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Permanent Tax Index Numbers:

03-11-406-001-0000  
03-11-406-002-0000

Property Address:

5 Waltz Drive, Wheeling, Illinois 60090



Doc#: 1117444126 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/23/2011 04:42 PM Pg: 1 of 9

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## **MORTGAGE SPREADER AGREEMENT AND MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND LOAN DOCUMENTS**

This Agreement is made as of June 21, 2011, and is by **MICHAEL BLACK** and **JANE BLACK** (collectively, "Mortgagors"), to and for the benefit of **FIRSTMERIT BANK N.A.**, successor in interest to Midwest Bank and Trust Company ("Mortgagee").

### **RECITALS:**

A. Mortgagors and Aphelion Technologies Corporation ("Aphelion", and collectively with Mortgagors, "Borrowers") and Mortgagee have entered into that certain Business Loan Agreement dated May 3, 2009 (the "\$700,000 Loan Agreement"), pursuant to which, among other things, Mortgagee agreed to extend a loan to Borrowers in an amount not to exceed SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$700,000.00) (the "\$700,000 Loan"). The \$700,000 Loan is evidenced by that certain Promissory Note dated May 3, 2009 payable to Mortgagee in the original principal amount equal to \$700,000.00 ("\$700,000 Note").

B. Borrowers and Mortgagee have also entered into that certain Business Loan Agreement dated July 17, 2009 (the "\$2,037,500 Loan Agreement"), pursuant to which, among other things, Mortgagee agreed to extend a loan to Borrowers in an amount not to exceed TWO MILLION THIRTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,037,500.00) (the "\$2,037,500 Loan"). The \$2,037,500 Loan is evidenced by that certain Promissory Note dated July 17, 2009 payable to Mortgagee in the original principal amount equal to \$2,037,500.00 ("\$2,037,500 Note").

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C. Borrowers and Mortgagee have also entered into that certain Business Loan Agreement dated May 8, 2008 (the “\$2,625,000 Loan Agreement”), pursuant to which, among other things, Mortgagee agreed to extend a loan to Borrowers in an amount not to exceed TWO MILLION SIX HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$2,625,000.00) (the “\$2,625,000 Loan”). The \$2,625,000 Loan is evidenced by that certain Promissory Note dated May 8, 2008 payable to Mortgagee in the original principal amount equal to \$2,625,000.00 (“\$2,625,000 Note”).

D. Borrowers and Mortgagee have also entered into that certain Business Loan Agreement dated October 20, 2009 (the “\$350,000 Loan Agreement”), pursuant to which, among other things, Mortgagee agreed to extend a loan to Borrowers in an amount not to exceed THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00) (the “\$350,000 Loan”). The \$350,000 Loan is evidenced by that certain Promissory Note dated October 20, 2009 payable to Mortgagee in the original principal amount equal to \$350,000.00 (“\$350,000 Note”).

E. Borrowers and Mortgagee have also entered into that certain Business Loan Agreement (Asset Based) dated June 28, 2010 (the “\$600,000 Loan Agreement”, and collectively with the \$700,000 Loan Agreement, the \$2,037,500 Loan Agreement, the \$2,625,000 Loan Agreement, the \$350,000 Loan Agreement, the “Loan Agreements”), pursuant to which, among other things, Mortgagee agreed to extend a loan to Borrowers in an amount not to exceed SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00) (the “\$600,000 Loan”, and collectively with the \$700,000 Loan, the \$2,037,500 Loan, the \$2,625,000 Loan and the \$350,000 Loan, the “Loans”). The \$600,000 Loan is evidenced by that certain Promissory Note dated April 28, 2010 payable to Mortgagee in the original principal amount equal to \$600,000.00, as modified by that certain Amendment to Note dated June 28, 2010 between Borrower and Mortgagee (“\$600,000 Note” and collectively with the \$700,000 Note, the \$2,037,500 Note, the \$2,625,000 Note and the \$350,000 Note, collectively, the “Notes”).

F. The Notes are secured by (i) that certain Mortgage dated September 15, 2004 from Mortgagors in favor of Mortgagee (as modified and amended from time to time, the “Mortgage”) encumbering the property commonly known as 5 Waltz Drive, Wheeling, Illinois, and legally described on Exhibit A attached hereto (the “Property”), which was recorded on October 20, 2004 in the Office of the Recorder of Deeds of Cook County, Illinois (“Recorder”) as Document No. 0429449118, (ii) that certain Assignment of Rents dated September 15, 2004 from Mortgagors in favor of Mortgagee (“Assignment of Rents”) encumbering the Property, which was recorded on October 20, 2004 with the Recorder as Document No. 0429449119, (iii) that certain Commercial Security Agreement dated April 18, 2005 from Aphelion in favor of Mortgagee, granting Mortgagee a lien and security interest in all business assets of Aphelion (“Security Agreement”), and (iii) that certain Commercial Guaranty executed and delivered by William Black (“Guarantor”) in favor of Mortgagee, guarantying of all of Borrowers’ indebtedness arising under the Notes (“Guaranty”). The Loan Agreements, Notes, Mortgage, Assignment of Rents, Security Agreement, Guaranty and any other documents, certificates and agreements entered into and delivered to Mortgagee by or for the benefit of Borrowers in connection with the Loans, are collectively referred to herein as the “Loan Documents”.

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G. Mortgagors acknowledge that each of the Loans is currently in default, and Mortgagee has certain rights and remedies, including the right to enforce the Mortgage. Borrowers have requested that Mortgagee forbear from exercising its rights and remedies under the Loan Documents in respect of such defaults and Mortgagee has agreed to do so for a limited period of time, subject to the terms and conditions set forth in the Forbearance Agreement executed contemporaneously with this Agreement ("Forbearance Agreement").

H. Mortgagors own title to the property (the "Additional Property") legally described on **Exhibit B** attached hereto and made a part hereof.

I. Pursuant to the terms of the Forbearance Agreement, Mortgagors have agreed to mortgage, assign, convey, transfer and grant a security interest to Mortgagee in the Additional Property by executing and delivering to Mortgagee this Agreement and to grant Mortgagee a valid first lien on the Additional Property and to permit Mortgagee to amend the Mortgage and the Loan Documents by adding the Additional Property to the Property and spreading the lien of the Mortgage and Assignment of Rents to the Additional Property on the same terms and conditions as set forth in the Mortgage and Assignment of Rents recorded against the Property.

J. Mortgagors and Mortgagee deem it to be in their best interests to enter into this Agreements.

NOW, THEREFORE, in consideration of the foregoing recitals, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Recitals are hereby incorporated into and shall become part of this Agreement.
2. All capitalized terms used herein shall have the same meaning as when used in the Loan Agreements.
3. Mortgagors have acquired and are the fee simple owner of the Additional Property. Mortgagors hereby mortgage, assign, convey, transfer and grant a security interest to Mortgagee in the Additional Property and spread the lien of the Mortgage and Assignment of Rents to the Additional Property on the same terms and conditions as set forth in the Mortgage and Assignment of Rents. Mortgagors hereby amend the legal description in the Mortgage and Assignment of Rents to include the Additional Property and all references in the Loan Documents to "Real Property" shall hereinafter be deemed to include the Additional Property. The liens, encumbrances and security interests which were granted or conveyed to Mortgagee by the Mortgage and Assignment of Rents hereby attach to the Additional Property as if the Additional Property were originally described in such documents. The liens, encumbrances and security interests of the Mortgage and Assignment of Rents are hereby spread to add the Additional Property and subject the Additional Property to all of the restrictions, limitations and terms and conditions of the Mortgage and Assignment of Rents. The terms of the Mortgage and Assignment of Rents are hereby incorporated by reference into this Amendment.
4. Mortgagors hereby restates and reaffirms Mortgagors' agreements, representations, covenants and warranties contained in the Mortgage, Assignment of Rents and

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other Loan Documents and Mortgagors' agreements, representations, covenants and warranties shall pertain to, bind and encumber the Additional Property as fully and with the same effect as if the Mortgage and Assignment of Rents had been recorded against the Additional Property.

5. As a material inducement for Mortgagee to enter into this Agreement, Mortgagors represent and warrant that no Event of Default has occurred under the Mortgage, Assignment of Rents or any of the Loan Documents, as hereby modified, and Mortgagors hereby reaffirm all of its representations, covenants, agreements and obligations under the Mortgage, Assignment of Rents and other Loan Documents, as hereby modified, which modified Mortgage, Assignment of Rents and other Loan Documents secure Mortgagors' obligations under the Loan.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page left intentionally blank]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**MORTGAGORS:**

Jane Black  
JANE BLACK

M. BLACK  
MICHAEL BLACK

Consented to by:

**APHELION TECHNOLOGIES CORPORATION**  
an Illinois corporation

By: JANE BLACK  
Name: Jane Black  
Its: President

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## REAFFIRMATION OF GUARANTY

Guarantor, pursuant to the Guaranty, hereby consents to the modifications provided in the foregoing Agreement and hereby expressly ratifies and reaffirms all of his respective liabilities and obligations as Guarantor under the Guaranty and agrees to comply fully with all of the terms, conditions, provisions, agreements, representations, undertakings, warranties, guaranties, indemnities, grants and security interests and covenants contained in the Guaranty, notwithstanding that such obligations may be modified or amended by the foregoing Agreement. Guarantor acknowledges that he has no defenses, claims or set-offs to the enforcement of the Guaranty as amended by the foregoing Amendment.



WILLIAM BLACK

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**EXHIBIT A**  
**The Property**

LOT 2 IN THE WALTZ INDUSTRIAL PARK BEING A SUBDIVISION OF THE SOUTH 52 RODS (EXCEPT THE WEST 5 ACRES AND EXCEPT THE EAST 570 FEET) OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 5 Waltz Drive, Wheeling, Illinois 60090

PIN: 03-11-406-002-0000

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EXHIBIT <sup>B</sup> <sup>(34)</sup>  
The Additional Property

LOT 1 IN THE WALTZ INDUSTRIAL PARK BEING A SUBDIVISION OF THE SOUTH 52 RODS (EXCEPT THE WEST 5 ACRES AND EXCEPT THE EAST 570 FEET) OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 5 Waltz Drive, Wheeling, Illinois 60090

PIN: 03-11-406-001-0000

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