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Cook County Recorder of Deeds
Date: 07/13/2007 11:17 AM Pg: 1 of 25

THIRD LOAN AND MORTGAGE MODIFICATION AGREEMENT

Property of Cook County Clerk's Office

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

ARNSTEIN & LEHR LLP
120 S. RIVERSIDE PLAZA, STE 1200
CHICAGO, IL 60606
BARRY R. KATZ

COMMON ADDRESS
1520 Pratt Avenue
Elk Grove Village, Illinois 60007

Tax ID: 08-34-403-020-0000

CROSS REFERENCE:
0511811354

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This Instrument Prepared By and After
Recording Should Be Returned to:
Arnstein & Lehr LLP
120 S. Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Attn: Barry R. Katz

HARRIS, N.A.
* AS SUCCESSOR TRUSTEE TO

MERCANTILE NATIONAL BANK OF INDIANA
THIRD LOAN AND MORTGAGE MODIFICATION AGREEMENT

THIS IS A DUPLICATE ORIGINAL THIRD LOAN AND MORTGAGE MODIFICATION AGREEMENT. THE BORROWER HAS EXECUTED, ACKNOWLEDGED AND DELIVERED TO LENDER MULTIPLE ORIGINALS OF THIS SECOND LOAN AND MORTGAGE MODIFICATION AGREEMENT, ONE TO BE RECORDED IN EACH APPLICABLE COUNTY.

This Third Loan and Mortgage Modification Agreement (the "Agreement") is entered into as of the 29 day of June, 2007 by and among Karfam Company, L.L.C., an Illinois limited liability company ("Karfam"); 1520 Pratt, LLC, a Delaware limited liability company; Chicago Title Land Trust Company, as successor trustee to LaSalle Bank National Association as successor trustee to American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under that certain Trust Agreement dated April 30, 1996 and known as Trust No. 121598-02; Chicago Title Land Trust Company, as successor trustee to LaSalle Bank National Association as successor trustee to American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under that certain Trust Agreement dated April 30, 1996 and known as Trust No. 121577-07; Mercantile National Bank of Indiana, not personally, but solely as Trustee under Trust Agreement dated April 30, 1996 and known as Trust No. 6234; and Mercantile National Bank of Indiana, not personally, but solely as Trustee under Trust Agreement dated April 30, 1996 and known as Trust No. 6235 (hereinafter jointly, severally and collectively referred to as "**Borrower No. 1**"), and 12605 Townsend Road, LLC, a Delaware limited liability company ("**Borrower No. 2**") (Borrower No. 1 and Borrower No. 2 are sometimes jointly, severally and collectively referred to herein in this Agreement as "**Borrower**"), and LaSalle Bank National Association (hereinafter referred to as "**Lender**").

WITNESSETH:

WHEREAS, Borrower No. 1 obtained a loan from Lender in the original principal amount of Three Million Five Hundred Twenty-Eight Thousand Nine Hundred Eighty and 26/100 Dollars (\$3,528,980.26), which loan is evidenced by that certain Amended and Restated Mortgage Note dated June 5, 2006 in the principal amount of Three Million Five Hundred Twenty-Eight Thousand Nine Hundred Eighty and 26/100 Dollars (\$3,528,980.26) ("**Note No. 1**").

WHEREAS, Note No. 1 heretofore has been secured by those certain Open-End Mortgages and Security Agreements (and Open-End Deeds of Trust and Security

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Agreements as applicable (each referred to herein as an "Original Mortgage") and the Assignments of Leases and Rents, executed by one or more of the entities defined herein as Borrower No. 1 with respect to seven (7) properties (the "Original Properties") owned by such entities and described in Exhibit A hereto (collectively, the "**Original Other Mortgage Documents**"). The parties hereby agree that Note No. 1 and the Original Other Mortgage Documents and all other documents and agreements evidencing, securing or relating to the indebtedness under Note No. 1 shall be collectively referred to herein as the "**Original Other Loan Documents**".

WHEREAS, Borrower No. 2 obtained a loan from Lender in the principal amount of One Million Thirty-Eight Thousand and No/100 Dollars (\$1,038,000.00) (the "**Additional Loan**"), which Additional Loan is evidenced by a Mortgage Note dated June 27, 2005 ("**Note No. 2**"), and is secured by a certain Open-End Mortgage and Security Agreement (the "**Brookfield Mortgage**") (the Original Mortgages and the Brookfield Mortgage are hereinafter collectively referred to as the "**Mortgages**") of even date therewith with respect to the property located at 12605 West Townsend Road, Brookfield, Wisconsin described upon Exhibit B (the "**Brookfield Property**") and the Assignment of Leases and Rents of even date therewith with respect to the Brookfield Property (collectively, the "**Note No. 2 Mortgage Documents**") (the Original Other Mortgage Documents and the Note No. 2 Mortgage Documents are hereinafter collectively referred as the "**Other Mortgage Documents**" and, the Original Other Loan Documents, Note No. 2 and the Note No. 2 Mortgage Documents are hereinafter collectively referred to as the "**Other Loan Documents**").

WHEREAS, Borrower No. 1 has requested that Lender make an additional \$1,525,000 mortgage loan to Karfam evidenced by a Mortgage Note of even date herewith in the principal amount of \$1,525,000 (**Note No. 3**) secured by an Open-End Deed of Trust and Security Agreement ("**Lackland Mortgage**") recorded against the property commonly known as 11745 Lackland Road, St. Louis, Missouri ("**Lackland Property**").

WHEREAS, Lender is willing to make the \$1,525,000 mortgage loan to Karfam.

WHEREAS, the parties hereto desire to modify the Other Mortgage Documents and the Other Loan Documents in order to incorporate the foregoing changes.

NOW, THEREFORE, to induce the Lender to make the new mortgage loan to Karfam, and in consideration of the foregoing Recitals, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Recitals and Exhibits. The Recitals set forth above are true and correct and are incorporated into this Agreement by this reference as if they were fully set forth herein.

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2. Definitions. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Other Loan Documents.

3. Modification of Other Mortgage Documents and Other Loan Documents. The terms of the Other Mortgage Documents and the Other Loan Documents are hereby modified in the following respects:

3.1 Cross-Collateralization and Cross-Default of Note No. 1 with Note No. 2 and Note No. 3. The parties hereby agree that Note No. 1, Note No. 2 and Note No. 3 (collectively the "Notes" and each a "Note") and the documents executed in connection therewith are hereby cross-defaulted with respect to each other. The parties agree that Note No. 3 will be secured by the Other Mortgage Documents. References to the "Other Loan Documents" and "Other Mortgage Documents" in the Other Mortgage Documents and the Other Loan Documents shall be amended to include this Agreement. The Original Properties, the Brookfield Property and the Lackland Property secured by the Other Mortgage Documents, the Mortgages and the Lackland Mortgage shall secure to Lender the payment of all indebtedness due pursuant to the Notes and the Other Loan Documents and the performance of the covenants and agreements set forth in the Other Mortgage Documents, the Mortgages, the Lackland Mortgage and the Other Loan Documents.

4. Priority of Mortgages. The Mortgage Documents shall in all respects as of the date of recording of this Agreement continue to be valid and existing first mortgage liens covering the real properties encumbered thereby.

5. Acknowledgments of the Borrower. In order to induce the Lender to make the changes requested in this Agreement, Borrower hereby acknowledges, confirms and agrees that:

5.1 Any and all prior obligations to be performed by Lender with respect to the Other Loan Documents have been and remain fully and faithfully satisfied by the Lender; and

5.2 Except as expressly set forth herein, all of the respective representations, warranties and agreements made by Borrower in the Other Loan Documents remain in full force and effect, without any defense or right of setoff available thereunder for or on behalf of Borrower, and the Other Loan Documents are and continue in full force and effect as the binding obligation of Borrower with the same validity, priority and effect that they had at the time of their execution and recordation.

6. Construction. The language in all parts of this Agreement in all cases shall be construed simply according to its fair meaning and not strictly for or against any party. All words used herein in the singular number shall extend to and include the plural number. All words used herein in the plural number shall extend to and include the singular number. All words used in any gender, male, female or neuter shall extend to and include all genders as may be applicable in any particular context. Captions and headings contained in this Agreement are inserted only as a matter of convenience and

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in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, among other things, any rule of law or any other statute, legal decision or common law principle that would require interpretation of any ambiguities in this Agreement against the party that has drafted this Agreement are of no application, and are hereby expressly waived by all parties hereto.

7. Governing Laws. This Agreement, and the obligations of the parties hereunder, shall be interpreted, construed, and enforced in accordance with the laws of the State of Illinois.

8. Integration. This Agreement embodies the entire agreement and understanding among the parties hereto relating to the subject matter hereof and supersedes all prior agreements, understandings, representations and discussions relating thereto. Neither this Agreement, nor any of its provisions may be changed, amended, waived or otherwise modified except by an agreement in writing duly executed by, or on behalf of, the party against whom enforcement of any change, amendment, waiver, modification, consent or discharge is sought. The parties fully understand and acknowledge the import of the foregoing provision, and are aware that the law may permit subsequent oral modification of a contract, notwithstanding any contractual language which requires that any such modification be in writing, but the parties hereby fully and expressly intend that the foregoing requirements as to a writing shall be strictly adhered to and strictly interpreted and enforced by any court which may be asked to decide the question.

9. Effect of Other Agreements. Except as expressly set forth herein, all terms and provisions of any and all other written agreements entered into by and among some or all of the parties hereto, or their predecessors in interest, are hereby ratified and confirmed, and shall remain in full force and effect, unmodified in any manner whatsoever. In the event that this Agreement shall be deemed null and void for any reason, the provisions of any and all agreements entered into by and among some or all of the parties hereto, or their predecessors in interest, shall continue to control the relationship of the parties.

10. Binding Effect. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and legal representatives.

11. Counterparts. This Agreement may be executed in counterparts, and the signature pages and acknowledgements thereof may be separated from the body thereof and be assembled into one document by the Lender, and when so assembled and taken together, all so executed shall constitute one agreement, binding on all of the parties, notwithstanding such assembly of this Agreement or that all of the parties are not signatories to the original or the same counterpart signature page.

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12. Trustee Exculpation. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of a trustee, while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said trustee, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by said trustee, or for the purpose, or with the intention of binding said trustee, personally, but are made and intended for the purpose of binding only that portion of the trust property specifically subject to this Agreement, and this Agreement is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee. Further, no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said trustee on account of this Agreement, either expressed or implied, all such personal liability, if any, being expressly waived and released.

13. Release of Property. In the event of the sale of any of the Original Properties, Brookfield Property and/or the Lackland Property, Lender will issue a release of its mortgage interest in the applicable property upon receipt of payment of the release price for the specific property set forth in Exhibit C attached hereto. The amount received will be applied to Note No. 1, Note No. 2 or Note No. 3, as applicable.

[Remainder of Page Intentionally Left Blank – Signature Page(s) Follow]

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IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BORROWER NO. 1:

KARFAM COMPANY, L.L.C.,
an Illinois limited liability company

By: Jeffrey Karsen
Name: Jeffrey Karsen
Title: Manager

1520 PRATT LLC,
a Delaware limited liability company

By: Jeffrey Karsen
Name: Jeffrey Karsen
Title: Manager

Chicago Title Land Trust Company, as
successor Trustee to LaSalle Bank National
Association as successor trustee to American
National Bank and Trust Company of
Chicago, a National Banking Association, as
Trustee under that certain Trust Agreement
dated April 30, 1996 known as Trust No.
121598-02

By: _____
Name: _____
Title: _____

BORROWER NO. 2:

12605 TOWNSEND ROAD, LLC,
a Delaware limited liability company

By: Jeffrey Karsen
Name: Jeffrey Karsen, Manager

LENDER:

LaSalle Bank National Association

By: William M. Lloyd
Name: William M. Lloyd
Title: First Vice President - Div. Mgr.

Chicago Title Land Trust Company, as
successor Trustee to LaSalle Bank National
Association as successor trustee to American
National Bank and Trust Company of
Chicago, a National Banking Association, as
Trustee under that certain Trust Agreement
dated April 30, 1996 known as Trust No.
121577-07

By: _____
Name: _____
Title: _____

Mercantile National Bank of Indiana, not
personally, but solely as Trustee under Trust
Agreement dated April 30, 1996 and known as
Trust No. 6234

By: _____
Name: _____
Title: _____

Mercantile National Bank of Indiana, not
personally, but solely as Trustee under Trust
Agreement dated April 30, 1996 and known
as Trust No. 6235

By: _____
Name: _____
Title: _____

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IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BORROWER NO. 1:

KARFAM COMPANY, L.L.C.,
an Illinois limited liability company

By: Jeffrey Karsen
Name: Jeffrey Karsen
Title: Manager

1520 PRATT LLC,
a Delaware limited liability company

By: Jeffrey Karsen
Name: Jeffrey Karsen
Title: Manager

Chicago Title Land Trust Company, as
successor Trustee to LaSalle Bank National
Association as successor trustee to American
National Bank and Trust Company of
Chicago, a National Banking Association, as
Trustee under that certain Trust Agreement
dated April 30, 1996 known as Trust No.
121598-02

By: Lidia Marinca
Name: LIDIA MARINCA
Title: Trust Officer

BORROWER NO. 2:

12605 TOWNSEND ROAD, LLC,
a Delaware limited liability company

By: Jeffrey Karsen
Name: Jeffrey Karsen, Manager

LENDER:

LaSalle Bank National Association

By: _____
Name: _____
Title: _____

Chicago Title Land Trust Company, as
successor Trustee to LaSalle Bank National
Association as successor trustee to American
National Bank and Trust Company of
Chicago, a National Banking Association, as
Trustee under that certain Trust Agreement
dated April 30, 1996 known as Trust No.
121577-07

By: Lidia Marinca
Name: LIDIA MARINCA
Title: Trust Officer

Mercantile National Bank of Indiana, not
personally, but solely as Trustee under Trust
Agreement dated April 30, 1996 and known as
Trust No. 6234

By: _____
Name: _____
Title: _____

Mercantile National Bank of Indiana, not
personally, but solely as Trustee under Trust
Agreement dated April 30, 1996 and known
as Trust No. 6235

By: _____
Name: _____
Title: _____

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IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BORROWER NO. 1:

KARFAM COMPANY, L.L.C.,
an Illinois limited liability company

By: *Jeffrey Karsen*
Name: Jeffrey Karsen
Title: Manager

1520 PRATT LLC,
a Delaware limited liability company

By: *Jeffrey Karsen*
Name: Jeffrey Karsen
Title: Manager

Chicago Title Land Trust Company, as
successor Trustee to LaSalle Bank National
Association as successor trustee to American
National Bank and Trust Company of
Chicago, a National Banking Association, as
Trustee under that certain Trust Agreement
dated April 30, 1996 known as Trust No.
121598-02

By: _____
Name: _____
Title: _____

BORROWER NO. 2:

12605 TOWNSEND ROAD, LLC,
a Delaware limited liability company

By: *Jeffrey Karsen*
Name: Jeffrey Karsen
Title: Manager

LENDER:

LaSalle Bank National Association

By: _____
Name: _____
Title: _____

Chicago Title Land Trust Company, as
successor Trustee to LaSalle Bank National
Association as successor trustee to American
National Bank and Trust Company of
Chicago, a National Banking Association, as
Trustee under that certain Trust Agreement
dated April 30, 1996 known as Trust No.
121577-07

**SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF**

By: _____
Name: _____
Title: _____

HARRIS, N.A. F/K/A
Mercantile National Bank of Indiana, not
personally, but solely as Trustee under Trust
Agreement dated April 30, 1996 and known as
Trust No. 6234

**SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF**

By: *Richard M. Schumacher*
Name: Richard M. Schumacher
Title: Vice President & Trust Officer

HARRIS, N.A. F/K/A
Mercantile National Bank of Indiana, not
personally, but solely as Trustee under Trust
Agreement dated April 30, 1996 and known
as Trust No. 6235

**SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF**

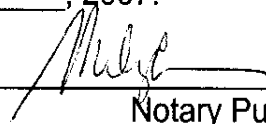
By: *Richard M. Schumacher*
Name: Richard M. Schumacher
Title: Vice President & Trust Officer

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STATE OF Illinois)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 29 day of June, 2007 by JEFFRY A. KARSEN, as Manager of 1520 PRATT LLC, a Delaware limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, Illinois, this 29 day of June, 2007.



Notary Public



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STATE OF Indiana)
) SS.
COUNTY OF LAKE)

X HARRIS, N.A.
AS SUCCESSOR TRUSTEE TO
MERCANTILE NATIONAL BANK OF INDIANA

The foregoing instrument was acknowledged before me this 10th day of JUNE, 2007 by Richard M. Schumaker, as VP & Trust Officer of Mercantile National Bank of Indiana, not personally, but solely as Trustee under Trust Agreement dated April 30, 1996 and known as Trust No. 6234.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hammond, Indiana, this 10th day of June, 2007.

[Signature]
Notary Public
NOTARY SEAL
Lake County
NOTARY PUBLIC, STATE OF INDIANA

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A**

1) OPEN-END DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") made in April 2005, between KARFAM COMPANY, L.L.C., an Illinois limited liability company (the "Trustor") (for recording and indexing purposes, the "Grantor"), having an address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007; Steve Todd, Esq. ("Trustee"); having an address c/o Chicago Title Insurance Company, 106 W. 11th Street, Suite 1800, Kansas City, Missouri, 64105; and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Beneficiary") (for recording and indexing purposes, "Grantee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

LOTS 36 TO 47, INCLUSIVE, BLOCK 1, COLEMAN'S 1ST ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Common Address: 2015 Washington Street, Kansas City, Missouri

Tax ID #: 29-410-17-26-000-00-000

2) OPEN-END MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") made in April 2005, by CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 30, 1996 AND KNOWN AS TRUST NO. 121577-07 ("Trustee") and KARFAM COMPANY, L.L.C., an Illinois limited liability company ("Beneficiary") (Trustee and Beneficiary are collectively the "Mortgagor") jointly and severally, having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

LOT 2 IN STOLL'S CICERO AVENUE INDUSTRIAL SUBDIVISION NUMBER 1 OF PART OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: 4620 W. 120th Street, Alsip, IL

P.I.N. 24-27-100-048-0000

3) OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made in April 2005, by 1520 PRATT, LLC, a Delaware limited liability company (the "Mortgagor"), having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

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LOT 1 (EXCEPT THE WEST 15 FEET THEREOF) IN GEORGE ANDERSON RESUBDIVISION IN ELK GROVE VILLAGE BEING A RESUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: 1520 Pratt Avenue

Elk Grove Village, Illinois 60007

P.I.N. 08-34-403-020-0000

4) OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made in April 2005, by MERCANTILE NATIONAL BANK OF INDIANA, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 30, 1996 AND KNOWN AS TRUST NO. 6235 ("Trustee") and KARFAM COMPANY, L.L.C., an Illinois limited liability company ("Beneficiary") (Trustee and Beneficiary are collectively the "Mortgagor") jointly and severally, having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS PLUG (0.4 FEET DOWN) AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER SECTION; THENCE ON AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 335.33 FEET TO A PK NAIL FLUSH; THENCE SOUTH 00 DEGREES 13 MINUTES 01 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION A DISTANCE OF 428.50 FEET TO A FLUSH 6/27/2005/8 INCH REBAR WITH YELLOW CAP MARKED "SCHNEIDER ENG. FIRM #001"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 335.5 FEET TO A PK NAIL ON THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 13 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF SAID QUARTER SECTION A DISTANCE OF 428.50 FEET TO THE POINT OF BEGINNING, CONTAINING 3.30 ACRES, MORE OR LESS.

Common Address: 3330 North Shadeland Avenue

Indianapolis, Indiana

Parcel Number: 7039861

5) OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made in April 2005, by MERCANTILE NATIONAL BANK OF INDIANA, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 30, 1996

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AND KNOWN AS TRUST NO. 6234 ("Trustee") and KARFAM COMPANY, L.L.C., an Illinois limited liability company ("Beneficiary") (Trustee and Beneficiary are collectively the "Mortgagor") jointly and severally, having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

LOT 4, BLOCK 1 IN BRANT'S BUSINESS CENTER ADDITION TO THE TOWN OF GRIFFITH, AS SHOWN IN PLAT BOOK 50 PAGE 61, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 14, 1980 AS DOCUMENT NO. 568717, IN LAKE COUNTY, INDIANA.

Common Address: 1941 Woodlawn Avenue

Griffith, Indiana

Key No.: 26-387-4

6) OPEN-END MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") made in April 2005, by LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 30, 1996 AND KNOWN AS TRUST NO. 121598-02 ("Trustee") and KARFAM COMPANY, L.L.C., an Illinois limited liability company ("Beneficiary") (Trustee and Beneficiary are collectively the "Mortgagor") jointly and severally, having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

LOT SEVEN (7) IN BLOCK SEVEN (7) AS DESIGNATED UPON THE PLAT OF BUDLONG'S SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 4 OF PLATS ON PAGE 3 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

Common Address: 1800 17th Avenue

Rockford, Illinois 61104

P.I.N. 11-36-133-0004

7) OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made in April 2005, by KARFAM COMPANY, L.L.C., an Illinois limited liability company (the "Mortgagor"), having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having

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an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

THE EAST 216.5 FEET OF THE NORTH 273.5 FEET OF BLOCK #3, INTERSTATE INDUSTRIAL PARK, SECTION "A", AN ADDITION TO THE CITY OF FORT WAYNE, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOW, TO-WIT:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF PRODUCTION ROAD WITH THE WEST LINE OF EXECUTIVE BOULEVARD; THENCE SOUTH 00 DEGREES 00 MINUTES WEST ON AND ALONG SAID WEST LINE, 273.5 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES WEST AND PARALLEL TO THE SOUTH LINE OF PRODUCTION ROAD 216.5 FEET; THENCE NORTH 00 DEGREES 00 MINUTES EAST AND PARALLEL TO SAID WEST LINE, 273.5 FEET TO SAID SOUTH LINE; THENCE NORTH 89 DEGREES 55 MINUTES EAST, ON AND ALONG SAID SOUTH LINE, 216.5 FEET TO THE POINT OF BEGINNING, CONTAINING 1.359 ACRES OF LAND.

Common Address: 1709 Production Drive, Fort Wayne, Indiana

Key No.: 80-3123-0003

P.I.N. 02-07-22-377-003, 000-073

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EXHIBIT B

LEGAL DESCRIPTION

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3755, RECORDED ON DECEMBER 6, 1979 IN VOLUME 29 OF CERTIFIED SURVEY MAPS ON PAGES 20, 21 AND 22 AS DOCUMENT NO. 1115707, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 3583, RECORDED ON JUNE 5, 1979 IN VOLUME 27 OF CERTIFIED SURVEY MAPS ON PAGES 194, 195 AND 196 AS DOCUMENT NO. 1093325, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 917, RECORDED NOVEMBER 1, 1968 IN VOLUME 6 OF CERTIFIED SURVEY MAPS ON PAGES 93 AND 94 AS DOCUMENT NO. 725972, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 817, RECORDED MAY 23, 1968 IN VOLUME 5 OF CERTIFIED SURVEY MAPS ON PAGES 193, 194 AND 195 AS DOCUMENT NO. 713499, ALL BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 20 EAST, IN THE CITY OF BROOKFIELD, COUNTY OF WAUKESHA, WISCONSIN.

Common Address: 12605 West Townsend Road

Brookfield, Wisconsin

Tax Key No. BRC 1056.997.004

UNOFFICIAL COPY

EXHIBIT C

RELEASE PRICES

Property Address	Release Price
1. 1520 Pratt Boulevard, Elk Grove Village, Illinois	\$1,875,000.00
2. 4620 W. 120 th Street, Alsip, Illinois	325,000.00
3. 1800 17th Avenue, Rockford, Illinois	60,000.00
4. 1941 Woodlawn Avenue, Griffith, Indiana	605,000.00
5. 3330 North Shadeland Avenue, Indianapolis, Indiana	750,000.00
6. 2015 Washington Street, Kansas City, Missouri	435,000.00
7. 1709 Production Drive, Fort Wayne, Indiana	340,000.00
8. 12605 Townsend Drive, Brookfield, Wisconsin	770,000.00
9. 11745 Lackland Avenue, St. Louis, Missouri	1,100,000

UNOFFICIAL COPY

EXCULPATORY RIDER

This instrument is executed by the Harris N.A. as Trustee under the provisions of a Trust Agreement dated **April 30, 1996**, and known as Trust no. **6235**, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris N.A. warrants that it possesses full power and authority to execute this instrument. 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, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

UNOFFICIAL COPY

EXCULPATORY RIDER

This instrument is executed by the Harris N.A. as Trustee under the provisions of a Trust Agreement dated **April 30, 1996**, and known as Trust no. **6234**, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris N.A. warrants that it possesses full power and authority to execute this instrument. 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, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.