

**THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN  
TO:**

Andrew L. Glubisz  
Chuhak & Tecson, P.C.  
30 South Wacker Drive, Suite 2600  
Chicago, Illinois 60606

Property: 205 Huehl Rd.  
Northbrook, Illinois 60062

P.I.N.: 04-05-103-024-0000

Space Above This Line Reserved For Recorder's Use

8396-7273 <sup>CTI</sup>  
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("**Modification**") is made as of January 9, 2014, by CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Successor Trustee to First Chicago Bank of Ravenswood, as Trustee under a Trust Agreement dated March 17, 1986 and known as Trust 25-7659 ("**Mortgagor**"), to and for the benefit of NORTHBROOK BANK & TRUST COMPANY, a national banking association, its successors and assigns ("**Mortgagee**").

**RECITALS**

A. Mortgagor and Mortgagee have entered into a Junior Mortgage, Security Agreement and Assignment of Rents dated February 22, 2008, and recorded with the Cook County Recorder of Deeds on February 27, 2008, as Document No. 0805831089, as modified by that certain Modification of Mortgage by and between Mortgagor and Mortgagee dated July 23, 2008, and recorded with the Cook County Recorder of Deeds on August 14, 2008, as Document No. 0822705079, as modified by that certain Modification of Mortgage by and between Mortgagor and Mortgagee dated March 6, 2011, and recorded with the Cook County Recorder of Deeds on March 24, 2011, as Document No. 1108333038, as modified by that certain Modification of Mortgage by and between Mortgagor and Mortgagee dated September 1, 2011, and recorded with the Cook county Recorder of Deeds on October 11, 2011, as Document No. 1128412165 ("**Mortgage**"), affecting real property located in Cook County, Illinois and legally described as follows:

See Legal Description on Exhibit A, attached hereto and made a part hereof.

Commonly known as 205 Huehl Rd., Northbrook, Illinois 60062 ("**Real Estate**").

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B. The Mortgage currently secures a loan facility provided by Mortgagee to SAF-T GARD INTERNATIONAL, INC., an Illinois corporation ("**Borrower**"), on or about February 22, 2008, in the original principal amount of \$3,500,000.00, as thereafter modified ("**Loan**").

C. Mortgagee is willing to agree to again modify the Loan pursuant to a Fifth Modification of Loan Security Documents of even date herewith, by and between Borrower and Mortgagee, in relation to the Loan ("**Modification Agreement**"), provided that the Mortgage is modified in accordance with the terms of such Modification Agreement as hereinafter set forth. Any capitalized term not defined in herein shall have the definition ascribed to it in the Loan Documents (as defined in the Modification Agreement).

## MODIFICATIONS AND AGREEMENTS

1. Modifications. Mortgagee and Mortgagor hereby modify the Mortgage such that any reference in the Mortgage to the "Note" shall mean and refer to that certain Revolving Loan Note dated February 22, 2008, from Borrower in favor of Mortgagee, in the original principal amount of Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00), as modified by that certain Change in Terms Agreement dated July 23, 2008, executed by Borrower in favor of Mortgagee in the original principal amount of Three Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$3,750,000.00), as modified by that certain Revolving Loan Note dated November 1, 2008, from Borrower in favor of Mortgagee, in the original principal amount of Four Million and 00/100 Dollars (\$4,000,000.00), as modified by that certain Modified Revolving Note dated November 1, 2010, from Borrower in favor of Mortgagee, in the original principal amount of Four Million and 00/100 Dollars (\$4,000,000.00) as modified by that certain Modified Revolving Note dated March 6, 2011, from Borrower in favor of Mortgagee, in the original principal amount of Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00), as modified by that certain Modified Revolving Note dated September 1, 2011, from Borrower in favor of Mortgagee, in the original principal amount of Five Million and 00/100 Dollars (\$5,000,000.00), as modified by that certain Change in Terms Agreement dated March 6, 2012, executed by Borrower in favor of Mortgagee in the original principal amount of Four Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$4,750,000.00), as modified by that certain Modified Revolving Note dated November 1, 2012, from Borrower in favor of Mortgagee, in the original principal amount of Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00), as most recently modified by the Modification Agreement, in which Mortgagee agrees to continue to make Revolving Loans to the Borrower from time to time before the Credit Termination Date, subject to the terms of the Loan Documents, in such aggregate amounts as to Borrower may from time to time request but not exceeding at any one time outstanding the lesser of the Borrowing Base and Five Million and no/100 Dollars (\$5,000,000.00).
2. Continuing Validity. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with its respective terms, as a second lien. Consent by Mortgagee to this Modification does not waive Mortgagee's right to require strict performance of the Mortgage as changed above nor obligate Mortgagee to make

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any future modifications. Nothing in this Modification shall constitute a satisfaction of the Note or other credit agreement secured by the Mortgage. It is the intention of Mortgagee to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note including accommodation parties, unless a party is expressly released by Mortgagee in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Mortgagee that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

3. Mortgage Validity. The Mortgage represents the unconditional, absolute, valid and enforceable obligation of and against Mortgagor in favor of Mortgagee. Mortgagor has no claims, counterclaims or set-offs with respect to the Loan or the Loan Documents as modified herein or in the Modification Agreement. Mortgagor understands and acknowledges that the Mortgagee entered into the Modification Agreement in reliance upon, and in partial consideration for, this acknowledgment and representation, and agrees that such reliance is reasonable and appropriate. The undersigned Mortgagor hereby confirms and reaffirms all of the representations and warranties in the Mortgage as of the date hereof as being true, accurate and complete.
4. Time. Time is of the essence of this Modification and each term hereof.
5. General Provisions. Any waiver contained in this Modification is singular in nature and should not be construed to represent a waiver of any other term of the Mortgage, nor should any such waiver be considered continuing in nature.
6. Governing Law. This Modification and all other Loan Documents and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois without regard to principles concerning choice of law. In any action arising out of or connected with the Mortgage or this Modification, the Mortgagor hereby expressly consents to the personal jurisdiction of any state or federal court located in Cook County, State of Illinois and also consents to service of process by any means authorized by federal or governing state law.
7. Counterparts. This Modification may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same instrument. This Modification shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.
8. Authority. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

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IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage as of the date first above written.

## MORTGAGOR:

CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Successor Trustee to First Chicago Bank of Ravenswood, as Trustee under a Trust Agreement dated March 17, 1986 and known as Trust 25-7659

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

By: *Christine C. Young* and not personally  
Name: Christine C. Young  
Title: Trust Officer

## MORTGAGEE:

NORTHEROOK BANK & TRUST COMPANY

By: *David Mustovs*  
Name: David Mustovs  
Title: President

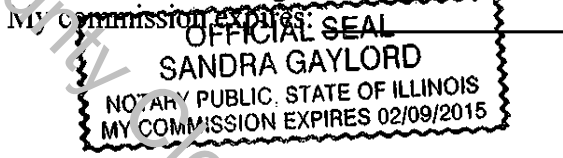
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Christine C. Young, personally known to me to be the Trust Officer of CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Successor Trustee to First Chicago Bank of Ravenswood, as Trustee under a Trust Agreement dated March 17, 1986 and known as Trust 25-7659, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as said Trust Officer of CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Successor Trustee to First Chicago Bank of Ravenswood, as Trustee under a Trust Agreement dated March 17, 1986 and known as Trust 25-7659, they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13 day of January, 2014.

[Signature]  
Notary Public



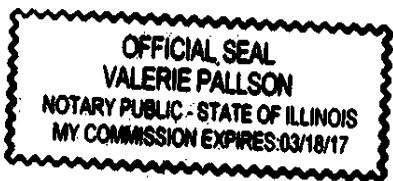
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David Masters, personally known to me to be the President of NORTHBROOK BANK & TRUST COMPANY, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9<sup>th</sup> day of January, 2014.

Valerie Pallson  
Notary Public

My commission expires: 3-18-17



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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 2 IN RIVKIN'S SUBDIVISION, BEING A RESUBDIVISION OF LOT 62 IN SKY HARBOR AIR INDUSTRIAL PARK UNIT TWO, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 2009 AS DOCUMENT 0936519055, IN COOK COUNTY, ILLINOIS.

Commonly known as: 205 Huehl Rd., Northbrook, Illinois 60062

P.I.N.: 04-05-103-024-0000