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Doc#: 1314412077 Fee: \$54.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/24/2013 11:34 AM Pg: 1 of 9

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 Exhibit A

Property Address:
See Exhibit A

This space reserved for Recorder's use only

THIRD AMENDMENT AND ASSIGNMENT AND ASSUMPTION OF MORTGAGE

THIS THIRD AMENDMENT AND ASSIGNMENT AND ASSUMPTION OF MORTGAGE (this "Amendment") is made as of the 28th day of February, 2013, by and among BRIAN K. MORAN, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED SEPTEMBER 18, 1984 ("B. Moran Trustee"), OWEN A. MORAN, AS TRUSTEE OF THE OWEN A. MORAN TRUST U/A/D APRIL 30, 2009 ("O. Moran Trustee"), JEAN MORAN, individually ("J. Moran"), JEAN B. MORAN, AS TRUSTEE OF THE MORAN 2012 GIFT TRUST ("Gift Trustee") 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, Owen A. Moran and Jean B. Moran, as the predecessors in interest to B. Moran Trustee, made and delivered to Lender that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December 11, 2008 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").

BOX 333-CP

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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 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, 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, B. Moran Trustee, Guarantor, J. Moran, 2265 Carlson LLC, an Illinois limited liability company ("Carlson"), Buggy Ventures LLC, an Illinois limited liability company ("Buggy"), Owen A. Moran as Trustee of the Jean B. Moran Revocable Trust dated April 29, 2008 ("O. Moran Trustee-2") and Jean B. Moran as Trustee of the Jean B. Moran Revocable Trust dated April 29, 2008 ("J. Moran Trustee") (O. Moran Trustee-2 and J. Moran Trustee are hereinafter collectively referred to as the "J. Moran Revocable Trustee") 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

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amended and restated the Amended Revolving Note in its entirety, all as more fully set forth therein.

Borrower, B. Moran Trustee, Guarantor, J. Moran, Buggy, Carlson, J. Moran Revocable Trustee and Lender previously entered into that certain Third Modification of Loan Documents dated as of June 28, 2012 (the "Third Modification"), pursuant to which Lender 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, (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 June 28, 2012 (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).

On or about September 25, 2012, Borrower paid to Lender the outstanding balance of the Term Note and the Term Loan was thereupon terminated and Borrower owes no further amounts thereunder. The Term Note shall no longer be included in the definition of "Notes" and the Term Loan shall no longer be included in the definition of "Loan" herein and in the other Loan Documents.

Borrower, B. Moran Trustee, Guarantor, J. Moran, Buggy, Carlson, J. Moran Revocable Trustee and Lender previously entered into that certain Fourth Modification of Loan Documents dated December 21, 2012 and made effective as of September 25, 2012 (the "Fourth Modification"), the Loan Documents were amended in order to, among other things, (i) waive compliance with the minimum Fixed Charge Coverage Ratio covenant for the Noncompliance Period (as defined in the Fourth Modification), (ii) revise the Revolving Interest Rate, (iii) revise the Tangible Net Worth Covenant, and (iv) revise the repayment of the B. Moran Note requirement, upon the terms and subject to the conditions set forth therein. The First Modification, Second Modification, Third Modification, the Fourth Modification and Notes shall be included in the definition of "Loan Documents" herein.

B. Moran Trustee desires to convey its entire one-half ownership interest in the Property to the Gift Trustee; J. Moran desires to convey her entire one-half ownership interest in the Property to the O. Moran Trustee; and the O. Moran Trustee then desires to convey its entire one-half ownership interest in the Property to the Gift Trustee. Accordingly, simultaneously with the recording of this Agreement, fee title interest in the Property shall be vested solely with the Gift Trustee.

Borrower, Guarantor, Trustee, Carlson, B. Moran Trustee, Gift Trustee, O. Moran Trustee, J. Moran, certain related parties and Lender are now entering into that certain Assignment and Assumption and Fifth Modification of Loan Documents and Amendment to Mortgages dated as of even date herewith (the "Fifth Modification") to amend the Loan Documents in order to reflect, among other things, (i) B. Moran Trustee's transfer of its entire one-half interest in the Property, including all obligations and indebtedness subject thereto as contained in the Mortgage to the Gift Trustee; (ii) J. Moran's transfer of her entire one-half

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interest in the Property, including all obligations and indebtedness subject thereto as contained in the Mortgage to the O. Moran Trustee; (iii) O. Moran Trustee's subsequent transfer of its entire one-half interest in the Property, including all obligations and indebtedness subject thereto as contained in the Mortgage to the Gift Trustee; and (iv) Gift Trustee's assumption of each and every obligation and liability of B. Moran Trustee's, J. Moran, and O. Moran Trustee under the Mortgage (the "Assignment and Assumption").

Borrower, B. Moran Trustee, O. Moran Trustee, J. Moran, Gift Trustee and Lender desire to further amend the Mortgage to reflect the Assignment and Assumption and to provide that the Mortgage shall secure the Loan, as amended by the Fifth Modification and as evidenced by the Notes.

Accordingly, Borrower, B. Moran Trustee, O. Moran Trustee, J. Moran and Gift Trustee and Lender hereby amend the Mortgage, as follows:

1. The "Mortgagor" under the Mortgage is hereby amended to be the Gift Trustee. B. Moran Trustee, J. Moran and O. Moran Trustee are each hereby substituted by the Gift Trustee as the "Mortgagor" under the Mortgage. The Gift Trustee hereby confirms and ratifies all of the obligations and liabilities thereunder, which liabilities and obligations they have agreed to assume as stated herein.

2. 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.

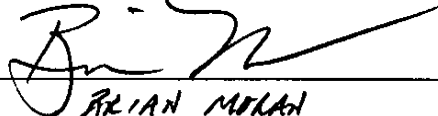
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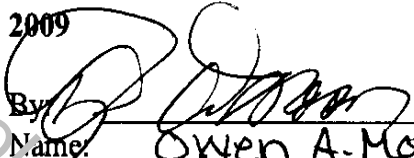
This Third Amendment to Mortgage has been entered into as of the date first above written.

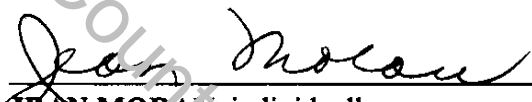
MORTGAGOR:

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

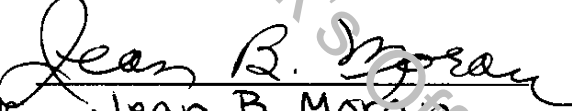
By: 
Name: BRIAN MORAN
Title: TRUSTEE

**OWEN A. MORAN, AS TRUSTEE OF THE
OWEN A. MORAN TRUST DATED APRIL 30,
2009**

By: 
Name: Owen A. Moran
Title: Trustee


JEAN MORAN, individually

**JEAN B. MORAN, AS TRUSTEE OF THE
MORAN 2012 GIFT TRUST**

By: 
Name: Jean B. Moran
Title: Trustee

LENDER:

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

By: 
Its: Officer

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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 22 day of March, 2013.

E. Cornell

Notary Public

My Commission Expires: 3/14/16



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 OWEN A. MORAN, AS TRUSTEE OF THE OWEN A. MORAN TRUST DATED APRIL 30, 2009, 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 signed and delivered said instrument as his own free and voluntary act, and the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of March, 2013.

E. Cornell

Notary Public

My Commission Expires: 3/14/16



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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 JEAN MORAN, 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 she signed and delivered said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of March, 2013.

E. Cornell

Notary Public

My Commission Expires: 3/14/16



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 JEAN B. MORAN, AS TRUSTEE OF THE MORAN 2012 GIFT TRUST, 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 she signed and delivered said instrument as her own free and voluntary act, and the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of March, 2013.

E. Cornell

Notary Public

My Commission Expires: 3/14/16

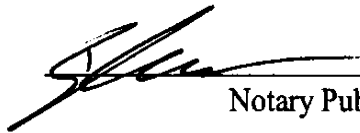


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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

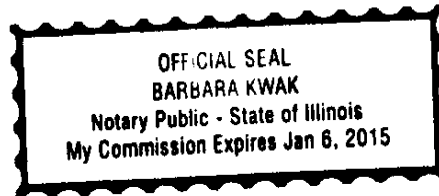
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Candelino the officer of THE PRIVATEBANK AND TRUST COMPANY, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day 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 11 day of April, 2013.



Notary Public

My Commission Expires: 1/6/15



Property of Cook County Clerk's Office

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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 $\frac{1}{4}$, thence 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