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Doc#: 1035418048 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/20/2010 04:34 PM Pg: 1 of 11

**THIS DOCUMENT PREPARED
BY AND WHEN RECORDED
MAIL TO:**

Mary Ann Murray, Esq.
Burke Burns & Pinelli, Ltd.
70 West Madison
Suite 4300
Chicago, Illinois 60602

Property Address: 7220 West Agatite, Norridge, IL
P.I.N.: 12-13-222-014-0000

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (this "Modification of Mortgage") is effective as of October 5, 2010 and executed as of the ~~27~~ day of October, 2010 by CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to La Salle Bank National Association, Bank One- Evanston and First National Bank and Trust Company of Evanston under Trust #R-2210 dated June 2, 1978 (the "Land Trust") and DENNIS BURGESS, the sole beneficiary of the Land Trust (the "Beneficiary" and together with the Land Trust, the "Mortgagor") in favor of MB FINANCIAL BANK, N.A., a national banking association with an office at 6111 North River Road, Rosemont, Illinois 60018 (herein, together with its successors and assigns, hereinafter defined as the "Lender").

WITNESSETH.

WHEREAS, the Mortgagor is owner and holder of fee simple title in and to all of certain property legally described in Exhibit A attached hereto and made a part herein, and commonly known as 7220 West Agatite, Norridge, Illinois, 60706; and

WHEREAS, by Mortgage dated December 27, 2005 (the "Original Mortgage") and recorded on December 29, 2005 as Document Number 0536305205 in the Cook County Recorder of Deeds Office, the Lender acquired a security interest in the Premises (as defined in the Original Mortgage) from the Mortgagor; and

WHEREAS, the Humboldt Mfg., Co. ("Humboldt"), the tenant on the Premises entered into, (i) that certain Loan and Security Agreement dated as of August 18, 2005, as amended from time to time, and (ii) those certain Modification Documents (as defined in that certain Modification of Loan Documents between the Humboldt and Humboldt Scientific Inc., a North Carolina corporation ("Scientific"), and the Lender, as the same is amended from time to time (collectively, with all documents executed related thereto referred to, individually referred to as a "Loan Document" or collectively as the "Loan Documents"); and

WHEREAS, as security for the obligations of Humboldt and Scientific set forth above, the Beneficiary guaranteed payment and performance of Humboldt by that certain guaranty executed by the Beneficiary in favor of the Lender; and

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WHEREAS, as a condition precedent to the extension of such further financial accommodation, the Lender requires the execution and delivery of certain documents and instruments by the Mortgagor, Humboldt, Scientific, and/or the Beneficiary including, but not limited to the Note (as hereinafter defined), to secure any sums due and payable to the Lender as set forth in the Note or the other Loan Documents; and

WHEREAS, the Lender requires that the Mortgagor execute and deliver this Modification of Mortgage to secure the payment and performance of all Mortgagor's Indebtedness and any and all duties and obligations set forth in the Loan Documents and all indebtedness of the Mortgagor under or pursuant to any other documents heretofore, now or hereafter executed by or on behalf of the Mortgagor; and

WHEREAS, all of the Loan Documents, including each of their respective provisions, are incorporated herein by this reference and made a part hereof as though fully set forth in this Mortgage; and

WHEREAS, Lender is desirous of securing the prompt payment of the Note, together with interest and any premium thereon, in accordance with the terms of the Note, and any additional indebtedness accruing to Lender on account of any future payments, advances or expenditures made by Lender pursuant to, or any other obligation of the Mortgagor arising under, the Loan Agreement;

WHEREAS, the Lender requires that the Mortgagor execute and deliver this Modification of Mortgage to secure the payment and performance of all of the Indebtedness and any and all duties and obligations set forth in that Loan Agreement and all indebtedness of the Mortgagor under or pursuant to any other documents heretofore, now or hereafter executed by or on behalf of the Mortgagor; and

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage executed by the Mortgagor as herein set forth.

NOW, THEREFORE, to secure the payment of the Indebtedness, and to secure the payment of all other sums which may at any time be due and owing or required to be paid as provided herein or in the Loan Documents, and the performance and observance of all of the covenants, agreements and provisions herein and in the Loan Agreement, and in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, all of which is secured by this Modification of Mortgage, the parties hereto do hereby mutually agree to modify the Mortgage as follows:

Modification of Mortgage

1. Recital A is hereby modified by amending and restating Recital A as follows:
 - A. (i) Pursuant to the terms and conditions contained in the certain Loan and Security Agreement dated as of August 18, 2005, executed by and between Humboldt Mfg. Co., an Illinois corporation ("Humboldt") which is the tenant of the Mortgagor (the

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"Borrower") and the Lender (the "Revolving Loan Agreement"), the Lender has agreed to loan to Borrower the principal amount of Three Million and 00/100 Dollars (\$3,000,000.00) (the "Revolving Loan"). The Loan is evidenced by the certain Promissory Note dated as of August 18, 2005 (as amended, restated or replaced from time to time, the "Revolving Note"), executed by Borrower and made payable to the order of the Lender in the original principal amount of the Loan and due on August 18, 2006, as such date is extended from time to time (the "Revolving Maturity Date"), except as may be accelerated pursuant to the terms hereof, of the Revolving Note, the Revolving Loan Agreement or of any other document or instruments now or hereafter given to evidence or secure the payment of the Revolving Note or delivered to induce the Lender to disburse the proceeds of the Revolving Loan, the Revolving Note and the Revolving Loan Agreement, together with such other documents, as amend, restated or replaced from time to time (being collectively referred to herein as the "Revolving Loan Documents").

(ii) The Lender also agreed to loan to the Borrower and Scientific the principal amount of One Million Four Hundred and 00/100 Dollars (\$1,400,000.00) (the "2007 Loan," and collectively with the Revolving Loan, the "Loan"). The 2007 Loan is evidenced by the certain Promissory Note dated as of November 29, 2007 (as amended, restated or replaced from time to time, the "2007 Note," and collectively with the Revolving Note, the "Note"), executed by Borrower and Scientific and made payable to the order of the Lender in the original principal amount of the 2007 Loan and due on November 29, 2008, as such date is extended from time to time (the "2007 Maturity Date," and collectively with the Revolving Maturity Date, the "Maturity Date").

2. All references to the term "Note" are hereby amended to mean and represent collectively the Revolving Note and the 2007 Note, together with any amendments, extensions or modifications thereto (as defined above).
3. All references to the term "Loan" are hereby amended to mean and represent collectively the Revolving Loan and the 2007 Loan, together with any amendments, extensions or modifications thereto (as defined above).
4. Mortgagor shall pay to Lender on the fifth day of each month, concurrently with the monthly payment of principal and interest due under the Note, a sum equal to all real estate taxes and assessments (general and special) next due upon or for the Property (the amount of such taxes next due to be based upon the Lender's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Lender divided by the number of months to elapse before 1 month prior to the date when such taxes and assessments will become due and payable (the "Tax Escrow Fund"). Such deposits are to be held without any allowance for interest to Mortgagor and are to be used for the payment of taxes and assessments (general and special) on the Property next due and payable when they become due. If the deposited funds are insufficient to pay any such taxes or assessments (general or special) when the same become due and payable, the Mortgagor must, within ten (10) days after demand therefore from the Lender, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess will be applied to a subsequent deposit or deposits. The deposits need not be kept separate and apart from

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any other funds of the Lender. Any such funds held by Lender shall not be claimed to be held in trust and shall not bear interest except to the extent, if any, required by law. So long as no Default or Event of Default has occurred and is continuing and no Event of Default has occurred, Lender shall apply such funds to, or (at the sole option of Lender) release such funds to Mortgagor for, payment of such Taxes as and when the same become due and payable; provided, however, that Lender shall have no liability for any failure by Lender to timely pay any Taxes. Upon the occurrence of an Event of Default, Lender may apply all or any part of such funds to payment of amounts outstanding under the Loan in such order and manner as Lender may determine in its sole and absolute discretion. If the total amount retained in the Tax Escrow Fund exceeds the amount of payments actually applied by Lender as set forth above, such excess may be credited by Lender on subsequent payments to be made by Mortgagor hereunder or, at the option of Lender, refunded to Mortgagor; but (x) if the Tax Escrow Fund shall not be sufficient to pay the sums required at least thirty (30) days before the same are due and payable or if, after payment of such amounts or (y) if after payment of such amounts, the Tax Fund fails to include three (3) months of Taxes as set forth in (a) and (b) above, Mortgagor shall, within ten (10) Business Days of receipt of written demand therefore from Lender, deposit with Lender the full amount of any such deficiency. Upon repayment in full of the Loan and all amounts outstanding under the Loan Documents and the satisfaction of all other obligations thereunder, any remaining funds held in the Tax Escrow Fund shall be released to Mortgagor.

5. All referenced to the Loan Documents are hereby amended to mean and represent collectively the Revolving Loan Documents and those certain Modification Documents (as defined in that certain Modification of Loan Documents between the Borrower and Scientific and the Lender, as the same is amended from time to time, including all documents executed in relation thereto) each document referred to, individually as a "Loan Document" or collectively as the "Loan Documents."

6. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Original Mortgage.

7. The Mortgagor hereby represents and warrants to the Lender that the execution and delivery by the Mortgagor of this Modification of Mortgage does not and will not violate any provision of law nor conflict with or result in the breach of any contractual obligation binding on the Mortgagor.

8. Except as expressly modified hereby, the Mortgage is in all respects, received, republished, ratified and confirmed, and the terms, provisions and conditions thereof shall remain in full force and effect. This Modification of Mortgage shall be incorporated into and made a part of the Original Mortgage, and all other related documents executed by the Mortgagor. The execution, delivery and effectiveness of this Modification of Mortgage shall not operate as a waiver of any right, power or remedy by the Lender nor constitute a waiver of any term or provision of the Mortgage.

9. The Modification of Mortgage securing the Indebtedness and any other obligations to the Lender is a valid and subsisting lien on the Premises as described herein and the Original Mortgage.

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10. The parties hereto further mutually agree that all provisions, stipulations, powers and covenants contained in the Original Mortgage, except as modified by this Modification of Mortgage, shall stand and remain unchanged and in full force and effect for and during said period, except only as specifically modified or amended above; and further that in the event of a failure to pay the obligations as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in the Original Mortgage or this Modification of Mortgage, then the whole of said Indebtedness shall, at the election of Lender, become at once, without notice, due and payable and may be collected together with all accrued interest and collection costs thereon, in the same manner as if this amendment had not been granted, anything hereinbefore to the contrary notwithstanding.

11. It is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind and inure to the benefit of the respective successors and assigns of the said parties.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized officer as of the date first above written.

MORTGAGOR:

LAND TRUST:

CHICAGO TITLE LAND TRUST COMPANY,
as Successor Trustee to LaSalle Bank National
Association, as Trustee and not Personally, under Trust
Agreement Dated June 2, 1978, and Known as Trust
Number R-2210



By: *Karen Michel*
Name: KAREN MICHEL
Title: ASST VP

BENEFICIARY

By: 7220 WEST AGATITE LLC

By: *Deputy Burger*
Its: Manager

LENDER:

MB FINANCIAL BANK, N.A.,

By: _____
Name: _____
Title: _____

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purposes of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

FROM :

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TAX NO. :

Doc. 28 2010 04:48PM P1

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized officer as of the date first above written.

MORTGAGOR:

LAND TRUST:

CHICAGO TITLE LAND TRUST COMPANY,
as Successor Trustee to LaSalle Bank National
Association, as Trustee and not Personally, under Trust
Agreement Dated June 2, 1978, and Known as Trust
Number R-2210

By: *Dennis Burgess*
Name: Dennis Burgess
Title: _____

BENEFICIARY

By: 7220 WEST AGATTE LLC

By: *Dennis Burgess*
Its: Manager

LENDER:

MB FINANCIAL BANK, N.A.,

By: *Michael Pries*
Name: MICHAEL PRIES
Title: AVP COMMERCIAL LENDING

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State of Illinois
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Officer/Authorized Signer of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer/Authorized Signer, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Officer/Authorized Signer then and there acknowledged that the said Officer/Authorized Signer, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Officer/Authorized Signer's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this

2ND day of NOV, 2010

Natalie Foster
Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a Notary Public in and for said County and State aforesaid, Do HEREBY CERTIFY that Dennis Burgess being the Manager of 7220 West Agatite LLC, 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 pursuant to authority given by the members and managers of the company, as his free and voluntary act and the free and voluntary act of the company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 28 day of OCT, 2010.



Jeanne M. Stahmer
Notary Public

Printed Name: Jeanne M. Stahmer

Commission expires:

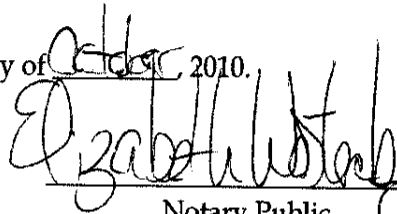
Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a Notary Public in and for said County and State aforesaid, Do HEREBY CERTIFY that Michael Eric being a AVP MB Financial Bank, N.A., 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 pursuant to authority given by the corporation, as his free and voluntary act and the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 29 day of October, 2010.



Notary Public

Printed Name: Elizabeth Wartenberg

Commission expires: 2/13/11



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DESCRIPTION OF REAL PROPERTY

THAT PART OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHEAST $\frac{1}{4}$, 470.40 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST $\frac{1}{4}$, 465.35 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING WEST PARALLEL TO THE SAID SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$, 157.33 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE, 190.44 FEET TO THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 13; THENCE EAST ALONG THE NORTH LINE OF THE SAID SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 157.33 FEET; THENCE SOUTH 190.44 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

7220 West Agatite
Norridge, Illinois 60706

PERMANENT TAX IDENTIFICATION NUMBER: 12-13-222-014-0000