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Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/28/2013 04:00 PM Pg: 1 of 9

PREPARED BY AND AFTER RECORDING RETURN TO:

Gary L. Plotnick
Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603
(312) 580-2316

MEMORANDUM OF SECOND FORBEARANCE AGREEMENT

THIS MEMORANDUM OF SECOND FORBEARANCE AGREEMENT ("**Memorandum**") is a memorandum evidencing the execution and delivery of a Second Forbearance Agreement ("**Agreement**") dated February 7, 2013, by and among NORTHBROOK BANK & TRUST COMPANY (the "**Lender**"), CF III 1001 MORSE LLC, a Delaware limited liability company (formerly known as CF Elk Grove LLC) ("**Morse**"), CF III MELVIN NORTHBROOK LLC, a Delaware limited liability company ("**Melvin**"), CF III 11305 FRANKLIN LLC, a Delaware limited liability company ("**Franklin**"), CF III 224 SHORE LLC, a Delaware limited liability company (formerly known as CF III Centre Circle Downers Grove LLC) ("**Shore**"), JOEL FRIEDLAND ("**Friedland**"), and DAVID MITIDIERO ("**Mitidiero**") (Morse, Melvin, Franklin, Shore, Friedland and Mitidiero are sometimes collectively referred to herein as "**Borrower Parties**") relating to the real estate commonly known as 1001 Morse Avenue, Elk Grove Village, Illinois ("**Morse Property**"), 237 Melvin, Northbrook, Illinois ("**Melvin Property**"), 11305 Franklin Ave, Franklin Park, Illinois ("**Franklin Property**"), and 16W224 Shore Court, Burr Ridge, Illinois ("**Shore Property**"; the Morse Property, the Melvin Property, the Franklin Property and the Shore Property shall be collectively as the "**Properties**"), which Properties are legally described on Exhibit "A", which is attached hereto and made apart hereof.

WITNESSETH:

WHEREAS, on July 18, 2007, the Lender made a loan to Morse in the amount of \$960,000.00 ("**Morse Note**"), which was secured by a Mortgage ("**Morse Mortgage**") in favor of the Lender encumbering the Morse Property, which Morse Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on September 24, 2007 as Document Number 0726742060;

WHEREAS, on November 16, 2007, the Lender made a loan to Melvin in the amount of \$928,200.00 ("**Melvin Note**"), which was secured by a Mortgage ("**Melvin Mortgage**") in favor of the Lender encumbering the Melvin Property, which Melvin Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 21, 2007 as Document Number 0732533024;

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WHEREAS, on July 18, 2011, the Lender made a loan to Franklin in the amount of \$2,290,480.00 ("Franklin Note"), which was secured by a Mortgage ("Franklin Mortgage") in favor of the Lender encumbering the Franklin Property, which Franklin Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 20, 2011 as Document Number 1135412006;

WHEREAS, on February 7, 2013, the Lender made a loan to Franklin in the amount of \$150,000.00 ("New Franklin Note"), which was secured by a Mortgage ("New Franklin Mortgage") in favor of the Lender encumbering the Franklin Property, which Franklin Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 20, 2013 as Document Number 1305116003;

WHEREAS, on May 19, 2008, the Lender made a loan to Shore in the amount of \$1,381,000.00 ("Shore Note") which was secured by a Mortgage ("Shore Mortgage"; the Morse Mortgage, the Melvin Mortgage, the Franklin Mortgage, the New Franklin Mortgage and the Shore Mortgage shall be collectively referred to as the "Mortgages") in favor of the Lender encumbering the Shore Property, which Shore Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 22, 2008 as Document Number R2008-084307; and

WHEREAS, the Lender and the Borrower Parties desire to record this Memorandum to further encumber the Properties, all as set forth in the Agreement.

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Lender and Borrower hereby agree as follows:

1. Morse Mortgage. The definitions of "Indebtedness" in the Morse Mortgage is hereby modified to add, without limitation, all principal, interest and other amounts, costs and expenses payable under the Melvin Note, Franklin Note, the Shore Note, and New Franklin Note. The definition of "Event of Default" in the Morse Mortgage is hereby modified to add, without limitation, any Event of Default under the Melvin Note, Franklin Note, Shore Note, and New Franklin Note. The definition of "Note" in the Morse Mortgage is hereby modified to add, without limitation, the Melvin Note, Franklin Note, Shore Note, and New Franklin Note. The "Maximum Lien" provision of the Morse Mortgage is hereby modified to provide that at no time shall the principal amount of the Indebtedness secured by the Morse Mortgage, not including sums advanced to protect the security of the Morse Mortgage, exceed \$11,000,000.00.

2. Melvin Mortgage. The definitions of "Indebtedness" in the Melvin Mortgage is hereby modified to add, without limitation, all principal, interest and other amounts, costs and expenses payable under the Morse Note, Franklin Note, the Shore Note, and New Franklin Note. The definition of "Event of Default" in the Melvin Mortgage is hereby modified to add, without limitation, any Event of Default under the Morse Note, Franklin Note, Shore Note, and New Franklin Note. The definition of "Note" in the Melvin Mortgage is hereby modified to add, without limitation, the Morse Note, Franklin Note, Shore Note, and New Franklin Note. The "Maximum Lien" provision of the Melvin Mortgage is hereby modified to provide that at no time shall the principal amount of the Indebtedness secured by the Melvin Mortgage, not including sums advanced to protect the security of the Melvin Mortgage, exceed \$11,000,000.00.

3. Franklin Mortgage. The definitions of "Indebtedness" in the Franklin Mortgage is hereby modified to add, without limitation, all principal, interest and other amounts, costs and expenses payable

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under the Morse Note, Melvin Note, the Shore Note, and New Franklin Note. The definition of "Event of Default" in the Franklin Mortgage is hereby modified to add, without limitation, any Event of Default under the Morse Note, Melvin Note, Shore Note, and New Franklin Note. The definition of "Note" in the Franklin Mortgage is hereby modified to add, without limitation, the Morse Note, Melvin Note, Shore Note, and New Franklin Note. The "Maximum Lien" provision of the Franklin Mortgage is hereby modified to provide that at no time shall the principal amount of the Indebtedness secured by the Franklin Mortgage, not including sums advanced to protect the security of the Franklin Mortgage, exceed \$11,000,000.00.

4. Shore Mortgage. The definitions of "Indebtedness" in the Shore Mortgage is hereby modified to add, without limitation, all principal, interest and other amounts, costs and expenses payable under the Morse Note, Melvin Note, the Franklin Note, and New Franklin Note. The definition of "Event of Default" in the Shore Mortgage is hereby modified to add, without limitation, any Event of Default under the Morse Note, Melvin Note, Franklin Note, and New Franklin Note. The definition of "Note" in the Shore Mortgage is hereby modified to add, without limitation, the Morse Note, Melvin Note, Franklin Note, and New Franklin Note. The "Maximum Lien" provision of the Shore Mortgage is hereby modified to provide that at no time shall the principal amount of the Indebtedness secured by the Shore Mortgage, not including sums advanced to protect the security of the Shore Mortgage, exceed \$11,000,000.00.

5. New Franklin Mortgage. The definitions of "Indebtedness" in the New Franklin Mortgage is hereby modified to add, without limitation, all principal, interest and other amounts, costs and expenses payable under the Morse Note, Melvin Note, the Franklin Note, and Shore Note. The definition of "Event of Default" in the New Franklin Mortgage is hereby modified to add, without limitation, any Event of Default under the Morse Note, Melvin Note, Franklin Note, and Shore Note. The definition of "Note" in the New Franklin Mortgage is hereby modified to add, without limitation, the Morse Note, Melvin Note, Franklin Note, and Shore Note. The "Maximum Lien" provision of the New Franklin Mortgage is hereby modified to provide that at no time shall the principal amount of the Indebtedness secured by the New Franklin Mortgage, not including sums advanced to protect the security of the New Franklin Mortgage, exceed \$11,000,000.00.

6. By the execution and recording of this Memorandum, the Lender and the Borrower Parties desire to and hereby give notice to third parties of the existence of the Agreement and the terms thereof.

7. This Memorandum shall be governed by and construed under the laws of the State of Illinois.

8. This Memorandum may be executed in any number of counterparts, and all such counterparts together shall constitute one (1) and the same document.

6. This Memorandum shall not, in any way, amend or supersede the terms and conditions of the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Memorandum, the terms and conditions of the Agreement shall control.

(SIGNATURE APPEAR ON NEXT PAGE)

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IN WITNESS WHEREOF, the parties have executed this Memorandum as of the 1th day of February, 2013.

NORTHBROOK BANK & TRUST COMPANY

By: Kathy A. Nellis
Name: KATHRYN A. NELLIS
Its: E.V.P.

BORROWER PARTIES:

CF III 1001 MORSE LLC,

By: DCJ Management, LLC, its Manager

By: Joel Friedland
Joel Friedland, its Manager

By: David Mitidiero
David Mitidiero, its Manager

CF III 224 SHORE LLC,

By: DCJ Management, LLC, its Manager

By: Joel Friedland
Joel Friedland, its Manager

By: David Mitidiero
David Mitidiero, its Manager

CF III MELVIN NORTHBROOK LLC

By: DCJ Management, LLC, its Manager

By: Joel Friedland
Joel Friedland, its Manager

By: David Mitidiero
David Mitidiero, its Manager

CF III 11305 FRANKLIN LLC

By: DCJ Management, LLC, its Manager

By: Joel Friedland
Joel Friedland, its Manager

By: David Mitidiero
David Mitidiero, its Manager

Joel Friedland
JOEL FRIEDLAND, individually
David Mitidiero
DAVID MITIDIERO, individually

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INDIVIDUAL ACKNOWLEDGEMENT

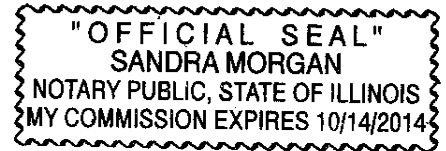
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, The undersigned, a Notary Public in and for said county and state, do hereby certify that **DAVID J. MITIDIERO**, personally known to me to be the individual whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20th day of February, 2013.

[Signature]
Notary Public

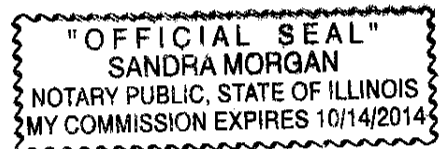
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



I, The undersigned, a Notary Public in and for said county and state, do hereby certify that **JOEL I. FRIEDLAND**, personally known to me to be the individual whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20th day of February, 2013.

[Signature]
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTIES

MORSE PROPERTY:

LOT 53 IN CENTEX INDUSTRIAL PARK UNIT 28, BEING A SUBDIVISION OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 7, 1965 AS DOCUMENT 19580058.

Common Address: 1001 Morse Avenue, Elk Grove Village, IL
PIN: 08-34-308-002-0000

MELVIN PROPERTY:

LOT 12 IN NORTH SUBURBAN INDUSTRIAL PARK UNIT NO. 1 IN THE SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 237 Melvin, Northbrook, IL
PIN: 04-05-202-041-0000, 04-05-202-042-0000, 04-05-202-043-0000

FRANKLIN PROPERTY:

PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF FRANKLIN AVENUE WITH THE WEST LINE OF SAID NORTHEAST QUARTER (SAID POINT BEING 54.13 FEET DUE SOUTH OF A BRONZE MONUMENT MARKING THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF SAID FRANKLIN AVENUE) AND RUNNING THENCE SOUTH 67 DEGREES 28 MINUTES 07 SECONDS EAST ALONG THE SAID SOUTHWESTERLY LINE OF FRANKLIN AVENUE (SAID SOUTHWESTERLY LINE FORMING A SOUTHEAST ANGLE OF 67 DEGREES 28 MINUTES 07 SECONDS WITH SAID WEST LINE OF NORTHEAST QUARTER AND BEING 50 FEET SOUTHWESTERLY FROM, AT RIGHT ANGLE MEASUREMENT, AND PARALLEL WITH SAID CENTER LINE), 1546.60 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 14,493.46 FEET, FOR A DISTANCE OF 432.14 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHWESTERLY LINE WITH A LINE 1825.16 FEET EAST OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 SAID POINT BEING THE POINT OF BEGINNING OF LAND TO BE DESCRIBED; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 19 AFORESAID, 739.36 FEET TO THE NORTH LINE OF THE CHICAGO,

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MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST ALONG SAID NORTH LINE OF THE RAILROAD RIGHT OF WAY 489.93 FEET TO A POINT OF CURVE; THENCE CONTINUE ALONG SAID RAILROAD RIGHT OF WAY, BEING A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 491.84 FEET, FOR A DISTANCE OF 15.24 FEET TO A POINT; THENCE NORTH 80 DEGREES 46 MINUTES WEST 46.25 FEET; THENCE NORTHWESTERLY ALONG A CURVED LINE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 301.85 FEET, FOR A DISTANCE OF 333.60 FEET TO A POINT, THENCE NORTHERLY ALONG ANOTHER CURVED LINE, CONVEX WESTERLY, HAVING A RADIUS OF 287.94 FEET, FOR A DISTANCE OF 74.27 FEET TO A POINT OF TANGENCY WITH A LINE 2035.49 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 19, AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID PARALLEL LINE 354.58 FEET TO THE SOUTHWESTERLY LINE OF FRANKLIN AVENUE, AFORESAID; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE FOR AN ARC DISTANCE OF 231.53 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF FRANKLIN AVENUE WITH THE WEST LINE OF SAID NORTHEAST 1/4, SAID POINT BEING 54.13 FEET DUE SOUTH OF THE BRONZE MONUMENT AT THE CENTER LINE OF FRANKLIN AVENUE AND RUNNING THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE OF FRANKLIN AVENUE, SAID LINE BEING 50 FEET SOUTHWESTERLY OF THE CENTER LINE OF SAID AVENUE (AT RIGHT ANGLE MEASUREMENT), SAID LINE ALSO FORMS A SOUTHEAST ANGLE OF 67 DEGREES 28 MINUTES 07 SECONDS WITH SAID WEST LINE OF NORTHEAST 1/4, FOR A DISTANCE OF 1546.60 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHEASTERLY ON SAID SOUTHWESTERLY LINE, SAID LINE BEING A CURVED LINE TANGENT TO LAST DESCRIBED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 14,493.46 FEET, FOR A DISTANCE OF 366.39 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH A LINE WHICH IS 1765.16 FEET EAST OF (AT RIGHT ANGLE MEASUREMENT) THE WEST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH IN A LINE PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 FOR A DISTANCE OF 526.86 FEET TO A POINT (BEING THE SOUTHWEST CORNER OF SANDRA AVENUE); THENCE EAST, PERPENDICULAR TO SAID PARALLEL LINE, ALONG THE SOUTH LINE OF SANDRA AVENUE 30 FEET TO ITS INTERSECTION WITH A LINE 1795.16 FEET EAST OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4, AFORESAID, AND THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE SOUTH ALONG SAID PARALLEL LINE 239.30 FEET TO A POINT IN THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, AND PACIFIC RAILROAD COMPANY AS SAID RIGHT OF WAY IS RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 56325 ON PAGES 243 TO 248 AS DOCUMENT NUMBER 17253047 ON THE 7TH OF JULY, 1958; THENCE EAST ALONG THE NORTH LINE OF SAID RIGHT OF WAY LINE 30 FEET TO ITS INTERSECTION WITH A LINE 1825.16 FEET EAST OF (AT RIGHT ANGLE MEASUREMENT) THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH ALONG SAID PARALLEL LINE 239.29 FEET TO THE AFORESAID SOUTH LINE OF

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SANDRA AVENUE; THENCE WEST ALONG SAID SOUTH LINE 30 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 1 IN LATORIA BROTHERS CONSTRUCTION COMPANY SUBDIVISION UNIT #3, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 3 FOR INGRESS AND EGRESS AND DRIVEWAY PURPOSE OVER THE NORTHERLY 8 FEET OF LOT 7 IN AFORESAID SUBDIVISION, AS SHOWN ON PLAT OF SUBDIVISION RECORDED JULY 3, 1979 AS DOCUMENT 25033380.

PARCEL 5:

NON-EXCLUSIVE, PERPETUAL AND RECIPROCAL EASEMENT IN FAVOR OF PARCEL 2 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT RECORDED JANUARY 2, 2008 AS DOCUMENT 0800201240 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, AND FOR ACCESS TO ALL PUBLIC UTILITIES OVER AND UPON AN AREA OF A PARCEL OF LAND LYING W AND ADJOINING SAID PARCEL 2 AND DEPICTED ON EXHIBIT "C" ATTACHED THERETO.

Common Address: 11305 Franklin Avenue, Franklin Park, IL
 PINs: 12-19-400-113-0000, 12-19-400-138-0000, 12-19-400-141-0000

SHORE PROPERTY:

LOT 3 IN THE PLAT OF HINSDALE INDUSTRIAL PARK, UNIT TWO, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1969 AS DOCUMENT R69-42012, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 16W224 Shore Court, Burr Ridge, IL
 PIN: 09-35-203-014