which appears in Section 2.3.1 of the Company Loan Agreement is hereby replaced with the amount "\$2,800,000.00".

Section 3. Amendment of the Northbrook Mortgage. Without limitation of the generality of Section 2 above, subparagraph A. of the first "WHEREAS" clause of the Northbrook Mortgage is hereby amended in its entirety and restated as follows:

"A. Third Amended and Restated Revolving Loan Note dated July 1, 2003, payable to the order of the Mortgagee in the principal sum of \$9,000,000, bearing interest at the rate or rates specified therein, due in the manner provided therein, the terms and provisions of which note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length herein, as well as a revolving facility for the issuance of Letters of Credit in an aggregate face amount not exceeding \$2,800,000 at any one time outstanding;"

Section 4. Amendment of the Allegan County Mortgage. Without limitation of the generality of Section 2 above, subparagraph A. of Exhibit B to the Allegan County Mortgage is hereby amended in its entirety and restated as follows:

"A. Third Amended and Restated Revolving Loan Note dated July 1, 2003, payable to the order of the Mortgagee in the principal sum of \$9,000,000, bearing interest at the rate or rates specified therein, due in the manner provided therein, the terms and provisions of which note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length herein, as well as a revolving facility for the issuance of Letters of Credit in an aggregate face amount not exceeding \$2,800,000 at any one time outstanding;"

Section 5. Amendment of the Assignments of Rents. Without limitation of the generality of Section 2 above, subparagraph A. of the first "WHEREAS" clause of each of the Assignments of Rents (except the Michigan Assignment of Rents) is hereby amended in its entirety and restated as follows:

"A. Third Amended and Restated Revolving Loan Note dated July 1, 2003, payable to the order of the Assignee in the principal sum of \$9,000,000, bearing interest at the rate or rates specified therein, due in the manner provided therein, the terms and provisions of which note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length herein, as well as a revolving facility for the issuance of Letters of Credit in an aggregate face amount not exceeding \$2,800,000 at any one time outstanding;"

UNOFFICIAL COPY

Section 6. Amendment of the Subordination Agreement. Without limitation of the generality of Section 2 above, subparagraph A. of Exhibit A to the Subordination Agreement is hereby amended in its entirety and restated as follows:

"A. Third Amended and Restated Revolving Loan Note dated July 1, 2003, payable to the order of the Senior Mortgagee in the principal sum of \$9,000,000, bearing interest at the rate or rates specified therein, due in the manner provided therein, the terms and provisions of which note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length herein, as well as a revolving facility for the issuance of Letters of Credit in an aggregate face amount not exceeding \$2,800,000 at any one time outstanding;"

Section 7. Company Loan Documents and Moran Loan Documents to Remain in Effect; Confirmation of Obligations; References. The Company Loan Documents and the Moran Loan Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended, and as expressly modified and amended herein. Borrower, the Mortgagees, B. Moran and O. Moran hereby (i) confirm and reaffirm all of their obligations under the Company Loan Documents and the Moran Loan Documents, as previously modified and amended, and as modified and amended herein; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Company Loan Documents or the Moran Loan Documents, or any rights or remedies under any of the Company Loan Documents or the Moran Loan Documents, except as expressly provided herein; (iii) acknowledge and agree that the Bank has not heretofore waived any default or event of default under any of the Company Loan Documents or the Moran Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Company Loan Documents and the Moran Loan Documents, as previously modified and amended, and as modified and amended herein. All references in the Company Loan Documents and the Moran Loan Documents shall be deemed to refer to such Company Loan Document, Moran Loan Document, Company Loan Documents or Moran Loan Documents, as the case may be, as modified and amended by this Agreement.

Section 8. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, Borrower, the Mortgagees, B. Moran and O. Moran hereby certify, represent and warrant to the Bank that all certifications, representations and warranties contained in the Company Loan Documents and the Moran Loan Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 9. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this

UNOFFICIAL COPY

Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 10. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 11. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 13. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) Borrower, the Mortgagors, O. Moran, B. Moran and the Bank, and their respective legal counsel, have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

Section 14. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 16. Execution by LaSalle Bank National Association, as Trustee. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements

UNOFFICIAL COPY

herein made on the part of LaSalle Bank National Association, as Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of LaSalle Bank National Association are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LaSalle Bank National Association in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against LaSalle Bank National Association on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

[Signature pages and Exhibits follow this page.]

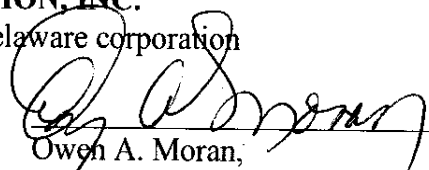
UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

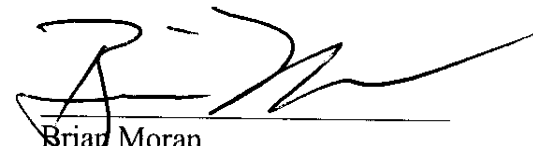
ARMON, INC.

a Delaware corporation

By:


Owen A. Moran,
Chief Executive Officer

By:

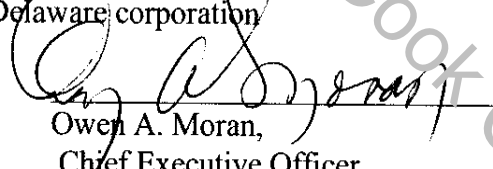

Brian Moran,
President

2265 North Carlson Drive
Northbrook, Illinois 60062
847-498-4800 Telephone
847-498-0457 Facsimile

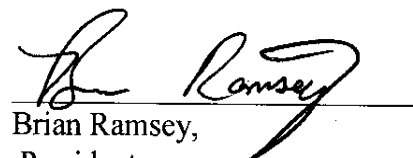
**F.E. MORAN, INC. SPECIAL
HAZARD SYSTEMS**

a Delaware corporation

By:


Owen A. Moran,
Chief Executive Officer

By:

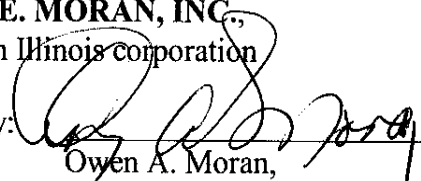

Brian Ramsey,
President

2265 North Carlson Drive
Northbrook, Illinois 60062
847-498-4800 Telephone
847-498-0457 Facsimile


F.E. MORAN, INC.,

an Illinois corporation

By:


Owen A. Moran,
Chief Executive Officer

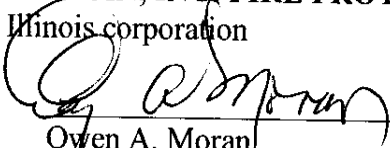
By:


Richard Maloni,
President

2265 North Carlson Drive
Northbrook, Illinois 60062
847-498-4800 Telephone
847-498-0457 Facsimile

UNOFFICIAL COPY

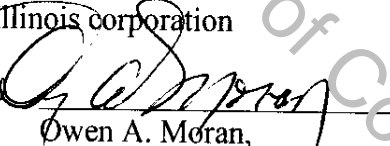
F.E. MORAN, INC. FIRE PROTECTION,
an Illinois corporation

By: 
Owen A. Moran,
Chief Executive Officer

2265 North Carlson Drive
Northbrook, Illinois 60062
847-498-4800 Telephone
847-498-0457 Facsimile

By: _____
James Heinold,
President


**THERMODYNE MECHANICAL
SERVICES, INCORPORATED**
an Illinois corporation

By: 
Owen A. Moran,
Chief Executive Officer

2265 North Carlson Drive
Northbrook, Illinois 60062
847-498-4800 Telephone
847-498-0457 Facsimile

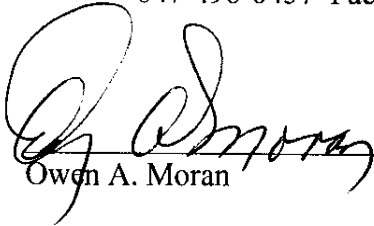
By: _____
Bert Miedler,
President

FIRE PROTECTION INDUSTRIES, INC.
an Illinois corporation

By: 
Owen A. Moran,
Chief Executive Officer

2265 North Carlson Drive
Northbrook, Illinois 60062
847-498-4800 Telephone
847-498-0457 Facsimile

By: 
Brian Moran,
Executive Vice President


Owen A. Moran

UNOFFICIAL COPY

F.E. MORAN, INC. FIRE PROTECTION,
an Illinois corporation

By: _____
Owen A. Moran,
Chief Executive Officer

2265 North Carlson Drive
Northbrook, Illinois 60062
847-498-4800 Telephone
847-498-0457 Facsimile

By: James Heinold
James Heinold,
President

**THERMODYNE MECHANICAL
SERVICES, INCORPORATED**
an Illinois corporation

By: _____
Owen A. Moran,
Chief Executive Officer

2265 North Carlson Drive
Northbrook, Illinois 60062
847-498-4800 Telephone
847-498-0457 Facsimile

By: Bert Miedler
Bert Miedler,
President

FIRE PROTECTION INDUSTRIES, INC.
an Illinois corporation

By: _____
Owen A. Moran,
Chief Executive Officer

2265 North Carlson Drive
Northbrook, Illinois 60062
847-498-4800 Telephone
847-498-0457 Facsimile


By: _____
Brian Moran,
Executive Vice President

Owen A. Moran

UNOFFICIAL COPY



Brian K. Moran



Brian K. Moran, as Trustee as aforesaid



Jean B. Moran

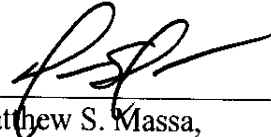
LASALLE BANK NATIONAL ASSOCIATION,
as successor trustee to LaSalle National Bank,
not personally, but as Trustee as aforesaid

By: 

Title **Trust Officer**

BANK:

LASALLE BANK NATIONAL ASSOCIATION

By: 

Matthew S. Massa,
Senior Vice President

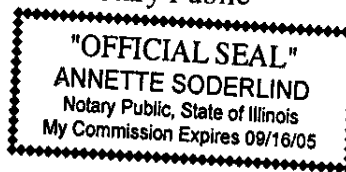
1301 East Ogden Avenue
Naperville, Illinois 60563
630-983-2002 - Telephone
630-983-2011 - Facsimile

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 5th day of October, 2004, by Owen A. Moran, Chief Executive Officer and Brian Moran, President, of Armon, Inc., a Delaware corporation, on behalf of the corporation.

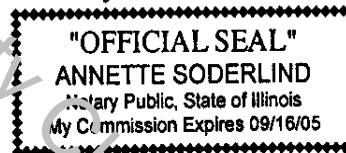
Annette Soderlind
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 12th day of October, 2004, by Owen A. Moran, Chief Executive Officer and Brian Ramsey, President, of F.E. Moran, Inc. Special Hazard Systems, a Delaware corporation, on behalf of the corporation.

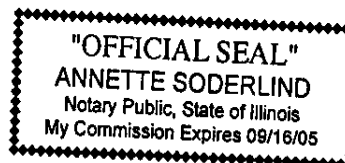
Annette Soderlind
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 18th day of October, 2004, by Owen A. Moran, Chief Executive Officer and Richard Moloni, President, of F.E. Moran, Inc., an Illinois corporation, on behalf of the corporation.

Annette Soderlind
Notary Public



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 12th day of October, 2004, by Owen A. Moran, Chief Executive Officer and James Heinold, President, of F.E. Moran, Inc. Fire Protection, an Illinois corporation, on behalf of the corporation.

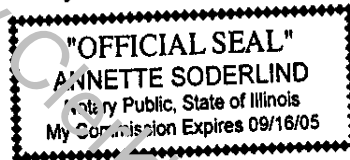
Annette Soderlind
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 12th day of October, 2004, by Owen A. Moran, Chief Executive Officer and Bert Miedler, President, of Thermodyne Mechanical Services, Incorporated, an Illinois corporation, on behalf of the corporation.

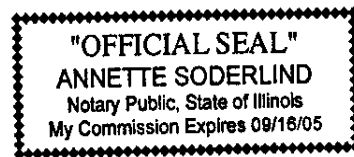
Annette Soderlind
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 12th day of October, 2004, by Owen A. Moran, Chief Executive Officer and Brian Moran, Executive Vice President, of Fire Protection Industries, Inc., an Illinois corporation, on behalf of the corporation.

Annette Soderlind
Notary Public



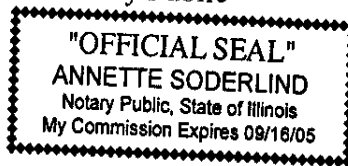
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 12th day of October, 2004, by Owen A. Moran.

Annette Soderlind

Notary Public

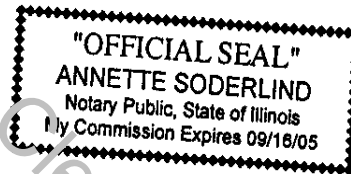


STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 12th day of October, 2004, by Brian K. Moran.

Annette Soderlind

Notary Public

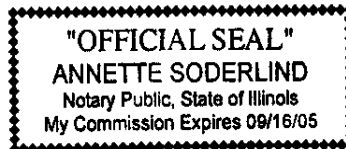


STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 12th day of October, 2004, by Brian K. Moran, as Trustee.

Annette Soderlind

Notary Public



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 12th day of October, 2004, by Jean B. Moran.

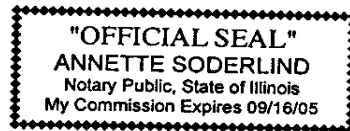
Annette Soderlind
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 12th day of October, 2004, by KATHLEEN E. SHIELDS, Trust Officer of LaSalle Bank National Association, a national banking association, as Trustee, on behalf of the association.

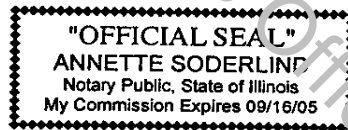
Annette Soderlind
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 12th day of October, 2004, by Matthew S. Massa, Senior Vice President of LaSalle Bank National Association, a national banking association, on behalf of the association.

Annette Soderlind
Notary Public



TRACT 1

UNOFFICIAL COPY

LOT 1 IN NERGARD'S SUBDIVISION OF THE WEST 1/2 SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 865.7 FEET AND NORTH OF THE NORTH LINE OF SAID LOT 1, EXCEPTING HOWEVER FROM ALL OF SAID PREMISES (THAT PART LYING EAST OF A LINE 830 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 29; AND ALSO EXCEPTING THAT PART OF LOT 1 IN NERGARD'S SUBDIVISION OF AND THE AFORESAID DESCRIBED 24 FOOT STRIP LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED CURVED LINE; BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 865.7 FEET, 252.8 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, RUNNING THENCE SOUTHWESTERLY IN A CURVED LINE OF 174.21 FOOT RADIUS CONVEX SOUTHEASTERLY, 113.92 FEET MEASURED ALONG THE CHORD, TO A POINT OF COMPOUND CURVE; THENCE; SOUTHWESTERLY IN A CURVED LINE OF 955 FOOT RADIUS, CONVEX SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED CURVED LINE AT THE POINT OF COMPOUND CURVE, 247.85 FEET MEASURED ALONG THE CHORD, TO A POINT IN THE WEST LINE OF SAID LOT 1 OF NERGARD'S SUBDIVISION SAID POINT BEING 219.85 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1 ALL IN COOK COUNTY, ILLINOIS.

P.I.N. : 05-29-101-015-0000
 15 Woodley Drive
 Winnetka, Illinois 60093

TRACT 2

UNOFFICIAL COPY

LOT 2 IN MORAN NORTHBROOK RESUBDIVISION OF PART OF LOT 6 AND ALL OF LOT 7 IN GLENBROOK INDUSTRIAL PARK UNIT NO. 2, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

LOT 1 IN LOCKWOOD NORTHBROOK SUBDIVISION OF LOT 8 IN GLENBROOK INDUSTRIAL PARK UNIT NO. 2, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 04-15-301-019-0000
04-15-301-020-0000
2265 Carlson Drive
Northbrook, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

PARCEL ONE: Lot 16, The Orchards Mall Subdivision of part of the Southwest Quarter of Section 29 and part of the North Half of Section 32, Township 4 South, Range 18 West, Benton Township, Berrien County, Michigan, according to the Plat thereof, recorded September 29, 1980 in Book 23 of Plats, page 40.

PARCEL TWO - The rights, powers and reciprocal and non-exclusive easements created and granted as appurtenances to the aforesaid Parcel One as created and defined in that certain Operating Agreement dated August 18, 1978 and recorded September 5, 1978 in Book 1084, page 15, Berrien County Records, by and among Berrien Associates, a Michigan partnership, Dev Con Properties, Inc. of Benton Township, a Delaware corporation, and Sears, Roebuck and Co., a New York corporation, in, over, upon and under the Developer Site, the Fringe Areas and the Shopping Center Site, all as defined in said Operating Agreement, or as shown on the Site plan attached to said Operating Agreement, including, without limiting the generality of the foregoing, the reciprocal and non-exclusive easements created thereunder for ingress and egress, parking of vehicles, passage and accommodation of pedestrians (including without limitation, perpetual easements for the ring road), the installation, operation, maintenance, repair, replacement, relocation and removal of storm and sanitary sewers, water lines, and gas mains, electrical power lines, telephone lines, other utility lines, fire protection facilities (including without limitation, perpetual easements for the Common Utility Facilities as defined in said Operating Agreement), for the construction, reconstruction, erection and maintenance of common foundations, footings (including without limitation the construction easements as defined in said Operating Agreement), and for the purpose of the development and construction or reconstruction or operation of the improvements referred to therein, and as amended by First Amendment to Operating Agreement with attached consents dated January 25, 1979, recorded September 17, 1979 in Book 1112, page 428, Berrien County Records.

PARCEL THREE: - The easement created and granted as an appurtenance to the aforesaid Parcel 1 and the fee underlying Parcel 2 as created and defined by that certain Grant of Easement, dated August 2, 1976 by and between Pipestone Development Company, Ltd., a Michigan limited partnership, Shopping Centers, Inc., a Michigan corporation, and Westcor, Inc., an Arizona corporation, and recorded on August 5, 1976 in Book 1026, page 608, Berrien County Records, for storm drainage in, over, under, across, along and upon Parcel A as defined in said Grant of Easement and to construct, operate, maintain, repair, renew, relocate and remove the "Drainage Facilities" as defined in Grant of Easement and such other rights, powers, privileges and easements therein created and granted.

P.I.N.: 11-03-7400-0016-007

Sears Store, Benton Harbor, MI

UNOFFICIAL COPY

Beginning at a point found by commencing in the center of North Shore Drive 1284.5 feet South and 1248.25 feet West of the East Quarter Post of Section 35, Town 1 North, Range 17 West, Casco Township, Allegan County, Michigan; thence South 21°19'40" West along the center of North Shore Drive, 235.00 feet to the place of beginning of this description; thence South 21°19'40" West along the center of North Shore Drive, 23.40 feet thence North 89°49'00" West, (previously deeded as West), 351.09 feet; thence North 23°00'00" East, 1.50 feet; thence North 80°51'10" West, 46.08 feet; thence North 77°55'00" West, 32.93 feet; thence North 72°12'00" West, 105.0 feet; thence North 89°49'00" West to Lake Michigan; thence Northerly along Lake Michigan to a point North 68°55'00" West of the place of beginning; thence South 68°55'00" East to the place of beginning. Together with an easement for ingress and egress and public utilities over a strip of land described as beginning at a point found by commencing in the center of North Shore Drive 1284.50 feet South and 1248.25 feet West of the East Quarter Post of Section 35, Town 1 North, Range 17 West; thence South 21°19'40" West along the center of North Shore Drive, 215.00 feet to the place of beginning of this description; thence North 68°55' West, 158.75 feet; thence South 81°08' West, 40.07 feet; thence South 68°55' East, 30.05 feet; thence North 81°08'00" East, 10.00 feet; thence South 68°55'00" East, 154.67 feet to the center of North Shore Drive; thence North 21°19'40" East on said center, 15.00 feet to the place of beginning.

P.I.N.: 03-02-085-012-10
42 N. Shore Drive, South Haven, MI