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Doc#: 1115818036 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/07/2011 03:32 PM Pg: 1 of 7

SECOND AMENDMENT TO CONSOLIDATED AND AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

Dated as of

May 24, 2011,

BETWEEN

WISS, JANNEY, ELSTNER ASSOCIATES, INC.,
AS MORTGAGOR

AND

HARRIS N.A.,
AS MORTGAGEE

BOX 15

This instrument was prepared by and
when recorded return to:

181

Steven G. Hastings
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

FIDELITY NATIONAL TITLE _____

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SECOND AMENDMENT TO CONSOLIDATED AND AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This Second Amendment to Consolidated and Amended and Restated Mortgage and Security Agreement with Assignment of Rents (the "*Amendment*"), dated as of May 24, 2011, is entered into between Wiss, Janney, Elstner Associates, Inc., an Illinois corporation (hereinafter referred to as "*Mortgagor*") with its mailing address at 330 Pfingsten Road, Northbrook, Illinois 60062, and HARRIS N.A., a national banking association (hereinafter referred to as "*Mortgagee*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603;

WITNESSETH THAT:

WHEREAS, Mortgagor heretofore executed and delivered to Mortgagee that certain Consolidated and Amended and Restated Mortgage and Security Agreement with Assignment of Rents dated as of December 8, 2008, and recorded in the Recorder's Office of Cook County, Illinois on December 22, 2008, as Document No. 0835731038, as amended by the First Amendment to Consolidated and Amended and Restated Mortgage and Security Agreement with Assignment of Rents dated as of May 17, 2010, and recorded in the Recorder's Office of Cook County, Illinois on May 28, 2010, as Document No. 1014819032 (the "*Mortgage*"), which Mortgage currently encumbers the real property described on Schedule I attached hereto and made a part hereof; and

WHEREAS, the Mortgage currently secures, among other things, (i) a revolving credit facility (the "*Revolving Credit*") in a maximum principal amount of \$4,000,000 with advances under the Revolving Credit evidenced by a Revolving Note of Mortgagor payable to the order of Mortgagee maturing in no event later than the Termination Date as therein defined, and bearing interest thereon at the rates and payable at the times provided in the Amended and Restated Credit Agreement between Mortgagor and Mortgagee dated as of December 8, 2008 (as the same may be amended or modified from time to time, including further amendments and restatements thereof in its entirety, being referred to herein as the "*Credit Agreement*"), (such promissory note and any and all promissory notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "*Revolving Note*"), (ii) a term loan in the amount of \$5,000,000.00, with such term loan evidenced by a Term Note One of Mortgagor payable to the order of Mortgagee and maturing in no event later than December 31, 2013 and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (such promissory note and any and all promissory notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "*Term Note One*"), (iii) a term loan in the amount of \$3,333,330.00, with such term loan evidenced by Term Note Two of Mortgagor payable to the order of Mortgagee and maturing in no event later than December 31, 2013 and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (such promissory note and any and all promissory notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "*Term Note Two*"), (iv) a term loan in the amount of \$1,879,800.00, with such term loan evidenced by a Term Note Three of Mortgagor payable to the order of Mortgagee and maturing in no event later than June 28, 2013 and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (such promissory

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note and any and all promissory notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "*Term Note Three*"), (v) one or more additional term loans not to exceed \$10,000,000 in the aggregate (the "*Stock Repurchase Loans*"), which Stock Repurchase Loans shall be evidenced by separate Stock Repurchase Notes of Mortgagor payable to the order of Mortgagee and maturing in installments over the period ending no later than June 29, 2018 (such promissory notes and any and all promissory notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "*Stock Repurchase Notes*" and, together with the Revolving Note, Term Note One, Term Note Two and Term Note Three, being referred to herein collectively as the "*Notes*" and individually as a "*Note*"); (vi) the payment of all obligations arising under any and all applications executed by Mortgagor in connection with any letter(s) of credit issued for the account of Mortgagor under the Revolving Credit (hereinafter referred to as the "*Letters of Credit*"); and (vii) the Hedging Liability and Funds Transfer and Deposit Account Liability (as such terms are defined in the Mortgage) of the Mortgagor from time to time owing to Mortgagee and its affiliates;

WHEREAS, Mortgagor and Mortgagee are concurrently herewith entering into a Third Amendment to Amended and Restated Credit Agreement dated on or about the date hereof (the "*Third Amendment*") pursuant to which the parties have agreed, among other things, to (1) extend the Termination Date to May 31, 2012, as the same may be further extended from time to time and (2) increase the amount of the Revolving Credit available at any one time outstanding and the face principal amount of the Revolving Note from \$4,000,000 to \$6,000,000; and

WHEREAS, as a condition precedent to the Third Amendment, Mortgagee requires Mortgagor, and to accommodate that requirement Mortgagor desires by this Amendment, to confirm and assure that all of the real estate and other properties, rights, interests, and privileges of Mortgagor which are currently subject to the lien of the Mortgage be and constitute collateral security for the Revolving Credit as extended and increased in addition to all other indebtedness hereby secured by the Mortgage; and

NOW, THEREFORE, for and in consideration of the execution and delivery by Mortgagee of the Third Amendment, and other good and valuable consideration, receipt whereof is hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. The "Termination Date" as defined in the Mortgage is hereby extended to May 31, 2012, as such date may be further extended from time to time by Mortgagor and Mortgagee without further amendment to the Mortgage, *provided* the Termination Date as so extended ends on or before June 30, 2019.

2. The aggregate principal amount of the Revolving Credit referred to in the Mortgage, and the face principal amount of the Revolving Note issued under the Credit Agreement referred to in and secured by the Mortgaged Premises and entitled to the benefits of the Mortgage, is hereby increased from \$4,000,000 to \$6,000,000.

3. It is hereby agreed that all Revolving Credit advanced from time to time through the Termination Date as so increased and extended shall be secured by the Mortgage in the same manner as if all such indebtedness was specifically described in the Mortgage as indebtedness

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secured thereby. All references to the Termination Date contained in the Mortgage shall be deemed to be references to the Termination Date as amended hereby, and all references to the Revolving Note contained in the Mortgage shall be deemed to be references to the Revolving Note in the face principal amount of \$6,000,000 being executed and delivered by the Mortgagor to the Mortgagee pursuant to the Third Amendment and any and all promissory notes issued in renewal thereof or in substitution or replacement therefor.

4. This Amendment is supplementary to the Mortgage. All provisions of the Mortgage, the Credit Agreement, and the Notes, including the right to declare the principal and accrued interest due thereon for any cause specified therein, shall remain in full force and effect, it being the expressed intent of the parties that the indebtedness heretofore described is not discharged but merely extended pursuant to the terms of this Amendment. The provisions of this Amendment shall inure to the benefit of any holder of the Notes and any other indebtedness hereby secured and shall bind the successors and assigns of the Mortgagor.

5. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

6. Any note, instrument, or other document that refers to the Mortgage is deemed a reference to the Mortgage as amended hereby and does not need to refer to this Amendment. This instrument shall be governed by, and construed in accordance with, the laws of the State of Illinois.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed and delivered the day and year first above written.

WISS, JANNEY, EUSTNER ASSOCIATES, INC.

By Thomas S. Oczkowski
Printed Name Thomas S. Oczkowski
Title Vice President – Chief Financial Officer

Accepted and agreed to in Chicago, Illinois, as of the day and year first above written.

HARRIS N.A.

By [Signature]
Printed Name Greg [Signature]
Title Senior Vice President

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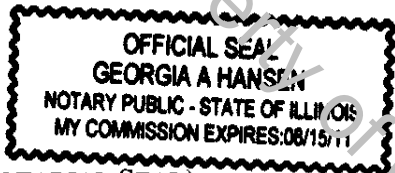
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 24th day of May, 2011, by Thomas S. Oczkowski, the Vice President – Chief Financial Officer of Wiss, Janney, Elstner Associates, Inc., an Illinois corporation, on behalf of the corporation.

Given under my hand and Notarial Seal this 24th day of May, 2011.

Georgia A. Hansen
Notary Public

Georgia A. Hansen
(Type or Print Name)



(NOTARIAL SEAL)

My Commission Expires:

Aug. 15, 2011

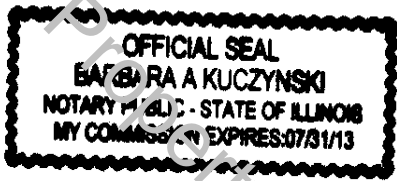
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 24th day of May, 2011, by Greg Sijulic, the S.V.P. of Harris N.A., a national banking association, on behalf of the association.

Given under my hand and Notarial Seal this 24th day of May, 2011.



Barbara A. Kuczynski
Notary Public

Barbara A. Kuczynski
(Type or Print Name)

(NOTARIAL SEAL)

My Commission Expires:

7-31-13

Notary of Cook County Clerk's Office

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SCHEDULE I

LEGAL DESCRIPTION

PARCEL 1:

Lot 11 in Sky Harbor Air-Industrial Park Unit Number 3, a subdivision in the South 1/2 of the Northeast 1/4 of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lot 5 in Sky Harbor Air-Industrial Park Unit One, being a subdivision in the Southeast Quarter of the Northeast Quarter of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

The North 175 feet, as measured on the West line thereof, of Lot 1 in Rogers Resubdivision of Lot 4 in Sky Harbor Air-Industrial Park Unit One, being a subdivision in the Southeast Quarter of the Northeast Quarter of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

Lot 3 in Sky Harbor Air-Industrial Park Unit One, a subdivision in the Southeast 1/4 of the Northeast 1/4 of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 1 P.I.N. no.: 04-05-202-020
Parcel 1 Property Address: 255 Melvin Drive
Northbrook, Illinois

Parcel 2 P.I.N. no.: 04-05-202-007
Parcel 3 P.I.N. no.: 04-05-202-034
Parcel 2 & 3 Property Address: 330 Pfingsten Road
Northbrook, Illinois

Parcel 4 P.I.N. no.: 04-05-202-005-0000
Parcel 4 Property Address: 2850 Maria Avenue
Northbrook, Illinois