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1219304056

Doc#: 1219304056 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/11/2012 09:18 AM Pg: 1 of 7

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

Permanent Real Estate Tax No.:
See Exhibits A

Property Address:
See Exhibits A

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SECOND AMENDMENT TO MORTGAGE

THIS SECOND AMENDMENT TO MORTGAGE (this "Amendment") is made as of the 28th day of June, 2012, by and between BRIAN K. MORAN, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED SEPTEMBER 18, 1984 ("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") and Lender, Mortgagor made and delivered to Lender that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December 11, 2008 from Mortgagor and executed by Owen A. Moran as to an undivided 1/2 and by Jean B. Moran, as to an undivided 1/2, 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. 0834733051 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A** attached hereto ("Property").

The Mortgage was 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

BOX 333-CT

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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 (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, Mortgagor, Brian K. Moran ("B. Moran") individually, Owen A. Moran ("O. Moran"), individually (each a "Guarantor" and collectively, the "Guarantor") 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 "Amended Revolving Note") which Amended Revolving Note amended and restated the Original Revolving Note in its entirety.

Borrower, Mortgagor, Guarantors, 2265 Carlson LLC, an Illinois limited liability company ("Carlson"), Buggy Ventures LLC, an Illinois limited liability company ("Bugsy"), Jean Moran ("J. Moran"), and Jean B. Moran as Trustee of the Jean E. Moran Revocable Trust dated April 29, 2008 ("Trustee 2") and Lender previously entered into that certain Second Modification of Loan Documents dated September 9, 2011 ("Second Modification") pursuant to which the Loan Documents were amended in order 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 delivered to Lender (a) that certain Additional Term Note dated as of September 9, 2011 (the "Additional Term Note") in the amount of One Million and 00/100 Dollars (\$1,000,000.00), and (b) that certain Second Amended and Restated Revolving Note dated as of September 9, 2011 (the "Second Amended Revolving Note") in the amount of Eighteen Million and 00/100 Dollars (\$18,000,000.00), which Second Amended Revolving Note amended and restated the Amended Revolving Note in its entirety, all as more fully set forth therein.

Borrower, Mortgagor, Guarantors, J. Moran, Buggy, Carlson, Trustee 2 and Lender are now entering into that certain Third Modification of Loan Documents dated as of the effective date hereof (the "Third Modification"), pursuant to which Lender has agreed to modify the Loan Agreement, the Second Amended Revolving Note, the Term Note, the Additional Term Note and the other Loan Documents to, among other things, (i) extend the Revolving Loan Maturity Date,

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(ii) amend certain financial covenants, and (iii) advance additional funds to Borrower in the form of an Additional Line of Credit Loan as evidenced by an Additional Line of Credit Note. Pursuant to the Third Modification, Borrower is delivering to Lender that certain Additional Line of Credit Note dated as of the date hereof (the "Additional Line of Credit Note" and, together with the Second Amended Revolving Note, the Term Note and the Additional Term Note, the "Notes") in the amount of Four Million and 00/100 Dollars (\$4,000,000.00).

Borrower, Mortgagor and Lender desire to further amend the Mortgage to reflect the extended Maturity Date and to provide that the Mortgage shall secure the Loan, as amended by the Third Modification and as evidenced by the Notes including, without limitation, the Additional Line of Credit Note.

Accordingly, Borrower, Mortgagor and Lender hereby amend the Mortgage, 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 June 21, 2013 (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), an Additional Line of Credit Loan disbursed to Borrower in an amount not to exceed \$4,000,000.00 outstanding at any one time maturing on October 30, 2012, 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. The Notes bears interest at a variable rate of interest based upon the LIBOR Rate and Prime Rate (as defined in the Loan Agreement), plus an applicable margin, as described in the Loan Agreement, which is incorporated herein by reference; provided, however, under no circumstances shall the interest rate in the Notes be in excess of 20.0% or the maximum rate permitted by applicable law.

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3. The maturity dates of the Notes differ but, solely for purposes of this Mortgage, the "Maturity Date" shall be deemed to mean September 9, 2014; provided, however, 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 Obligations advanced under the Loan Agreement after the date that is 25 years from the Maturity Date set forth above unless this Mortgage is modified to reflect a new Maturity Date.

4. 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.

5. As modified hereby, the Mortgage shall continue in full force and effect.

6. 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.

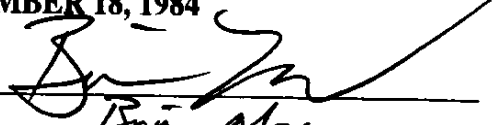
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This Second Amendment to Mortgage has been entered into as of the date first above written.

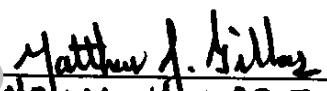
MORTGAGOR:

**BRIAN K. MORAN, AS TRUSTEE UNDER
THE TRUST AGREEMENT DATED
SEPTEMBER 18, 1984**

By: 
Name: Brian Moran
Title: Trustee

LENDER:

**THE PRIVATEBANK AND TRUST
COMPANY, an Illinois state bank**

By: 
Its: MANAGING DIRECTOR

Property of Cook County Clerk's Office

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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 Trustee of BRIAN K. MORAN, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED SEPTEMBER 18, 1984 ("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 28th day of June, 2012.

E. E. Larnell

Notary Public

My Commission Expires: 3/14/2016



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 Matthew Gibbens, 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 28th day of June, 2012.



K. L. Petersen

Notary Public

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EXHIBIT A

Legal Description

Lot 1 in Nergard's Subdivision of the West $\frac{1}{2}$ of Section 29, Township 42 North, Range 13, East of the Third Principal Meridian, and that part of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 42 North, Range 13, East of the Third Principal Meridian, lying South of the North 865.7 feet and North of the North line of said Lot 1, excepting however from all of said land that part lying East of a line 830 feet West of and parallel to the East line of the Northwest $\frac{1}{4}$ of Section 29; and also excepting that part of Lot 1 in Nergard's Subdivision of and the aforesaid described 24 foot strip lying Northwesterly of the following described curved line; Beginning at a point in the South line of the North 865.7 feet, 252.8 feet East of the West line of said East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, running thence Southwesterly in a curved line of 174.21 foot radius convex Southeasterly, 113.92 feet measured along the chord, to a point of compound curve; thence Southwesterly in a curved line of 955 foot radius, convex Southeasterly, tangent to the last described curved line at the point of compound curve, 243.95 feet measured along the chord, to a point in the West line of said Lot 1 of Nergard's Subdivision, said point being 219.85 feet South of the Northwest corner of said Lot 1, all in Cook County, Illinois.

Property Address: 15 Woodley Road, Winnetka, Illinois

PIN: 05-29-101-015-0000