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THIS DOCUMENT PREPARED BY
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Doc#: 0832629029 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/21/2008 11:47 AM Pg: 1 of 10

Stahl Cowen Crowley Addis LLC
55 West Monroe Street
Suite 1200
Chicago, Illinois 60603
Attn: Kevin P. Krantz, Esq.

This space reserved for Recorder's use only.

MODIFICATION OF LOAN SECURITY DOCUMENTS

THIS MODIFICATION OF LOAN SECURITY DOCUMENTS (this "Modification") is made as of the 1st day of November, 2008, by and among **SAF-T-GARD INTERNATIONAL, INC.**, an Illinois corporation ("**Borrower**"), **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 successor trustee to **FIRST CHICAGO BANK OF RAVENSWOOD** as Trustee under a Trust Agreement dated March 17, 1986 and known as Trust 25-7659 ("**Mortgagor**" and "**Assignor**") and **NORTEBROOK BANK & TRUST COMPANY**, a national banking association, its successors and assigns ("**Bank**").

RECITALS:

A. Bank has heretofore made a revolving loan ("**Revolving Loan**") to Borrower in the principal amount of Three Million Five Hundred Thousand and no/100 Dollars (\$3,500,000.00) and a term loan ("**Term Loan**") to Borrower in the principal amount of Four Hundred Eighty Eight Thousand and no/100 Dollars (\$488,000.00) pursuant to the terms and conditions of a Loan and Security Agreement dated February 26, 2008, between Borrower and Bank (the "**Loan Agreement**", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by a Revolving Loan Note dated February 26, 2008 in the principal amount of the Revolving Loan made payable by Borrower to the order of Bank ("**Original Revolving Note**"), and as evidenced by a Term Loan Note dated February 26, 2008 in the principal amount of the Term Loan made payable by Borrower to the order of Bank ("**Original Term Note**"). The Revolving Loan and Term Loan sometimes hereinafter being referred to collectively as the "**Loan**".

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B. The Original Revolving Note and Original Term Note is secured by, among other things, (i) that certain Junior Mortgage, Security Agreement, Assignment of Rents dated February 22, 2008 from Mortgagor in favor of Bank, and recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on February 27, 2008, as Document No. 0805831089 ("**Junior Mortgage**"), (ii) that certain Junior Assignment of Rents and Lessor's Interest in Leases dated February 22, 2008 from Assignor in favor of Bank, and recorded in the Recorder's Office on February 27, 2008, as Document No. 0805831090 (the "**Junior Assignment of Rents**"); (iii) that certain Loan Agreement; (iv) that certain Continuing Guaranty dated February 26, 2008 from Richard Rivkin ("**Guarantor**") in favor of Bank ("**Guaranty**"); (v) that certain Environmental Indemnity Agreement dated February 26, 2008 from Borrower and Guarantor to Bank (the "**Environmental Indemnity**"); (vi) that certain Collateral Assignment of Beneficial Interest dated February 26, 2008 from Guarantor, Andrea Kessler, and Susan Brontmar to Bank (the "**Collateral Assignment**"); and (vii) that certain Modification of Mortgage dated July 23, 2008 from Mortgagor to Bank and recorded in the Recorder's Office of Cook County on August 14, 2008 as Document No. 0822705079 ("**First Modification**") which modified the Junior Mortgage to limited the total indebtedness secured by the Junior Mortgage to Three Million Seven Hundred Fifty Thousand and No/100 Dollars (\$3,750,000.00), and (viii) certain other loan documents (the Original Revolving Note, the Original Term Note, the Junior Mortgage, the Assignment of Rents, the Loan Agreement, the Guaranty, the Environmental Indemnity, the Collateral Assignment, the Facsimile Assignment, the First Modification and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. Borrower desires to amend the Loan Documents in order to increase the amount of the Revolving Loan from Three Million Five Hundred Thousand and no/100 Dollars (\$3,500,000.00) to Four Million and no/100 Dollars (\$4,000,000.00).

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Modification), (ii) the agreements by Bank to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Revised Revolving Loan Note. All references to the Revolving Credit Note shall refer to the Revolving Loan Note dated November 1, 2008, which is a revision and restatement of the Revolving Loan Note dated February 26, 2008.

2. Amendment to Loan Agreement. In Section 2.1 and 3.1 of the Loan Agreement, the words "Three Million Five Hundred Thousand and no/100 Dollars (\$3,500,000.00)" are hereby deleted in their entirety and replaced with "Four Million and no/100 Dollars (\$4,000,000.00).

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3. Amendment to Junior Mortgage. In the first WHEREAS paragraph of the Junior Mortgage, the words "Three Million Five Hundred Thousand and no/100 Dollars (\$3,500,000.00)" are hereby deleted in their entirety and replaced with "Four Million and no/100 Dollars (\$4,000,000.00)".

4. Amendment to Junior Assignment of Rents. In the first WHEREAS paragraph of the Junior Assignment of Rents, the words "Three Million Five Hundred Thousand and no/100 Dollars (\$3,500,000.00)" are hereby deleted in their entirety and replaced with "Four Million and no/100 Dollars (\$4,000,000.00)".

5. Amendment to Environmental Indemnity. In Recital A, the words "THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00)" are hereby deleted in their entirety and replaced with the following: "FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00)".

6. Amendment to First Modification. In the "Modification" paragraph, the words "Three Million Seven Hundred and Fifty Thousand Dollars and 00/100 (\$3,750,000.00)" shall be deleted in their entirety and replaced with "Nine Million Two Hundred Seventy-Eight Thousand and no/100 Dollars (\$9,278,000.00)".

7. Amendment to Loan Documents. All references to the amount of the Revolving Loan Note or Revolving Credit Loan in any of the Loan Documents shall hereinafter be deemed to be FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00). Any reference to the Revolving Loan Note, the Loan Agreement, the Junior Mortgage, the Junior Assignment of Rents, or the Environmental Indemnity contained in the Revolving Loan Note, the Loan Agreement, the Junior Mortgage, the Junior Assignment of Rents, the Environmental Indemnity, or the Term Loan Note or any other Loan Documents or any notice, request, certificate or other document shall be deemed to be a reference to the Revolving Loan Note, the Loan Agreement, the Junior Mortgage, the Junior Assignment of Rents, or the Environmental Indemnity all as amended by this Modification unless the context shall otherwise specify. Any reference to Loan Documents in any of the Loan Documents shall hereinafter be deemed to include the amount of the Revolving Credit Loan as \$4,000,000.00.

8. Representations and Warranties of Borrower. Borrower hereby represents covenants and warrants to Bank as follows:

(a) The representations and warranties in the Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Documents) under the Revolving Loan Note, the Term Loan Note, the Junior Mortgage, the Junior Assignment of Rents or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Revolving Loan Note, the Term Loan Note, the Junior Mortgage, or the other Loan Documents.

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(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Modification, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Bank in connection with the Loan from the date of the most recent financial statement received by Bank.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Modification and to perform the Loan Documents as modified herein. The execution and delivery of this Modification and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Modification has been duly executed and delivered on behalf of Borrower.

9. Title Policy. As a condition precedent to Bank's agreement to modify the Revolving Loan Note and the other Loan Documents in accordance with the terms of this Modification, Borrower shall: (i) cause this Modification to be promptly recorded with the Recorder's Office (ii) provide Bank with a date down endorsement (or policy) and an endorsement insuring the Bank's policy of title insurance on the property legally described on Exhibit A attached hereto ("Property"), which was issued by Chicago Title Insurance Co. and known as Policy No. 1409-008396727-SK, and (iii) pay a fee for the expenses in Paragraph 10 below to Bank.

10. Expenses. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Bank in connection with this Modification, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

11. Miscellaneous.

(a) This Modification shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Modification shall not be construed more strictly against Bank than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Bank, it being recognized that Borrower and Bank have contributed substantially and materially to the preparation of this Modification, and Borrower and Bank each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Modification. Each of the parties to this Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Modification, and recognizes that it is executing and delivering this Modification, intending thereby to be legally bound by the terms and provisions

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thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Bank, the same shall not be deemed to constitute Bank a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower and Bank each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Modification, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Bank; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Modification. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Modification shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Revolving Loan Note", the "Term Loan Note", the "Junior Mortgage", the "Loan Agreement", the "Junior Assignment of Rents", the "First Modification" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement, the Revolving Loan Note, the Term Loan Note, the Junior Mortgage, the Junior Assignment of Rents, the Guaranty, the Environmental Indemnity, the Collateral Assignment, the Facsimile Assignment, the First Modification and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Modification may be executed in one or more counterparts, all of which, when taken together, shall constitute one original agreement.

(h) Time is of the essence of each of Borrower's obligations under this Modification.

(i) Terms used but not defined herein shall have the meaning ascribed to them in the Loan Agreement.

[Signature Page to Follow]

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[Signature Page to Modification]

IN WITNESS WHEREOF, the parties hereto have executed this Modification dated as of the day and year first above written.

BANK:

**NORTHBROOK BANK & TRUST
COMPANY**

By: David Masters
Name: David Masters
Title: President

BORROWER:

**Saf-T-Gard International, Inc., an Illinois
corporation**

By: Richard A. Rivkin
Name: RICHARD A. RIVKIN
Title: PRESIDENT

MORTGAGOR:

**CHICAGO TITLE LAND TRUST
COMPANY** as trustee & not
personally under trust no. 25-7659

By: Nancy A Carlin
Name: Nancy A Carlin
Title: Trust Officer

ASSIGNOR:

**CHICAGO TITLE LAND TRUST
COMPANY** as trustee & not
personally under trust no. 25-7659

By: Nancy A Carlin
Name: Nancy A Carlin
Title: Trust Officer

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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BANK ACKNOWLEDGEMENT

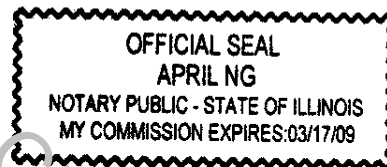
STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I April Ng, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David Masters, President of Northbrook Bank & Trust Company, is 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7 day of November, 2008.

April Ng
Notary Public

My Commission Expires: 3.17.09



BORROWER ACKNOWLEDGEMENT

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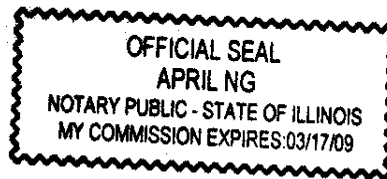
STATE OF ILLINOIS)
COUNTY OF Cook) .ss
)

I April Ng, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard Rivkin, President of Saf-T-Gard International, Inc., is 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7 day of November, 2009

April Ng
Notary Public

My Commission Expires: 3.17.09



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EXHIBIT A

THE PROPERTY

LOT 62 IN SKY HARBOR AIR INDUSTRIAL PARK UNIT 2, A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-05-103-020-0000
04-05-103-021-0000

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