

# UNOFFICIAL COPY



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Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/11/2013 10:57 AM Pg: 1 of 5

**PREPARED BY AND RECORDING  
REQUESTED BY:**

Kevin R. Krantz, Esq.  
401 Huehl Road  
Suite 2A  
Northbrook, Illinois 60062

**WHEN RECORDED RETURN TO:**

Kevin R. Krantz, Esq.  
401 Huehl Road  
Suite 2A  
Northbrook, Illinois 60062

83-96727-J/ET

**MODIFICATION AND REAFFIRMATION OF MORTGAGE SECURITY AGREEMENT AND  
ASSIGNMENT OF RENTS  
CHICAGO TITLE LAND TRUST COMPANY, DATED FEBRUARY 22, 2008**

THIS MODIFICATION AND REAFFIRMATION OF MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS ("Modification Agreement") is made as of November 30, 2012 by and between CHICAGO TITLE LAND TRUST COMPANY as successor trustee to LASALLE NATIONAL BANK AND TRUST COMPANY OF CHICAGO as successor trustee to FIRST CHICAGO BANK OF RAVENSWOOD, as Trustee und Trust Agreement dated March 17, 1986 and know as Trust Number 25-7659 ("Mortgagor"), with a mailing address 161 North Clark Street, Chicago, Illinois 60601, in favor of NORTHBROOK BANK AND TRUST CO., (hereinafter together with its successors and assigns, including each and every from time to time holder of the First Amended Note, referred to as "Mortgagee"), with a mailing address of 1100 Waukegan Road, Northbrook, Illinois 60062, with respect to the following facts and objectives.

A. Mortgagor and Mortgagee previously entered into that certain Mortgage, Security Agreement and Assignment of Rents dated February 22, 2008 entered into by Mortgagee ("Original Mortgage and Security Agreement" or "Mortgage") and a certain Mortgage Note dated February 22, 2008. The Original Mortgage and Security Agreement and Mortgage Note have not been modified and are hereby acknowledged and reaffirmed by Mortgagor.

B. Mortgagor's performance of all of Mortgagor's obligations under the Original Mortgage Note is secured, by among other things, the Original Mortgage and Security Agreement, covering certain real property in Cook County, Illinois described in Exhibit A attached hereto and by this reference fully incorporated herein (the "Property"), such Mortgage having been recorded in as Document No. 0806831087 in the Office of the Recorder of Deeds for Cook County, Illinois; and the Collateral Mortgage and Security Documents (as defined in the Original Mortgage and Security Agreement). A portion of the Property was subsequently released from the mortgage lien, and the Property now securing the lien of the Mortgage, is described in Exhibit A-1.

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C. Mortgagor has requested and Mortgagee has agreed to amend and restate the Mortgage Note and Original Mortgage and Security Agreement to, among other things, amend the amount of the Mortgage Note loan to a maximum principal amount of FIVE HUNDRED SIXTY THOUSAND AND 0/100 DOLLARS (\$560,000.00) ("Amended, Restated and Renewed Loan"), the terms of which are set forth in the First Amended Mortgage Note (the "First Amended Note") but only if the Mortgagee secures the performance of all of Mortgagor's (and others') obligations under Original Mortgage and Security Agreement and by entering into this Modification Agreement .

D. The Original Mortgage and Security Agreement is further secured by a Guaranty dated February 26, 2008 (as referenced in the Original Mortgage and Security Agreement, herein referred to as the "Original Guaranty") from Richard Rivkin ("Guarantor") (as such term is defined in the Original Guaranty) to Lender.

E. Mortgagor desires to amend the Original Mortgage and Security Agreement in order to, among other things, amend the amount of the Loan, amend the Interest Rate and Term.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, to induce Mortgagee to make and enter into the First Amended Mortgage Note and this Modification and Reaffirmation of Mortgage, Security Agreement and Assignment of Rents, and for other good and valuable consideration, the receipt and legal adequacy of which the parties hereby acknowledge, it is agreed as follows:

1. Mortgagor has executed and delivered the First Amended Note and the Original Mortgage and Security Agreement is hereby modified in all respects necessary and appropriate in order to fully secure payment and performance of all obligations of Mortgagor under the Original Mortgage and Security Agreement and this Modification Agreement, in addition to the obligations therein set forth.

2. The principal amount of the loan secured by this Mortgage is hereby amended to FIVE HUNDRED SIXTY THOUSAND AND 0/100 DOLLARS (\$560,000.00) (the "Current Principal Amount") and said loans secured by this Mortgage may be, from time to time, amended, modified, substituted, restated, reviewed and/or extended. This Mortgage shall act as a continuing mortgage and security agreement as to any subsequent increase in the principal amount of the loan, up to an amount equal to two times the Current Principal Amount. Any reference in the Mortgage, the Security, the Mortgage Note, as amended, the Assignment or any other Loan Document to the loan amount shall mean FIVE HUNDRED SIXTY THOUSAND AND 0/100 DOLLARS (\$560,000.00), or such amount as may then currently be stated.

3. The Term of the Mortgage Note as Amended in the First Amended Mortgage Note shall be for thirty-six (36) months, and payments terms are amended as more fully set forth therein.

4. The Interest Rate on the Mortgage Note is amended to that of the Mortgagor's Prime Rate, plus 100 basis points, as more fully set forth in the First Amended Note..

5. Guarantor ratifies and affirms the Original Guaranty and agrees that the Original Guaranty is in full force and effect following the execution and delivery of this Modification Agreement. The representations and warranties of Guarantor in the Original Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Original Guaranty continues to

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be the valid and binding obligation of Guarantor; the Guarantor guaranteed the indebtedness, enforceable in accordance with its terms.

6. The Security Interest provided for in the Mortgage, and the cross-collateralization of the Property for the loans made by Mortgagee to Saf-T-Gard International, Inc. and the cross-default covenant in the all of the loan documents entered into as a part of this Mortgage loan and the cross-collateralized loans are hereby reaffirmed.

7. The Collateral Assignment of Beneficial Interest dated February 26, 2008 is hereby reaffirmed and remains in full force and effect.

8. Except as amended or modified hereby, the provisions of the Original Mortgage and Security Agreement shall remain in full force and effect and are hereby approved and confirmed. The provisions of the Original Mortgage and Security Agreement, as hereby amended or modified, shall inure to the benefit and bind the parties hereto and their respective successors and assigns, and shall run with the Property. The recitals hereto constitute a part of this Modification Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Agreement to be executed pursuant to due authority as of the date first above set forth.

**MORTGAGEE:**  
**NORTHBROOK BANK AND TRUST CO.**

By: David Masters  
Print Name: David Masters  
Title: President

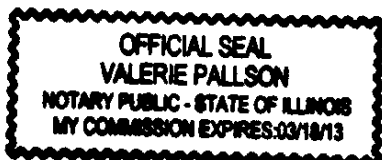
**MORTGAGOR:**  
**CHICAGO TITLE LAND TRUST COMPANY**  
as successor trustee to LASALLE NATIONAL BANK AND TRUST COMPANY OF CHICAGO as successor trustee to FIRST CHIAOG BAN K OF RAVENSWOOD, as Trustee und Trust Agreement dated March 17, 1986 and know as Trust Number 25-7659

By: Christine C. Young and not personally  
Print Name: Christine C. Young  
Title: Trust Officer

STATE OF IL )  
COUNTY OF COOK ) SS

On this 24<sup>th</sup> day of December, 2012, before me appeared David Masters, to me personally known, who, being by me duly sworn did say that he or she is the president, of **NORTHBROOK BANK AND TRUST COMPANY**, and that the seal affixed to the foregoing instrument is the seal of said banking association, and that said instrument was signed and sealed in behalf of said banking association by authority of its board of directors, and said Notary Public acknowledged said instrument to be the free act and deed of said banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Valerie Pallson  
Notary Public

*M*

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My term expires:

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 26 day of December, 2012, before me appeared Christine C. Young, to me personally known, who, being by me duly sworn did say that he or she is the Trust Officer, of **CHICAGO TITLE LAND TRUST COMPANY** as successor trustee to LASALLE NATIONAL BANK AND TRUST COMPANY OF CHICAGO as successor trustee to FIRST CHICAGO BANK OF RAVENSWOOD as Trustee und Trust Agreement dated March 17, 1986 and know as Trust Number 25-7659, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Trust Officer acknowledged said instrument to be the free act and deed of said corporation.

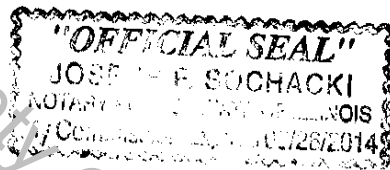
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]  
Notary Public

My term expires:

This document was prepared by:

Kevin R. Krantz, Esq.  
401 Huehl Road  
Suite 2A  
Northbrook, Illinois 60062



It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied all such personal liability, if any, being expressly waived and released.

*[Handwritten mark]*

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## Exhibit A

### Legal Description

LOT 62 IN SKY HARBOR AIR INDUSTRIAL PARK UNIT 2, A SUBDIVISION OF PAR OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-05-103-020  
04-05-103-021

## EXHIBIT A-1

### Legal Description

LOT 2 IN RIVKINS' SUBDIVISION, BEING A RESUBDIVISION OF LOT 62 IN SKY HARBOR AIR INDUSTRIAL PARK UNIT TWO, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 2009 AS DOCUMENT 0936519055, IN COOK COUNTY, ILLINOIS.

PIN: 04-05-103-024-0000

STREET ADDRESS: 205 HUEHL ROAD, NORTHBROOK, IL 60062