

**When Recorded Return To and
Document Prepared By:**

Valerie J. Freireich
Chuhak & Tecson, P.C.
30 S. Wacker Drive, Suite 2600
Chicago, IL 60606

ILLINOIS REAL ESTATE
2025 Tonie Road
Elk Grove Village, IL 60007
and
625 Pratt Boulevard
Elk Grove Village, IL 60007

Permanent Index Numbers:
08-34-300-049-0000 &
08-34-300-050-0000
and
08-34-307-002-0000

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

**LOAN DOCUMENT
MODIFICATION AGREEMENT**

This LOAN DOCUMENT MODIFICATION AGREEMENT ("**Agreement**") is made and effective as of December 19, 2013 by and between BMO HARRIS BANK N.A., and its successors and assigns ("**Lender**") and OTEPW LLC, an Illinois limited liability company ("**Borrower**"). Wigdahl Electric Company, an Illinois corporation ("**Electric**"), S.W.R., Inc., an Illinois corporation ("**SWR**") and David A. Wigdahl, an individual ("**David**" and together with Electric and SWR, the "**Guarantors**" or each individually, a "**Guarantor**") join in this Agreement. For convenience of reference, Borrower and Guarantors are hereinafter sometimes referred to collectively as the "**Obligors**".

RECITALS

- A. On or about the date of this Agreement, the Lender has provided Borrower with a commercial mortgage loan facility in the original principal amount of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) and internally referenced by Lender as Loan No. 326725 ("**Loan**").
- B. The Loan will be evidenced and secured by certain documents of even date herewith internally prepared by Lender using a software document preparation program regularly used by Lender for the preparation of loan documents. The documents evidencing and securing the Loan include, but are not limited to, that certain Promissory Note from Borrower in favor of

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Lender dated December 19, 2013 in the original principal amount of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) ("**Note**"), that certain Business Loan Agreement dated December 19, 2013 by and between Borrower and Lender ("**Loan Agreement**"), that certain Commercial Security Agreement dated December 19, 2013 from Electric, as Grantor to and in favor of Lender ("**Security Agreement**"), that certain Mortgage from Borrower to and in favor of Lender creating a lien on certain real property commonly known as 2025 Tonne Road, Elk Grove Village, Illinois 60007 and legally described as set forth on Exhibit A attached hereto and incorporated herein by reference as Parcel 1 ("**Real Estate**") dated December 19, 2013 ("**Mortgage**"), that certain Assignment of Rents dated December 19, 2013 creating a lien in favor of Lender on the Real Estate ("**Assignment of Rents**"), that certain Modification of Mortgage dated December 19, 2013 extending an existing mortgage on certain real property commonly known as 625 Pratt Boulevard, Elk Grove Village, Illinois 60007 and legally described as set forth on Exhibit A attached hereto and incorporated herein by reference as Parcel 2 ("**Pratt Property**") in favor of Lender to provide the Pratt Property as additional collateral for the Loan as well as for other loan facilities provided to other borrowers by Lender ("**Pratt Mortgage**"), those certain Commercial Guaranties dated December 19, 2013 each in favor of Lender from each of Electric, SWR and David (collectively, the "**Guaranties**"), those certain entity resolutions of Borrower, SWR and Electric (collectively, the "**Resolutions**") and certain additional ancillary documents. The Note, Loan Agreement, Security Agreement, Mortgage, Assignment of Rents, Pratt Mortgage, Guaranties and Resolutions together with any and all other notes, documents, instruments and agreements now or hereafter evidencing or securing the payment of the Loan, the grant, filing or perfection of liens in favor of Lender securing the Loan or the observance or performance of the obligations, indebtedness or liabilities arising from the Loan, and any and all amendments, modifications, restatements, replacements, substitutions, renewals, extensions and increases thereto whether heretofore or hereafter entered into in connection with the Loan, whether or not internally prepared by Lender and sometimes referred to therein as the "**Related Documents**" are referred to in this Agreement collectively as the "**Loan Documents**" and each separately as a "**Loan Document**".

- C. The Borrower has requested that certain modifications be made to the Loan Documents which are general in nature and/or which cannot easily be made internally by Lender using its document preparation software program. The Lender has agreed to make certain modifications to the Loan Documents. This Agreement has been prepared in order to modify all of the Loan Documents in a single document.
- D. Pursuant to their execution and joinder to this Agreement, the Guarantors agree to, confirm and ratify this Agreement and specifically agree that this

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Agreement shall be deemed to modify each Loan Document to which a Guarantor is a party.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Loan and Loan Documents as set forth in this Agreement.

AGREEMENTS

1. **Recitals.** The foregoing Recitals are hereby made a part of and incorporated into this Agreement by reference.

2. **Definitions.** All capitalized terms used in this Agreement shall have the meanings given to such terms in the Loan Agreement unless those terms are otherwise defined herein.

3. **Modifications to Loan Documents.** The modifications set forth in this Section 3 are made to, shall be applicable to, and shall be deemed to be included in all Loan Documents without regard for whether or not an instrument which expressly modifies a particular Loan Document is separately entered into by the Lender or any of the Obligor. In the event of any conflict between the terms of this Agreement and other Loan Documents, the terms and conditions of this Agreement shall prevail, govern and control; further, this Agreement is hereinafter included as one of the documents evidencing and describing the Loan and is a Loan Document. Specifically, this Agreement shall be deemed to modify and amend the Loan Agreement, Note and Guaranties to the full extent of any conflict between this Agreement, the Note, Loan Agreement and/or Guaranties.

3.1 **Notice Provision Regarding Events of Default.** Wherever in any Loan Document a definition of "Event of Default" is listed, the following shall be inserted to modify such definition:

"Notice Of Event of Default. Notwithstanding any other term or provision contained in the Loan Documents, Lender shall forbear from exercising its rights and remedies against Borrower or a Guarantor, as applicable, and no default shall constitute an Event of Default if the default is cured within the applicable grace period provided for such Event of Default, as follows:

- For any monetary default, Lender shall provide Borrower with ten (10) days written notice of such default; and
- For any non-monetary default which is of a type capable of cure as determined by Lender, Lender shall provide Borrower with thirty (30) days written notice of such default; provided that in the event a non-monetary default requires more than thirty (30) days to cure notwithstanding Borrower's diligence in performing such cure, then the Borrower shall be permitted reasonable additional time to cure the default, but no more than ninety (90) days from Lender's notice of default.

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- Borrower acknowledges, covenants and agrees that all defaults continue and are not waived during the applicable cure period.”

3.2 Events Affecting Guarantor as Event of Default. Wherever in any Loan Document a definition of “Event of Default” includes a provision regarding “Events Affecting Guarantor”, the following shall be inserted to modify such provision:

“Notwithstanding any other provisions regarding Events of Default, if David A. Wigdahl dies or becomes incompetent while the Loan is outstanding, his death or legal declaration of incompetency shall be an Event of Default, provided, however, the death or legal incompetency of David A. Wigdahl shall not constitute an Event of Default if within ninety (90) days following such death or determination of legal incompetency Lender is satisfied, in its discretion, that the management of Borrower and the other Guarantors are competent to perform the leadership functions formerly performed by David A. Wigdahl and, in addition, one of the following occurs: (i) Lender in its discretion determines that the probate estate of David A. Wigdahl (whether decedent’s estate or disabled adult estate) is credit worthy and that the Promissory Note and the Loan will be paid off in full during the pendency of such estate, the Borrower agrees in writing to any claim against the estate filed by the Lender and all Obligor agree that such estate is directly liable for the full amount guaranteed by David A. Wigdahl; OR (ii) an entity or natural person whose creditworthiness and business experience and skills are comparable to those of David A. Wigdahl and who is otherwise acceptable to the Lender in the Lender’s discretion executes an unlimited Commercial Guaranty of the Loan and the Note in favor of the Lender in form and substance acceptable to Lender OR (iii) Borrower tenders additional collateral security in favor of Lender or other protection which is satisfactory to Lender in its discretion as a substitute for the Commercial Guaranty of David A. Wigdahl.”

3.3 Confession of Judgment. Wherever in any Loan Document, if at all, a provision permits Lender directly or by its counsel to confess judgment on behalf of an Obligor, such provisions shall be and hereby is deleted.

3.4 Estate Planning. Notwithstanding any other provision contained in any Loan Document, including with respect to a prohibition or limitation on transfers or other dispositions of property, Lender agrees that David A. Wigdahl shall be permitted the right to make family wealth and estate planning transfers, including transfers to a trust or to family members for tax and estate planning purposes, provided however that such transfers to an entity shall be to an entity of which the majority interest is owned and controlled by David A. Wigdahl and further provided that Borrower shall first provide written notice to Lender of any such family wealth transfers of assets, estate planning related asset transfers and transfers to a trust (with a copy of such trust). Such transfers or dispositions shall not be deemed to create an Event of Default unless the transfer or the aggregate transfers undertaken cause the transferor to be insolvent or create a material adverse change in an Obligor’s financial condition.

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3.5 Security Agreements. Notwithstanding any other provision contained in any Loan Document, including in any grant of a security interest in accounts, Lender agrees that language such as the following: "At any time and even though no event of default exists, Lender may exercise its rights to collect the account and to notify the account debtors to make payment directly to lender for application to the indebtedness" shall be modified to state as follows: "At any time when an Event of Default exists, or when with the giving of notice or passage of time an Event of Default would exist, Lender may exercise its rights to collect the account and to notify the account debtors to make payment directly to Lender for application to the indebtedness."

4. Indebtedness and Collateral Acknowledged. Borrower acknowledges that the Loan and all liabilities evidenced by the Note and the other Loan Documents, as they may be amended from time to time, are just and owing and agrees to pay the Indebtedness in accordance with the Loan Documents, as they may be amended from time to time, including as amended by this Agreement. Borrower further acknowledges and agrees that no event has occurred and no condition presently exists that would constitute an Event of Default by Borrower under the Loan Agreement or by any Obligor under any of the other Loan Documents, with or without notice or lapse of time. As of the date of this Agreement, Borrower acknowledges that it has no defense, offset, or counterclaim to any of Borrower's obligations under the Loan Documents.

5. Validity of Loan Documents. Except as specifically modified or amended by the terms of this Agreement, all other terms and provisions of the Loan Agreement, Note and the other Loan Documents are and shall continue in full force and effect. Borrower hereby ratifies, affirms and acknowledges that the Loan Documents represent valid, enforceable and collectable obligations of Borrower, and that Borrower personally has no existing claims, defenses (personal or otherwise) or rights of set-off whatsoever with respect to the Loan, Indebtedness or any of the Loan Documents. Borrower ratifies, affirms and acknowledges the validity and enforceability of all mortgages and liens upon the Real Estate and Pratt Property.

6. Confirmation by Guarantors. Each Guarantor hereby ratifies, affirms and acknowledges his/its respective Commercial Guaranty and states that, except as specifically modified or amended by the terms of this Agreement, all other terms and provisions of the Guaranty and the other Loan Documents applicable to a Guarantor are and shall continue in full force and effect. Each Guarantor, by execution of this Agreement, hereby affirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in such Commercial Guaranty and acknowledges that he/it has no defense, offset, or counterclaim to any of his/its obligations under the Guaranty and other Loan Documents.

7. Expenses. The Borrower shall pay all costs and expenses in connection with the preparation of this Agreement and other related Loan Documents, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of the Lender or any affiliate or parent of the Lender. The Borrower shall pay any and all costs and expenses in connection with the execution and delivery of this Agreement and the other instruments and documents to be delivered hereunder, and agrees to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

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8. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

9. **Successors and Assigns.** This Agreement shall be binding upon the Borrower and the Lender and their respective successors and assigns, and shall inure to the benefit of the Borrower and the Lender and the successors and assigns of the Lender.

10. **Jurisdiction; Jury Waiver.** In any action arising out of or connected with this Agreement, the Loan Agreement, the Note or any other Loan Document (including and as modified by this Agreement), Borrower hereby expressly consents to the personal jurisdiction of any state or federal court located in Cook County, Illinois and also consents to service of process by any means authorized by federal or governing state law. **Borrower further affirms its waiver of the right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, the Loan Agreement, the Note or any other Loan Document.**

11. **Waiver.** Any waiver contained in this Agreement is singular in nature and should not be construed to represent a waiver of any other term of the Loan Documents, nor should any such waiver be considered continuing in nature.

12. **References to Loan Documents.** Each reference in the Loan Agreement, the Note or any other Loan Document to "this Agreement", "this Note", "hereunder", "hereof", or words of like import, and each reference to that Loan Document in any and all instruments or documents delivered in connection therewith, shall be deemed to refer to that Loan Document as amended by this Agreement.

13. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. At Lender's sole discretion, electronic records of executed Loan Documents maintained by the Lender shall be deemed to be originals thereof.

14. **Survival.** All representations, warranties, covenants, agreements, indemnities, waivers and releases of Borrower contained herein shall survive the payment in full of Borrower's Liabilities to Lender.

15. **Agreement Effective.** This Agreement shall become effective upon execution by the Borrower and the Lender and when joined in by the Guarantors.

16. **Enforceability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision shall as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

17. **Time.** Time is of the essence of this Agreement.

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18. **Conflict.** In the event of any conflict between the terms of this Agreement and other Loan Documents, the terms and conditions of this Agreement shall prevail, govern and control.

19. **Release of Claims Against Lender.** In consideration of the Lender making the Loan, the Borrower and all other Obligor do each hereby release and discharge the Lender of and from any and all claims, harm, injury, and damage of any and every kind, known or unknown, legal or equitable, which any Obligor may have against the Lender from the date of their respective first contact with the Lender until the date of this Agreement, including any claim arising from any reports (environmental reports, surveys, appraisals, etc.) prepared by any parties hired or recommended by the Lender. The Borrower and all other Obligor confirm to the Lender that they have reviewed the effect of this release with competent legal counsel of their choice, or have been afforded the opportunity to do so, prior to execution of this Agreement and the Loan Documents and do each acknowledge and agree that the Lender is relying upon this release in extending the Loan to the Borrower.

20. **Sections and Titles.** The sections and titles contained in this Agreement shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

21. **Drafting.** BORROWER AND LENDER ACKNOWLEDGE THEY HAVE BEEN ADVISED BY COUNSEL OF THEIR CHOICE WITH RESPECT TO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTION CONTEMPLATED HEREBY AND THEREBY, OR HAVE BEEN AFFORDED AN OPPORTUNITY TO BE SO ADVISED AND HAVE INDEPENDENTLY DETERMINED NOT TO CONSULT COUNSEL, AND SUCH COUNSEL HAS REVIEWED ALL OF THE FOREGOING AND PARTICIPATED IN THE NEGOTIATION THEREOF. EACH PARTY FURTHER ACKNOWLEDGES AND AGREES THAT (i) EACH OF THE TERM AND WAIVERS SET FORTH HEREIN WERE KNOWINGLY AND VOLUNTARILY MADE; (ii) NO REPRESENTATIVE OF LENDER OR BORROWER HAS WAIVED OR MODIFIED ANY OF THE PROVISIONS OF THIS AGREEMENT AS OF THE CLOSING DATE AND NO SUCH WAIVER OR MODIFICATION FOLLOWING THE DATE HEREOF SHALL BE EFFECTIVE UNLESS MADE IN ACCORDANCE WITH THE PROVISIONS HEREOF; AND (iii) ANY RULE OF CONSTRUCTION UNDER ANY APPLICABLE LAW TO THE EFFECT THAT AMBIGUITIES ARE TO BE RESOLVED AGAINST THE DRAFTING PARTY SHALL NOT BE EMPLOYED IN THE INTERPRETATION OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS.

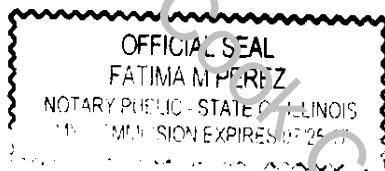
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STATE OF ILLINOIS)
) SS
COUNTY OF CLACK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that www. Deser, who is a Branch Manager of BMO HARRIS BANK N.A. ("Lender") who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free voluntary act as such officer(s) and as the free and voluntary act of said Lender, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19 day of Dec, 2013.

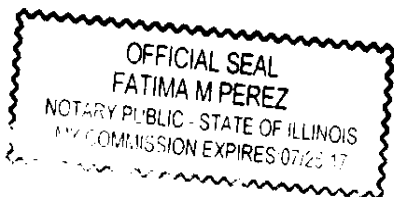


NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF CLACK)

I, the undersigned, a Notary Public in and for said County, and State aforesaid, DO HEREBY CERTIFY that David A. Wigdahl both individually and as the Manager of OTEPW LLC, an Illinois limited liability company ("Borrower"), 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 the said instrument as his own free and voluntary act both individually and also as the free and voluntary act of the Borrower for the uses and purposes set forth therein and the said David A. Wigdahl then and there caused the seal of said Borrower to be affixed to said instrument.

GIVEN under my hand and Notarial Seal this 19 day of Dec, 2013.



NOTARY PUBLIC

My commission expires: 7/25/17

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EXHIBIT A

LEGAL DESCRIPTIONS OF REAL PROPERTY

Parcel 1:

LOTS 1 AND 2 IN BERTHOLD SUBDIVISION IN THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1973 AS DOCUMENT 22476125, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as: 2025 Tonne Road, Elk Grove Village, IL 60007

PINS: 08-34-300-049-0000 & 08-34-300-050-0000

and

Parcel 2:

LOT 51 IN CENTEX INDUSTRIAL PARK UNIT NO. 26, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 625 Pratt Boulevard, Elk Grove Village, IL 60007

PIN: 08-34-307-002-0000