



Doc#: 1212342086 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/02/2012 11:30 AM Pg: 1 of 9

This Document Prepared by
and after Recording Return to:

Timothy M. Koltun
CLARK HILL PLC
500 Woodward Avenue
Suite 3500
Detroit, Michigan 48226

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888605902200

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

**THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING** (the "**Amendment**")
is made as of April 12, 2012, by and among **FJGCO, LLC**, an Illinois limited liability company
("**FJGCO**"), having its principal place of business at 17201 State Street, South Holland, Illinois
60473, and **FRANK J. GIORDANO** ("**Giordano**"), an individual residing at 7455 Pennington
Lane, Monee, Illinois 60449, as mortgagors (FJGCO and Giordano are collectively referred to
herein as the "**Mortgagor**"), and **COLE TAYLOR BANK**, an Illinois chartered bank, having an
address at 9550 West Higgins Road, Rosemont, Illinois 60018, as mortgagee ("**Lender**").

RECITALS:

A. To secure, among other things, the payment of that certain Promissory Note made
by FJGCO in favor of Lender dated as of February 22, 2012 in the principal amount of
\$4,100,000.00 (the "**Mortgage Note**") which evidences a loan (the "**Mortgage Loan**") made by
Lender to FJGCO, Mortgagor executed a Mortgage, Security Agreement, Assignment of Leases
and Rents and Fixture Filing dated February 22, 2012 that encumbers, among other things, the
land described in **Exhibit A** attached hereto and which was recorded on March 13, 2012 as
Document No. 1207312059 (the "**Mortgage**").

B. FJGCO has requested that Lender issue a letter of credit or letters of credit up to
an aggregate amount of \$500,000.00 for the account of FJGCO and which are required by a
governmental authority in connection with the construction of a new facility on certain land
located in Wilmington, Illinois by FJGCO.

C. Although Giordano is not and is not intended to be the owner of the new facility
to be constructed in Wilmington, Illinois, Giordano is the 100% owner of FJGCO and Giordano
will benefit from the issuance of such letters of credit.

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D. A condition precedent to the Lender issuing any such letters of credit is the execution and delivery of this Amendment by the parties hereto.

NOW, THEREFORE, in consideration of the foregoing covenants and premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 9.6 of the Mortgage is hereby amended and restated in its entirety to read as follows:

Section 9.6 Cross Default and Cross Collateral

(a) **Cross Default.** This Mortgage is given in connection with one (1) of three (3) loans which Lender has made and/or may make to FJGCO or Guarantor. In addition to the Loan referenced in Recital A.1, the following loans were and/or may also be made by Lender: (i) Equipment Line Loan evidenced by that certain Equipment Line Note made by Guarantor in favor of Lender dated as of February 22, 2012 in the amount of \$500,000.00 (the "**Equipment Line Note**"); and (ii) Line of Credit Loan evidenced by that certain Line of Credit Note made by Guarantor in favor of Lender dated as of February 22, 2012 in the amount of \$750,000.00 (the "**Line of Credit Note**"). In addition, this Mortgage is given in connection with a letter of credit or letters of credit up to the aggregate amount of \$500,000.00 that may be issued by Lender for the account of FJGCO pursuant to a Master Letter of Credit Agreement dated as of April 11, 2012 issued by FJGCO in favor of Lender (the "**L/C Agreement**"). The Loan, Equipment Line Loan, Line of Credit Loan and amounts paid by Lender pursuant to draws made on letters of credit issued pursuant to the L/C Agreement are referred to in this Section 9.6 individually as a "Loan" and collectively as the "Loans". The Note, Equipment Line Note, Line of Credit Note and L/C Agreement are referred to in this Section 9.6 individually as a "Note" and collectively as the "Notes". Upon (a) the occurrence of a Default under this Mortgage or an Event of Default under any of the Notes, that certain Loan and Security Agreement dated February 22, 2012 by and among FJGCO, Guarantor and Lender, as the same may be amended (the "**Loan Agreement**"), or any of the other documents or instruments relating to any of the Loans (collectively, the "**Loan Documents**"), then in any such event, the Lender may declare all of the principal, interest and other sums which may be outstanding under the Notes or any of the other Loan Documents (collectively, the "**Total Indebtedness**") to be immediately due and payable without further demand, and the Lender may exercise any and all rights and remedies provided in any of this Mortgage or any of the other Loan Documents, whether or not the Lender exercises its right to accelerate the Total Indebtedness.

(b) **Cross Collateral.** The Total Property, which shall be the Property and the "Collateral", as that term is defined in the Loan Agreement, shall secure to Lender the payment of the Total Indebtedness and the performance of the covenants and agreements set forth in this Mortgage and the other Loan Documents (collectively, the "**Total Obligations**"), all of which are secured to Lender by this Mortgage without apportionment or allocation of any part or portion of the Property and without apportionment or allocation of any part or portion of the Total Property. Notwithstanding

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anything to the contrary contained in this Mortgage, all references in this Mortgage to "Obligations" shall mean the Total Obligations.

(c) **Selection Of Remedies.** In addition to the rights and remedies provided to Lender elsewhere in this Mortgage, upon a Default as provided by this Mortgage or an Event of Default under any of the other Loan Documents, Lender shall be allowed to enforce the payment of the Total Indebtedness and performance of the Total Obligations, and to exercise all of the rights, remedies and powers provided under this Mortgage, the Loan Agreement or any of the other Loan Documents, or under any provision of law, in one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Lender in its sole and absolute discretion. Lender may enforce its rights against any one or more parcels of the Total Property in such order and manner as the Lender may elect in its sole and absolute discretion. The enforcement of this Mortgage or any of the other Loan Documents against any one or more parcels of the Total Property, whether by court action, or otherwise, shall not constitute an election of remedies, and shall not prejudice or in any way limit or preclude the enforcement of this Mortgage or any of the other Loan Documents, through one or more additional proceedings. No judgment obtained by Lender in any one or more enforcement proceedings shall merge the debt secured hereby into such judgment, and all of such debt which shall remain unpaid shall be a continuing obligation of the party or parties liable therefor, not merged into any such judgment. This Mortgage shall secure to Lender the repayment of the Total Indebtedness which Borrower or Guarantor may owe to Lender, including without limitation the amount of any judgment, together with any interest thereon, which may be rendered in connection with the enforcement of any of the Notes or any of the other Loan Documents. Borrower waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Mortgage or any of the other Loan Documents in any particular manner or order. Lender may bring any action or proceeding, including without limitation foreclosure through judicial proceedings, in state or federal courts, and such proceeding may relate to all or any part of the Total Property without regard to the fact that any one or more prior or contemporaneous proceedings have been commenced elsewhere with respect to the same or any other part of the Total Property.

(d) **Application Of Proceeds.** In the event of the enforcement or foreclosure of this Mortgage whether by way of judicial proceedings or non-judicial proceedings, the proceeds of such enforcement or foreclosure shall be applied to the repayment of the Total Indebtedness in such priority and proportions as Lender in its discretion shall deem proper.

(e) **Future Advances.** This Mortgage secures all future advances made by Lender pursuant to any of the Loan Documents, including but not limited to any and all future advances made pursuant to the Loan Agreement or this Mortgage or disbursements made by Lender under any letter of credit issued pursuant to the L/C Agreement.

2. Except as amended hereby, the Mortgage remains in full force and effect and is hereby ratified and affirmed.

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3. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon each of the parties hereto as fully and completely as if all had signed but one instrument.

[SIGNATURES INTENTIONALLY FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, this Mortgage has been executed under seal by Mortgagor as of the day and year first above written.

MORTGAGOR:

FJGCO, LLC, an Illinois limited liability company

By: Frank J. Giordano
Frank J. Giordano, Manager

Frank J. Giordano
Frank J. Giordano, individually

LENDER:

COLE TAYLOR BANK,
an Illinois chartered bank

By: Mahesh Patel

Its: SVP

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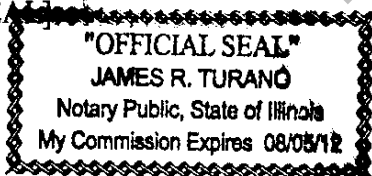
STATE OF IL)
)
COUNTY OF Will)

Before me the undersigned, a Notary Public in and for Will County, State of Illinois, personally appeared Frank J. Giordano, the Manager, of FJGCO, LLC, an Illinois limited liability company (the "LLC"), personally known to me to be the same person whose name is subscribed to the foregoing document as the Manager of the LLC, appeared before me on this date in person and acknowledged that he/she signed and delivered the said document as his/her own free and voluntary act and as the free and voluntary act of the LLC for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 12 day of April, 2012.

My commission expires: 8/05/12

[SEAL]



[Signature]
NOTARY PUBLIC

James Turano
Printed Name

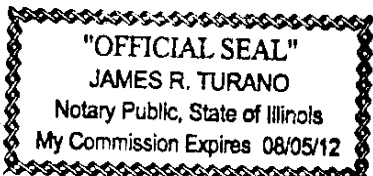
STATE OF IL)
)
COUNTY OF Will)

Before me the undersigned, a Notary Public in and for Will County, State of Illinois, personally appeared Frank J. Giordano, individually, personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me on this date in person and acknowledged that he signed and delivered the said document as his own free and voluntary act for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 12 day of April, 2012.

My commission expires: 8/05/12

[SEAL]



[Signature]
NOTARY PUBLIC

James Turano
Printed Name

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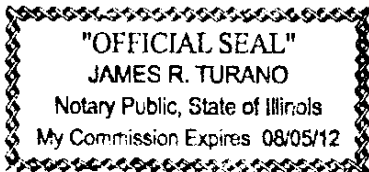
STATE OF IL)
)
COUNTY OF Will)

Before me the undersigned, a Notary Public in and for Will County, State of Illinois, personally appeared Mark Staunter, the SVP, of Cole Taylor Bank, an Illinois chartered bank (the "Bank"), personally known to me to be the same person whose name is subscribed to the foregoing document as the _____ of the Bank, appeared before me on this date in person and acknowledged that he/she signed and delivered the said document as his/her own free and voluntary act and as the free and voluntary act of the Bank for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 12 day of April, 2012.

My commission expires: 8/05/12

[SEAL]



[Signature]
NOTARY PUBLIC
James Turano
Printed Name

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EXHIBIT A – LEGAL DESCRIPTION OF LAND

PARCEL 1:

THAT PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF SAID SECTION 27, 50.00 FEET WEST, AS MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MOST WESTERLY TRACK OF THE MISSOURI PACIFIC RAILROAD COMPANY (FORMERLY CHICAGO AND EASTERN ILLINOIS RAILROAD COMPANY); THENCE SOUTH 00 DEGREES 41 MINUTES 10 SECONDS EAST ALONG A LINE 50 FEET WEST OF AND PARALLEL TO THE CENTER OF THE MOST WESTERLY TRACT OF SAID RAILROAD, A DISTANCE OF 402.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 41 MINUTES 10 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 1,376.92 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 173RD STREET AS RELOCATED; THENCE SOUTH 87 DEGREES 31 MINUTES 50 SECONDS WEST ON THE LAST DESCRIBED LINE A DISTANCE OF 374.96 FEET TO A POINT; THENCE NORTH 38 DEGREES 13 MINUTES 56 SECONDS WEST A DISTANCE OF 303.59 FEET TO A POINT, THENCE NORTH ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST, SAID CURVE HAVING A RADIUS OF 573.35 FEET, ARC LENGTH OF 59.53 FEET, A CHORD BEARING OF NORTH 03 DEGREES 31 MINUTES 33 SECONDS WEST AND A CHORD LENGTH OF 59.50 FEET TO A POINT OF TANGENT; THENCE NORTH 00 DEGREES 33 MINUTES 03 SECONDS WEST, A DISTANCE OF 542.48 FEET TO A POINT OF CURVE, THENCE NORTHWESTERLY ON THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 673.35 FEET, ARC LENGTH OF 460.44 FEET, A CHORD BEARING OF NORTH 20 DEGREES 08 MINUTES 25 SECONDS WEST AND HAVING A CHORD LENGTH OF 451.52 FEET TO A POINT OF TANGENT; THENCE NORTH 39 DEGREES 43 MINUTES 47 SECONDS WEST A DISTANCE OF 426.92 FEET TO A POINT OF CURVE; THENCE NORTH ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 573.45 FEET, ARC LENGTH OF 38.00 FEET, A CHORD BEARING OF NORTH 37 DEGREES 49 MINUTES 52 SECONDS WEST AND HAVING A CHORD LENGTH OF 37.99 FEET TO A POINT OF TANGENT; THENCE SOUTH 89 DEGREES 58 MINUTES 32 SECONDS EAST ON A LINE 402.06 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 27 A DISTANCE OF 1,122.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 27, 50.00 FEET WEST, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE MOST WESTERLY TRACK OF THE MISSOURI PACIFIC RAILROAD COMPANY, (FORMERLY CHICAGO AND EASTERN

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ILLINOIS RAILROAD COMPANY); THENCE SOUTH 00 DEGREES 41 MINUTES, 10 SECONDS EAST ALONG A LINE 50 FEET WEST OF AND PARALLEL TO THE CENTER LINE OF THE MOST WESTERLY TRACK OF SAID RAILROAD, A DISTANCE OF 402.06 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS WEST, ON A LINE 402.06 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 27, A DISTANCE OF 1122.08 FEET TO A POINT ON THE EASTERLY CURVED RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE NORTH ON THE LAST DESCRIBED LINE SAID LINE BEING A CURVED LINE, CONVEX TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 573.45 FEET, AN ARC DISTANCE OF 49.05 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 32 SECONDS EAST A DISTANCE OF 335.39 FEET TO A POINT; THENCE NORTH 52 DEGREES 49 MINUTES 44 SECONDS EAST, A DISTANCE OF 153.91 FEET TO A POINT; THENCE NORTH 46 DEGREES 58 MINUTES 42 SECONDS EAST, A DISTANCE OF 131.31 FEET TO A POINT; THENCE NORTH 20 DEGREES 52 MINUTES 41 SECONDS, EAST A DISTANCE OF 95.71 FEET TO A POINT; THENCE NORTH 00 DEGREES 01 MINUTES 28 SECONDS EAST, A DISTANCE OF 89.03 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 27; THENCE SOUTH 89 DEGREES 58 MINUTES 32 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 556.14 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE STONE AND OTHER MINERALS LYING BELOW A LEVEL WHICH IS 136 FEET BELOW THE SURFACE SAID PARCEL AND EASEMENTS AND OTHER RIGHTS TO REMOVE SAID STONE AND OTHER MINERALS) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 1 AND THE EAST 5.50 ACRES OF LOT 2 (EXCEPTING THEREFROM THE NORTH 1145.00 FEET OF LOT 1 AND THE NORTH 1145.00 FEET OF LOT 2) IN RYK VANDENBERG ESTATES DIVISION OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 36 NORTH RANGE 14 (EXCEPT THE RIGHT OF WAY OF THE C. AND E. I. RAILROAD), ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1894 AS DOCUMENT 2005583 IN BOOK 61 OF BOOK OF PLATS, PAGE 1, IN COOK COUNTY, ILLINOIS.

Commonly known as: 17201 State Street, South Holland, Illinois 60473

PINS:
 29-22-302-036-0000
 29-27-100-007-0000
 29-27-100-009-0000
 29-27-102-019-0000