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Doc#: 1231416056 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/09/2012 12:20 PM Pg: 1 of 10

**THIS DOCUMENT PREPARED
BY AND WHEN RECORDED
MAIL TO:**

Mary Ann Murray, Esq.
Burke Burns & Pinelli, Ltd.
70 West Madison
Suite 4300
Chicago, Illinois 60602

Property Address: 7220 West Agatite, Norridge, IL
P.I.N.: 12-13-222-014-0000

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (this "Modification of Mortgage") is effective as of October 5, 2012 and executed as of the 5th day of October, 2012 by CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to LaSalle Bank National Association, Bank One- Evanston and First National Bank and Trust Company of Evanston under Trust #R-2210 dated June 2, 1978 (the "Land Trust") and 7220 W AGATITE LLC, the sole beneficiary of the Land Trust (the "Beneficiary" and together with the Land Trust, the "Mortgagor") in favor of MB FINANCIAL BANK, N.A., a national banking association with an office at 6111 North River Road, Rosemont, Illinois 60018 (herein, together with its successors and assigns, hereinafter defined as the "Lender").

1. This Modification of Mortgage is also a Security Agreement and financing statement under the Uniform Commercial Code of the State of Illinois and in compliance therewith the following information is set forth:

Debtor:	Chicago Title Land Trust Company, as Trustee under Trust #R-2210 dated June 2, 1978, and 7220 W Agatite LLC, the sole beneficiary 7220 W. Agatite, Norridge, Illinois 60706 Attention: Dennis Burgess
Secured Party:	MB Financial Bank, N.A. 6111 North River Road Rosemont, Illinois 60018 Attention: Commercial Loan Department
Revolving Note:	
Principal Amount:	\$3,500,000
Interest Rate:	Base Interest Rate (as defined in the Eleventh Amended and Restated Revolving Loan Note)
Maturity Date:	October 5, 2013, unless earlier terminated or as modified and extended.

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2010 Note:

Principal Amount: \$1,400,000

Interest Rate: Base Interest Rate (as defined herein as that certain Note Secured by Mortgage)

Maturity Date: October 5, 2015, unless earlier terminated or as modified and extended.

2. The property covered by this Security Agreement and financing statement is described in the Granting Clauses hereof.

3. Some or all of the fixtures, equipment and other property described herein is or may become fixtures.

4. The Debtor is the record owner of the real estate described in Exhibit A attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Mortgagor is owner and holder of fee simple title in and to all of certain property legally described in Exhibit A attached hereto and made a part herein, and commonly known as 7220 West Agatite, Norridge, Illinois, (0706); and

WHEREAS, by Mortgage dated December 27, 2005 (the "Original Mortgage") and recorded on December 29, 2005 as Document Number 0536305205 in the Cook County Recorder of Deeds Office, the Lender acquired a security interest in the Premises (as defined in the Original Mortgage) from the Mortgagor; and

WHEREAS, by Modification of Mortgage dated October 27, 2010 (the "First Modification") and recorded on December 20, 2010 as Document Number 1035418048 in the Cook County Recorder of Deeds Office, the Lender maintained the security interest in the Premises from the Mortgagor; and

WHEREAS, the Humboldt Mfg., Co. ("Humboldt"), the tenant on the Premises entered into, (i) that certain Loan and Security Agreement dated as of August 18, 2005, as amended from time to time, and (ii) those certain Modification Documents (as defined in that certain Modification of Loan Documents between the Humboldt and Humboldt Scientific Inc., a North Carolina corporation ("Scientific"), and the Lender, as the same is amended from time to time (collectively, with all documents executed related thereto referred to, individually referred to as a "Loan Document" or collectively as the "Loan Documents"); and

WHEREAS, as security for the obligations of Humboldt and Scientific set forth above, Dennis Burgess guaranteed payment and performance of Humboldt by that certain guaranty executed by the Dennis Burgess in favor of the Lender; and

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WHEREAS, as a condition precedent to the extension of such further financial accommodation, the Lender requires the execution and delivery of certain documents and instruments by the Mortgagor, Humboldt, Scientific, and/or the Beneficiary including, but not limited to the Note (as hereinafter defined), to secure any sums due and payable to the Lender as set forth in the Note or the other Loan Documents; and

WHEREAS, the Lender requires that the Mortgagor execute and deliver this Modification of Mortgage to secure the payment and performance of all Mortgagor's Indebtedness and any and all duties and obligations set forth in the Loan Documents and all indebtedness of the Mortgagor under or pursuant to any other documents heretofore, now or hereafter executed by or on behalf of the Mortgagor; and

WHEREAS, all of the Loan Documents, including each of their respective provisions, are incorporated herein by this reference and made a part hereof as though fully set forth in this Mortgage; and

WHEREAS, Lender is desirous of securing the prompt payment of the Note, together with interest and any premium thereon, in accordance with the terms of the Note, and any additional indebtedness accruing to Lender on account of any future payments, advances or expenditures made by Lender pursuant to, or any other obligation of the Mortgagor arising under, the Loan Agreement;

WHEREAS, the Lender requires that the Mortgagor execute and deliver this Modification of Mortgage to secure the payment and performance of all of the Indebtedness and any and all duties and obligations set forth in that Loan Agreement and all indebtedness of the Mortgagor under or pursuant to any other documents heretofore, now or hereafter executed by or on behalf of the Mortgagor; and

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage executed by the Mortgagor as herein set forth.

NOW, THEREFORE, to secure the payment of the Indebtedness, and to secure the payment of all other sums which may at any time be due and owing or required to be paid as provided herein or in the Loan Documents, and the performance and observance of all of the covenants, agreements and provisions herein and in the Loan Agreement, and in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, all of which is secured by this Modification of Mortgage, the parties hereto do hereby mutually agree to modify the Mortgage as follows:

Modification of Mortgage

1. Recital A is hereby modified by amending and restating Recital A as follows:

A. (i) Pursuant to the terms and conditions contained in that certain Loan and Security Agreement dated as of August 18, 2005, executed by and between Humboldt Mfg. Co., an Illinois corporation ("Humboldt") which is the tenant of the Mortgagor (the "Borrower") and the Lender, as amended from time to time, including that certain Eleventh

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Amendment to Loan and Security Agreement (the "Revolving Loan Agreement"), the Lender has agreed to loan to Borrower the principal amount of Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) (the "Revolving Loan "). The Loan is evidenced by the certain Promissory Note dated as of August 18, 2005, as amended, restated or replaced from time to time, including that certain Eleventh Amended and Restated Revolving Loan Note, the "Revolving Note"), executed by Borrower and made payable to the order of the Lender in the original principal amount of the Loan and due on October 5, 2013, as such date is extended from time to time (the "Revolving Maturity Date"), except as may be accelerated pursuant to the terms hereof, of the Revolving Note, the Revolving Loan Agreement or of any other document or instruments now or hereafter given to evidence or secure the payment of the Revolving Note or delivered to induce the Lender to disburse the proceeds of the Revolving Loan, the Revolving Note and the Revolving Loan Agreement, together with such other documents, as amended, restated or replaced from time to time (being collectively referred to herein as the "Revolving Loan Documents").

(ii) The Lender also agreed to loan to the Borrower and Scientific the principal amount of One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00) (the "2010 Loan," and collectively with the Revolving Loan, the "Loan"). The 2010 Loan is evidenced by the certain Promissory Note dated as of November 29, 2007, as amended, restated and replaced by that certain Note Secured By Mortgage dated as of August 5, 2010 (the "2010 Note" and as such 2010 Note may be further amended, restated and replaced, collectively with the Revolving Note the "Note"), executed by Borrower and Scientific and made payable to the order of the Lender in the original principal amount of the 2010 Loan and due on October 5, 2015, as such date is extended from time to time (the "2010 Maturity Date," and collectively with the Revolving Maturity Date, the "Maturity Date").

2. All references to the term "Note" are hereby amended to mean and represent collectively the Revolving Note and the 2010 Note, together with any amendments, extensions or modifications thereto (as defined above).
3. All references to the term "Loan" are hereby amended to mean and represent collectively the Revolving Loan and the 2010 Loan, together with any amendments, extensions or modifications thereto (as defined above).
4. All references to the Loan Documents are hereby amended to mean and represent collectively the Revolving Loan Documents and those certain Modification Documents (as defined in that certain Modification of Loan Documents between the Borrower and Scientific and the Lender, as the same is amended from time to time, including all documents executed in relation thereto) each document referred to, individually as a "Loan Document" or collectively as the "Loan Documents."
5. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Original Mortgage, as amended by the First Modification, if applicable.
6. The Mortgagor hereby represents and warrants to the Lender that the execution and delivery by the Mortgagor of this Modification of Mortgage does not and will not violate any

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provision of law nor conflict with or result in the breach of any contractual obligation binding on the Mortgagor.

7. Except as expressly modified hereby, the Mortgage is in all respects, received, republished, ratified and confirmed, and the terms, provisions and conditions thereof shall remain in full force and effect. This Modification of Mortgage shall be incorporated into and made a part of the Original Mortgage, together with the First Modification, and all other related documents executed by the Mortgagor. The execution, delivery and effectiveness of this Modification of Mortgage shall not operate as a waiver of any right, power or remedy by the Lender nor constitute a waiver of any term or provision of the Mortgage.

8. The Modification of Mortgage securing the Indebtedness and any other obligations to the Lender is a valid and subsisting lien on the Premises as described herein and the Original Mortgage and the First Modification.

9. The parties hereto further mutually agree that all provisions, stipulations, powers and covenants contained in the Original Mortgage and the First Modification, except as modified by this Modification of Mortgage, shall stand and remain unchanged and in full force and effect for and during said period, except only as specifically modified or amended above; and further that in the event of a failure to pay the obligation as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in the Original Mortgage, the First Modification or this Modification of Mortgage, then the whole of said Indebtedness shall, at the election of Lender, become at once, without notice, due and payable and may be collected together with all accrued interest and collection costs thereon, in the same manner as if this amendment had not been granted, anything hereinbefore to the contrary notwithstanding.

10. It is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind and inure to the benefit of the respective successors and assigns of the said parties.

[SIGNATURE PAGE TO FOLLOW]

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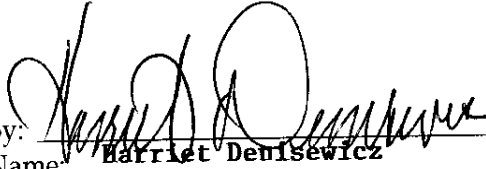
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized officer as of the date first above written.

MORTGAGOR:

LAND TRUST:

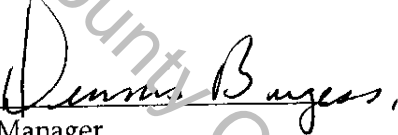
CHICAGO TITLE LAND TRUST COMPANY,
as Successor Trustee to LaSalle Bank National
Association, as Trustee and not Personally, under Trust
Agreement Dated June 2, 1978, and Known as Trust
Number R-2210 and not personally

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, conditions, findings and agreements herein made by the undersigned Trustee are undertaken by it solely in its capacity as Trustee and are not personally. No person's liability or personal or professional liability is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

By: 
Name: Harriet Denisevicz
Title: Trust Officer

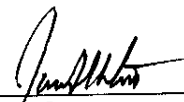
BENEFICIARY

By: 7220 WEST AGATITE LLC

By: 
Its: Manager

LENDER:

MB FINANCIAL BANK, N.A.,

By: 
Name: JAMES G. HOUSTON
Title: S.V.P

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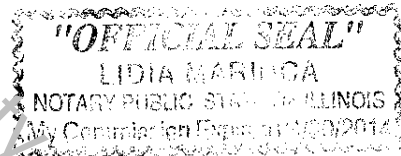
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Harriet Denisewicz, Trust Officer of Chicago Title Land Trust Company personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and said officer did also then and there acknowledged that she as custodian of the corporate seal of corporation did affix said corporate seal of said corporation to said instrument as her own free and voluntary act, as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my name and notarial seal this 6th day of November, 2012.

Lidia Mariluga

NOTARY PUBLIC



Notary Public of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a Notary Public in and for said County and State aforesaid, Do HEREBY CERTIFY that Dennis Burgess being the Manager of 7220 West Agatite LLC, 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 signed and delivered said instrument pursuant to authority given by the members and managers of the company, as his free and voluntary act and the free and voluntary act of the company, for the uses and purposes therein set forth.

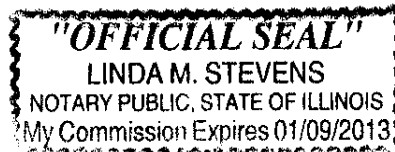
GIVEN under my hand and official seal, this 30 day of OCT., 2012.

Linda M. Stevens

Notary Public

Printed Name: LINDA M. STEVENS

Commission expires: 1-09-13



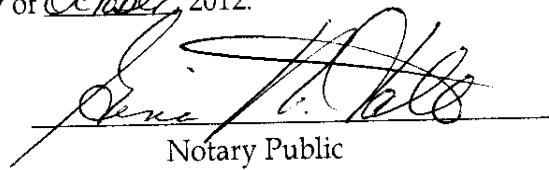
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a Notary Public in and for said County and State aforesaid, Do HEREBY CERTIFY that James G. Houston being a Senior VP of **MB Financial Bank, N.A.**, 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 signed and delivered said instrument pursuant to authority given by the corporation, as his free and voluntary act and the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 30th day of October, 2012.


Notary Public

Printed Name: Gina Vallone

Commission expires:



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DESCRIPTION OF REAL PROPERTY

THAT PART OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHEAST $\frac{1}{4}$, 470.40 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST $\frac{1}{4}$, 465.35 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING WEST PARALLEL TO THE SAID SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ 157.33 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE, 190.44 FEET TO THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 13; THENCE EAST ALONG THE NORTH LINE OF THE SAID SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 157.33 FEET; THENCE SOUTH 190.44 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

7220 West Agatite
Norridge, Illinois 60706

PERMANENT TAX IDENTIFICATION NUMBER: 12-13-222-014-0000