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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/07/2012 01:33 PM Pg: 1 of 9

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Anita B. Mauro, Esq.
Thompson Coburn LLP
55 E. Monroe Street, 37th Floor
Chicago, Illinois 60603

Permanent Tax Index Number:

- 19-20-214-034
- 19-20-214-035
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- 19-20-214-037
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- 19-20-217-053
- 19-20-217-014
- 19-20-217-015
- 19-20-217-049
- 19-20-217-003
- 19-20-217-004

Property Address:

5757 West 65th Street
Bedford Park, Illinois 60638

FIRST AMENDMENT TO MORTGAGE DOCUMENTS

THIS FIRST AMENDMENT TO MORTGAGE DOCUMENTS (this "Amendment") is made as of May 28, 2012, by and between Wozniak Industries, Inc., an Illinois corporation ("Mortgagor"), to and for the benefit of **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered bank, its successors and assigns ("Lender").

RECITALS:

A. Mortgagor executed and delivered that certain Mortgage and Security Agreement dated as of March 31, 2008 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 9, 2008, as Document No. 0810009067 (the "Mortgage") to and for the benefit of Lender, and that certain Assignment of Rents and Lessor's Interest in Leases dated as of March 31, 2008, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 9, 2008, as Document No. 0810009068 (the "Assignment of Rents"), creating a first mortgage lien on certain improved real estate located at 5757 West 65th Street, Bedford Park, Illinois 60638, and legally described in **Exhibit "A"** attached hereto.

B. The Mortgage was given by Mortgagor to secure the performance of all of the obligations of Mortgagor and Trinity Machined Products, Inc., an Illinois corporation (each an "Obligor" and collectively, the "Obligors"), to Lender pursuant to (i) that certain Loan and Security Agreement dated as of March 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Pursuant to the Loan Agreement, Lender agreed to provide a Revolving Loan in the maximum aggregate principal amount

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not to exceed \$16,000,000 (the "Revolving Loan"), and a Term Loan in the principal amount of \$7,000,000 (the "Term Loan").

C. The Obligors and Lender desire to amend the Loan Agreement as evidenced by that certain Sixth Amendment to Loan and Security Agreement of even date herewith (the "Sixth Amendment").

D. It is a condition precedent to Lender's execution of the Sixth Amendment that Mortgagor shall have executed and delivered this Amendment.

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

1. **Recitals**. That the recitals set forth above are true and accurate and are by this reference incorporated herein and made a part of this Amendment.

2. **Definitions**. Capitalized terms used in this Amendment and not otherwise defined herein are used with the meanings given such terms in the Mortgage.

3. **Amendments to Mortgage**. The Mortgage is amended as follows:

(a) Prior to the Sixth Amendment, the Revolving Loan was revised to be in a maximum aggregate principal amount not to exceed \$15,000,000. As of the date of this Sixth Amendment, the Term Loan has a principal balance of [\$2,333,333]. All references to the "Loans" set forth in the Mortgage shall now mean the Revolving Loan and Term Loan (collectively, the "Loans") as defined in this Amendment.

(b) By adding the following new Section 2.4 immediately after Section 2.3 of the Mortgage:

"2.4 **Maturity Dates**. For purposes of this Mortgage, the "Maturity Date" shall be deemed to mean (a) May 27, 2013, with respect to the Revolving Loan, and (b) December 31, 2013, with respect to the Term Loan; provided, that, to the extent that the maturity date of any Loan is extended, amended or modified from time to time under the Loan Agreement, the Maturity Date hereunder shall also be so extended, amended or modified, but in no circumstances will this Mortgage secure Liabilities advanced under the Loan Agreement after the date 25 years from the Maturity Date set forth above unless this Mortgage is modified to reflect a new maturity date."

(c) By adding the following new Section 2.5 immediately after Section 2.4 of the Mortgage:

"2.5 **Interest Rates**. Each of the Loans bears interest at a variable rate of interest based upon the Prime Rate and the LIBOR Rate (as each are defined in the Loan Agreement) plus the "Applicable Margin" (as defined in the Loan Agreement), as more specifically set forth in the Loan Agreement which is incorporated herein by reference. Under no circumstances shall interest on the Loans that is secured by the Mortgage be in excess of 25.0% per annum."

4. **Amendments to Assignment of Rents**. The Assignment of Rents is amended as follows:

(a) Prior to the Sixth Amendment, the Revolving Loan was revised to be in a maximum aggregate principal amount not to exceed \$15,000,000. As of the date of this Sixth Amendment, the Term Loan has a principal balance of [\$2,333,333]. All references to the "Loans" set forth in the Assignment of Rents shall now mean the Revolving Loan and Term Loan (collectively, the "Loans") as defined in this Amendment.

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(b) By adding the following new Section II(C) immediately after Section II(B) of the Assignment of Rents:

“C. Maturity Dates. For purposes of this Assignment of Rents, the “Maturity Date” shall be deemed to mean (a) May 27, 2013, with respect to the Revolving Loan, and (b) December 31, 2013, with respect to the Term Loan; provided, that, to the extent that the maturity date of any Loan is extended, amended or modified from time to time under the Loan Agreement, the Maturity Date hereunder shall also be so extended, amended or modified, but in no circumstances will this Mortgage secure Liabilities advanced under the Loan Agreement after the date 25 years from the Maturity Date set forth above unless this Mortgage is modified to reflect a new maturity date.”

(c) By adding the following new Section II(D) immediately after Section II(C) of the Assignment of Rents:

“D. Interest Rates. Each of the Loans bears interest at a variable rate of interest based upon the Prime Rate and the LIBOR Rate (as each are defined in the Loan Agreement) plus the “Applicable Margin” (as defined in the Loan Agreement), as more specifically set forth in the Loan Agreement which is incorporated herein by reference. Under no circumstances shall interest on the Loans that is secured by the Assignment of Rents be in excess of 25.0% per annum.”

5. Reaffirmation. Mortgagor hereby reaffirms that it has granted, sold, conveyed, mortgaged and assigned the Mortgaged Property unto Lender, and agrees that it shall continue to be bound by all of the terms, conditions, duties, obligations, undertakings, indemnities, covenants, representations and warranties contained in the Mortgage and the Assignment of Rents, each as amended by this Amendment.

6. Representation, Warranties and Covenants. To induce Lender to enter into this Amendment, Mortgagor hereby represents, warrants and covenants to Lender that:

(a) The representations and warranties made by Mortgagor in the Mortgage and the Assignment of Rents are true and correct in all material respects on and as of the date hereof, before and after giving effect to the effectiveness of this Amendment, as if made on and as of the date hereof, other than those that relate to an earlier or specific date.

(b) Mortgagor has the corporate power and authority, and the legal right, to make and deliver this Amendment and to perform all of its obligations under the Mortgage and the Assignment of Rents, as amended by this Amendment, and has taken all necessary corporate action to authorize the execution and delivery of this Amendment and the performance of the Mortgage and the Assignment of Rents, as so amended.

(c) When executed and delivered, this Amendment and the Mortgage and the Assignment of Rents, as amended by this Amendment, will constitute legal, valid and binding obligations of Mortgagor, enforceable against it, in accordance with its terms, except as affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

7. Miscellaneous.

(a) This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and the same document.

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

(c) Section captions and headings used in this Amendment are for convenience only and are not part of and shall not affect the construction of this Amendment.

(d) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(e) From and after the date of execution of this Amendment, any reference to the Mortgage and/or the Assignment of Rents contained in any notice, request, certificate or other instrument, document or agreement executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require.

(f) Except as expressly set forth herein, nothing in this Amendment is intended to or shall be deemed to have amended the Mortgage and the Assignment of Rents, which are hereby reaffirmed in all respects. Notwithstanding anything contained herein, the terms of this Amendment are not intended to and do not serve to effect a novation of the Mortgage or the Assignment of Rents.

[remainder of page intentionally left blank; signature page follows]

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

WOZNIAK INDUSTRIES, INC.,
an Illinois corporation

By: Edward F. Wozniak
Name: EDWARD F WOZNIAK
Title: CEO

Acknowledged and agreed
as of the date first set forth above.

THE PRIVATE BANK AND TRUST COMPANY,
an Illinois state chartered bank

By: Chris O'Hara
Name: Chris O'Hara
Title: Managing Director

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STATE OF ILLINOIS)
) S.S.
COUNTY OF _____)

I, Jennifer L. Harris, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ~~Edward Wozniak~~ who is personally known to me to be the CEO of **WOZNAK INDUSTRIES, INC.**, an Illinois corporation, and the same person whose name is subscribed to the foregoing First Amendment to Mortgage Documents, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of May, 2012.

Jennifer L. Harris
Notary Public

My commission expires:

10/12/14



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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, Lucia M. Rasco, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CHRIS O'HARA who is personally known to me to be the MANAGING DIRECTOR of **THE PRIVATE BANK AND TRUST COMPANY**, an Illinois state chartered bank, and the same person whose name is subscribed to the foregoing First Amendment to Mortgage Documents, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

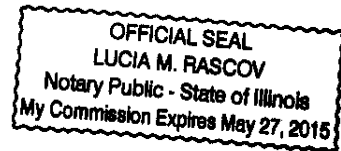
GIVEN under my hand and Notarial Seal this 31 day of May, 2012.

Lucia M. Rasco

Notary Public

My commission expires:

May 27, 2015



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EXHIBIT "A" TO FIRST AMENDMENT TO MORTGAGE DOCUMENTS LEGAL DESCRIPTION

PARCEL 9:

Lots 34, 35, 36, 37 and 38 in Block 4 in Second Addition to Clearing, a subdivision of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 10:

The West 150 feet of Lot "E" in First Industrial Subdivision, Clearing, Illinois, a subdivision of the East 1277 feet of the South 1/2 of the Northeast 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 11:

Lot 12 (Except that part lying Southwest of a curved line convex Southwest with a radius of 227 feet being tangent to the West line of said Lot 12, 157 feet North of the Southwest corner thereof and running thence Southeasterly to an intersection with the South line thereof) in the First Industrial Subdivision, Clearing, Illinois, being a subdivision of the East 1277 feet of the South 1/2 of the Northeast 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 12:

That part of Lot 12 in the First Industrial Subdivision, Clearing, Illinois, being a subdivision of the East 1277 feet of the South 1/2 of the Northeast 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of Lot 12, aforesaid; thence North on the West line thereof 157 feet, to a point of tangent of a curve convex Southwest, having a radius of 227 feet; thence Southeasterly along said curve an arc distance of 173.51 feet, to its intersection with South line of said Lot 12; thence West on the South line of Lot 12, 63.14 feet, to point of beginning, in Cook County, Illinois.

PARCEL 13:

That part of Lots 14 and 15 and Lot "F" in First Industrial Subdivision, Clearing, Illinois, a subdivision of the East 1277 feet of the South 1/2 of the Northeast 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of Lot "F" aforesaid; thence East long the North line of Lot 15 aforesaid, a distance of 150.0 feet to the Southeast corner of Lot 12 in First Industrial Subdivision aforesaid; thence South along the Southerly extension of the East line of said Lot 12, a distance of 24.58 feet to a line that is 9.0 feet Northwesterly of the center line of a railroad track; thence Southwesterly along said line a distance of 9.65 feet to its intersection of the South line of the North 30.0 feet of Lot 15 aforesaid; thence West along said South line a distance of 229.90 feet to a curved line that is 9.0 feet Southeasterly of and concentric with a railroad track; thence Northeasterly along said curved line, convex Southeasterly, having a radius of 261.0 feet, for an arc distance of 202.07 feet to the East line of Lot "F" aforesaid; thence South along said East line for a distance of 146.50 feet to the point of beginning, in Cook County, Illinois.

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PARCEL 14:

Lot 13 (Except that part of the South 200 feet thereof lying Westerly of the East 32 feet of said South 200 feet) and that part of Lot 14 lying Northeast of a curved line convex Northeast with a radius of 232 feet, running from a point in North line of said Lot 14, 85 feet West of the Northeast corner thereof to a point in the East line thereof 120 feet South of the Northeast corner thereof, in the First Industrial Subdivision, Clearing, Illinois, being a subdivision of the East 1277 feet of the South 1/2 of the Northeast 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 15:

The South 200 feet of Lot 13 (Except the East 32 feet thereof) in First Industrial Subdivision, Clearing, Illinois, being a subdivision of the East 1277 feet of the South 1/2 of the North East 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

NOTE: PARCELS 5 AND 6 BOTH INTENTIONALLY OMITTED.

PARCEL 16:

Easement for ingress and egress for the benefit of parcels 10, 11, 12, and 13 over the West 350 feet of Lot "E" in the First Industrial Subdivision, Clearing, Illinois, being a subdivision of the East twelve hundred seventy-seven feet of the South half (S1/2) of the North East quarter (NE 1/4) of Section 20, Township thirty eight (38) North, range thirteen (13) East of the Third Principal Meridian, Cook County, Illinois, as created by deed recorded as Document 5362183, except that part falling in Parcel 10.

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COMMON ADDRESS: 5757 West 65th Street
 Bedford Park, Illinois 60638