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THIS DOCUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:

Thomas E. Schnur, Esq.
Vedder Price P.C.
222 North LaSalle Street, Suite 2500
Chicago, Illinois 60601-1003



Doc#: 0827733055 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/03/2008 09:39 AM Pg: 1 of 10

9457126
Kenny
DI 6086

(Space above line for Recorder's Use)
SECOND OMNIBUS AMENDMENT TO PROMISSORY NOTE, MORTGAGE
AND ASSIGNMENT OF RENTS
(6823 Lakewood)

This SECOND OMNIBUS AMENDMENT TO PROMISSORY NOTE, MORTGAGE AND ASSIGNMENT OF RENTS (herein called this "Amendment") is made as of September 30, 2008 by and between Arpac Buildings Company, L.L.C., a Delaware limited liability company (hereinafter, together with its successor and assigns, called "Mortgagor"), and Cole Taylor Bank (hereinafter, together with its successors and assigns, called "Mortgagee").

WITNESSETH:

This Amendment amends certain provisions of that certain (a) Promissory Note dated as of December 12, 2007 in the original principal amount of \$349,900.00 by Mortgage in favor of Mortgagee, as amended by that certain Omnibus Amendment to Promissory Note, Mortgage and Assignment of Rents dated as of May 31, 2008 (as may be further amended, restated or modified, the "Original Note"); (b) Mortgage dated December 12, 2007 made by Mortgagor in favor of Mortgagee encumbering the Real Property described therein including, but not limited to, the Land legally described in Exhibit A attached hereto (the "Premises") and hereby made a part hereof, which instrument was recorded in Cook County, Illinois on December 13, 2007, as Document No. 0734742132, as amended by that certain Omnibus Amendment to Promissory Note, Mortgage and Assignment of Rents dated as of May 31, 2008 (the "Original Mortgage," as may be further amended, restated or modified from time to time, the "Mortgage"); and (c) Assignment of Rents dated as of December 12, 2007 by and between Mortgagor and Mortgagee with respect to the Premises, which instrument was recorded in Cook County, Illinois on December 13, 2007, as Document No. 0734742133, as amended by that certain Omnibus Amendment to Promissory Note, Mortgage and Assignment of Rents dated as of May 31, 2008 (the "Original Assignment of Rents," as may be further amended, restated or modified from time to time, the "Assignment of Rents").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

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1. Amendments to Original Note. The following Sections of the Original Note are hereby amended and restated as follows:

PAYMENT. Borrower will pay this loan in 59 principal payments of \$1,458.00 each and one final principal and interest payment of \$265,362.31. Borrower's first principal payment is due January 12, 2008, and all subsequent principal payments are due on the same day of each month after that. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 12, 2008, with all subsequent interest payments to be due on the same day of each month after that. Borrower's final payment of all accrued interest and principal not yet paid will be due on the date (the "Maturity Date") which is the earlier of: (i) December 12, 2012 or (ii) the date upon which all of the obligations under that certain Loan and Security Agreement, as amended from time to time (the "Loan Agreement") dated as of March 17, 2003 by and among ARPAC L.P., a Delaware limited partnership, INFRAPAK, L.L.C., an Illinois limited liability company and Lender, become due or are paid in full and all commitments of the Lender to advance proceeds thereunder are terminated. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest, then to principal; then to any unpaid collection costs; and then to any late charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

Other Defaults. Mortgagor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or Mortgagor or any of Mortgagor's affiliates or subsidiaries fail to comply with or to perform any other term, obligation, covenant or condition contained in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Mortgagee and Mortgagor and Mortgagor's affiliates or subsidiaries.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower (and in the case of any such petition being instituted against such Borrower or guarantor, (i) Borrower or guarantor, by any action or failure to act indicates its approval of, consent to or acquiescence therein, or (ii) an order shall be entered approving the petition in such proceedings and such order is not vacated, stayed on appeal or otherwise shall not have ceased to continue in effect within forty-five (45) days after the entry thereof).

COLLATERAL. Mortgagor acknowledges this Note is secured by, in addition to other collateral: (a) a Mortgage dated December 12, 2007 made by Mortgagor in favor of Mortgagee, as amended from time to time, recorded on December 13, 2007 as

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document number 0734742132 encumbering the property commonly known as Unit 2N, 6823 Lakewood Avenue, Chicago, IL 60626; (b) an Assignment of Rents dated December 12, 2007 made by Mortgagor in favor of Mortgagee recorded on December 13, 2007 as document number 0734742133 encumbering the property commonly known as Unit 2N, 6823 Lakewood Avenue, Chicago, Illinois; (c) a first Mortgage, Security Agreement, and Assignment of Leases and Rents dated as of May 20, 2003 made by Mortgagor in favor Mortgagee, as amended from time to time, recorded with the Recorder of Deeds of Cook County, State of Illinois on June 2 , 2003, as Document Number 0315307040 encumbering the property commonly known as 9465 and 9511 West River Street, Schiller Park, Illinois; (d) a first Mortgage, Security Agreement, and Assignment of Leases and Rents made as of March 17, 2003 made by Mortgagor in favor Mortgagee, as amended from time to time, recorded with the Recorder of Deeds of Cook County, State of Illinois on March 26, 2003, as Document Number 0030409023 encumbering the property commonly known as 9555 Irving Park Road, Schiller Park, IL; (e) a second Mortgage, Security Agreement, and Assignment of Leases and Rents dated as of September 30, 2008 made by Mortgagor in favor Mortgagee, as amended from time to time, recorded with the Recorder of Deeds of Cook County, State of Illinois encumbering the property commonly known as 9465 and 9511 West River Street and 9555 Irving Park Road, Schiller Park, Illinois, the terms and conditions of which are incorporated herein and made a part of this Note.

CROSS COLLATERALIZATION AND CROSS DEFAULT. By Signature below, Mortgagor acknowledges that this Note is cross collateralized and cross defaulted with all obligations, now or in the future, between Mortgagor, its affiliates and subsidiaries, or any one or more of them to Cole Taylor Bank.

2. Amendment to Original Mortgage and Original Assignment of Rents. The following Section of the Mortgage are hereby amended and related as follows:

CROSS-COLLATERALIZATION. In addition to the Note, the Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor, its affiliates, subsidiaries or any one or more of them to Mortgagee, as well as all claims by Mortgagee against Grantor, its affiliates, subsidiaries or any one or more of them whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable including but not limited to (i) the Loan Agreement; (ii) that certain Installment Note Secured by Mortgage dated as of September 30, 2008 made by Mortgagor in favor of Mortgagee in the original principal amount of \$2,400,000.00, as may be further amended, restated or modified; (iii) that certain Third Amended and Restated Installment Note Secured by Mortgage dated as of September 30, 2008 made by Mortgagor in favor of Mortgagee in the original principal amount of \$1,106,250.00, as may be further amended, restated or modified, and (iv) that certain Promissory Note dated December 12, 2007 made by

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Mortgagor in favor of Mortgagee in the original principal amount of \$349,900.00, as may be amended, restated or modified.

Death or Insolvency. The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from Grantor, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor (and in the case of any such petition being instituted against such Grantor or guarantor, (i) Grantor or guarantor, by any action or failure to act indicates its approval of, consent to or acquiescence therein, or (ii) an order shall be entered approving the petition in such proceedings and such order is not vacated, stayed on appeal or otherwise shall not have ceased to continue in effect within forty-five (45) days after the entry thereof).

3. No Further Amendment. This Amendment is given solely to amend and modify each of the Original Note, Mortgage and Assignment of Rents (collectively, the "Loan Documents") as set forth herein. No further amendment or modification of any Loan Document is made or intended, and the respective terms and provisions thereof shall, as expressly amended and modified hereby, continue in full force and effect after the date hereof. The warranties, representations, covenants and agreements contained in the Loan Documents as herein expressly amended, are hereby ratified, approved and confirmed in every respect.

4. No Release. The indebtedness, liabilities and other obligations secured by the Mortgage are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any lien, charge, security interest, assignment or other encumbrance created or evidenced thereby and all such liens, charges, security interests, assignments and encumbrances and the priority thereof shall relate back to the respective recordation dates for the Mortgage as referenced herein. This Amendment is not intended and shall not be deemed or construed to in any way effect the enforceability or priority of the Mortgage or constitute a novation, termination or replacement of all or any part of the indebtedness, liabilities or other obligations secured thereby.

5. Successors and Assigns; Agents; Captions. The covenants and agreements contained herein shall bind, and the rights thereunder shall inure to, the respective successors and assigns of Mortgagor and Mortgagee, subject to the provisions of the Mortgage. The captions and headings of the paragraphs of this Amendment are for convenience only and are not to be used to interpret or define the provisions hereof.

6. Recordation; Expenses. Mortgagor shall cause this Amendment to be recorded in the recording office applicable to the Mortgage and/or such other places as reasonably requested by Mortgagee and Mortgagor shall pay to Mortgagee all reasonable expenses incurred by Mortgagee in connection with the preparation, execution, filing and recordation of this Amendment, including without limitation, reasonable attorneys' fees.

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7. Counterparts. This Amendment may be executed in any number of original counterparts, each of which when so executed shall be deemed to be an original for all purposes, and all counterparts shall together constitute one and the same instrument.

8. Governing Law; Severability. Any provisions of this Amendment regarding the creation, perfection and enforcement of the liens and security interests granted in the Mortgage shall be governed by and construed under the laws of the state in which the Mortgaged Property is located. All other provisions of this Amendment shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles.

9. Post Closing Obligations. Within thirty (30) days after written request by Mortgagee or its legal counsel, Mortgagor hereby agrees to deliver to Mortgagee, at Mortgagor's sole cost and expense, a current title policy and/or date down endorsement to Mortgagee's existing title insurance policy, which shall be in form and substance reasonably satisfactory to Mortgagee. Notwithstanding the foregoing, if Mortgagor fails to satisfy any of the foregoing requirements within the time frames set forth above, then Mortgagor shall be permitted up to an additional 30 days to satisfy such requirements provided that (i) Mortgagor is diligently pursuing satisfaction of the above requirements and (ii) Mortgagor provides periodic updates to the Mortgagee as to the status of the Mortgagor's satisfaction of such requirements.

[SIGNATURE PAGE FOLLOWS]

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Signature Page to Second Omnibus Amendment (6823)

IN WITNESS WHEREOF, Mortgagor has caused this Amendment to be duly executed and acknowledged under seal the day and year first above written.

Mortgagor:

ARPAC BUILDINGS COMPANY, L.L.C.,
a Delaware limited liability company

By: _____

Michael Levy, Manager

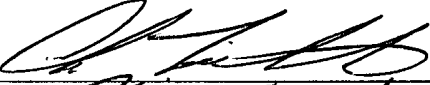
Property of Cook County Clerk's Office

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Signature Page to Second Omnibus Amendment (6823)

Accepted:

COLE TAYLOR BANK

By: 
Name: Chris Fournier
Title: S.V.P.

Property of Cook County Clerk's Office

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Notary Page to Second Omnibus Amendment (6823)

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, Judy Giordano, a notary public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that MICHAEL LEVY, Manager of ARPAC BUILDINGS COMPANY, L.L.C. a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as he signed and delivered the said instrument as such Manager of said company, pursuant to authority given by said company, as his free and voluntary act, and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

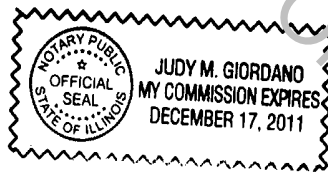
GIVEN under my hand and notarial seal this 22 day of September, 2008.

Judy M. Giordano
 Notary Public

My commission expires: 12/17/11

Print Name: Judy M. Giordano

Resident of COOK County,
 State of ILLINOIS



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Legal Description

UNIT 2N IN THE 6823 N. LAKEWOOD CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 18 IN BLOCK 6 IN INGALL'S SUBDIVISION OF LOTS 5 AND 6 IN THE CIRCUIT COURT PARTITION, BEING A SUBDIVISION OF THE EAST ½ OF THE NORTHWEST ¼ AND THE NORTHEAST FRACTIONAL ¼ OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0721203091; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

THE REAL PROPERTY OF ITS ADDRESS IS COMMONLY KNOWN AS 6823 N. LAKEWOOD AVENUE - 2N, CHICAGO, IL 60626.

THE REAL PROPERTY TAX IDENTIFICATION NUMBER IS 11-32-124-004-0000