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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/13/2007 08:34 AM Pg: 1 of 6

This instrument was prepared by
and after recording return to:

Fredric B. Prohov
Prohov & Associates, Ltd.
150 North Michigan Avenue
Suite 2600
Chicago IL 60601



SECOND MODIFICATION TO MORTGAGE, SECURITY AGREEMENT, AND FINANCING STATEMENT - NOVEMBER 30, 2006

THIS SECOND MODIFICATION TO MORTGAGE, SECURITY AGREEMENT, AND FINANCING STATEMENT - NOVEMBER 30, 2006 (this "Second Mortgage Modification") is made as of the 30th day of November, 2006, by and between 4848 North River Road LLC, an Illinois limited liability company ("Mortgagor") whose address is 4848 North River Road, Schiller Park, Illinois 60630 and Associated Bank, a national banking association (the "Mortgagee"), whose mailing address is 200 East Randolph, Chicago, Illinois 60601.

WITNESSETH:

WHEREAS, the Mortgagor and other related parties as hereinafter described collectively received financial accommodations in the original principal sum of THREE MILLION FIVE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$3,520,000.00) (the "Loan") pursuant to the terms of a certain Loan and Security Agreement dated December 1, 2004, as modified by: (i) that certain First Loan Modification Agreement and Guarantor Acknowledgement dated January 28, 2005, whereby the Mortgagor borrowed an additional original principal sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00) from Mortgagee; and (ii) that certain Modification to Loan and Security Agreement and Guarantor Acknowledgement - November 30, 2005 (collectively, the "Loan Agreement"), with such parties submitting certain assets to secure the facilities extended in the Loan Agreement to provide cross-collateralization for all such facilities; and

WHEREAS, pursuant to Loan Agreement, the Mortgagor and other related parties hereinafter described are justly indebted to the Mortgagee in the original principal sum of THREE MILLION SIX HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$3,635,000.00) (the "Loan") evidenced by: (i) a "Revolving Note" in the principal sum of One Million and no/100 Dollars (\$1,000,000.00) executed by Precision Stamping Products, Inc., an Illinois corporation ("PSP") in favor of Mortgagee dated December 1, 2004; (ii) a "First Term Note" in the principal sum of Five Hundred Thousand and no/100 Dollars (\$500,000.00) executed by PSP in favor of Mortgagee dated December 1, 2004; (iii) a "Second Term Note" in the principal sum of One Hundred Fifteen Thousand and no/100 Dollars (\$115,000.00) executed by PSP in favor of Mortgagee dated December 1, 2005; and, (iv) a "Mortgage Note" in the principal sum of Two Million Twenty Thousand and no/100

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Dollars (\$2,020,000.00) executed by Mortgagor in favor of Mortgagee dated December 1, 2004 (the Revolving Note, First Term Note, Second Term Note, and Mortgage Note are collectively referred to as the "Notes"), whereby the Mortgagor promises to pay the said aggregate principal sum, late charges and interest and other obligations (collectively, the "Indebtedness") at the rate or rates and in installments, all as provided in the Loan Agreement and Notes, the terms of which are hereby incorporated herein by this reference; and

WHEREAS, the Notes are secured by a Mortgage, Security Agreement, and Financing Statement ("Mortgage") recorded on December 9, 2004, in the office of the Recorder of Deeds of the County of Cook, State of Illinois as Document No. 0434416136, as modified by that certain Modification to Mortgage Agreement, and Financing Statement - November 30, 2005 ("First Mortgage Modification") recorded on March 16, 2006, in the office of the Recorder of Deeds of the County of Cook, State of Illinois as Document No. 0607544055 against that certain real estate described therein (the "Premises") which is legally described on Exhibit "A" attached hereto, together with the Loan Agreement, Assignment of Rents and Leases ("Assignment of Rents"), Subordination, Non-Disturbance and Attornment Agreement ("SNDA"), Subordination Agreement ("Subordination Agreement"), Environmental Indemnity Agreement ("Environmental Indemnity") each dated December 1, 2004, made in favor of Mortgagee, and a Limited Continuing Unconditional Guaranty dated as of December 1, 2004, as amended and restated by the Amended and Restated Limited Continuing Unconditional Guaranty - November 30, 2005 dated as of November 30, 2005, made by Jack Sharkey ("Guarantor") of even date herewith in favor of Mortgagee (the "Prior Guaranties"). The Loan Agreement, Notes, Assignment of Rents, SNDA, Subordination Agreement, Environmental Indemnity, Prior Guaranties and any other instrument granted by the Mortgagor, Guarantor, or their affiliates to secure the repayment of all obligations evidenced by, or related to, the Notes are collectively referred to herein as the "Loan Documents." The final payment of principal and interest, if not sooner paid, shall be due on the maturity date as set forth in the Loan Agreement and the Notes; and

WHEREAS, Mortgagee has agreed to further amend the Loan Agreement secured by the Mortgage pursuant to that certain Modification to Loan and Security Agreement and Guarantor Acknowledgement - November 30, 2006 to, among other things, (i) extend the Maturity Date of the Revolving Loan from November 30, 2006 to November 30, 2007; (ii) adjust the Revolving Loan Interest Rate; (iii) provide for a third term loan of Five Hundred Thousand and no/100 Dollars (\$500,000.00) for the Borrower; and (iv) include such additional terms, provisions and further covenants as provided herein, provided the Mortgagor executes this Second Mortgage Modification and any further loan and collateral documents as the Mortgagee may require to document the amended terms of the Loan Agreement.

NOW THEREFORE, for valuable consideration, and the mutual covenants and promises of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee each covenant and agree as follows:

1. **Recitals.** The recitals contained in this Second Mortgage Modification are hereby incorporated into, and made an integral part of this Second Mortgage Modification. All defined terms used herein which are not otherwise defined shall have the same meaning ascribed to them in the Loan Agreement and are so incorporated by this reference.

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2. Modification to Mortgage. The total amount of the indebtedness secured by the Mortgage is hereby increased to reflect the additional indebtedness provided to PSP pursuant to that certain Modification to Loan and Security Agreement and Guarantor Acknowledgement - November 30, 2006, together with this Second Mortgage Modification resulting in a total original principal Loan in the amount of FOUR MILLION ONE HUNDRED THIRTY FIVE THOUSAND AND No/100 DOLLARS (\$4,135,000.00), and as such other indebtedness, liabilities or obligations in accordance with the Loan Agreement may hereafter be modified or amended from time to time.
3. Revolving Note Maturity Date Extension. The Revolving Loan Maturity Date as defined in the Loan Agreement shall be extended from November 30, 2006 to November 30, 2007. Any reference in the Loan Agreement, the Mortgage, or any other Loan Document to the Revolving Loan Maturity Date shall mean November 30, 2007.
4. Revolving Interest Rate. The term "Revolving Interest Rate" as defined in the Loan Agreement shall mean the Prime Rate less 1/2%.
5. Amendment to Loan Documents. The Loan Documents, including but not limited to the Assignment of Rents, SNDA, Subordination, and Environmental Indemnity, are hereby amended to provide that these documents shall stand not only as security for the debt evidenced by the Loan Agreement, but as such Loan Agreement is amended by this Second Mortgage Modification, and as may have been previously, or as the Loan Agreement may hereafter be, amended from time to time.
6. No Implied Amendments. Except as expressly modified hereby, all of the terms and conditions of the Mortgage, Assignment of Rents, SNDA, Subordination, and any other Loan Document shall remain unchanged and in full force and effect, and any other pledge of the Premises to secure any other obligations or debt under the Mortgage, Assignment of Rents, SNDA, Subordination, and any other Loan Documents shall remain unaffected hereby.
7. Reaffirmation. Mortgagor hereby incorporates by reference herein and restates as of the date hereof, all of the representations, warranties, statements, undertakings, covenants, agreements, obligations, and indemnities (the "Undertakings"), of the Mortgagor, contained in the Mortgage, Assignment of Rents, SNDA, or in any other Loan Document related thereto which has been submitted to the Mortgagee, and affirms that all such Undertakings are currently in full force and effect and shall remain continuously applicable to the transactions to which the Mortgage, Assignment of Rents, SNDA, and any other Loan Documents relate until all of the Mortgagor's obligations and liabilities to the Mortgagee are completely satisfied.
8. Waiver. Mortgagor acknowledges and agrees that as of the date hereof, the Mortgage, Assignment of Rents, SNDA, Subordination, and any other Loan Documents are good, valid and enforceable and free of all defenses whatsoever, known or unknown, whether in law or in equity, and constitute(s) the legally binding obligations of the Mortgagor to the Mortgagee. No event or act has occurred which might or could impair the enforceability thereof or result in the discharge of the Mortgagor thereunder or under any pledge, agreement, promise, covenant, or any undertaking whatsoever which the Mortgagor has made or given to the Mortgagee. The Mortgagor waives and releases any causes of action it might have or claim to have against the Mortgagee arising out of or in any way related to the execution and enforcement of the Mortgage, Assignment of Rents, SNDA, or

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the transactions to which it/they relate(s).

9. Affirmance of Mortgage. The Mortgage, as amended herein and by this Second Mortgage Modification continues to be a valid and subsisting lien(s) upon the Premises, which Premises is free and clear of all other liens and encumbrances except those in favor of the Mortgagee or those which have been expressly permitted by the Mortgagee, if any. Notwithstanding the terms and provisions set forth herein, any assumption and/or assignment made hereunder shall be made without the release of liability or obligations set forth in the Loan Documents as modified and/or amended by this Second Mortgage Modification.

10. Binding Effect of Agreement. This Second Mortgage Modification shall be binding on all the successors and assigns of the Mortgagor and all successors and/or assigns of the respective parties hereof.

11. Severability. The enforceability or invalidity of any provision of this Second Mortgage Modification shall not affect the enforceability or validity of any other provision.

12. Headings. The headings have been inserted solely as a matter of convenience to the parties and shall not affect the construction or meaning thereof.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument as of the day and year first above written.

[Signature Page to Follow]

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4848 NORTH RIVER ROAD LLC, an Illinois limited liability company

By: *[Signature]*
Its: _____

Name: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the Court and State aforesaid, **DO HEREBY CERTIFY THAT** _____, as Manager of **4848 NORTH RIVER ROAD 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 Manager, appeared before me this day in person and acknowledged that he/she has signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said **4848 NORTH RIVER ROAD LLC** for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of Nov, 2006.

[Signature]
Notary Public

My commission expires: _____



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LEGAL DESCRIPTION

PIN: 12-10-302-052-0000

ADDRESS: 4848 NORTH RIVER ROAD
SCHILLER PARK
COOK COUNTY, ILLINOIS

PARCEL 1:

LOT 1 IN O'HARE INDUSTRIAL CENTER, BEING A SUBDIVISION OF PART OF THE NORTH ½ OF ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF LOT 1 AFORESAID FOR A PRIVATE ROAD FOR INGRESS AND EGRESS TO AND FROM RIVER ROAD AND FOR THE INSTALLATION, USE AND MAINTENANCE OF UNDERGROUND UTILITIES OVER AND UNDER THE SOUTH 40.00 FEET OF THE EAST 440.00 FEET OF LOT 3 IN O'HARE INDUSTRIAL CENTER AFORESAID AS CREATED BY DEED RECORDED APRIL 25, 1956 AS DOCUMENT 16560115, ALL IN COOK COUNTY, ILLINOIS.