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Scott & Kraus, LLC
150 S. Wacker Drive
Suite 2900
Chicago, Illinois 60606



Doc#: 0926504204 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/22/2009 02:40 PM Pg: 1 of 6

Property Address:

395 Edgemont Lane
Park Ridge, Illinois 60068

Permanent Index Number:

09-26-212-015

SECOND MODIFICATION OF MORTGAGE

This SECOND MODIFICATION OF MORTGAGE dated as of August 1, 2009 (the "Second Modification"), is entered into by and between JAMES M. CASSIDY, a married man (the "Mortgagor"), in favor of PARK NATIONAL BANK, a national banking association, its successors and assigns (the "Mortgagee" or "Lender"), whose address is 801 North Clark Street, Chicago, Illinois 60610.

WITNESSETH:

A. The Mortgagee made loans (the "Loans") to the CASSIDY BROTHERS, INC., an Illinois corporation (the "Borrower") pursuant to that certain Business Loan Agreement (Asset Based) dated as of June 29, 2009, as amended and restated by that certain Amended and Restated Business Loan Agreement of even date herewith (collectively, the "Credit Agreement"), which the Loans are evidenced by that certain (i) Promissory Note dated as of June 29, 2009, in the maximum principal amount of \$2,300,050, as amended by that certain Amended and Restated Revolving Note dated of even date herewith in the maximum principal amount of \$1,900,050 (the "Revolving Note"), and (ii) Promissory Note dated as of October 1, 2007, in the original principal amount of \$1,330,000, as amended by that certain Amended and Restated Term Note dated of even date herewith in the original principal amount of \$1,234,527.66 (the "Term Note"), each executed by the Borrower and payable to the order of the Mortgagee (the Revolving Note and the Term Note are collectively referred to in this Background as the "Notes" and each, individually, a "Note").

B. The Notes are cross-collateralized and cross-defaulted and are secured by, among other things, the following:

(i) Commercial Security Agreement dated October 1, 2007, as amended by that certain Amended and Restated Commercial Security

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Agreement dated of even date herewith made by Borrower in favor of Lender (the "Security Agreement");

(ii) Mortgage dated November 1, 2008, recorded in the office of the Cook County Recorder of Deeds on December 11, 2008, as Document No. 0834605248, as modified by that certain Modification of Mortgage dated December 12, 2008, recorded in the office of the Cook County Recorder of Deeds on January 28, 2009, as Document No. 0902833058 from Mortgagor in favor of Lender (collectively, the "Park Ridge Mortgage") encumbering the real estate located at 395 Edgemont Lane, Park Ridge, Illinois 60068 (the "Park Ridge Property");

(iii) Mortgage dated September 26, 2003, recorded in the Official Records of Collier County, Florida, on October 28, 2003, Book 3431, Page 2636 as Document No. 3286056, as modified by that certain Modification of Mortgage dated August 1, 2006, recorded in the Official Records of Collier County, Florida, on September 7, 2006, Book 4101, Page 3503 as Document No. 389576, as further modified by that certain Modification of Mortgage dated October 1, 2007, recorded in the Official Records of Collier County, Florida, on November 2, 2007, Book 4299, Page 0015 as Document No. 4091366, from Borrower in favor of Lender (as successor in interest to First Bank of Oak Park) (the "Naples Mortgage"), encumbering the real estate located at 749 Eagle Creek Drive, #407, Naples, Florida 34113 (the "Naples Property");

(iv) Assignment of Rents dated as of September 26, 2003, from Borrower in favor of Lender relating to the Naples Mortgage recorded with the Official Records of Collier County, Florida, Book 3431, Page 2653 on October 28, 2003, as Document Number 3286057 (the "Naples Assignment of Rents");

(v) Mortgage dated July 1, 2004, recorded in the office of the Cook County Recorder of Deeds on July 30, 2004, as Document No. 0421220164, as modified by that certain Modification of Mortgage dated August 1, 2006, recorded in the office of the Cook County Recorder of Deeds on September 8, 2006, as Document No. 0625145091, as further modified by that certain Modification of Mortgage dated October 1, 2007, recorded in the office of the Cook County Recorder of Deeds on October 25, 2007, as Document No. 0729860141, each made by Borrower in favor of Lender (the "Franklin Park Mortgage"), encumbering the real estate located at 441 South County Line Road, Franklin Park, Illinois 60131 ("Franklin Park Property");

(vi) Assignment of Rents dated July 1, 2004, from Borrower in favor of Lender relating to the Franklin Park Mortgage recorded in the office of the Cook County Recorder of Deeds on July 30, 2004, as Document No. 0421220165 (the "Franklin Park Assignment of Rents"); and

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(vii) the balance of the agreements, documents and instruments delivered in connection therewith (collectively, items (i) through (vii), together with the Notes and the Credit Agreement, are collectively, the "Loan Documents");

C. Mortgagor, Borrower and Lender desire to amend and restate certain of the Loan Documents requiring this Second Modification to the Park Ridge Mortgage.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee hereby agree as follows:

1. Incorporation of the Park Ridge Mortgage. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Park Ridge Mortgage or Credit Agreement, and the Park Ridge Mortgage to the extent not inconsistent with this Second Modification is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Park Ridge Mortgage are inconsistent with the amendments set forth below, such terms and provisions shall be deemed superseded hereby. The Park Ridge Mortgage shall remain in full force and effect, as amended hereby and its provisions shall be binding on the parties hereto.

2. Amended Provisions. The following paragraph of the Park Ridge Mortgage is hereby amended in its entirety and replaced with the following:

CROSS-COLLATERALIZATION. The loans evidenced by the Notes are cross-defaulted and cross-collateralized by this Mortgage.

3. Amended Definitions. The following defined terms under the caption "DEFINITIONS" of the Park Ridge Mortgage are hereby replaced and restated as follows:

Borrower. The word Borrower means Cassidy Brothers, Inc., an Illinois corporation, and its successors and assigns.

Note. The word "Note" or "Notes" means, collectively, (i) the Amended and Restated Revolving Note dated as of August 1, 2009, in the maximum principal amount of \$1,900,050 from Borrower to Lender, and (ii) the Amended and Restated Term Note dated as of August 1, 2009, in the original principal amount of \$1,234,527.66 each made by Borrower to Lender, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions thereto.

4. Amendment of the Park Ridge Mortgage. Mortgagor hereby acknowledges and agrees that all indebtedness and obligations arising as a result of the financial accommodations provided to Borrower, including, but not limited to, pursuant to the Credit Agreement shall be deemed included in the "Indebtedness" under and secured by the Park Ridge Mortgage.

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5. Representations and Warranties. The representations, warranties and covenants set forth in of the Park Ridge Mortgage shall be deemed remade and affirmed as of the date hereof by Mortgagor, except that any and all references to the Park Ridge Mortgage in such representations, warranties and covenants shall be deemed to include this Second Modification.

6. Effectuation. The amendments to the Park Ridge Mortgage contemplated by this Second Modification shall be deemed effective immediately upon the full execution of this Second Modification and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Second Modification.

7. Payment of Recording Charges, Interest, Fees and Costs. Mortgagor agrees to pay all costs and fees of the Mortgagee incurred or charged in the preparation and execution of this Second Modification including recording and title charges, if any.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Second Modification of Mortgage to be executed as of the date set forth above.

MORTGAGOR:

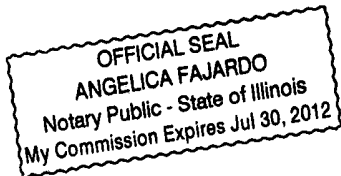
By: 
JAMES M. CASSIDY, individually

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State named above, DO CERTIFY that JAMES M. CASSIDY, a married man, who is personally known to me to be the same person whose name is subscribed to the above instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his own free and voluntary act for the uses and purposes set forth in the instrument.

GIVEN under my hand and Notarial Seal this September 9, 2009.

SEAL




Notary Public

My Commission expires:

7-30-2012

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EXHIBIT A

Legal Description

Property Address:

395 Edgemont Lane
Park Ridge, Illinois 60068

Permanent Index Number:

09-26-212-015

Legal Description:

LOT 7 AND THE WEST 23 FEET OF LOT 8 IN BLOCK 1 IN MICHAEL JOHN TERRACE UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS