

# UNOFFICIAL COPY



Doc#: 1123722021 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/25/2011 10:05 AM Pg: 1 of 6

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

Inland Bank and Trust  
2805 Butterfield Road Suite 200  
Oak Brook, IL 60523

Property Address:  
5655-5658 W. Fillmore Street  
Chicago, IL 60644

PIN Number(s)  
16-17-413-008-0000, 16-17-413-009-0000 & 16-17-413-020-0000

## AMENDMENT TO LOAN DOCUMENTS

This Amendment to Loan Documents (this "Amendment") by and between The Harrington and King Perforating Co., Inc. and Harrington & King South, Inc. (the "Borrower") and Inland Bank and Trust, an Illinois banking corporation (the "Lender") is dated as of July 22, 2011 and amends the following documents:

### Revolving Loan Documents:

Promissory Note in the principal amount of \$3,250,000.00; Business Loan Agreement (Asset Based); Commercial Security Agreements (2); between the Lender and the Borrower [and/or the Indemnitor] (as the same may be amended, restated, modified, renewed, extended, substituted and/or replaced from time to time, together with any documents executed pursuant thereto, collectively, the "Revolving Loan Documents").

### Term Loan Documents:

Promissory Note in the principal amount of \$1,323,548.57; Mortgage to be recorded with the Recorder of Deeds of Cook County, Illinois; between the Lender and Borrower [and/or the Indemnitor] (as the same may be amended, restated, modified, renewed, extended, substituted and/or replaced from time to time, together with any documents executed pursuant or incidental thereto, collectively, the "Term Loan Documents").

The Revolving Loan Documents and the Term Loan Documents are referred to herein as the "Loan Documents". The indebtedness represented by the Loan Documents is referred to herein as the "Indebtedness". The collateral pledged pursuant to the Loan Documents is referred to herein as the "Collateral". Capitalized terms used herein but not otherwise defined herein shall have the same meaning as in the referenced Loan Documents.

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The parties hereto agree as follows:

## AMENDMENT TO LOAN DOCUMENTS

1.1 Cross Collateralization / Cross Default. Borrower acknowledges and agrees that (A) any and all collateral pledged as security in favor of Lender pursuant to the Revolving Loan Documents secures the Indebtedness; (B) any and all collateral pledged as security in favor of Lender pursuant to the Term Loan Documents secures the Indebtedness; (C) Lender shall not release any lien on any Collateral unless and until all the Indebtedness is paid in full; (D) any "Default" or "Event of Default" under the Revolving Loan Documents shall be a default under the Term Loan Documents; and (E) any "Default" or "Event of Default" under the Term Loan Documents shall be a default under the Revolving Loan Documents.

1.2 Omnibus Amendment. Each of the Loan Documents shall be deemed amended to give effect to the provisions of this Amendment without need for referencing each of the Loan Documents by name. Without limiting the generality of the foregoing, Borrower and Lender acknowledge that the term "Agreements", "Documents", "Related Documents" and/or "Other Agreements" shall mean all of the Loan Documents as modified by this Amendment (and any notes, amendments and agreements delivered in connection herewith) and shall now be deemed to include this Amendment and any other documents, instruments or agreements executed in connection herewith. To the extent the terms of this Amendment are inconsistent with the terms of the Loan Documents, the provisions of this Amendment shall govern. The terms and provisions of the Loan Documents shall remain in full force and effect as modified by this Amendment.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the day and year first above written.

LENDER:

**INLAND BANK AND TRUST,**  
an Illinois Banking corporation

By: [Signature]  
Name: [Signature]  
Title: [Signature]

BORROWER:

**The Harrington & King Perforating Co., Inc, an Illinois corporation**

By: [Signature]  
Andrew Lovaas  
President

By: [Signature]  
Edmund P. Boland  
Secretary

**Harrington & King South, Inc., a Tennessee corporation**

By: [Signature]  
Andrew Lovaas  
President





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## “EXHIBIT A”

### PARCEL 1:

THE NORTH 175 FEET (EXCEPT THE NORTH 25 FEET AND THE WEST 25 FEET THEREOF) OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE WEST 1/2 OF THE SOUTH 3/4 (EXCEPT THE NORTH 175 FEET AND EXCEPT THE SOUTH 674 FEET OF SAID WEST 1/2 OF THE SOUTH 3/4) OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR RAILROAD SWITCH TRACK AS CREATED BY DEEDS RECORDED AS DOCUMENT NUMBERS 6210336, 6489143, 5113122, 6860209, 6860210, 5964408, 8617388, 7263368 AND 7263369 OVER, ACROSS AND UPON THE FOLLOWING LAND:

A STRIP OF LAND 27 FEET WIDE LYING 17 FEET ON THE WEST AND SOUTHWESTERLY SIDE AND 10 FEET ON THE EAST AND NORTHEASTERLY SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTER LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 17, 674 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, THENCE NORTH ON SAID NORTH AND SOUTH CENTER LINE TO ITS POINT OF TANGENCY WITH A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 359.26 FEET, WHICH CURVED LINE IS ALSO TANGENT TO A LINE DRAWN 10 FEET SOUTHERLY FROM AND PARALLEL TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, THENCE NORTHWESTERLY ALONG SAID CURVED LINE TO ITS POINT OF TANGENCY WITH SAID LINE DRAWN 10 FEET SOUTHERLY FROM AND PARALLEL TO SAID SOUTHERLY LINE OF SAID RIGHT OF WAY OF SAID BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY AND THENCE NORTHWESTERLY TO SAID RIGHT OF WAY (EXCEPTING FROM SAID STRIP OF LAND THAT PART THEREOF FALLING IN SAID PARCELS 1 AND 2 AND ALSO EXCEPTING THE 4.75 FOOT STRIP DESCRIBED IN THE INSTRUMENT OF RELEASE AND QUIT-CLAIM FROM CENTRAL WAXED PAPER COMPANY, TO HOTPOINT, INC., RECORDED AS DOCUMENT 14517019, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 IN AND TO THE PRIVATE STREET KNOWN AS WEST FILLMORE STREET EXTENDING FROM MENARD AVENUE ON THE WEST TO CENTRAL AVENUE ON THE EAST, IN COOK COUNTY, ILLINOIS.

### PARCEL 5:

THE NORTH 298 FEET OF THE SOUTH 674 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.