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Doc#: 1013244059 Fee: \$56.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/12/2010 11:43 AM Pg: 1 of 11

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SECOND AMENDMENT TO  
MORTGAGE DOCUMENTS

Box 400-CTCC

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

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

PIN: 10-29-303-017-0000  
10-29-400-008-0000

Common Address: 7420 North Lehigh Avenue  
Niles, Illinois 60714

**SECOND AMENDMENT TO MORTGAGE DOCUMENTS**

This Second Amendment to Mortgage Documents (this "Second Amendment") is made and entered into as of March 31, 2010, by and between Perutz Properties, LLC, an Illinois limited liability company, with its principal office located at 7420 North Lehigh Avenue, Niles, Illinois 60714 ("Mortgagor"), and JPMorgan Chase Bank, N.A., a national banking association with an office located at 10 South Dearborn Street, Mail Code IL1-1645, Chicago, Illinois 60603 (the "Bank").

**WITNESSETH:**

WHEREAS, prior hereto, the Bank provided certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Mortgagor pursuant to (a) that certain Mortgage and Security Agreement dated as of December 16, 2004, and recorded with the Cook County, Illinois, Recorder of Deeds on January 4, 2005, as Document No. 0500433051, as amended by that certain First Amendment to Mortgage Documents dated as of June 15, 2005, and recorded with the Cook County, Illinois, Recorder of Deeds on May 18, 2006, as Document No. 0613812162 (the "First Amendment to Mortgage"), each executed and delivered by Mortgagor to the Bank (collectively, the "Mortgage"), (b) that certain Assignment of Rents and Lessor's Interest in Leases dated as of December 16, 2004, executed and delivered by Mortgagor to Bank, recorded with the Cook County, Illinois, Recorder of Deeds on January 4, 2005, as Document No. 0500433052, as amended by the First Amendment to Mortgage (collectively, the "Assignment of Rents"; and together with the Mortgage, the "Mortgage Documents"), (c) that certain Environmental Indemnity Agreement dated as of December 16, 2004, executed and delivered by Mortgagor and Nimlok Company, a Delaware corporation ("Nimlok"), to the Bank (the "Environmental Indemnity Agreement"), and (d) the other documents, agreements and instruments referenced in the Mortgage, the Assignment of Rents or the Environmental Indemnity or executed and delivered pursuant thereto;

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WHEREAS, prior hereto, the Bank provided certain credit facilities and financial accommodations to Nimlok pursuant to: (i) that certain Letter of Credit and Reimbursement Agreement dated as of October 1, 1996, by and between Nimlok and the Bank, as amended, restated, supplemented or otherwise modified from time to time (the "Reimbursement Agreement"), (ii) that certain Amended and Restated Loan Agreement dated as of May 15, 1997, by and between the Bank and Nimlok, as amended, restated, supplemented or otherwise modified from time to time (the "Loan Agreement"), (iii) that certain Amended and Restated Revolving Promissory Note dated as of June 15, 2009, in a maximum aggregate principal amount not to exceed Three Million and no/100 Dollars (\$3,000,000.00) executed by Nimlok in favor of the Bank (as amended or restated from time to time, the "Promissory Note"), (iv) the Environmental Indemnity Agreement, and (v) that certain Amended and Restated Security Agreement dated as of May 15, 1997, by and between Nimlok and the Bank (as amended or restated from time to time, the "Security Agreement") (the Reimbursement Agreement, Loan Agreement, Promissory Note, Environmental Indemnity Agreement and Security Agreement are collectively the "Credit Documents");

WHEREAS, Mortgagor and Nimlok have requested that the Bank amend the Credit Documents to add Orbus, LLC, an Illinois limited liability company ("Orbus"), as an additional borrower thereunder pursuant to that certain Joinder to Credit Documents of even date herewith executed and delivered by Orbus to the Bank (the "Joinder"), and consent to the sale of certain assets by Nimlok to Orbus as provided in the Joinder (the "Additional Financial Accommodations");

WHEREAS, Mortgagor acknowledges and agrees that (i) Mortgagor is benefited by the Additional Financial Accommodations provided by the Bank to Nimlok and Orbus, (ii) Mortgagor's execution and delivery of this Second Amendment is a material inducement to the Bank providing the Additional Financial Accommodations to Nimlok and Orbus, and (iii) without this Second Amendment, the Bank would not have provided the Additional Financial Accommodations to Nimlok and Orbus.

NOW, THEREFORE, in consideration of the Additional Financial Accommodations, the mutual promises and understandings of Mortgagor and the Bank set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and Mortgagor hereby agree as set forth in this Second Amendment.

## 1. DEFINITIONS.

A. Generally Except as expressly set forth in this Second Amendment, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage.

B. Amended Definitions. Effective as of the date of this Second Amendment, Section 1.1 of the Mortgage is hereby amended by deleting the definitions of "Nimlok Loan Agreement", "Obligor" and "Obligors" in their entirety and substituting therefor the following:

**"Nimlok Loan Agreement"**: shall mean that certain Amended and

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Restated Loan Agreement dated as of May 15, 1997, by and between Nimlok and the Bank, as amended or restated from time to time, including, but not limited to, the amendment thereto as set forth in the Joinder Agreement.

**“Obligtor” or “Obligors”**: shall mean individually and collectively Mortgagor, Nimlok and Orbus.

C. **New Definitions**. Effective as of the date of this Second Amendment, Section 1.1 of the Mortgage is hereby amended by adding the following new definitions thereto in the appropriate alphabetical order:

**“Joinder Agreement”**: shall mean that certain Joinder to Credit Documents dated as of March 31, 2010, executed and delivered by Orbus to the Bank, as amended or restated from time to time.

**“Orbus”**: shall mean Orbus, LLC, an Illinois limited liability company.

2. **AMENDMENTS TO MORTGAGE**. Effective as of the date of this Second Amendment, the Mortgage is hereby amended as follows:

A. **Security**. The Mortgagor and the Bank acknowledge and agree that the “Mortgaged Property” (as such term is defined in the Mortgage) and the “Leases” and “Income” (as such terms are defined in the Assignment of Rents, secure the full and timely payment and performance by Nimlok, Perutz and Orbus of all Secured Obligations from time to time owing by Nimlok, Perutz and/or Orbus to the Bank.

B. **Insurance**. The Mortgage is hereby amended by adding the following new Section 4.1(B) thereto:

“(B) Unless Mortgagor provides the Bank with evidence of the insurance coverage required by this Mortgage, the Bank may purchase insurance at Mortgagor’s expense to protect the Bank’s interest in the Mortgaged Property. This insurance may, but need not, protect Mortgagor’s interests. The coverage that the Bank purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property. Mortgagor may later cancel any insurance purchased by the Bank, but only after providing the Bank with evidence that Mortgagor has obtained insurance as required by this Mortgage. If the Bank purchases insurance for the Mortgaged Property, Mortgagor will be responsible for the cost of that insurance, including interest and any other charges the Bank may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to Mortgagor’s total outstanding balance or obligation. The cost of insurance may be more than the cost of insurance Mortgagor may be able to obtain on their own. All such policies of insurance shall provide an endorsement naming the Bank as “mortgagee”, lender’s loss payee and additional insured.”

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C. Notice. Section 7.1 of the Mortgage is hereby amended by deleting the reference to the Bank's and the Bank's counsel's notice information set forth therein and substituting therefore the following:

"If to the Bank, then to:

JPMorgan Chase Bank, N.A.  
 10 South Dearborn Street  
 Mail Code IL1-1645  
 Chicago, Illinois 60603  
 Attention: Mr. Jeffrey M. Puro  
 Facsimile Number: (312) 732-6684

With a copy to:

Thompson Coburn, LLP  
 55 East Monroe Street, 37<sup>th</sup> 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 the Mortgage Documents as amended hereby.

4. **SEVERABILITY.** Wherever possible, each provision of this Second Amendment shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this Second 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 Second 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 the Bank, including, but not limited to, reasonable attorneys' fees, in connection with the preparation, execution, delivery, recording and administration of this Second Amendment and the other agreements, documents and instruments executed and delivered pursuant hereto or in connection herewith.

6. **EXHIBIT.** The Exhibit referred to herein is attached hereto, made a part hereof and incorporated herein by this reference thereto.

7. **CHOICE OF LAW.** This Second 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

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validity, construction, effect, performance and remedies.

8. **CONFLICT.** If, and to the extent, the terms and provisions of this Second Amendment contradict or conflict with the terms and provisions of the Mortgage Documents, the terms and provisions of this Second Amendment shall govern and control; provided, however, to the extent the terms and provisions of this Second Amendment do not contradict or conflict with the terms and provisions of the Mortgage Documents, the Mortgage Documents, as amended by this Second Amendment, shall remain in and have their intended full force and effect, and the Bank and Mortgagor hereby affirm, confirm and ratify the same.

9. **WAIVER OF JURY TRIAL.** MORTGAGOR AND THE BANK EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.

[signature page follows]

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

**JPMORGAN CHASE BANK, N.A.**,  
a national banking association

**PERUTZ PROPERTIES, LLC**,  
an Illinois limited liability company

By: *Jeffrey Puro*  
Name: Jeffrey Puro  
Title: Assistant Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

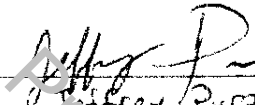
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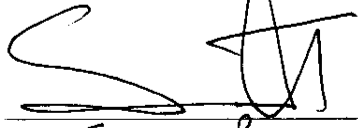
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IN WITNESS WHEREOF, the Bank and Mortgagor have caused this Second Amendment to be executed and delivered by their duly authorized officers, directors, members, or managers, as the case may be, as of the date first set forth above.

**JPMORGAN CHASE BANK, N.A.,**  
a national banking association

**PERUTZ PROPERTIES, LLC,**  
an Illinois limited liability company

By:   
Name: Jeffrey Puro  
Title: Assistant Vice President

By:   
Name: Simon PERUTZ  
Title: MANAGER

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STATE OF ILLINOIS            )  
                                          ) S.S.  
COUNTY OF Cook            )

I, Aurelia D. Sirbu, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Simon Perutz who is personally known to me to be the Manager of PERUTZ PROPERTIES, LLC, an Illinois limited liability company, subscribed to the foregoing Second Amendment to 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 31<sup>st</sup> day of March, 2010.



Aurelia D. Sirbu  
Notary Public

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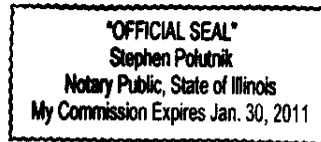
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STATE OF ILLINOIS            )  
                                          ) S.S.  
COUNTY OF Cook            )

I, Stephen Polutnik, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeffrey Puro, who is personally known to me to be a AVP of JPMORGAN CHASE BANK, N.A. and the same person whose name is subscribed to the foregoing Second Amendment to 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 31<sup>st</sup> day of March, 2010.

[Signature]  
Notary Public



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## EXHIBIT "A"

### LEGAL DESCRIPTION

THE SOUTH 425 FEET OF THE EAST 18.5 ACRES (EXCEPT THE WEST 330.0 FEET THEREOF) OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH 425 FEET OF LOT 5 OF MCDONNELL'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS.

**PIN NUMBERS:** 10-29-303-017-0000  
10-29-400-008-0000

**COMMON ADDRESS:** 7420 North Lehigh Avenue  
Niles, Illinois 60714

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