

# UNOFFICIAL COPY

1000

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

MELTZER PURTILL & STELLE LLC  
1515 E. Woodfield Road, 2<sup>nd</sup> Floor  
Schaumburg, Illinois 60173-5431  
Attn: Michael J. Wolfe, Esq.



Doc#: 1130040073 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/27/2011 11:46 AM Pg: 1 of 6

Permanent Real Estate Tax No.:  
See Exhibits A

Property Address:  
See Exhibits A

*This space reserved for Recorder*

## AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS

THIS AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS (this "Amendment") is made as of the 9<sup>th</sup> day of September, 2011, by and between 2265 CARLSON LLC, an Illinois limited liability company ("Mortgagor") and THE PRIVATEBANK AND TRUST COMPANY, an Illinois State Bank, its successors and assigns ("Lender").

### RECITALS

Whereas, pursuant to the terms of that certain Loan and Security Agreement dated December 11, 2008 (as amended or restated from time to time, the "Loan Agreement"; all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement) among ARMON, INC., a Delaware corporation, F.E. MORAN, INC., an Illinois corporation, F.E. MORAN, INC. FIRE PROTECTION, an Illinois corporation, F.E. MORAN, INC. FIRE PROTECTION OF NORTHERN ILLINOIS, an Illinois corporation, F.E. MORAN, INC. SPECIAL HAZARD SYSTEMS, a Delaware corporation, F.E. MORAN, INC. MECHANICAL SERVICES, an Illinois corporation, and FIRE PROTECTION INDUSTRIES, INC., an Illinois corporation, (each a "Borrower" and collectively, the "Borrower"), BRIAN K. MORAN, ("B. Moran") individually, and OWEN A. MORAN ("O. Moran"), individually (each a "Guarantor" and collectively, the "Guarantor") and Lender, BRIAN K. MORAN, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED SEPTEMBER 18, 1984 ("Trustee"), made and delivered to Lender (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December 11, 2008 from Trustee and executed by Owen A. Moran to Lender and recorded with the Recorder of Deeds in Cook County, Illinois (the "Cook County Recorder's Office") on December 12, 2008, as Document No. 0834733049 ("Mortgage"), as assigned from Trustee to Mortgagor pursuant to that certain Assignment and Assumption of Mortgage dated December 30, 2010 and recorded with the Cook County Recorder's Office on December 30, 2010 as Document No. 1036416050 ("Assignment of Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A** attached hereto ("Property"), and (ii) that certain Assignment of Rents and Leases dated December 11, 2008 from Trustee and executed by Owen A. Moran to Lender and recorded with the Recorder of

8440969

BOX 333-CT

S Y  
P 6  
S N  
SC Y  
INT KB

# UNOFFICIAL COPY

Deeds in the Cook County Recorder's Office on December 12, 2008, as Document No. 0834733050 ("Assignment of Rents"), which Assignment of Rents further encumbers the Property and was assigned to Mortgagor pursuant to the Assignment of Mortgage.

The Mortgage and the Assignment of Rents were delivered as collateral security for the payment of a loan to Borrower in the in the principal sum of aggregate amount of Twenty Five Million Five Hundred Thousand and 00/100 Dollars (\$25,500,000.00) consisting of (i) a revolving loan in an amount not to exceed Fifteen Million and 00/100 Dollars (\$15,000,000.00) outstanding at any one time (the "Revolving Loan") as evidenced by that certain Revolving Note dated as of December 11, 2008 in the amount of the Revolving Loan given by Borrower to and for the benefit of Lender (as amended or restated from time to time, the "Original Revolving Note"); (ii) a term loan in the principal amount of Five Million and 00/100 Dollars (\$5,000,000.00)(the "Term Loan") as evidenced by that certain Term Note dated as of December 11, 2008 in the amount of the Term Loan given by Borrower to and for the benefit of Lender (as amended or restated from time to time, the "Term Note" and, together with the Revolving Note, the "Note"); and (iii) those certain Letter of Credit Obligations in the aggregate amount of Five Million Five Hundred Thousand and 00/100 Dollars (\$5,500,000.00)(the "Letter of Credit Obligations").

Borrower, Guarantors and Lender previously entered into that certain First Modification of Loan Documents dated December 11, 2009 ("First Modification") pursuant to which the Loan Documents were amended in order to, among other things, (i) extend the Revolving Loan Maturity Date, (ii) decrease the aggregate amount of the Revolving Loan Commitment and include a sublimit for Letters of Credit to be issued under the Revolving Loan Commitment; (iii) revise the Revolving Loan Interest Rate; (iv) decrease the principal amount of the Term Loan Commitment; (v) revise the Term Interest Rate; and (vi) revise certain financial covenants, all as more fully set forth therein. Pursuant to the First Modification, Borrower delivered to Lender that certain Amended and Restated Revolving Note dated December 11, 2009 in the amount of \$12,500,000.00, payable to the Lender (the "Revolving Note") which Revolving Note amended and restated the Original Revolving Note in its entirety.

Borrower, Mortgagor, Guarantors and Lender are now entering into that certain Second Modification of Loan Documents dated as of the effective date hereof (the "Second Modification"), pursuant to which Lender has agreed to modify the Loan Agreement, the Revolving Note, the Term Note and the other Loan Documents to, among other things, (i) extend the Revolving Loan Maturity Date, (ii) increase the aggregate amount of the Revolving Loan Commitment from \$12,500,000.00 to \$18,000,000.00, (iii) amend certain financial covenants, and (iv) advance additional funds to Borrower in the form of an Additional Term Loan as evidenced by an Additional Term Note. Pursuant to the Second Modification, Borrower is delivering to Lender that certain Additional Term Note dated as of the date hereof (the "Additional Term Note" and, together with the Revolving Note and Term Note, the "Notes") in the amount of One Million and 00/100 Dollars (\$1,000,000.00).

Borrower, Mortgagor and Lender desire to further amend the Mortgage and the Assignment of Rents to reflect the extended Maturity Date and to provide that the Mortgage and

# UNOFFICIAL COPY

the Assignment of Rents shall secure the Loan, as amended by the Second Modification and as evidenced by the Notes including, without limitation, the Additional Term Note.

Accordingly, Borrower, Mortgagor and Lender hereby amend the Mortgage and Assignment of Rents, as follows:

1. Paragraph A of the Recitals to the Mortgage is hereby amended to read in its entirety as follows”

Pursuant to the terms and conditions contained in that certain Loan and Security Agreement (as amended from time to time, the “Loan Agreement”) dated as of December 11, 2008, executed by and among Lender and ARMON, INC. (“Armon”) and its subsidiaries, F.E. MORAN, INC., F.E. MORAN, INC. FIRE PROTECTION, F.E. MORAN, INC. FIRE PROTECTION OF NORTHERN ILLINOIS, F.E. MORAN, INC. SPECIAL HAZARD SYSTEMS, F.E. MORAN, INC. MECHANICAL SERVICES, and FIRE PROTECTION INDUSTRIES, INC. (Armon, together with each such subsidiary, each a “Borrower” and collectively, the “Borrower”), Borrower is obligated to Lender for the payment of certain Loans, including Revolving Credit Loans and Letter of Credit Obligations made available to Borrower in the principal amount of up to \$18,000,000 (“Revolving Loans”) maturing on August 15, 2012 (subject to any extension thereof agreed by Lender and Borrower), a Term Loan disbursed to Borrower in the principal amount of \$5,000,000 maturing on December 11, 2013 (subject to any extension thereof agreed by Lender and Borrower), an Additional Term Loan disbursed to Borrower in the principal amount of \$1,000,000.00 maturing on September 9, 2014 (subject to any extension thereof agreed by Borrower and Lender), and certain Hedging Obligations of Borrower, all as set forth more fully in the Loan Agreement., certain of which Obligations are evidenced by certain Notes executed by Borrower in favor of Lender.”

2. Any references in the Mortgage to the Loan shall be deemed to mean and refer to the Loan as amended hereby. Borrower agrees that Lender shall have the right to record this Amendment in the Recorder’s Office to reflect the subject matter hereof.

3. As modified hereby, the Mortgage and the Assignment of Rents shall continue in full force and effect.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

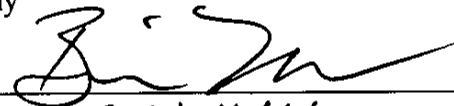
(the balance of this page is intentionally left blank)

# UNOFFICIAL COPY

This Amendment has been entered into as of the date first above written.

**MORTGAGOR:**

2265 CARLSON LLC, an Illinois limited liability company


By: 

Name: BRIAN MORAN

Its: MANAGING MEMBER

**LENDER:**

THE PRIVATEBANK AND TRUST COMPANY, an Illinois state bank

By: 

Its: MANAGING DIRECTOR

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

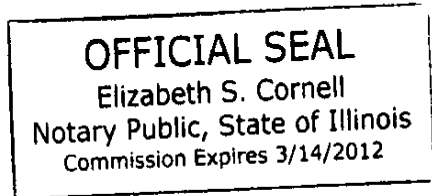
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brian Moran, the Managing Member of 2265 CARLSON LLC, an Illinois limited liability company ("Mortgagor"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Mortgagor, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9<sup>th</sup> day of September 2011.

Elizabeth S. Cornell

Notary Public

My Commission Expires: 3/14/2012



STATE OF ILLINOIS )  
 ) ss  
COUNTY OF Lake ~~COOK~~ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Matthew Gibbons, the MD of THE PRIVATEBANK AND TRUST COMPANY, is personally 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/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9<sup>th</sup> day of September, 2011.



K Petersen

Notary Public

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

Parcel 1:

Lot 2 in Moran Northbrook Resubdivision of part of Lot 6 and all of Lot 7 in Glenbrook Industrial Park Unit No. 2, being a subdivision of the East ½ of the Southwest ¼ of Section 15, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 1 in Lockwood Northbrook Resubdivision of Lot 8 in Glenbrook Industrial Park Unit No. 2, being a subdivision of the East ½ of the Southwest ¼ of Section 15, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 2265 Carlson Drive, Northbrook, Illinois

PINS: 04-15-301-019-0000; 04-15-301-020-0000