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***This Document Prepared By And
When Recorded Return To:***

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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/13/2013 11:30 AM Pg: 1 of 9

For Recorder's Use Only

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MEMORANDUM OF FIRST MODIFICATION AGREEMENT

THIS MEMORANDUM OF FIRST MODIFICATION AGREEMENT ("Memorandum") is executed as of August 30, 2013 by and between HOLMES TESTING, INC., an Illinois corporation ("Borrower"), and CENTRUST BANK, N.A., a national banking association ("Lender").

WITNESSETH:

WHEREAS, in June, 2013, Borrower, as Seller, entered into a Purchase and Sale Agreement with PRESTIGE CAPITAL CORPORATION, a New Jersey corporation ("Prestige"), as Prestige, pursuant to which Prestige will advance to Borrower an amount not to exceed \$1,000,000.00 for the sale by Borrower to Prestige of its right, title and interest in and to specific accounts receivable owing to Borrower, as more fully set forth in the Purchase and Sale Agreement; and

WHEREAS, in June, 2013, Prestige entered into an Intercreditor Agreement with Lender, pursuant to which Prestige will advance certain funds to Borrower, as requested from time to time, for purposes of paying Borrower's present and future accounts receivable owing to Lender (the "Prestige Facility"); and

WHEREAS, FORETREK ENVIRONMENTAL SOLUTIONS, INC., a dissolved Illinois corporation ("Foretrek"), which is only related to Borrower through common ownership of 100% by Jerome W. Dykstra; and

WHEREAS, on July 13, 2012, Lender made a commercial loan to Foretrek in the original principal amount of \$120,000.00 (the "Foretrek Loan"), which is secured by, among other things, a Promissory Note; and

WHEREAS, on November 28, 2012, Borrower executed a Promissory Note payable to Lender in the original principal amount of \$30,000.00 evidencing the legal fees incurred by Lender in connection with the Holmes Commercial Loan (the "Holmes \$30,000.00 Loan"); and

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WHEREAS, on December 8, 2011, Lender made a commercial loan to Borrower in the original principal amount of \$1,550,000.00 (the "**Holmes Commercial Loan**"); and

WHEREAS, the Holmes Commercial Loan is evidenced and secured by the following instruments, each dated as of December 8, 2011, unless otherwise noted (the "**Holmes Commercial Loan Instruments**"):

1. Business Loan Agreement between Borrower and Lender (the "**Loan Agreement**");
2. Promissory Note (the "**Holmes Commercial Note**") executed by Borrower payable to Lender in the original principal amount of ONE MILLION FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,550,000.00);
3. Commercial Guaranty Agreement executed by the Guarantor of the Holmes Commercial Loan ("**Guarantor**") to and for the benefit of Lender (the "**Guaranty**");
4. Commercial Security Agreement executed by Borrower, as Grantor, to and for the benefit of Lender (the "**Security Agreement**");
5. Commercial Pledge Agreement executed by Borrower and Guarantor, as Grantor, to and for the benefit of Lender (the "**Pledge Agreement**"); and
6. Any and all other documents or instruments given at any time to evidence and secure the Holmes Commercial Loan.

WHEREAS, effective as of the date of this Agreement, Lender has requested that Borrower provide additional collateral to secure the Holmes Commercial Loan, and Borrower has agreed to pledge two (2) Junior Mortgages covering certain real property, as legally described on Exhibits "A-1" and "A-2" attached hereto, two (2) Pledge Agreements, a UCC-1 Financing Statement for any and all past, present and future accounts receivable to be received by Borrower, and a UCC-1 Financing Statement covering any and all inventory, equipment and other property of Borrower, as set forth in detail on the Exhibit "A" attached to said Financing Statement; and

WHEREAS, Borrower has obtained from Prestige a \$75,000.00 advance under the Prestige Facility in order to bifurcate the Holmes Commercial Note by creating two (2) separate notes which, when taken together, will represent the Holmes Commercial Loan. Specifically, Borrower shall execute a Promissory Note in the amount of \$962,249.00 and a Revolving Line of Credit Note in the amount of \$400,000.00, for a total Holmes Commercial Loan amount of \$1,362,249.00; and

WHEREAS, effective as of the date of this Agreement, Borrower and Lender shall execute a First Loan Modification Agreement (the "**Modification Agreement**");

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WHEREAS, as of August 30, 2013, there is an outstanding principal balance due and owing to Lender on the Holmes Commercial Note in the amount of \$1,362,249.00; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Modification of Loan Documents.** Effective as of the date hereof, and subject to the terms and conditions of the Modification Agreement, the terms and provisions of the Holmes Commercial Loan Instruments are hereby modified and amended, so as to, among other things, change the Maturity Date of the Holmes Commercial Loan to June 30, 2014.

2. **Reaffirmation of Loan Documents.** Except as provided in the Modification Agreement, Borrower and Lender hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Holmes Commercial Loan Instruments, and Borrower agrees that said terms, provisions, representations and warranties shall remain in full force and effect.

3. **Recording Purposes Only.** This Memorandum is executed for recording purposes only and is intended solely to give notice of certain terms of the Modification Agreement. This Memorandum shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Modification Agreement or the Holmes Commercial Loan Instruments. The parties hereto agree that, in the event of any conflict between the terms of this Memorandum and the terms of the Holmes Commercial Loan Instruments, as amended by the Modification Agreement and as may be further amended from time to time, the terms of the Holmes Commercial Loan Instruments shall govern and control.

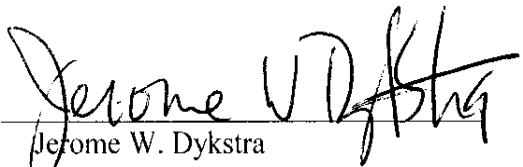
4. **Counterparts.** This Memorandum may be executed by the parties hereto in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Memorandum.

[Signatures on following pages]

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IN WITNESS WHEREOF, the undersigned have executed and acknowledged the foregoing Memorandum as of the date and year first above written.

HOLMES TESTING, INC., an Illinois corporation, *Borrower*

By: 
Jerome W. Dykstra
President

This Instrument Prepared by:

Richard C. Jones, Jr., Esq.
Carolyn D. Strahammer, Esq.
RICHARD JONES & ASSOCIATES, LTD.
77 West Washington Street
Suite 2100
Chicago, Illinois 60602
(312) 419-0700

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IN WITNESS WHEREOF, Lender has executed and acknowledged the foregoing Memorandum as of the date and year first above written.

CENTRUST BANK, N.A., a national banking association

By: Kristin Kensehall
Name: Kristin Kensehall
Its: Vice President

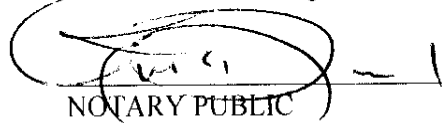
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **JEROME W. DYKSTRA**, known to me to be the President of **HOLMES TESTING, INC.**, an Illinois corporation, and the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged to me that he signed and delivered the foregoing instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of August, 2013.


NOTARY PUBLIC

My Commission Expires:

3-5-2013

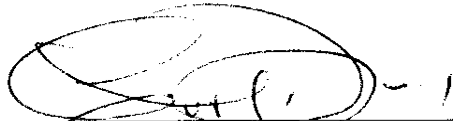


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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Kristin Heaschall, known to me to be the Vice President of CENTRUST BANK, N.A., a national banking association, appeared before me this day in person and acknowledged to me that he/she signed and delivered the foregoing 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 31st day of August, 2013.



NOTARY PUBLIC

My Commission Expires:

3-5-2014



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EXHIBIT A-1

LEGAL DESCRIPTION —CHICAGO RESIDENCE

UNIT B IN THE ORCHARD LANE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 20998235 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2229 North Orchard Street
Unit B
Chicago, Illinois 60614

Permanent Index No.: 14-33-109-041-1002

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EXHIBIT A-2

LEGAL DESCRIPTION –PALATINE RESIDENCE

LOT 33 IN BLOCK 38 IN WINSTON PARK NORTHWEST UNIT NO. 3, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS MAY 21, 1962 AS DOCUMENT NO. 18480176, IN COOK COUNTY, ILLINOIS.

Common Address: 1153 East Patten Drive
Palatine, Illinois 60074

Permanent Index No.: 02-13-108-033-0000