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*This Instrument prepared by  
and after recording should be  
returned to:*

*Drew J. Scott, Esq.  
Scott & Kraus, LLC  
150 S. Wacker, Suite 2900  
Chicago, Illinois 60606*

**Doc#:** 1405022033 **Fee:** \$52.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/19/2014 11:07 AM Pg: 1 of 8

*Permanent Tax Index Numbers:*

18-36-306-056-0000  
18-36-306-012-0000

*Property Address:*

8407 South 77<sup>th</sup> Avenue  
Bridgeview, Illinois 60455

## **SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "Amendment") is entered into effective as of February 14, 2014, by CA ACQUISITION, LLC, an Illinois limited liability company d/b/a CHICAGO AEROSOL (the "Mortgagor" or "Assignor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation ("Lender", "Mortgagee" or "Assignee").

### W I T N E S S E T H:

A. The Lender has agreed to loan to Mortgagor (i) the maximum principal amount of Ten Million and 00/100 Dollars (\$10,000,000) in the form of a revolving loan (the "Original Revolving Loan"), (ii) the principal amount of Three Million Five Hundred Thousand and 00/100 (\$3,500,000) in the form of a term loan ("Original Term Loan"), and (iii) the principal amount of Three Million and 00/100 (\$3,000,000) in the form of a term loan (the "Original Preval Term Loan", together with the Original Revolving Loan and Original Term Loan are referred to collectively, as the "Original Loans") under the terms of the Credit Agreement dated January 4, 2008, as amended by that certain First Modification to Loan Documents dated as of January 7, 2009, Second Modification to Loan Documents dated as of April 7, 2009, Third Modification to Loan Documents dated as of June 8, 2009, Fourth Modification to Loan Documents dated as of November 12, 2009, and Fifth Modification to Loan Documents dated of April 7, 2010 (collectively, the "Original Credit Agreement").

B. Mortgagor and Lender entered into that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of January 4, 2008, which was recorded with the Recorder of Deeds of Grundy County, Illinois, on January 16, 2008,

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as Document Number 485953, as amended by that certain First Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement dated as of June 1, 2009 and recorded with the Recorder of Deeds of Grundy County, Illinois, on September 17, 2009 as Document Number 504410, Second Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement dated as of November 12, 2009 and recorded with the Recorder of Deeds of Grundy County, Illinois, on November 23, 2009 as Document Number 506140, Third Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement dated as of April 7, 2010 and recorded with the Recorder of Deeds of Grundy County, Illinois, on April 29, 2010 as Document Number 510189, and Fourth Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement dated as of February 18, 2011 and recorded with the Recorder of Deeds of Grundy County, Illinois, on February 23, 2011 as Document No. 518363, Fifth Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement dated December 31, 2012 and recorded with the Recorder of Deeds of Grundy County, Illinois, on January 16, 2013 as document number 535454, and Sixth Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement dated as the date hereof (collectively, the "Coal City Mortgage"), whereby Mortgagor mortgaged and warranted unto Lender, its successors and assigns, among other things, the real estate described therein and all of its estate, right, title and interest therein situated.

C. Mortgagor and Lender entered into that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of February 18, 2011 executed by Mortgagor in favor of Lender and recorded in the office of the Cook County Recorder of Deeds on February 25, 2011 as document number 1105633050, as amended by that certain First Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement dated December 31, 2012, and recorded in the office of the Cook County Recorder of Deeds on January 15, 2013 as document number 1301531041 (the "Bridgeview Mortgage") which Bridgeview Mortgage created a first lien on the real estate commonly known as 8407 South 7<sup>th</sup> Avenue, Bridgeview, Illinois 60455 and that certain Assignment of Rents and Leases dated February 18, 2011 and executed by Mortgagor in favor of Lender and recorded in the office of the Cook County Recorder of Deeds on February 25, 2011 as document number 1105633051, as further amended from time to time (the "Bridgeview Assignment of Rents"), whereby Mortgagor mortgaged and warranted unto Lender, its successors and assigns, among other things, the real estate described on Exhibit A attached hereto and all of its estate, right, title and interest therein situated and the parties now desire to amend Bridgeview Mortgage pursuant to this Amendment.

D. As of February 18, 2011, Lender and Mortgagor entered into that certain Amended and Restated Credit Agreement, as amended by that certain First Amendment to Amended and Restated Loan Documents dated February 17, 2012 and Second Amendment to Amended and Restated Loan Documents dated as of January 31, 2013 and Third Amendment to Amended and Restated Loan Documents dated as the date herewith (the "Credit Agreement") whereby Lender agreed to loan Mortgagor (i) the maximum principal amount of Thirteen Million and 00/100 Dollars (\$13,000,000) in the form of a revolving loan replacing the Original Revolving Loan (the "Revolving Loan"), (ii) the principal amount of Three Million One Hundred Twelve Thousand Five

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Hundred and 00/100 Dollars (\$3,112,500) in the form of a term loan ("Term Loan A"); (iii) the principal amount of One Million Seven Hundred Ninety-One Three Hundred Seventy-Five and 00/100 Dollars (\$1,791,375) ("Term Loan B"), (iv) the principal amount of One Million Three Hundred Fifteen Thousand Eight Hundred Ninety-One and 62/100 Dollars (\$1,315,891.62) in the form of a term loan replacing the Original Preval Term Loan, which has been paid in full, and (v) the principal amount of Two Million Nine Hundred Sixty Thousand Four Hundred Twenty-Nine and 00/100 Dollars (\$2,960,429) in the form of a term loan replacing the Original Term Loan (the "Term Loan D", together with the Revolving Loan, Term Loan A, and Term Loan B, are referred to collectively, as the "Loans").

E. A condition precedent to the Lender to continue to make the Loans to the Mortgagor and/or continuing to make the Loans to Mortgagor and to extend credit under the Credit Agreement to the Mortgagor is the execution and delivery by the Mortgagor of this Amendment.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated in this Amendment and made a part hereof.

2. Incorporation of the Bridgeview Mortgage. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Bridgeview Mortgage, and the Bridgeview Mortgage to the extent not inconsistent with this Amendment is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Bridgeview Mortgage are inconsistent with the amendments set forth in Paragraph 3 below, such terms and provisions shall be deemed superseded hereby. As amended hereby, the Bridgeview Mortgage shall remain in full force and effect and its provisions shall be binding on the parties hereto.

3. Amended and Restated Recital A of the Bridgeview Mortgage. Recital A of the Bridgeview Mortgage is hereby deleted in its entirety and restated as follows:

A. Pursuant to the terms and conditions contained in that certain Amended and Restated Credit Agreement dated as of February 18, 2011, as amended by that certain First Amendment to Amended and Restated Loan Documents dated February 17, 2012, Second Amendment to Amended and Restated Loan Documents dated December 31, 2012 and Third Amendment to Amended and Restated Loan Documents dated as of even date herewith, each executed by and between Mortgagor and Mortgagee (the "Credit Agreement"), Mortgagee has agreed to lend to the Mortgagor the aggregate principal amount of Twenty-Million Eight Hundred Sixty-Four Thousand Three Hundred Four and 00/100 Dollars (\$20,864,304) (the "Loans"). The Loans are evidenced by that certain (i) Amended and Restated Revolving Loan Note dated as of February 18,

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2011 ("Revolving Note") made by Mortgagor in favor of Mortgagee in a principal amount up to \$13,000,000, (ii) Term Loan A Note dated as of February 18, 2011 ("Term Loan A Note") made by Mortgagor in favor of Mortgagee in the initial principal amount of \$3,112,500, (iii) Term Loan B Note dated as of February 18, 2011 ("Term Loan B Note") made by Mortgagor in favor of Mortgagee in the initial principal amount of \$1,791,375, and (iv) Term Loan D Note dated as of February 18, 2011 ("Term Loan D Note"; together with Revolving Note, Term Loan A Note, and Term Loan B Note, together with all modifications, supplements, amendments, restatements or extensions thereto or thereof are, collectively, the "Notes") made by Mortgagor in favor of Mortgagee in the initial principal amount of \$2,960,429, except as may be accelerated pursuant to the terms hereof, of Credit Agreement or of any other document or instrument now or hereafter given to evidence or secure the payment of the Notes or delivered to induce the Mortgagee to disburse the proceeds of the Loans (the Notes, the Credit Agreement and this Mortgage, together with such other documents executed by or on behalf of Mortgagor and delivered to Mortgagee in connection with the Loans, as amended, restated or replaced from time to time, being collectively referred to herein as the "Credit Documents").

4. Amended and Restated Recital A of the Bridgeview Assignment of Rents. Recital A of the Bridgeview Assignment of Rents is hereby deleted in its entirety and restated as follows:

A. Pursuant to the terms and conditions contained in that certain Amended and Restated Credit Agreement dated as of February 18, 2011, as amended by that certain First Amendment to Amended and Restated Loan Documents dated February 17, 2012, Second Amendment to Amended and Restated Loan Documents dated December 31, 2013 and Third Amendment to Amended and Restated Loan Documents dated as of even date herewith, each executed by and between Assignor and Assignee (the "Credit Agreement"), Assignee has agreed to lend to the Assignor the aggregate principal amount of Twenty-Million Eight Hundred Sixty-Four Thousand Three Hundred Four and 00/100 Dollars (\$20,864,304) (the "Loans"). The Loans are evidenced by that certain (i) Amended and Restated Revolving Loan Note dated as of February 18, 2011 ("Revolving Note") made by Assignor in favor of Assignee in a principal amount up to \$13,000,000, (ii) Term Loan A Note dated as of February 18, 2011 ("Term Loan A Note") made by Assignor in favor of Assignee in the initial principal amount of \$3,112,500, (iii) Term Loan B Note dated as of February 18, 2011 ("Term Loan B Note") made by Assignor in favor of Assignee in the initial principal amount of \$1,791,375, and (iv) Term Loan D Note dated as of February 18, 2011 ("Term Loan D Note"; together with Revolving Note, Term Loan A Note, and Term Loan B Note, together with all modifications, supplements, amendments, restatements or extensions thereto or thereof are, collectively, the "Notes") made by Assignor in favor of Assignee in the initial principal amount of

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\$2,960,429, except as may be accelerated pursuant to the terms hereof, of Credit Agreement or of any other document or instrument now or hereafter given to evidence or secure the payment of the Notes or delivered to induce the Assignee to disburse the proceeds of the Loans (the Notes, the Credit Agreement, the Mortgage and this Assignment, together with such other documents executed by or on behalf of Assignor and delivered to Assignee in connection with the Loans, as amended, restated or replaced from time to time, being collectively referred to herein as the "Credit Documents").

5. Representations and Warranties. The representations and warranties and all covenants set forth in the Bridgeview Mortgage shall be deemed remade and affirmed effective as of the date hereof by Mortgagor, except that any and all references to the Bridgeview Mortgage in such representations, warranties and covenants shall be deemed to include this Amendment.

6. Effectuation. The amendments to the Bridgeview Mortgage contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

SIGNATURE PAGE FOLLOWS



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF SAID SOUTHWEST 1/4, A DISTANCE OF 1791.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 36; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT 400.0 FEET NORTH OF THE NORTHWEST CORNER OF THE LAND PREVIOUSLY CONVEYED TO ELIZABETH J. OLSON BY DOCUMENT 19680315, AS MEASURED ALONG SAID 33.0 FOOT EAST LINE; THENCE NORTHERLY ALONG A LINE, A DISTANCE OF 33.0 FEET EAST OF AND PARALLEL WITH THE SAID WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36 TO THE NORTH LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36; THENCE EASTERLY ALONG SAID NORTH LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36 TO THE WEST RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO RAILROAD; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO RAILROAD TO A POINT 400.00 FEET NORTH OF THE NORTHEAST CORNER OF THE LANDS CONVEYED TO SAID ELIZABETH J. OLSON; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, (EXCEPT THE NORTH 437.51 FEET, AS MEASURED ON THE EAST AND WEST LINES THEREOF), IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE SOUTH 187.51 FEET OF THE NORTH 437.51 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF SAID SOUTHWEST 1/4, A DISTANCE OF 1791.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 36; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 33.0 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT 400.0 FEET NORTH OF THE NORTHWEST CORNER OF THE LANDS PREVIOUSLY CONVEYED TO ELIZABETH J. OLSEN BY DOCUMENT 19680315, AS MEASURED ALONG SAID 33.0 FOOT EAST LINE; THENCE NORTHERLY ALONG A LINE 33.0 FEET EAST OF AND PARALLEL WITH THE SAID WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36 TO THE NORTH LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE EASTERLY ALONG SAID NORTH LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36, TO THE WEST RIGHT OF WAY LINE OF BALTIMORE AND OHIO RAILROAD; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO RAILROAD TO A POINT 400.00 FEET NORTH OF THE NORTHEAST CORNER OF THE LANDS CONVEYED TO SAID ELIZABETH J.

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OLSON; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 18-36-306-006 &  
18-36-306-012

Commonly known as: 8407 South 77<sup>th</sup> Avenue  
Bridgeview, Illinois 60455

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