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This document was prepared by,
and after recording, return to:

ARONBERG GOLDGEHN
330 North Wabash Ave. – Suite 1700
Chicago, Illinois 60611
Attention: Ned S. Robertson

Property Address:

5315 Dansher Road
Countryside, Illinois



Doc#: 1212444033 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/03/2012 11:36 AM Pg: 1 of 7

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(This space reserved for Recorder's Office)

MORTGAGE MODIFICATION AGREEMENT

This Agreement is entered into as of the 1st day of May, 2012, by and between **COUNTRYSIDE HOLDINGS, LLC**, an Illinois limited liability company (the "Mortgagor"), to and for the benefit of **COLE TAYLOR BANK**, an Illinois state bank (the "Bank").

RECITALS:

A. Bank, Sokol and Company, an Illinois corporation ("Borrower"), and Mortgagor, entered into that certain Loan Agreement dated May 23, 2008 ("Original Agreement"), as amended by a First Amendment to Loan Agreement dated June 18, 2008 ("First Amendment"), a Second Amendment to Loan Agreement dated November 2, 2009 ("Second Amendment"), a Third Amendment to Loan Agreement dated April 15, 2010 ("Third Amendment"), a Fourth Amendment to Loan Agreement dated as of March 15, 2011 ("Fourth Amendment") and a Fifth Amendment to Loan Agreement of even date herewith ("Fifth Amendment"), together with the Original Agreement, First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are sometimes hereafter called the "Loan Agreement") pursuant to which Bank extended to Borrower (i) a revolving line of credit facility in an amount not to exceed at any one time outstanding the principal sum of \$4,000,000.00 ("Revolving Loan"), (ii) an equipment term loan facility in the maximum amount of \$500,000.00 ("Equipment Loan") and (iii) a draw term equipment facility in the maximum amount of \$500,000.00 ("Draw Term Equipment Loan"), and extended to Mortgagor a mortgage loan in the original principal amount of \$2,738,738.85 with interest at the LIBOR rate plus 175 basis points and maturing May 31, 2013 ("Mortgage Loan"). Pursuant to the Second Amendment, Bank extended to Borrower a second draw term equipment facility in the maximum amount of \$500,000.00 ("Second Draw Term Equipment Loan"). Pursuant to the Third Amendment, Bank extended to Borrower an acquisition term facility loan ("Acquisition Term Loan") in the principal amount of \$300,000.00 and increased the Revolving Loan from \$4,000,000.00 to \$5,000,000.00 during the period from

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July 1 through November of each year ("Substituted Revolving Loan"). Pursuant to the Fourth Amendment, Bank amended, restated and consolidated the Equipment Loan, the Draw Term Equipment Loan, the Second Draw Term Equipment Loan, and the Acquisition Term Loan into a single credit facility, and increased the amount available to Borrower under such amended, restated and consolidated facility by \$400,000.00, so that the amount thereof was increased to \$1,305,526.05 ("Consolidated Loan") and extended to Borrower a third draw term equipment facility in the maximum amount of \$500,000.00 ("Third Draw Term Equipment Loan"). Pursuant to the Fifth Amendment, Bank extended to Borrower a fourth draw term equipment facility in the maximum amount of \$500,000.00 ("Fourth Draw Term Equipment Loan"), increased the Substituted Revolving Loan from \$5,000,000.00 to \$5,500,000.00 during the period from July 1 through November of each year ("First Substituted Revolving Loan") and extended a mortgage loan to Mortgagor's affiliate, 5301 Dansher, LLC, a Delaware limited liability company ("Dansher"), in the original principal amount of \$604,000.00 ("Dansher Mortgage Loan"). The Mortgage Loan, the First Substituted Revolving Loan, the Consolidated Loan, the Third Draw Term Equipment Loan, the Fourth Draw Term Equipment Loan and the Dansher Mortgage Loan are hereafter sometimes called the "Loans".

B. In connection with the Loans, Borrower has previously executed and delivered to Bank various documents and agreements, including, without limitation, (i) that certain First Substitute Revolving Note of even date herewith in the original maximum principal amount of \$5,500,000.00 ("First Substitute Revolving Note"), which amended, restated and replaced that certain Substitute Revolving Note dated April 15, 2010, in the original maximum principal amount of \$5,000,000.00, (ii) that certain Amended, Restated and Consolidated Term Note dated March 15, 2011 ("Consolidated Note"), which amended, restated and replaced that certain Equipment Term Note dated May 23, 2008 in the original principal amount of \$500,000.00, that certain Draw Term Equipment Note dated May 23, 2008 in the original principal amount of \$500,000.00, that certain Second Draw Term Equipment Note dated November 2, 2009 in the original principal amount of \$500,000.00, and that certain Acquisition Term Note dated April 15, 2010 in the original principal amount of \$300,000.00, (iii) that certain Third Draw Term Equipment Note dated March 15, 2011 in the original principal amount of \$500,000.00 ("Third Draw Term Note"), and (iv) that certain Fourth Draw Term Equipment Note of even date herewith in the original principal amount of \$500,000.00 ("Fourth Draw Term Note"). In addition, Mortgagor has previously executed and delivered to Bank various documents and agreements, including, without limitation, that certain Promissory Note in the original principal amount of \$2,738,738.85 ("Mortgage Note") bearing interest at LIBOR plus 175 basis points and with a maturity date of May 31, 2013, which is secured by that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of May 23, 2008 and recorded with the Cook County Recorder as Document No. 0815542163 ("Mortgage"), and Dansher has executed and delivered to Bank various documents and agreements, including, without limitation, that certain Mortgage Note in the original principal amount of \$604,000.00 ("Dansher Mortgage Note"). The First Substitute Revolving Note, the Consolidated Note, the Third Draw Term Note, the Fourth Draw Term Note, the Mortgage Note and the Dansher Mortgage Note, are hereafter called the "Notes".

C. The Notes are secured by, among other things, that certain Security Agreement between Borrower and Bank dated May 23, 2008, as amended from time to time ("Security

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Agreement”) and that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing from Dansher in favor of Bank of even date herewith.

D. In consideration of making the Dansher Mortgage Loan, Bank has required that the Mortgage be amended to serve as collateral for all of the Notes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Bank hereby agree as follows:

1. The Recitals set forth above are hereby incorporated herein and made a part hereof.
2. Except as otherwise expressly indicated herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Mortgage and the other documents referred to therein.
3. The Mortgage is amended so that it secures the Notes.
4. Section 16 of the Mortgage is deleted in its entirety and is replaced by the following:

“16 Events of Default; Acceleration.

Each of the following shall constitute an “Event of Default” for purposes of this Mortgage:

(a) The Mortgagor, Borrower or Dansher fails to pay (i) any installment of principal or interest payable pursuant to the terms of the Notes, or (ii) any other amount payable to Bank under the Notes, this Mortgage or any of the other Loan Documents within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof;

(b) The Mortgagor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by the Mortgagor, Borrower or Dansher under the Notes, this Mortgage or any of the other Loan Documents, provided, however, that if such failure by its nature can be cured, then so long as the continued operation and safety of the Premises, and the priority, validity and enforceability of the liens created by the Mortgage or any of the other Loan Documents and the value of the Premises are not impaired, threatened or jeopardized, then the Mortgagor shall have a period (the “Cure Period”) of thirty (30) days after the Mortgagor obtains actual knowledge of such failure or receives written notice of such failure to cure the same and an Event of Default shall not be deemed to exist during the Cure Period, provided further that if the Mortgagor commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for

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thirty (30) additional days, but in no event shall the Cure Period be longer than sixty (60) days in the aggregate;

(c) The existence of any inaccuracy or untruth in any material respect in any certification, representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to the Bank by the Mortgagor;

(d) The Mortgagor, Borrower or Dansher files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of the Mortgagor, Borrower or Dansher or of all or any substantial part of the property of the Mortgagor, Borrower or Dansher, the Premises or all or a substantial part of the assets of the Mortgagor or Borrower are attached, seized, subjected to a writ or distress warrant or are levied upon unless the same is released or vacated within thirty (30) days;

(e) the commencement of any involuntary petition in bankruptcy against the Mortgagor, Borrower or Dansher, or the institution against the Mortgagor, Borrower or Dansher of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of the Mortgagor, Borrower or Dansher which shall remain undismissed or undischarged for a period of sixty (60) days;

(f) the dissolution, termination or merger of the Mortgagor, Borrower or Dansher;

(g) the occurrence of a Prohibited Transfer;

(h) the occurrence of an Event of Default under the Notes, the Loan Agreement or any of the other Loan Documents; or

(i) the occurrence of any default or event of default, after the expiration of any applicable periods of notice or cure, under any document or agreement evidencing or securing any other obligation or indebtedness of the Mortgagor, Borrower or Dansher to the Bank.

If an Event of Default occurs, the Bank may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to the Mortgagor, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate.”

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5. Borrower hereby agrees to pay all expenses, charges, costs and fees relating to this Modification Agreement, including Bank's reasonable attorneys' fees in connection with the negotiation and documentation of the agreements contained in this Agreement, all recording fees and charges, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this Agreement (collectively, the "Additional Loan Expenses"). In the event the Additional Loan Expenses are not paid to Bank within ten (10) days after written demand therefor by Bank, the Additional Loan Expenses shall bear interest from the date so incurred until paid at the Default Rate, or may be paid by Bank at any time following said ten (10) day written demand by disbursement of proceeds of the Loan.

6. All references in the Notes, Mortgages, Loan Agreement or other Loan Documents to any of the other Loan Documents shall mean such document as amended hereby.

7. The Mortgagor represents and warrants to Bank that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon the execution and delivery hereof, this Agreement will be valid, binding and enforceable upon the Mortgagor in accordance with its terms. Execution and delivery of this Agreement does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Mortgagor is a party or is bound or which is binding upon or applicable to the project, or any portion thereof.

8. Mortgagor represents and warrants to Bank that no Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time or both, under any of the Loan Documents.

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, this Agreement has been entered into as of the date first above written.

COUNTRYSIDE HOLDINGS, LLC, an Illinois limited liability company

By: [Signature]
Name: John S. Novak, Jr.
Title: Manager

COLE TAYLOR BANK

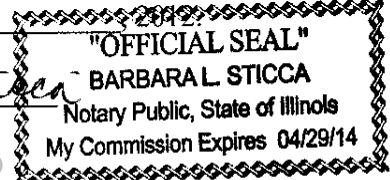
By: [Signature]
Name: Chris Foltman
Title: SVP

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, does hereby certify that John S. Novak, Jr., the Manager of COUNTRYSIDE HOLDINGS, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of May, 2012.

Barbara L. Sticca
Notary Public

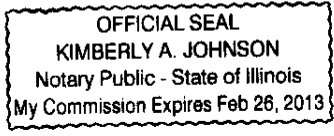


STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Chris Foltman personally known to be to be the same person whose name is subscribed to the foregoing instrument as such SVP of COLE TAYLOR BANK ("Bank"), appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument 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.

Given under my hand and notarial seal this 1 day of May, 2012.

Kimberly A. Johnson
Notary Public



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EXHIBIT A

Legal Description

LOT "C" IN THE RESUBDIVISION OF LOT 4 IN TRACT 2 OF DANSHER INDUSTRIAL PARK, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. Numbers: 18-09-416-049-0000 and
18-09-416-050-0000