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This Document Prepared By
and After Recording Return To:

Sarah C. Thrasher, Esq.
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

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**FIRST SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS**

This First Supplement to Mortgage and Security Agreement with Assignment of Rents (this "Supplement") is dated as of July 17, 2013 from CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, not personally but as Trustee under Trust Agreement dated December 9, 1994 and known as Trust No. 1100121, with its mailing address at 10 South LaSalle Street, Suite 2750, Chicago, Illinois 60603 (hereinafter referred to as "Mortgagor") to BMO HARRIS BANK N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "Mortgagee");

WITNESSETH THAT:

WHEREAS, Mortgagor did heretofore execute and deliver to Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of February 22, 2013, and recorded in the Office of the County Recorder of Cook County, Illinois, on April 4, 2013, as Document No. 1309444081 (the "Mortgage"), encumbering the property described on Schedule I attached hereto, in order to secure certain indebtedness of Graham C-Stofes Co. Mackin Land Company, LLC and certain other borrowers party to the Credit Agreement as hereinafter defined (together, the "Existing Borrowers") now or from time to time owing to Mortgagee, and

WHEREAS, the Mortgage currently secures, among other things, the indebtedness, obligations and liabilities of the Existing Borrowers pursuant to that certain Amended and Restated Credit Agreement (as may be amended from time to time, including the Amendment as hereinafter defined, the "Credit Agreement") dated as of February 22, 2013, whereby Mortgagee has agreed to, among other things, extend to the Existing Borrowers a term loan in the principal amount of up to \$14,000,000 (the "Existing Term Loan"), and extend a revolving credit facility to the Existing Borrowers from which to make revolving loans and issue standby and commercial letters of credit to the Existing Borrowers in the principal amount of up to \$2,000,000 (the "Revolving Credit") as evidenced by (i) that certain Term Note of the Existing Borrowers dated as of February 22, 2013 and payable to the order of Mortgagee in the principal

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amount of \$14,000,000, whereby the Existing Borrowers jointly and severally promise to pay said principal sum together with interest thereon at the rates and times specified in the Credit Agreement, with a final maturity of all principal and interest to be paid on February 22, 2016 (the "*Existing Term Note*") and (ii) that certain Revolving Note of the Existing Borrowers dated as of February 22, 2013 and payable to the order of Mortgagee in the principal amount of \$2,000,000, whereby the Existing Borrowers jointly and severally promise to pay said principal sum together with interest thereon at the rates and times specified in the Credit Agreement, with a final maturity of all principal and interest to be paid on February 22, 2016 (the "*Existing Revolving Note*"); and

WHEREAS, pursuant to the terms of the Credit Agreement, Mortgagee may from time to time issue standby and commercial letters of credit (the "*Letters of Credit*") for the account of the Existing Borrowers with expiry dates as referred to in the Credit Agreement in an aggregate face amount which, when combined with the principal amount of loans outstanding under the Revolving Credit from time to time, shall not at any one time exceed \$2,000,000; and

WHEREAS, the Existing Borrowers may from time to time (i) enter into one or more agreements with respect to, among other things, interest rate, foreign currency and/or commodity exchange, swap, cap, collar, floor, forward, option or other similar agreements with Mortgagee or its affiliates, for the purpose of hedging or otherwise protecting against interest rate, foreign currency and/or commodity exposure (such agreements as the same may be amended or modified from time to time being hereinafter referred to as "*Hedging Agreements*" and the liability of the Existing Borrowers in respect of such Hedging Agreements being hereinafter referred to as "*Hedging Liability*") and (ii) enter into one or more agreements with Mortgagee or its affiliates, with respect to each and any of the following bank products and services provided to any Existing Borrower by Mortgagee or its affiliates: (a) credit cards for commercial customers (including, without limitation, "commercial credit cards" and purchasing cards), (b) stored value cards, and (c) treasury management services, including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services (such agreements as the same may be amended or modified from time to time being hereinafter referred to as "*Bank Product Agreements*" and the liability of the Existing Borrowers in respect of such Bank Product Agreements being hereinafter referred to as "*Bank Product Obligations*"); and

WHEREAS, the Existing Borrowers, certain other additional borrowers (such other additional borrowers, together with the Existing Borrowers, the "*Borrowers*"), and Mortgagee have entered into that certain First Amendment to Amended and Restated Credit Agreement dated as of July 17, 2013 (the "*Amendment*"), pursuant to which, among other things: (i) such additional borrowers were added as Borrowers under the Credit Agreement, (ii) Mortgagee extended to the Borrowers a term loan in the principal amount of up to \$22,117,013 in substitution of and replacement for the Existing Term Loan (the "*Term Loan*"), and (iii) Mortgagee extended the termination date of the Revolving Credit;

WHEREAS, the Borrowers are justly and truly indebted to Mortgagee in the aggregate principal sum of \$24,117,013 as evidenced by (i) that certain Term Note of the Borrowers dated as of July 17, 2013 and payable to the order of Mortgagee in the principal amount of

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\$22,117,013, whereby the Borrowers jointly and severally promise to pay said principal sum together with interest thereon at the rates and the times specified in the Credit Agreement, with a final maturity of all principal and interest to be paid on July 17, 2018 (such promissory note, issued in substitution of and replacement for the Existing Term Note, and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "*Term Note*") and (ii) that certain Revolving Note of the Borrowers dated as of July 17, 2013 and payable to the order of Mortgagee in the principal amount of \$2,000,000, whereby the Borrowers jointly and severally promise to pay said principal sum together with interest thereon at the rates and times specified in the Credit Agreement, with a final maturity of all principal and interest to be paid on July 17, 2018 (such promissory note, issued in substitution of and replacement for the Existing Revolving Note, and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "*Revolving Note*" and together with the Term Note, collectively referred to herein as the "*Notes*"); and

WHEREAS, as a condition precedent to the execution and delivery by Mortgagee of the Amendment, increasing the amount of the Term Loan, extending the maturity date of the Term Loan, extending the termination date of the Revolving Credit, and making certain other financial accommodations to the Borrowers (collectively, the "*Supplement Consideration*"), Mortgagee requires Mortgagor, and to accommodate that requirement Mortgagor desires by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of Mortgagor which are currently subject to the lien of the Mortgage be and constitute security for the Term Loan, the Revolving Credit, the Hedging Liability of each Borrower (as defined herein), and the Bank Product Obligations of each Borrower (as defined herein) which are evidenced or issued pursuant to the Term Note, the Revolving Note, the Hedging Agreements, and the Bank Product Agreements, respectively; and

WHEREAS, the Mortgage shall continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for and in consideration of the Supplement Consideration and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage is hereby supplemented as follows, to wit:

To secure (i) the payment of the principal and premium, if any, of and interest on the Notes (as defined in this Supplement) as and when the same become due and payable (whether by lapse of time, acceleration or otherwise) and all advances now or hereafter made thereon, (ii) the payment of all sums due or owing with respect to Hedging Liability of each Borrower including the additional borrowers party to the Credit Agreement pursuant to the Amendment and Bank Product Obligations of each Borrower including the additional borrowers party to the Credit Agreement pursuant to the Amendment, (iii) the payment and performance of all obligations arising under any applications executed by the Borrowers in connection with any of the Letters of Credit, including the obligation of the Borrowers to reimburse Mortgagee

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for any draws under the Letters of Credit, (iv) the payment of all other indebtedness, obligations and liabilities which the Mortgage secures pursuant to any of its terms, and (v) the performance and observance of the covenants and agreements contained in the Mortgage (as supplemented and amended hereby), the Credit Agreement, the Notes, the Hedging Agreements, the Bank Product Obligations and any other instrument or document securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations, agreements and liabilities described in clauses (i), (ii), (iii), (iv) and (v) above being hereinafter collectively referred to as the "*indebtedness hereby secured*"): Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, its successors and assigns (for the benefit of itself and as representative for the benefit of its affiliates), and grant to Mortgagee its successors and assigns (for the benefit of itself and as representative for the benefit of its affiliates), a continuing security interest in, all and singular the properties, rights, interests and privileges owned by Mortgagor described in Granting Clauses I, II, III, IV, V, VI, and VII of the Mortgage. The foregoing grant of a lien is in addition to and supplemental of and not in substitution for the grant of the lien created and provided for by the Mortgage and nothing herein contained shall affect or impair the lien or priority of the Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

As and for the Supplement Consideration, and to accept this Supplement, Mortgagor hereby further covenants and agrees with, and represent and warrant to, Mortgagee as follows:

1. Section 28 of the Mortgage shall be amended and restated in its entirety to read as follows:

28. *Revolving Credit Loans.* This Mortgage is given to secure, among other things, revolving credit loans and shall secure not only presently existing indebtedness under the Credit Agreement but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness hereby secured outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness hereby secured, including future advances, from the time of its filing for record in the recorder's or registrar's office in the county in which the Mortgaged Premises are located. The total amount of indebtedness hereby secured may increase or decrease from time to time, but the total unpaid balance of indebtedness hereby secured (including disbursements which Mortgagee may make under this Mortgage, the Credit Agreement or any other documents related thereto) at any

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one time outstanding shall not exceed a maximum principal amount of Forty-Eight Million Two Hundred Thirty-Four Thousand Twenty-Six Dollars (\$48,234,026) plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Premises and interest on such disbursements (all such indebtedness being hereinafter referred to as the "*maximum amount secured hereby*"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Premises, to the extent of the maximum amount secured hereby.

2. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct in all material respects and that no Event of Default (as such term is defined in the Mortgage), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Supplement. Mortgagor hereby repeats and reaffirms all covenants and agreements contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

3. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage as supplemented hereby shall have the same meanings in the Mortgage as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "*indebtedness hereby secured*" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby; all references in the Mortgage to the term "*Credit Agreement*" shall be deemed references to the term Credit Agreement as defined herein, as the same may from time to time hereafter be amended, modified or restated; and all references in the Mortgage to the terms "*Borrower*" and "*Borrowers*" shall be deemed references to the term "*Borrower*" and "*Borrowers*", respectively, as defined herein; and all references in the Mortgage to the terms "*Note*" and "*Notes*" shall be deemed references to the terms "*Note*" and "*Notes*", respectively as defined herein and any and all notes issued in extension or renewal thereof or in substitution or replacement thereof.

4. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby.

5. Mortgagor acknowledges and agrees that the Mortgage as supplemented hereby is and shall remain in full force and effect, and that the Mortgaged Premises is and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the indebtedness hereby secured, including without limitation, the Term Loan made by Mortgagee to the Borrowers under the Credit Agreement as amended by the

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Amendment which is evidenced by the Term Note, the Revolving Credit in the form or loans and letters of credit made by Mortgagee to the Borrowers under the Credit Agreement as amended by the Amendment which is evidenced by the Revolving Note, the Hedging Liability of each Borrower (including the additional borrowers party to the Credit Agreement pursuant to the Amendment) pursuant to the Hedging Agreements (including the additional borrowers party to the Credit Agreement pursuant to the Amendment) and the Bank Product Obligations pursuant to the Bank Product Agreements. Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of Mortgagor thereunder, and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgement and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the Mortgage as supplemented hereby.

6. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

7. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage to be deemed to be a reference to the Mortgage as supplemented hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

8. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of Mortgagor or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASST. VICE PRESIDENT, and its corporate seal to be hereunto affixed (see attached rider for Exculpatory Provision of Chicago Title Land Trust Company) as of the day and year first above written.



CHICAGO TITLE LAND TRUST COMPANY, as Trustee as aforesaid and not personally

By Kelli A. Beyer
Name Kelli A. Beyer
Title ASST. VICE PRESIDENT

ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

Accepted and agreed to.

BMO HARRIS BANK N.A.

By _____
Name Kimberly Yates
Title Senior Vice President

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Exoneration Rider

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 CHICAGO TITLE LAND TRUST COMPANY, 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.

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IN WITNESS WHEREOF, CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its _____, and its corporate seal to be hereunto affixed (see attached rider for Exculpatory Provision of Chicago Title Land Trust Company) as of the day and year first above written.

CHICAGO TITLE LAND TRUST COMPANY, as
Trustee as aforesaid and not personally

By _____
Name _____
Title _____

Accepted and agreed to.

BMO HARRIS BANK N.A.

By Kimberly Yates
Name Kimberly Yates
Title Senior Vice President

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 17th day of July, 2013, before me, a Notary Public, the undersigned officer, personally appeared Kelli A. Beyer, who acknowledged himself/herself to be the ASST. VICE PRESIDENT of Chicago Title Land Trust Company, an Illinois corporation, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said company by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sherrithe Pearson
 Notary Public

My commission expires:



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SCHEDULE I

LEGAL DESCRIPTION

PARCEL 1

Lot 2A in the Resubdivision of Lot 2 in Palatine and State Subdivision, being a Subdivision in the Northwest Quarter of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, and the Northeast Quarter of Section 19, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded September 23, 1964, as document no. 19253056,

Except that part of Lot 2A described as follows:

Beginning at the Northwest corner of said Lot 2A, thence East along the North line of said Lot 2A, a distance of 226.2 feet to the Northeast corner of said Lot 2A; thence South 01 degrees, 21 minutes, 36 seconds East, along the East line of said Lot 2A, a distance of 54.00 feet; thence West parallel with the North line of said Lot 2A, a distance of 125.66 feet to a point of curvature; thence Southwesterly along the arc of a circle, being tangent to last described line, having a radius of 73 feet and being convex to the Northwest, an arc distance of 38.45 feet to a point of reverse curvature; thence Southwesterly along the arc of a circle, having a radius of 127 feet and being convex to the Southeast, an arc distance of 60.73 feet to a point on the West line of said Lot 2A; thence North 0 degrees, 21 minutes, 36 seconds West along the West line of said Lot 2A, 81.11 feet to the Northwest corner of said Lot 2A and the place of beginning, in Cook County, Illinois.

PARCEL 2:

Lot 2B in the Resubdivision of Lot 2 in Palatine and State Subdivision, being a Subdivision in the Northwest Quarter of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, and the Northeast Quarter of Section 19, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded September 23, 1964, as document no. 19253056, in Cook County, Illinois.

Property Address: 1800 North Arlington Heights Road, Arlington Heights, Illinois

P.I.N. Nos.: 03-20-100-015-0000 Vol. 232, 03-20-100-026-0000 Vol. 232