

# UNOFFICIAL COPY

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
TO:

Horwood Marcus & Berk Chtd.  
180 North LaSalle Street  
Suite 3700  
Chicago, Illinois 60601  
Attn: Lawrence J. Feller, Esq.



Doc#: 0508445032  
Eugene "Gene" Moore Fee: \$38.50  
Cook County Recorder of Deeds  
Date: 03/25/2005 07:46 AM Pg: 1 of 8

## FIRST MODIFICATION TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT

**THIS FIRST MODIFICATION TO MORTGAGE, ASSIGNMENT OF LEASES, AND RENTS, AND SECURITY AGREEMENT** ("Modification") is made as of the \_\_\_ day of February, 2005, by **9521 ASSOCIATES, LLC**, an Illinois limited liability company ("Mortgagor") and **BANK ONE, NA**, a national banking association (as successor by merger to **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association) (together with its successors and assigns "Bank").

### WITNESSETH

- A. Mortgagor entered into that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of October 21, 2003 and recorded on December 1, 2003 with the Cook County Recorder as Document Number #0336510083 in favor of Mortgagee (the "Mortgage"); and
- B. The property encumbered by the Mortgage is commonly known as 9521 West Ainslie, 9445-9455 West Ainslie, 9550 Kelvin, Schiller Park, Illinois, legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and
- C. The Mortgage secures the payment of the indebtedness of Mortgagor and certain affiliates of Mortgagor (collectively, "Borrowers") to Bank evidenced by the following notes: (i) that certain Seventh Amended and Restated Revolving Note dated September 2, 2004, by Borrowers in favor of Bank, in the maximum principal amount of \$4,000,000.00 (the "Revolving Note"), (ii) that certain First Amended and Restated Term Note dated January 1, 2003, by Borrowers in favor of Bank, in the original principal amount of \$2,742,860.00 (the "Term Note I"), (iii) that certain Second Amended and Restated Mortgage Note dated October 23, 2003, by 9611 Assoc. in favor of Bank, in the original principal amount of \$800,000.00 (the "Mortgage Note"), (iv) and that certain Mortgage Note dated October 23, 2003, by 9521 Assoc. in favor of Bank, in the original principal amount of \$3,240,000.00 (the "9521 Mortgage Note", collectively

S.M.  
P.V.

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with the Revolving Note, the Term Note I, and the Mortgage Note, the "Existing Notes"). The Existing Notes are secured by, among other things, those certain Security Agreements, each dated December 28, 2001, by each of the Borrowers (excluding JJD and 9521 Assoc.) in favor of Bank, that certain Security Agreement dated January 1, 2003, by JJD in favor of Bank, that certain Security Agreement dated October 23, 2003, by 9521 Assoc. in favor of Bank, that certain Mortgage, Assignment of Leases and Rents, and Security Agreement by 9611 Assoc. in favor of Bank (the "9611 Mortgage"), that certain Mortgage, Assignment of Leases and Rents, and Security Agreement by 9521 Assoc. in favor of Bank (the "9521 Mortgage"), together with all other documents, instruments and agreements entered into or delivered in connection with the Loan Agreement (collectively, the "Loan Documents");

D. Concurrent herewith, Wisconsin Tool and Stamping Company, an Illinois corporation, Fracor Sheet Metal Mfg. Co., Inc., an Illinois corporation, Illinois Range Company, an Illinois corporation, J.D. Acquisition Corp., an Illinois corporation, and JJD Industries, Inc., an Illinois corporation, 9611 Associates, L.P., an Illinois limited partnership, and 9521 Associates, LLC, an Illinois limited liability company (collectively, "Borrowers") are entering into that certain Tenth Amendment to Loan Documents dated the date hereof ("Tenth Amendment to Loan Documents") which amends that certain Loan Agreement dated December 28, 2001, as amended by that certain First Amendment to Loan Documents dated December 31, 2002, as amended by that certain Second Amendment to Loan Documents dated January 1, 2003, as amended by that certain Third Amendment to Loan Documents dated May 13, 2003, and as amended by that certain Fourth Amendment to Loan Documents dated October 21, 2003, as amended by that certain Fifth Amendment to Loan Documents dated December 23, 2003, as amended by that certain Sixth Amendment to Loan Documents dated April 2, 2004, as amended by that certain Seventh Amendment to Loan Documents dated May 20, 2004, as amended by that certain Eighth Amendment to Loan Documents dated July 6, 2004, and as amended by that certain Ninth Amendment to Loan Documents dated September 2, 2004 (as amended, the "Loan Agreement"), pursuant to which Bank agreed to make available to Non-Real Estate Borrowers a revolving line of credit (the "Revolving Credit") in the maximum principal amount of \$4,000,000.00 (the "Revolving Credit"), a term loan in the original principal amount of \$2,742,860.00 (the "Term Loan I"), and a term loan in the original principal amount of \$255,000.00 (the "Term Loan II"), and Bank agreed to make available to 9611 Assoc. a mortgage loan in the original principal amount of \$800,000.00 (the "Mortgage Loan"), and Bank agreed to make available to 9521 Assoc. a mortgage loan in the original principal amount of \$3,240,000.00 (the "9521 Mortgage Loan"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement (as amended, the "Loan Agreement");

E. The Borrowers have requested that the Bank increase the maximum principal amount under the Revolving Credit from \$4,000,000.00 to \$4,500,000.00, to extend the maturity date under the Revolving Credit to May 31, 2005, and to add that certain Term Note II (as defined below) to the definition of "Notes" in the Mortgage and Bank is willing to accommodate such requests, subject to the terms and conditions of this Modification.

E. As a condition precedent to Bank's agreement to enter into the Tenth Amendment to Loan Documents, Bank has required, among other things, the execution and delivery of this Modification.

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NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Mortgage be and is hereby modified and amended as follows:

1. Eight Amended and Restated Revolving Note. All references in the Mortgage to the Revolving Note shall be deemed to refer to the Eight Amended and Restated Revolving Note dated the date hereof, in the maximum principal amount of \$4,500,000.00 (together with any amendments, modifications, extensions, renewals or replacements thereof "Eight Amended and Restated Revolving Note").
2. Tenth Amendment to Loan Documents. All references in the Mortgage to the Loan Documents shall be deemed to refer to the Loan Documents as amended by the Tenth Amendment to Loan Documents dated the date hereof.
3. Amend Definition of "Note". The definition of "Note" or "Notes" in the Mortgage is hereby amended to include that certain Term Note II dated July 6, 2004, by the Borrowers (except 9521 Associates, LLC and 9611 Associates, L.P.) in favor of Bank, in the original principal amount of \$255,000.00, as the same may be amended, modified, extended, renewed or replaced ("Term Note II"). The Mortgage is intended to secure the payment of the Term Note II and the Existing Notes.
4. Full Force and Effect. The provisions of the Mortgage, as amended hereby, are in full force and effect and the Mortgage as so amended is hereby ratified and confirmed and all representations and warranties made therein remain true and correct as of the date hereof.
5. Priority. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage, or the covenants, conditions and agreements therein contained or contained in the Loan Documents, as amended.
6. Conflict. In the event of conflict between any of the provisions of the Mortgage and this Modification, the provisions of this Modification shall control.
7. Representations. Mortgagor hereby renews, remakes and reaffirms the representations and warranties contained in the Mortgage and Loan Documents.
8. Counterparts. This Modification may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Modification by signing one or more counterparts.
9. Binding. This Modification is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, this Modification has been duly executed as of the day and year first above written.

9521 ASSOCIATES, LLC, an Illinois limited liability company

By: [Signature]  
Name: JOHN J. DOMATEK JR  
Its: V-P MEMBER

**ACKNOWLEDGED BY:**

**BANK ONE, NA (Main Office - Chicago)**

By: [Signature]  
Andrew Salski, Vice President

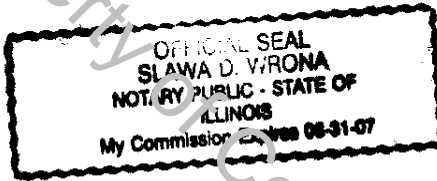
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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, Slawa Thone, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Douber, the member of **9521 Associates, 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 Member, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer, as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28<sup>th</sup> day of February, 2005.



Slawa D. Thone  
Notary Public

My Commission Expires: 08-31-07

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, Ana Ultreras, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew Salski, Vice President of **Bank One, NA**, 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 said instrument as such officer as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28<sup>th</sup> day of February, 2005.



Ana N. Ultreras  
Notary Public

My Commission Expires: May 20, 2007

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EXHIBIT A  
Legal Description

PARCEL 1:

THE WEST 220 FEET (EXCEPT THE WEST 40 FEET OF THE NORTH 20 FEET) OF THE EAST 745 FEET OF LOT 2 IN O'HARE INDUSTRIAL CENTER, A SUBDIVISION OF PART OF THE NORTH ½ OF ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 (EXCEPT THAT PORTION BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 46 MINUTES 06 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 19.45 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 18 SECONDS WEST, A DISTANCE OF 178.31 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 18.66 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 00 DEGREES 09 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 178.56 FEET TO THE POINT OF BEGINNING, ALL BEING IN KELVIN PARK, A SUBDIVISION IN THE NORTH SECTION OF ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 4, 5, 6 AND 7 IN KELVIN PARK, A SUBDIVISION IN THE NORTH SECTION OF ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 2 (EXCEPT THE EAST 745 FEET THEREOF AND EXCEPT THE WEST 40 FEET OF THE EAST 785 FEET OF THE NORTH 20 FEET THEREOF) IN O'HARE INDUSTRIAL CENTER, A SUBDIVISION OF PART OF THE NORTH ½ OF ROBINSON'S RESERVATION IN TOWNSHIP 40, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 3 FOR PRIVATE ROAD FOR INGRESS AND EGRESS TO AND FROM RIVER ROAD AND FOR INSTALLATIONS, USE AND MAINTENANCE OF UNDERGROUND UTILITIES OVER AND UNDER THE FOLLOWING DESCRIBED PREMISES:



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1. THE SOUTH 40 FEET OF THE EAST 1105 FEET OF LOT 3 IN O'HARE INDUSTRIAL CENTER AFORESAID.

2. THE SOUTH 60 FEET OF THE WEST 80 FEET OF THE EAST 1185 FEET OF LOT 3 IN O'HARE INDUSTRIAL CENTER AFORESAID.

3. THE NORTH 20 FEET OF THE WEST 80 FEET OF THE EAST 785 FEET OF LOT 2 IN O'HARE INDUSTRIAL CENTER AFORESAID, CREATED AND GRANTED BY DEED FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1955 AND KNOWN AS TRUST NUMBER 18197 TO UNIMATIC MACHINE PRODUCTS, INC., DATED MARCH 8, 1957 AND RECORDED MARCH 13, 1957 AS DOCUMENT 16848108.

EASEMENT FOR BENEFIT OF PARCEL 3 FOR INSTALLATION, MAINTENANCE AND USE OF UNDERGROUND SEWER FACILITIES AS CREATED BY GRANT DATED NOVEMBER 1, 1956 AND RECORDED NOVEMBER 29, 1956 AS DOCUMENT 16767886 AND CONVEYED BY DEED FROM LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 18197, TO UNIMATIC MACHINE PRODUCTS INC., DATED MARCH 8, 1957 AND RECORDED MARCH 13, 1957 AS DOCUMENT 16848108 OVER THE NORTH 22 FEET OF THE SOUTH 62 FEET OF THE EAST 700 FEET OF LOT 3 IN O'HARE INDUSTRIAL CENTER AFORESAID.

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 3 FOR PUBLIC UTILITY PURPOSES AS RESERVED IN THE DEEDS RECORDED AS DOCUMENTS 16560115, 16590506, 16625871 AND 16830801 AND GRANTED BY THE DEED FROM LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 18197 TO UNIMATIC MACHINE PRODUCTS INC., DATED MARCH 8, 1957 AND RECORDED MARCH 13, 1957 AS DOCUMENT 16848108 OVER AND UNDER THE SOUTH 10 FEET OF LOT 1 AND SOUTH 10 FEET OF THE EAST 745 FEET OF LOT 2 IN O'HARE INDUSTRIAL CENTER AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 1, 2 AND THAT PORTION OF LOT 3 BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 46 MINUTES 06 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 19.45 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 18 SECONDS WEST, A DISTANCE OF 178.31 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE SOUTH 89 DEGREES 28 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 18.66 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 00 DEGREES 09 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 178.56 FEET TO THE POINT OF BEGINNING, ALL BEING IN KELVIN PARK, A SUBDIVISION IN THE NORTH

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SECTION OF ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.No. 12-10-302-048/049  
12-10-312-001/002/003/004/005/006/007

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