



Doc#: 1009729110 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/07/2010 03:38 PM Pg: 1 of 11

This instrument prepared by and after recording should be returned to:

Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603
Attention: Victor A. Des Laurier, Esq.

PARCEL A PIN: 28-12-401-059
PARCEL B PIN: 28-12-401-060

PROPERTY ADDRESS:

Parcel A: 14800 South McKinley
Posen, Illinois 60469-1547

Parcel B: 14828-14846 South McKinley Avenue
Posen, Illinois 60469-1547

FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE DOCUMENTS

This First Amendment to Amended and Restated Mortgage Documents (this "First Amendment"), made and entered into as of the 29th day of March 2010, is by and between R.E.L. Real Estate, LLC, an Illinois limited liability company, having its principal place of business at 14800 South McKinley Avenue, Posen, Illinois 60469 ("Mortgagor"), and Bank of America, N.A., a national banking association, as successor by merger to LaSalle Bank National Association ("Lender"), and pertains to the real estate described in Exhibit "A", attached hereto and made a part hereof ("Real Estate").

WITNESSETH:

WHEREAS, Lender has provided and may hereafter provide certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Mortgagor and Corporate Safe Specialists, Inc., an Illinois corporation, having its principal place of business at 14800 South McKinley Avenue, Posen, Illinois 60469 ("Borrower"), pursuant to: (a) that certain Loan and Security Agreement dated as of April 30, 2004, by and between Borrower and Lender (as amended, renewed, restated or replaced from time to time, collectively the "Loan Agreement"), (b) that certain Extension Revolving Note of even date herewith executed and delivered by Borrower to Lender in the maximum aggregate principal amount not to exceed Six Million and no/100 Dollars (\$6,000,000.00) (as amended, renewed or restated from time to time, the "Extension Revolving Note"), (c) that certain Amended and Restated Promissory Note of even date herewith executed and delivered by Mortgagor to Lender in the principal amount of One Million Fifty-Five Thousand Nine Hundred Sixty-Five and 45/100 Dollars (\$1,055,965.45)(as amended, renewed or restated from time to time, the "Note"); (d) that certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture

Ticor Title Insurance

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Filing dated as of October 11, 2005, executed by the Mortgagor to and for the benefit of the Lender and recorded with the Cook County Recorder of Deeds on November 3, 2005, as Document Number 0530711143 (the "Mortgage"), (e) that certain Amended and Restated Assignment of Rents and Leases dated as October 11, 2005, executed by the Mortgagor to and for the benefit of the Lender and recorded with the Cook County Recorder of Deeds on November 3, 2005, as Document Number 0530711144, encumbering the Real Estate (the "Assignment of Rents"), and (f) the other documents, agreements and instruments referenced in the Mortgage or executed and delivered pursuant thereto;

WHEREAS, Mortgagor desires Lender to, among other things, extend the maturity date of the Note secured by the Mortgage, and provide certain other financial accommodations to the Mortgagor and the Borrower (the "Additional Financial Accommodations");

WHEREAS, Lender is willing to provide the Additional Financial Accommodations to the Mortgagor and the Borrower, provided, among other things, Mortgagor executes and delivers this First Amendment to Lender; and

WHEREAS, Mortgagor acknowledges and agrees that (a) Mortgagor is benefited by the Additional Financial Accommodations provided by Lender to Mortgagor and Borrower, (b) Mortgagor's execution and delivery of this First Amendment is a material inducement to Lender providing the Additional Financial Accommodations to Mortgagor and Borrower, and (c) without this First Amendment, Lender would not have provided the Additional Financial Accommodations to Mortgagor and Borrower.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Lender hereby agree as set forth in this First Amendment.

1. **Definitions/Recitals**. Except as expressly set forth in this First Amendment, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage, including by reference to defined terms in the Loan Agreement. The recitals set forth above are hereby restated in their entirety and made a part of this First Amendment.

2. **Amendments to Mortgage and Assignment of Rents**.

A. **Definition of Loan Documents**. Effective as of the date of this First Amendment, the Mortgage is hereby amended by deleting the Recital C. which begins on page 1 of the Mortgage with the paragraph which begins "The Lender has agreed to loan", and ending on page 2 with the words "collectively referred to herein as the "Loan Documents")" and substituting therefor the following paragraph:

"C. The Lender made a loan to the Mortgagor in the original principal amount of \$1,290,000, which has a principal balance as of March 29, 2010 of One Million Fifty-Five Thousand Nine Hundred Sixty-Five and 45/100 Dollars (\$1,055,965.45) (the "Loan"). The Loan shall be evidenced by that certain Amended and Restated Promissory Note dated as of March 29, 2010 (as amended, renewed or replaced from time to time, the "Note"), executed by

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the Mortgagor and made payable to the order of the Lender in the original principal amount of \$1,055,965.45 and due on March 31, 2013 (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof, of the Note or of any other agreement, document or instrument now or hereafter given to evidence or secure the payment of the Note or the Mortgage or to induce the Lender to disburse the proceeds of the Loan or modify the terms thereof, including, but not limited to (i) that certain Loan Agreement dated as of April 30, 2004, executed by and between Corporate Safe Specialists, Inc., an Illinois corporation ("Borrower"), and Lender, as amended, restated or replaced from time to time (collectively the "Loan Agreement"), (ii) that certain Extension Revolving Note dated as of March 29, 2010, executed and delivered by Borrower to Lender in a maximum aggregate principal amount not to exceed Six Million and no/100 Dollars (\$6,000,000.00) (as amended, renewed or replaced from time to time, the "Extension Revolving Note"), and (iii) the other loan documents or agreements executed and delivered by the Mortgagor or the Borrower in conjunction with this Mortgage, the Note, the Loan Agreement and the Extension Revolving Note (the "Other Agreements") (this Mortgage, the Note, the Loan Agreement, the Extension Revolving Note and the Other Agreements are hereinafter collectively referred to as the "Loan Documents")."

B. Obligations Secured by Mortgage and Assignment of Rents. Mortgagor and Lender acknowledge and agree that the Mortgage and the Assignment of Rents secure all now existing and hereafter arising liabilities and obligations of Mortgagor and/or Borrower to Lender, including, without limitation, the liabilities and obligations evidenced by (i) Note, (ii) the Loan Agreement, (iii) the Extension Revolving Note, and (iv) the other Loan Documents.

C. Cross-Default. Mortgagor acknowledges and agrees that a breach, default or event of default under any agreement, instrument or document executed and delivered by Borrower to Lender shall constitute an Event of Default under the Mortgage.

D. Surety Issues. The following new Section 39 is hereby added to the Mortgage:

"39 Surety Waivers. (A) Lender shall not be required or obligated to take any of the following action prior to pursuing any rights or remedies Lender may have under this Mortgage, whether against Mortgagor, the Premises or otherwise: (1) take any action to collect from, or to file any claim of any kind against Borrower, any guarantor, or any other person or entity liable, jointly or severally, for the full and timely payment and performance of the obligations secured hereby; (2) take any steps to protect, enforce, take possession of, perfect any interest in, foreclose or realize on any collateral or security securing the obligations secured hereby; or (3) in any other respect, exercise any diligence whatsoever in enforcing, collecting or attempting to collect any of the obligations secured hereby by any means.

(B) Mortgagor unconditionally and irrevocably waives each and every defense which would otherwise impair, restrict, diminish or affect any of the obligations secured hereby or Lender's rights and remedies hereunder, including, without limitation, any suretyship defenses. Without limiting the foregoing, Lender shall have the exclusive right from time to time without impairing, restricting, diminishing or affecting any of the obligations secured hereby or Lender's rights and remedies hereunder and without notice of any kind to Mortgagor, to (1) provide additional financial accommodations to Borrower; (2) accept partial payments on the obligations

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secured hereby; (3) take and hold collateral or security to secure the obligations secured hereby, or take any other guaranty to secure the obligations secured hereby; (4) in its sole discretion, apply any such collateral or security, and direct the order or manner of sale thereof, and the application of the proceeds thereof; (5) release any guarantor or co-obligor of the obligations secured hereby; and (6) settle, release, compromise, collect or otherwise liquidate the obligations secured hereby or exchange, enforce, sell, lease, use, maintain, impair and release any collateral or security therefor in any manner, without affecting or impairing any of Lender's rights under this Mortgage.

(C) Mortgagor hereby unconditionally waives (1) notice of any default by Borrower in the full and prompt payment or performance of the obligations secured hereby, and (2) presentment, notice of dishonor, protest, demand for payment and any other notices of any kind.

(D) Mortgagor assumes full responsibility for keeping informed of (1) the financial condition of Borrower; (2) the extent of the Borrower's obligations to Lender; and (3) all other circumstances bearing upon Borrower or the risk of non-payment of the Borrower's obligations to Lender. Mortgagor agrees that Lender shall have no duty or obligation to advise, furnish or supply Mortgagor of or with any information known to Lender, including, but not limited to, the financial condition of Borrower, any other circumstances relating to non-payment of the Borrower's obligations to lender or otherwise. If Lender, in its sole discretion, provides any advice or information to Mortgagor, Lender shall be under no obligation to investigate the matters contained in such advice or information, or to correct such advice or information if Lender thereafter knows or should have known that such advice or information is misleading or untrue, in whole or in part, or to update or provide any other advice or information in the future.

(E) Mortgagor acknowledges and agrees that Mortgagor may have a right of indemnification, subrogation, contribution and reimbursement from Borrower, Lender or any guarantor of the Borrower's obligations to Lender. Mortgagor understands the benefits of having such rights, including, but not limited to, (1) Mortgagor's right to reimbursement from Borrower of all monies expended for the payment of the Borrower's obligations to Lender; and (2) Mortgagor's subrogation to the rights of Lender after payment of the Borrower's obligations to Lender. Mortgagor knowingly and voluntarily waives, releases and relinquishes Mortgagor's rights of indemnification, subrogation, contribution and reimbursement from Lender or any other party."

E. Notice Provision. Section 26 of the Mortgage is hereby amended by (i) deleting the reference to Lender's notice information set forth therein and substituting therefore the following, and (ii) adding the Lender's counsel's notice information as follows:

"To the Lender, then to:

Bank of America, N.A.
135 South LaSalle Street, Suite 1108
Chicago, Illinois 60603
Attention: Mr. Robert W. Hamman
Facsimile Number: (312) 904-6469

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With a copy to:

Thompson Coburn, LLP
55 East Monroe Street, 37th Floor
Chicago, Illinois 60603
Attention: Victor Des Laurier, Esq.
Facsimile: (312) 782-1746"

3. **Reaffirmation of Mortgage and Assignment of Rents.** Mortgagor hereby reaffirms and remakes all of its representations, warranties, covenants, duties, obligations, agreements and liabilities contained in (i) the Mortgage, as amended hereby, (ii) the Assignment of Rents, as amended hereby, and (iii) that certain Amended and Restated Lease Subordination and Attornment Agreement dated as of October 11, 2005, by and among Mortgagor, Borrower and Lender, and recorded with the Cook County Recorder of Deeds on November 3, 2005, as Document Number 0530711145.
4. **Severability.** Wherever possible, each provision of this First Amendment shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this First Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this First Amendment, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.
5. **Fees, Costs and Expenses.** Mortgagor agrees to pay, upon demand, all fees, costs and expenses incurred by Lender, including, but not limited to, reasonable attorneys' fees, in connection with the preparation, execution, delivery and administration of this First Amendment and the other agreements, documents and instruments executed and delivered in connection herewith or pursuant hereto. However, at the request of Lender, Mortgagor shall pay certain fees, costs and expenses directly to such third parties entitled to receive payment.
6. **Exhibits.** The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.
7. **Choice of Law.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of law as to all matters, including matters of validity, construction, effect, performance and remedies.
8. **Conflict.** If, and to the extent, the terms and provisions of this First Amendment contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the terms and provisions of this First Amendment shall govern and control; provided, however, to the extent the terms and provisions of this First Amendment do not contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the Mortgage and the Assignment of Rents as amended by this First Amendment, shall remain in and have their intended full force and effect, and Lender and Mortgagor hereby affirm, confirm and ratify the same.

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9. **Waiver of Jury Trial.** THE MORTGAGOR AND LENDER EACH WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THE MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THE MORTGAGE OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THE MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THE MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

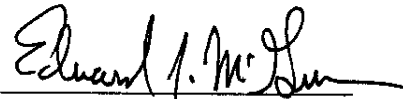
[signature page follows]

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IN WITNESS WHEREOF, Lender and Mortgagor have caused this First Amendment to be executed and delivered by their duly authorized members, managers, officers or directors, as the case may be, as of the date first set forth above.

R.E.L. REAL ESTATE, LLC,
an Illinois limited liability company

By: 
Name: Edward J. McGinn
Title: Manager

BANK OF AMERICA, N.A.,
a national banking association

By: 
Name: Robert Hamman
Title: Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Ursula M. Slotkus, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY that Edward Makris, who is personally known to me to be the MANAGER of R.E.L. Real Estate, LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing First Amendment to Amended and Restated Mortgage Documents, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of March, 2010.

Ursula M. Slotkus

NOTARY PUBLIC

My Commission Expires:

1/12/11

[SEAL]

"OFFICIAL SEAL"
URSULA M. SLOTKUS
Notary Public, State of Illinois
My Commission Expires 1/12/11

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EXHIBIT "A" TO MORTGAGE AND SECURITY AGREEMENT LEGAL DESCRIPTION

PARCEL A

PARCEL 1:

THE SOUTH 360 FEET OF THE NORTH 535 FEET OF LOT 2 IN CLOVERLEAF INDUSTRIAL PARK SUBDIVISION OF THE NORTHEAST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS SHOWN ON THE PLAT OF CLOVERLEAF INDUSTRIAL PARK SUBDIVISION RECORDED NOVEMBER 24, 1975 AS DOCUMENT NO. 23303254, FOR INGRESS AND EGRESS ALONG STRIPS OF LAND DESCRIBED AS FOLLOWS:

(A) THOSE PARTS OF LOT 1 IN THE AFORESAID SUBDIVISION LYING EAST OF A LINE WHICH IS 20 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1, AND NORTHEASTERLY OF A LINE WHICH IS 15 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1.

(B) THE EAST 20 FEET OF THE NORTH 175 FEET OF LOT 2.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST NO. 32224 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST NO. 76244, WHICH AGREEMENT WAS DATED NOVEMBER 29, 1973 AND RECORDED DECEMBER 4, 1973 AS DOCUMENT NO. 22561728, FOR INGRESS AND EGRESS ALONG TWO STRIPS OF LAND DESCRIBED AS FOLLOWS:

(A) THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 12, AFORESAID, BOUNDED ON THE WEST BY THE WEST LINE OF SAID FRACTIONAL 1/4 - 1/4 SECTION; ON THE SOUTHWEST BY A LINE DRAWN FROM A POINT ON SAID WEST LINE OF THE FRACTIONAL 1/4 - 1/4 SECTION, 196.42 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, TO A POINT WHICH 282.54 FEET SOUTH OF AND 194 FEET EAST OF SAID NORTHWEST CORNER (AS MEASURED ALONG THE AFORESAID WEST LINE OF THE FRACTIONAL 1/4 - 1/4 SECTION AND ALONG A LINE AT RIGHT ANGLES THERETO); ON THE NORTHEAST BY A LINE WHICH IS 15 FEET NORTHEASTERLY OF AND PARALLEL WITH THE LAST DESCRIBED LINE; AND ON THE SOUTH BY A LINE DRAWN AT RIGHT ANGLES TO THE AFORESAID WEST LINE OF THE FRACTIONAL 1/4 - 1/4 SECTION FROM A POINT WHICH IS 282.54 FEET SOUTH OF THE NORTHWEST CORNER THEREOF.

(B) THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 12, AFORESAID, BOUNDED ON THE WEST BY A LINE WHICH IS 194 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID FRACTIONAL 1/4 - 1/4 SECTION; ON THE EAST BY A LINE WHICH IS 40 FEET EAST OF AND PARALLEL WITH THE LAST DESCRIBED LINE; ON THE NORTH BY A LINE DRAWN AT RIGHT ANGLES TO THE AFORESAID WEST LINE OF THE FRACTIONAL 1/4 - 1/4 SECTION FROM A POINT THEREON WHICH IS 282.54 FEET SOUTH OF THE

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NORTHWEST CORNER THEREOF; AND ON THE SOUTH BY THE EASTWARD EXTENSION OF THE SOUTH LINE OF PARCEL.

ALL IN COOK COUNTY, ILLINOIS.

PARCEL B

PARCEL 1:

LOT 2 (EXCEPT THE NORTH 536 FEET THEREOF) IN CLOVERLEAF INDUSTRIAL PARK SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 24, 1975 AS DOCUMENT NO. 23303254.

PARCEL 2:

A PERPETUAL AND NON-EXCLUSIVE 55 FOOT WIDE EASEMENT FOR THE BENEFIT OF AND APPURTENANT TO PARCEL 1 FOR INGRESS AND EGRESS CREATED BY A CERTIFICATE EASEMENT AGREEMENT DATED NOVEMBER 29, 1973 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS DECEMBER 4, 1973 AS DOCUMENT NO. 22561728 AND AMENDMENT TO SAID EASEMENT AGREEMENT DATED FEBRUARY 19, 1974 AND RECORDED MARCH 26, 1974 AS DOCUMENT NO. 22666319 LYING 15 FEET WESTERLY OF 40 FEET EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ON THE WEST LINE THEREOF, 196.42 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHEASTERLY 212.26 FEET TO A POINT, SAID POINT BEING 282.54 FEET SOUTH OF AND 194.00 FEET EAST OF SAID NORTHWEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTH 1051.56 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL A PIN: 28-12-401-059

PARCEL B PIN: 28-12-401-060

PROPERTY ADDRESS:

Parcel A: 14800 South McKinley
Posen, Illinois 60469-1547

Parcel B: 14828-14846 South McKinley Avenue
Posen, Illinois 60469-1547

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