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**THIRD AMENDMENT TO ASSIGNMENT
OF LEASES AND RENTS**

BY

**TOLLWAY, L.L.C.,
AN ILLINOIS LIMITED LIABILITY COMPANY**

TO AND FOR THE BENEFIT OF

**THE PRIVATEBANK AND TRUST COMPANY,
AN ILLINOIS STATE CHARTERED BANK**

**This Document Prepared by and After
Recording Return to:**
Steven F. Ginsberg, Esq.
Ginsberg Jacobs, LLC
300 South Wacker Drive
Suite 2750
Chicago, Illinois 60606

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THIRD AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

THIS THIRD AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**"), is dated as of this 27th day of March, 2014, with an effective date of January 24, 2014, by TOLLWAY, L.L.C., an Illinois liability company (the "**Borrower**"), for the benefit of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank (together with any and all of its successors and assigns, "**Lender**").

WITNESSETH

WHEREAS, Lender has made a certain loan to Borrower in the original principal amount of One Million Nine Hundred Ninety-Five Thousand Dollars (\$1,995,000.00) (the "**Original Loan**"). The Original Loan is evidenced by that certain Second Amended and Restated Promissory Note dated June 19, 2013, in the original principal amount of One Million Nine Hundred Ninety-Five Thousand Dollars (\$1,995,000.00) from Borrower payable to the order of Lender (the "**Original Note**")

WHEREAS, the Original Loan is secured by (i) that certain Open-End Mortgage, Security Agreement and UCC Fixture Filing, made by Borrower for the benefit of Lender, dated as of September 22, 2010 and recorded September 23, 2010 in the official records of the Cook County Recorder's Office (the "**Recorder**") as Document No. 1026629016, as amended by that certain First Amendment to Open-End Mortgage, Security Agreement and UCC Fixture Filing, made by Borrower for the benefit of Lender, dated as of December 20, 2012 and recorded June 27, 2013 with the Recorder as Document No. 1317822134 and that certain Second Amendment to Open-End Mortgage, Security Agreement and UCC Fixture Filing, made by Borrower for the benefit of Lender, dated as of June 19, 2013 and recorded June 27, 2013 with the Recorder as Document No. 1317822136 (the "**Original Mortgage**") and encumbering certain real property located in Cook County, Illinois as more particularly described on Exhibit A attached to and made a part hereof (the "**Property**"); (ii) that certain Assignment of Leases and Rents, made by Borrower for the benefit of Lender, dated as of September 22, 2010 and recorded September 23, 2010 with the Recorder as Document No. 1026629017, as amended by that certain First Amendment to Assignment of Leases and Rents, made by Borrower for the benefit of Lender, dated as of December 20, 2012 and recorded June 27, 2013 with the Recorder as Document No. 1317822135 and that certain Second Amendment to Assignment of Leases and Rents, made by Borrower for the benefit of Lender, dated as of June 19, 2013 and recorded June 27, 2013 with the Recorder as Document No. 1317822137 (the "**Original Assignment of Rents**"); (iii) that certain Indemnity Agreement dated as of September 22, 2010 executed and delivered by Borrower to Lender (the "**Indemnity**"); (iv) that certain Second Reaffirmation of Guaranty dated as of June 19, 2013 executed by George A. Moser ("**G.A. Moser**"), George M. Moser ("**G.M. Moser**") and Douglas Altenberger ("**Altenberger**"); together with G.A. Moser and G.M. Moser, collectively, jointly and severally, the "**Guarantors**"), jointly and severally, in favor of Lender and guaranteeing all of Borrower's obligations to Lender (the "**Original Guaranty**"; together with the Original Loan, the Original Note, the Original Mortgage and the Original Assignment of Rents, collectively, the "**Original Loan Documents**"); and (v) certain other documents securing repayment of the Original Loan.

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WHEREAS, Borrower has requested, among other matters, that the maturity date of the Original Note be extended to April 24, 2014, and Lender has agreed to such change subject to the due execution and delivery of this Amendment and the due execution and delivery of the following Loan Documents (collectively, with this Amendment, the "**Loan Modification Documents**"), each dated as of even date herewith as this Amendment: (i) that certain Third Amended and Restated Promissory Note in the original principal amount of One Million Nine Hundred Fifty-Five Thousand Dollars (\$1,955,000.00) from Borrower payable to the order of Lender (together with the Original Note, as amended, modified and restated from time to time, the "**Note**"), (ii) that certain Third Reaffirmation of Guaranty made by the Guarantors, jointly and severally, in favor of Lender (together with the Original Guaranty, as amended, modified, reaffirmed and restated from time to time, the "**Guaranty**"), (iii) that certain Third Amendment to Loan Documents made by Borrower, the Guarantors and Lender (the "**Third Amendment to Loan Documents**"), and (iv) that certain Third Amendment to Open-End Mortgage, Security Agreement and UCC Filing made by Borrower for the benefit of Lender (together with the Original Mortgage, as amended, modified, reaffirmed and restated from time to time, the "**Mortgage**"). The Mortgage, the Note, the Guaranty, the Third Amendment to Loan Documents, this Amendment and each of the other documents evidencing or securing the Loan, as each may be modified, amended or restated by the Loan Modification Documents and as may be further amended, restated, supplemented and in effect from time to time are hereinafter referred to collectively as the "**Loan Documents**."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower agrees as follows:

1. Amendment Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Loan Documents.
2. Loan. The term "Loan", as used in the Loan Documents, shall mean the Original Loan, as amended by the Note.
3. Loan Documents. All references in the Loan Documents to the "Assignment of Rents" shall mean the Original Assignment of Rents as amended by this Amendment and as may be further amended, restated, modified or supplemented and in effect from time to time. All references to the "Note" in the Original Assignment of Rents shall mean the Note. All references to the loan amount One Million Nine Hundred Ninety-Five Thousand Dollars (\$1,995,000.00) shall be deleted in their entirety and replaced with One Million Nine Hundred Fifty-Five Thousand Dollars (\$1,955,000.00).
4. Waiver of Claims. Borrower acknowledges, confirms and agrees that, to its knowledge, as of the date hereof, it has no offsets, defenses, claims or counterclaims against Lender with respect to any of its liabilities and Indebtedness or obligations owing to Lender, and, to the extent that Borrower currently has or has ever had any such offsets, defenses, claims or counterclaims, Borrower hereby specifically WAIVES and RELEASES any and all rights to such offsets, defenses, claims or counterclaims, provided, that the foregoing shall not act as a waiver or release of any offsets, defenses, claims, or counterclaims Borrower may have subsequent to the date hereof.

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5. Ratification. Borrower hereby ratifies, confirms and reaffirms all covenants, warranties and representations set forth in the Mortgage and the other Loan Documents to which it is a party as being true as of the date hereof (taking into account any knowledge or other qualifiers contained in such covenants, warranties, and representations). Without limiting the generality of the foregoing, Borrower hereby warrants and represents to Lender that, upon the effectiveness of this Amendment, no Event of Default will have occurred and be continuing. Except as amended hereby, all terms and conditions of the Mortgage and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

6. Conditions to Effectiveness. This Amendment shall not be effective until each of the following conditions precedent have been fulfilled to the satisfaction of Lender:

a. This Amendment shall have been duly executed and delivered by the respective parties hereto.

b. The Loan Modification Documents shall have been duly executed and delivered by the respective parties hereto.

c. Borrower shall have paid all costs and expenses of Lender, including, without limitation, the costs and expenses of the tract search of the Property and reasonable attorneys' fees in connection with the preparation, negotiation, execution and delivery of this Amendment and the other documents delivered in connection herewith.

d. Borrower shall have delivered to Lender current certificates of insurance and the policies of insurance as required under the Loan Documents.

7. Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (i) if hand delivered, or (ii) if delivered by overnight courier service, effective on the day following delivery to such courier service or (iii) if mailed by United States registered or certified mail, postage prepaid, return receipt requested, effective two (2) business days after deposit in the United States mails addressed as follows:

If to Borrower:

Tollway, L.L.C.

2500 West Higgins Road, Suite 400

Hoffman estates, Illinois 60195

Attention: George A. Moser, George M. Moser, and Douglas Altenberger

With a copy to:

Roetzel & Andress

Two Financial Plaza

20 South Clark Street, Suite 300

Chicago, IL 60603

Attention: Benjamin Shapiro, Esq.

If to Lender:

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The PrivateBank and Trust Company
120 South LaSalle Street
Chicago, Illinois 60603
Attention: Kimberly Kourelis

With a copy to:
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606
Attention: Steven F. Ginsberg, Esq.

8. Miscellaneous.

a. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

b. This Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

c. Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Amendment.

d. Borrower warrants and represents that it has consulted with independent legal counsel of its selection in connection with this Amendment and is not relying on any representations or warranties of Lender or its counsel in entering into this Amendment.

[SIGNATURE PAGES FOLLOW]

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

THE WEST 368.57 (AS MEASURED ALONG THE NORTH LINE THEREOF) OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 84 DEGREES 34 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 121.44 FEET; (1.84 CHAINS); THENCE NORTH 1 DEGREE 07 MINUTES 40 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1066.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 02 MINUTES 52 SECONDS WEST, A DISTANCE OF 1010 FEET TO A POINT, SAID POINT BEING 1276 FEET NORTHERLY MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF SAID SECTION 6; THENCE SOUTH 83 DEGREES 35 MINUTES 34 SECONDS WEST, A DISTANCE OF 585 FEET TO THE MOST EASTERLY CORNER OF LOT 3 IN BARRINGTON SQUARE INDUSTRIAL CENTER UNIT ONE, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, AFORESAID; AS PER PLAT THEREOF RECORDED NOVEMBER 20, 1970 DOCUMENT NUMBER 21323708; THENCE NORTH 0 DEGREES 09 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID BARRINGTON SQUARE INDUSTRIAL CENTER UNIT ONE, A DISTANCE OF 311.13 FEET TO THE SOUTH LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED PER DOCUMENT NUMBER 17299325 AND RECORDED AUGUST 25, 1958; THENCE NORTH 89 DEGREES 50 MINUTES 34 SECONDS EAST ALONG SAID SOUTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 1592.11 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 121.44 FEET (1.84 CHAINS) (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 6) OF SECTION 6 AFORESAID; THENCE SOUTH 1 DEGREE 07 MINUTES 40 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 372.55 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-06-200-013-0000

COMMON ADDRESS: 2305 PEMBROKE AVENUE, HOFFMAN ESTATES, IL 60195