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Cook County Recorder of Deeds
Date: 06/10/2011 11:50 AM Pg: 1 of 5

Vedder Price P.C.
222 North LaSalle Street, Suite 2600
Chicago, Illinois 60601
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(312) 609-7500

SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is entered into as of the 31st day of May, 2011 by NETCOM PROPERTIES INC., an Illinois corporation ("Mortgagor"), in favor of FIFTH THIRD BANK, an Ohio banking corporation (successor by merger with FIFTH THIRD BANK, a Michigan banking corporation (f/k/a Fifth Third Bank (Chicago))) ("Mortgagee") as Agent for itself and certain other Financial Institutions (collectively, the "Lenders").

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into that certain Loan and Security Agreement, dated as of October 20, 2006, as amended from time to time (the "Prior Loan Agreement");

WHEREAS, in order to secure the Obligations under the Loan Agreement (defined hereafter), Mortgagor and Mortgagee entered into that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 20, 2006, which was recorded with the Cook County Recorder of Deeds as Document Number 0629331163 on October 20, 2006, as amended by that certain First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 27, 2010 (the "First Amendment to Mortgage"), which was recorded with the Cook County Recorder of Deeds as Document Number 1031233095 (as it may be further amended, restated or modified from time to time, the "Mortgage") whereby Mortgagor mortgaged and warranted unto Mortgagee, its successors and assigns, among other things, the real estate described on Exhibit A attached hereto and all of its estate, right, title and interest therein situated,

WHEREAS, Mortgagor, certain of its affiliates and Mortgagee, as agent for itself and the Lenders have entered into a Amended and Restated Loan and Security Agreement, dated as of October 27, 2010, as further amended by that certain Amendment No. 1 to Amended and Restated Loan and Security Agreement dated as of even date herewith (as it may be further

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amended, restated or modified from time to time, the “Loan Agreement”) amending and restating the terms of the Prior Loan Agreement and certain other loan facilities; and

WHEREAS, Mortgagor and Mortgagee now desire to amend such Mortgage pursuant to this Amendment to incorporate the terms of the Loan Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows.

1. Incorporation of the Mortgage. All capitalized terms which are not defined hereunder shall have the same meaning as set forth in the Mortgage and in the Loan Agreement, and the Mortgage, to the extent not inconsistent with this Amendment, 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 Mortgage are inconsistent with the amendments set forth below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Mortgage shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Mortgage. The following amendment to the Mortgage shall be made:

Definition of Loan Agreement: The definition of Loan Agreement in the second Recital paragraph of the Mortgage is hereby amended as follows: “that certain Amended and Restated Loan and Security Agreement by and among Mortgagor, Netcom Inc., an Illinois corporation, Netcom Holdings, Inc., an Illinois Corporation, and N.A. Consultants Ltd., an Illinois corporation dated as of October 27, 2010, as amended by that certain Amendment No. 1 to Amended and Restated Loan and Security Agreement dated as of May 31, 2011, as it may be further amended, restated or modified from time to time.”

Definition of Note: The definition of Notes in the third Recitals of the Mortgage is hereby amended as follows: “one or more promissory notes in the aggregate principal amount of \$10,869,859.40.”

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

4. Relation Back. It is the intent of Mortgagor and Mortgagee that the First Amendment to Mortgage and this Amendment will relate back to and be effective as if adopted on October 20, 2006.

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5. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

6. Incorporation of Recitals. The recitals set forth in the “Witnesseth” Section of this Amendment are hereby incorporated into and made a part of this Amendment as if fully set forth in the body of this agreement.

[SIGNATURE PAGE FOLLOWS]

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 7 (EXCEPT THE WEST 15.25 FEET THEREOF) AND ALL OF LOT 8 IN BLOCK 1 IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST ½ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER LR1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NUMBER LR1713481, IN COOK COUNTY, ILLINOIS.

P.I.N.: 03-11-300-004-0000; 03-11-300-005-0000

Common Address: 599 South Wheeling Road, Wheeling, Illinois 60090