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**FIFTH THIRD BANK  
AMENDMENT TO MORTGAGE, SECURITY  
AGREEMENT, ASSIGNMENT OF RENTS  
AND LEASES AND FIXTURE FILING**

Doc#: 1306539053 Fee: \$52.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/06/2013 09:55 AM Pg: 1 of 8

**THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES and FIXTURE FILING** (*this "Amendment"*) is dated as of January 25, 2013 and is made by and between SSN Group LLC, an Illinois limited liability company (*the "Mortgagor"*) and Fifth Third Bank, an Ohio banking corporation (*the "Mortgagee"*).

**WITNESSETH:**

**WHEREAS**, Mortgagor has previously executed and delivered to Mortgagee a certain "Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing" dated as of December 29, 2005 (*as amended from time to time, the "Mortgage"*), encumbering certain property more particularly described therein, including the real property which is legally described on Exhibit A attached hereto and made a part hereof. The Mortgage was recorded with the Cook County, Illinois Recorder of Deeds on February 14, 2006 as Document No. 0604532097;

**WHEREAS**, the Mortgage secured certain obligations which were more specifically referred to therein and further secured any and all notes issued in renewal of the obligations defined therein or issued in substitution or replacement therefore;

**Prepared by and after recording return to:**  
Kenneth M. Lodge  
Locke Lord Bissell & Liddell LLP  
111 South Wacker Drive  
Chicago, IL 60606-4410

**Property Common Address:**

4500 West 47th Street  
Chicago, Illinois 60632

**PIN(s): 19-03-400-019  
19-03-400-033  
19-03-400-193  
19-03-400-201**

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**WHEREAS**, Mortgagor has requested an increase in the principal amount of certain of the obligations secured by the Mortgage, and Mortgagee has agreed to make the increases and additional extension as requested.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. All terms not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.

2. The Mortgage is hereby modified and amended to the extent necessary to indicate that the obligations secured by the Mortgage shall include (i) that certain Fifteenth Amended and Restated Revolving Note dated as of January 25, 2013 in the original principal amount of Fifteen Million Five Hundred Thousand Dollars (\$15,500,000.00) until August 15, 2013 and thereafter until maturity, Twelve Million Dollars (\$12,000,000.00); (ii) that certain Term Note A made in February 2007 in the original principal amount of Nine Hundred Thirty-Six Thousand One Hundred Seventy-Five and 20/100 Dollars (\$936,175.20); and Term Note C dated June 3, 2011 in the original principal amount of One Million One Hundred Thousand and NO/100 Dollars (\$1,100,000.00); each such Note being payable to the Mortgagee by Chicago American Manufacturing LLC. The term "Notes" as used in the Mortgage shall include the foregoing notes in addition to any other notes described in the Mortgage, and the loans memorialized by these Notes shall be "Loans" secured by the Mortgage. The Mortgage shall further secure all renewals, replacements, extensions, amendments, increases and modifications of any of the foregoing Notes or Loans. The Mortgage shall also secure all other debts, loans, liabilities or obligations of the Mortgagor or Chicago American Manufacturing, LLC, an Illinois limited liability company ("CAM"), to the Mortgagee whether now existing or hereafter arising, absolute or contingent, direct or indirect, howsoever or whensoever created or arising, including obligations arising under Mortgagor's Guaranty of CAM's Liabilities to Mortgagee.

3. The scheduled maturity date of the Fifteenth Amended and Restated Revolving Note is February 3, 2014. That Note bears interest at a floating rate equal to the thirty (30)-day LIBOR Rate determined by reference to Bloomberg Financial Markets terminal screen entitled "Official BBA LIBOR Fixings" plus four and one-half percent (4.5%).

4. Term Note A has a scheduled maturity date of March 5, 2013 and Term Note C has a scheduled maturity date of August 5, 2014. Each of those Notes bears interest at a rate equal to the Prime Rate announced by the Mortgagee from time to time minus one-half percent (.50%).

5. Mortgagor hereby reaffirms its obligations under the Mortgage and acknowledges that, except as modified herein, all the terms, provisions and conditions set forth therein shall continue in full force and effect.

6. The terms and provisions of the Mortgage not specifically modified hereby shall remain in full force and effect until all of the Loans secured thereby have been paid and satisfied in full. Such terms and provisions shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms

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and provisions of the Mortgage are incorporated herein by reference as if fully stated herein. Mortgagor hereby confirms each and every one of its obligations under the Mortgage. In the event that there is a conflict between the terms of this Amendment and the terms of the Mortgage, then the terms of this Amendment shall control. Except as and to the extent amended herein, the loan documents made by Chicago American Manufacturing LLC in favor of Mortgagee shall remain in full force and effect.

7. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of Mortgagor and Mortgagee.

8. Mortgagor hereby certifies, represents and warrants to Mortgagee that all certifications, representations and warranties made by Mortgagor to Mortgagee in or in connection with the Mortgage were true in all material respects as of the date of the Mortgage and are true in all material respects on and as of the date hereof as if made on and as of the date hereof.

9. This Amendment shall be governed and controlled by the laws of the State of Illinois.

10. The invalidity or unenforceability of any provision of this Amendment shall not affect or impair any other provisions.

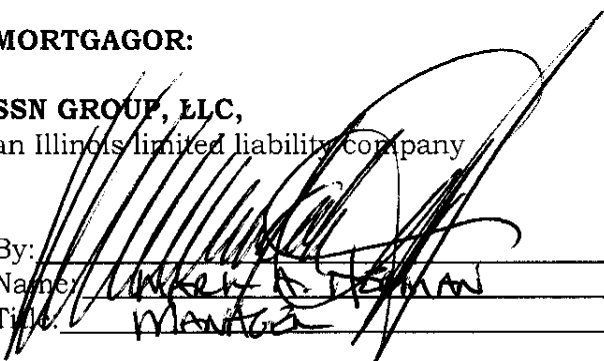
*[Signature Page to Follow]*

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**IN WITNESS WHEREOF**, the Mortgagor has executed this Amendment as of the date first above written.

**MORTGAGOR:**

**SSN GROUP, LLC,**  
an Illinois limited liability company

By:   
Name: Michael E. May  
Title: Manager

**MORTGAGEE:**

**FIFTH THIRD BANK,**  
An Ohio Banking Corporation

By: Michael E. May  
Name: Michael E. May  
Title: Vice President

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STATE OF ILLINOIS        )  
                                       )  
 COUNTY OF COOK         )        SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Herman, the Manager of SSN Group, LLC, in whose name the above and foregoing instrument was executed, appeared before me this day in person, and acknowledged before me that he signed and delivered the said instrument on behalf of SSN Group, LLC as a free and voluntary act for the uses and purposes therein set forth.

**GIVEN** under my hand and Notarial Seal, this 28 day of January, 2013.

Notary Public  
  
 \_\_\_\_\_



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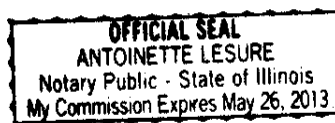
STATE OF ILLINOIS        )  
                                       )  
 COUNTY OF COOK         )       SS

I, the undersigned, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY THAT Michael May, the Vice-President of Fifth Third Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Bank.

**GIVEN** under my hand and Notarial Seal, this 28 day of January, 2013.

Notary Public

*Antoinette Lesure*



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## EXHIBIT A LEGAL DESCRIPTION

[SEE ATTACHED]



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**UNOFFICIAL COPY****Legal Description:****PARCEL 1:**

THAT PART OF LOT 'B' IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2590529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 47TH STREET (SAID NORTH LINE BEING 33 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 3), WITH THE WEST LINE OF SOUTH KOLIN AVENUE, (A PRIVATE STREET), SAID WEST LINE BEING 236.93 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3; THENCE NORTH ALONG WEST LINE OF KOLIN AVENUE TO ITS INTERSECTION WITH A LINE 358.55 FEET NORTH FROM AND PARALLEL WITH SAID SOUTH LINE OF SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT OF CURVE, WHICH IS 550.41 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 312.93 FEET AND BEING TANGENT TO LAST DESCRIBED LINE AT SAID POINT OF CURVE, AN ARC DISTANCE OF 104.61 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 883.18 FEET AND HAVING COMMON TANGENT LINE WITH THE LAST DESCRIBED CURVED LINE AT SAID POINT OF COMPOUND CURVE, AN ARC DISTANCE OF 77.03 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND A RADIUS OF 311.12 FEET AND HAVING A COMMON TANGENT WITH THE LAST DESCRIBED CURVED LINE AT SAID POINT OF COMPOUND CURVE, AN ARC DISTANCE OF 286.65 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY LINE AT THIS POINT TO THE PARCEL OF LAND CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE FIRST NATIONAL BANK OF CHICAGO BY DEED DATED MARCH 6, 1951 AND RECORDED MARCH 8, 1951 IN BOOK 48356 AT PAGE 458 AS DOCUMENT 15026337, SAID POINT INTERSECTION, BEING 2046.42 FEET SOUTH OF THE EAST AND WEST CENTERLINE SAID SECTION 3; THENCE SOUTH ALONG SAID WESTERLY BOUNDARY LINE OF THE CHICAGO RIVER AND INDIANA RAILROAD AS CONVEYED TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 529.71 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 3 AND SAID POINT OF INTERSECTION, BEING 897.87 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 80 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 978.82 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH SAID NORTH LINE OF WEST 47TH STREET; THENCE EAST ALONG SAID NORTH LINE OF WEST 47TH STREET, A DISTANCE OF 1215.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPTING THEREOF THAT PART OF SAID LOT 'B', DESCRIBED AS FOLLOWS:

BEGINNING AT INTERSECTION OF THE NORTH LINE OF WEST 47TH STREET (SAID NORTH LINE BEING 33 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 3), WITH THE WEST LINE OF SOUTH KOLIN AVENUE, (A PRIVATE STREET), SAID WEST LINE BEING 236.93 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3; AND RUNNING THENCE WEST ALONG SAID NORTH LINE OF WEST 47TH STREET, A DISTANCE OF 332.31 FEET TO AN INTERSECTION WITH A LINE 95.38 FEET WEST FROM AND PARALLEL WITH SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 305.55 FEET TO AN INTERSECTION WITH A LINE 338.55 FEET NORTH FROM AND PARALLEL WITH SAID SOUTH LINE OF SECTION 3; THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 332.31 FEET TO AN INTERSECTION WITH SAID WEST LINE OF SOUTH KOLIN AVENUE; AND THENCE SOUTH ALONG SAID WEST LINE OF SOUTH KOLIN AVENUE, A DISTANCE OF 305.55 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT AND DECLARATION OF EASEMENT BY AND BETWEEN READY METAL MANUFACTURING COMPANY AND CHICAGO PACKAGING COMPANY RECORDED NOVEMBER 3, 1988 AS DOCUMENT 88507887.