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Karen A. Yarbrough  
Cook County Recorder of Deeds  
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**FIRST AMENDMENT TO ASSIGNMENT  
OF LEASES AND RENTS**

**BY**

**TOLLWAY, L.L.C.,  
AN ILLINOIS LIMITED LIABILITY COMPANY**

**TO AND FOR THE BENEFIT OF**

**THE PRIVATEBANK AND TRUST COMPANY,  
AN ILLINOIS STATE CHARTERED BANK**

**This Document Prepared by and After  
Recording Return to:**  
Joel V. Sestito, Esq.  
Ginsberg Jacobs, LLC  
300 South Wacker Drive  
Suite 2450  
Chicago, Illinois 60606

**FIDELITY NATIONAL TITLE** 09910778  
Jof4

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## FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**"), is dated as of this 20th day of December, 2012 with an effective date of September 22, 2012, by TOLLWAY, L.L.C., an Illinois liability company (the "**Borrower**"), for the benefit of THE PRIVATEBANK AND TRUST COMPANY, AN ILLINOIS STATE CHARTERED BANK (together with any and all of its successors and assigns, "**Lender**").

### WITNESSETH

WHEREAS, Lender has made a certain loan to Borrower in the original principal amount of Two Million Four Hundred Thousand Dollars (\$2,400,000.00) (the "**Original Loan**"). The Original Loan is evidenced by that certain Promissory Note dated September 22, 2010 in the original principal amount of Two Million Four Hundred Thousand Dollars (\$2,400,000.00) from Borrower payable to the order of Lender (the "**Original Note**").

WHEREAS, the Original Loan is secured by (i) that certain Open-End Mortgage, Security Agreement and UCC Fixture Filing, made by Borrower for the benefit of Lender, dated as of September 22, 2010 and recorded September 23, 2010 in the official records of the Cook County Recorder's Office as Document No. 1026629016 (the "**Original Mortgage**") and encumbering certain real property located in Cook County, Illinois as more particularly described on Exhibit A attached to and made a part hereof (the "**Property**"); (ii) that certain Assignment of Leases and Rents, made by Borrower for the benefit of Lender, dated as of September 22, 2010 and recorded September 23, 2010 in the official records of the Cook County Recorder's Office as Document No. 1026629017 (the "**Original Assignment of Rents**"); (iii) that certain Indemnity Agreement dated as of September 22, 2010 executed and delivered by Borrower to Lender (the "**Indemnity**"); (iv) that certain Guaranty Agreement dated as of September 22, 2010 executed by George A. Moser ("**G.A. Moser**"), George M. Moser ("**G.M. Moser**") and Douglas Altenberger ("**Altenberger**"); together with G.A. Moser and G.M. Moser, jointly and severally, herein collectively referred to as the "**Guarantors**", jointly and severally, in favor of Lender and guaranteeing all of Borrower's obligations to Lender (the "**Original Guaranty**"); together with the Original Loan, the Original Note, the Original Mortgage and the Original Assignment of Rents, collectively, the "**Original Loan Documents**"; and (v) certain other documents securing repayment of the Original Loan.

WHEREAS, Borrower has requested, among other matters, that the maturity date of the Original Note be extended to January 24, 2013 and Lender has agreed to such change subject to the due execution and delivery of this Amendment and the due execution and delivery of the following Loan Documents (collectively, with this Amendment, the "**Loan Modification Documents**"), each dated as of even date herewith as this Amendment: (i) that certain Amended and Restated Promissory Note in the original principal amount of Two Million Thirty-Five Thousand Dollars (\$2,035,000.00) from Borrower payable to the order of Lender (together with the Original Note, as amended, modified and restated from time to time, the "**Note**"), (ii) that certain Reaffirmation of Guaranty made by the Guarantors, jointly and severally, in favor of Lender (together with the Original Guaranty, as amended, modified, reaffirmed and restated from time to time, the "**Guaranty**"), (iii) that certain First Amendment to Loan Documents made

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by Borrower, the Guarantors and Lender (the “**First Amendment to Loan Documents**”), and (iv) that certain First Amendment to Mortgage of Real Property, Security Agreement of Personal Property, Assignment of Rents and Profits and Fixtures Financing Statement made by Borrower for the benefit of Lender (together with the Original Mortgage, as amended, modified, reaffirmed and restated from time to time, the “**Mortgage**”). The Mortgage, the Note, the Guaranty, the First Amendment to Loan Documents, this Amendment and each of the other documents evidencing or securing the Loan, as each may be modified, amended or restated by the Loan Modification Documents and as may be further amended, restated, supplemented and in effect from time to time are hereinafter referred to collectively as the “**Loan Documents**.”

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower agrees as follows:

1. Amendment Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Loan Documents.
2. Loan Documents. All references in the Loan Documents to the “Assignment of Rents” shall mean the Original Assignment of Rents as amended by this Amendment and as may be further amended, restated, modified or supplemented and in effect from time to time. All references to the “Note” in the Original Assignment of Rents shall mean the Note. All references to the loan amount of Two Million Four Hundred Thousand Dollars (\$2,400,000.00) shall be deleted in their entirety and replaced with Two Million Thirty-Five Thousand Dollars (\$2,035,000.00).
3. Waiver of Claims. Borrower acknowledges, confirms and agrees that, to its knowledge, as of the date hereof, it has no offsets, defenses, claims or counterclaims against Lender with respect to any of its liabilities and Indebtedness or obligations owing to Lender, and, to the extent that Borrower currently has or has ever had any such offsets, defenses, claims or counterclaims, Borrower hereby specifically WAIVES and RELEASES any and all rights to such offsets, defenses, claims or counterclaims, provided, that the foregoing shall not act as a waiver or release of any offsets, defenses, claims, or counterclaims Borrower may have subsequent to the date hereof.
4. Ratification. Borrower hereby ratifies, confirms and reaffirms all covenants, warranties and representations set forth in the Mortgage and the other Loan Documents to which it is a party as being true as of the date hereof (taking into account any knowledge or other qualifiers contained in such covenants, warranties, and representations). Without limiting the generality of the foregoing, Borrower hereby warrants and represents to Lender that, upon the effectiveness of this Amendment, no Event of Default will have occurred and be continuing. Except as amended hereby, all terms and conditions of the Mortgage and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.
5. Conditions to Effectiveness. This Amendment shall not be effective until each of the following conditions precedent have been fulfilled to the satisfaction of Lender:
  - a. Borrower shall have made a principal payment to the Lender in the amount equal to One Hundred Twenty-Five Thousand Dollars (\$125,000.00).

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b. This Amendment shall have been duly executed and delivered by the respective parties hereto.

c. The Loan Modification Documents shall have been duly executed and delivered by the respective parties hereto.

d. Borrower shall have delivered to Lender an endorsement to Lender's existing title policy in connection with the recording of this Amendment, in form and substance acceptable to Lender in its sole discretion.

e. Borrower shall have paid all costs and expenses of Lender, including, without limitation, the costs and expenses of the endorsement to Lender's title policy, and reasonable attorneys' fees in connection with the preparation, negotiation, execution and delivery of this Amendment and the other documents delivered in connection herewith.

6. Notices. Any notice, demand, request or other communication which nay party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (i) if hand delivered, or (ii) if delivered by overnight courier service, effective on the day following delivery to such courier service or (iii) if mailed by United States registered or certified mail, postage prepaid, return receipt requested, effective two (2) business days after deposit in the United States mails addressed as follows:

**If to Borrower:**

Tollway, L.L.C.

2500 West Higgins Road, Suite 400

Hoffman estates, Illinois 60195

Attention: George A. Moser, George M. Moser, and Douglas  
Altenberger

**With a copy to:**

Roetzel & Andress

Two Financial Plaza

20 South Clark Street, Suite 300

Chicago, IL 60603

Attention: Benjamin Shapiro, Esq.

**If to Lender:**

The PrivateBank and Trust Company

120 South LaSalle Street

Chicago, Illinois 60603

Attention: Paul Grusecki

**With a copy to:**

Ginsberg Jacobs LLC

300 South Wacker Drive

Chicago, Illinois 60606

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Attention: Joel V. Sestito

7. Miscellaneous.

a. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

b. This Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

c. Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Amendment.

d. Borrower warrants and represents that it has consulted with independent legal counsel of its selection in connection with this Amendment and is not relying on any representations or warranties of Lender or its counsel in entering into this Amendment.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, Borrower has caused this Amendment to be duly executed and delivered as of the day and year first above written.

**BORROWER:**

TOLLWAY, L.L.C.,  
an Illinois limited liability company

By: *[Signature]*  
Name: GEORGE A. MOSER  
Its: MEMBER

STATE OF Illinois )  
  ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that George A. Moser is Member of TOLLWAY, L.L.C., an Illinois limited liability company, 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 signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4<sup>th</sup> day of December 2012.

*[Signature]*  
Notary Public

My Commission Expires \_\_\_\_\_  
OFFICIAL SEAL  
MARSHA SULLIVAN  
Notary Public - State of Illinois  
My Commission Expires Nov 08, 2014

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IN WITNESS WHEREOF, Lender has caused this Amendment to be duly executed and delivered as of the day and year first above written.

**LENDER:**

THE PRIVATEBANK AND TRUST COMPANY,  
an Illinois state chartered bank

By: [Signature]  
Name: Paul Grusecki  
Title: Officer

STATE OF IL )  
COUNTY OF COOK ) S.S.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Grusecki, the Officer of THE PRIVATEBANK AND TRUST COMPANY, 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 signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day of December 2012.  
[Signature]  
Notary Public



My Commission Expires:  
2/10/15

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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

THE WEST 368.57 (AS MEASURED ALONG THE NORTH LINE THEREOF) OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 84 DEGREES 34 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 121.44 FEET; (1.84 CHAINS); THENCE NORTH 1 DEGREE 07 MINUTES 40 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1066.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 02 MINUTES 52 SECONDS WEST, A DISTANCE OF 1010 FEET TO A POINT, SAID POINT BEING 1276 FEET NORTHERLY MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF SAID SECTION 6; THENCE SOUTH 83 DEGREES 35 MINUTES 34 SECONDS WEST, A DISTANCE OF 585 FEET TO THE MOST EASTERLY CORNER OF LOT 3 IN BARRINGTON SQUARE INDUSTRIAL CENTER UNIT ONE, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, AFORESAID; AS PER PLAT THEREOF RECORDED NOVEMBER 20, 1970 DOCUMENT NUMBER 21323708; THENCE NORTH 0 DEGREES 09 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID BARRINGTON SQUARE INDUSTRIAL CENTER UNIT ONE, A DISTANCE OF 311.13 FEET TO THE SOUTH LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED PER DOCUMENT NUMBER 17299325 AND RECORDED AUGUST 25, 1958; THENCE NORTH 89 DEGREES 50 MINUTES 34 SECONDS EAST ALONG SAID SOUTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 1592.11 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 121.44 FEET (1.84 CHAINS) (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 6) OF SECTION 6 AFORESAID; THENCE SOUTH 1 DEGREE 07 MINUTES 40 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 372.55 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-06-200-013-0000

COMMON ADDRESS: 2305 PEMBROKE AVENUE, HOFFMAN ESTATES, IL 60195