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This instrument prepared by and after recording should be returned to:

Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603
Attention: Victor A. Des Laurier, Esq.

Doc#: 1424034089 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/28/2014 01:35 PM Pg: 1 of 9

PINs: 04-15-301-019-0000
04-15-301-020-0000

Common Address: 2265 Carlson Drive
Northbrook, Illinois 60062

FIRST AMENDMENT TO MORTGAGE DOCUMENTS (NORTHBROOK)

This First Amendment to Mortgage Documents (Northbrook) (this "First Amendment"), made and entered into as of July 31, 2014, is by and between 2265 Carlson, LLC, an Illinois limited liability company (the "Mortgagor"), and The PrivateBank and Trust Company, an Illinois state chartered bank, in its capacity as agent ("Administrative Agent") for the lenders party to the Credit Agreement referred to below (the "Lenders"), and pertains to the real estate described in Exhibit "A", attached hereto and made a part hereof ("Property").

WITNESSETH:

WHEREAS, Lenders have provided or will provide certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Armon, Inc., a Delaware corporation ("Armon"), F.E. Moran, Inc., an Illinois corporation ("FEMI"), F.E. Moran, Inc. Fire Protection, an Illinois corporation ("FEMIFP"), F.E. Moran, Inc. Fire Protection of Northern Illinois, an Illinois corporation ("Fire Protection Northern Illinois"), F.E. Moran, Inc. Special Hazard Systems, a Delaware corporation ("Special Hazard Systems"), F.E. Moran, Inc. Mechanical Services, an Illinois corporation, formerly known as Thermodyne Mechanical Services, Incorporated, an Illinois corporation ("Mechanical Services"), Fire Protection Industries, Inc., an Illinois corporation ("Fire Protection"; Fire Protection, together with Armon, FEMI, FEMIFP, Fire Protection Northern Illinois, Special Hazard Systems and Mechanical Services are each individually a "Borrower" and collectively the "Borrowers"), pursuant to: (i) that certain Credit Agreement dated as of July 31, 2013, as amended by that certain First Amendment to Credit Agreement of even date herewith (the "First Amendment to Credit Agreement"), each by and among Borrowers, Administrative Agent, and Lenders (as further amended, renewed, restated or replaced from time to time, collectively the "Credit Agreement"), (ii) that certain Note of even date herewith executed and

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delivered by Borrowers to The PrivateBank and Trust Company, in its capacity as a Lender, in the principal amount of Twenty-Three Million Fifty-Five Thousand Five Hundred Fifty-Five and no/100 Dollars (\$23,055,555.00) (as amended, renewed, restated or replaced from time to time, the "TPB Note"); (iii) that certain Guaranty and Collateral Agreement dated as of July 31, 2013, executed and delivered by Borrowers to Administrative Agent (as amended, renewed, restated or replaced from time to time, the "Guaranty and Collateral Agreement"); (iv) that certain Amended and Restated Mortgage and Security Agreement dated as of July 31, 2013, executed and delivered by Mortgagor to Administrative Agent for the benefit of Lenders, and recorded with the Cook County Recorder's office on November 6, 2013, as document number 1331041154, encumbering the Property (the "Mortgage"); and (v) that certain Assignment of Rents and Lessor's Interest in Leases (Northbrook) dated as of July 31, 2013, executed and delivered by Mortgagor to Administrative Agent for the benefit of Lenders, and recorded with the Cook County Recorder's office on November 6, 2013, as document number 1331041155, encumbering the Property (the "Assignment of Rents"); and (vi) the other agreements, documents and instruments referenced in the foregoing or executed and delivered pursuant thereto or in connection therewith;

WHEREAS, contemporaneously herewith, Borrowers desire Lenders to provide a new term loan in the principal amount of \$1,000,000 (collectively, the "Additional Financial Accommodations") pursuant to the First Amendment to Credit Agreement;

WHEREAS, the stated principal balance of the TPB Note as of the date hereof includes the previously issued and outstanding revolving loans and term loan and a new term loan in the principal amount of \$1,000,000 as set forth and described in the First Amendment to Credit Agreement;

WHEREAS, Lenders are willing to provide the Additional Financial Accommodations, provided, among other things, Mortgagor executes and delivers this First Amendment to Administrative Agent for the benefit of Lenders.

WHEREAS, Mortgagor acknowledges and agrees that (a) Mortgagor is benefited by the Additional Financial Accommodations provided by Lenders to Borrowers, (b) Mortgagor's execution and delivery of this First Amendment is a material inducement to Lenders providing the Additional Financial Accommodations to Borrowers, and (c) without this First Amendment, Lenders would not have provided the Additional Financial Accommodations to Borrowers.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Administrative Agent hereby agree as set forth in this First Amendment.

1. **Definitions/Recitals.**

A. **Use of Defined Terms/Recitals.** Except as expressly set forth in this First Amendment, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage. The recitals set forth above are hereby restated in their entirety and made a part of this First Amendment and the defined terms set forth in the recitals are hereby incorporated into the Mortgage.

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B. Amended Definitions. Effective as of the date of this First Amendment, the Mortgage and Assignment of Rents are hereby amended by deleting the definitions of "Note" and "Notes" contained therein in their entirety and substituting therefor the following, respectively:

"Note" or "Notes": shall mean, individually and collectively, (1) that certain Note dated as of July __, 2013, in the stated principal amount of Twenty-Three Million Fifty-Five Thousand Five Hundred Fifty-Five and no/100 Dollars (\$23,055,555.00), as amended or restated from time to time, and (2) any other promissory notes executed and delivered by Borrowers or any Borrower to Lenders or any Lender pursuant to the Credit Agreement.

2. Liabilities Secured. Mortgagor and Administrative Agent acknowledge and agree that the Mortgage and the Assignment of Rents secure all Liabilities, including, without limitation, the Liabilities by (i) the Credit Agreement, (ii) the Notes, (iii) the Guaranty and Collateral Agreement, (iv) the Guaranty, (v) the other Loan Documents, (vi) the Bank Product Agreements, and (vii) the Hedging Agreements.

3. Reaffirmation of Mortgage and Assignment of Rents. Mortgagor hereby reaffirms and remakes all of its representations, warranties, covenants, duties, obligations, agreements and liabilities contained in the Mortgage and the Assignment of Rents, as amended hereby.

4. Severability. Wherever possible, each provision of this First Amendment shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this First Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this First Amendment, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

5. Fees, Costs and Expenses. Mortgagor agrees to pay, upon demand, all fees, costs, title charges and expenses incurred by Lenders, including, but not limited to, reasonable attorneys' fees, in connection with the preparation, execution, delivery, recording and administration of this First Amendment and the other agreements, documents and instruments executed and delivered pursuant hereto or in connection herewith.

6. Choice of Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of law as to all matters, including matters of validity, construction, effect, performance and remedies.

7. Conflict. If, and to the extent, the terms and provisions of this First Amendment contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the terms and provisions of this First Amendment shall govern and control; provided, however, to the extent the terms and provisions of this First Amendment do not contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the Mortgage and the Assignment of Rents

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as amended by this First Amendment, shall remain in and have their intended full force and effect, and Administrative Agent, on behalf of Lenders, and Mortgagor hereby affirm, confirm and ratify the same.

8. **Waiver of Jury Trial.** MORTGAGOR AND ADMINISTRATIVE AGENT, ON BEHALF OF LENDERS, EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.

[signature page follows]

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IN WITNESS WHEREOF, Administrative Agent, on behalf of Lenders, and Mortgagor have caused this First Amendment to be executed and delivered by their duly authorized manager or officer, as the case may be, as of the date first set forth above.

2265 CARLSON, LLC,
an Illinois limited liability company

By: 
Brian K. Moran, Manager

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent and as a Lender

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

[Signature page to First Amendment to Mortgage Documents (Northbrook)]

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IN WITNESS WHEREOF, Administrative Agent, on behalf of Lenders, and Mortgagor have caused this First Amendment to be executed and delivered by their duly authorized manager or officer, as the case may be, as of the date first set forth above.

2265 CARLSON, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent and as a Lender

By: Frank Condellie
Name: Frank Condellie
Title: Associate Managing Director

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[Signature page to First Amendment to Mortgage Documents (Northbrook)]

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, Elizabeth Cornell, a Notary Public in and for said County, in the State aforesaid, do hereby certify that BRIAN K. MORAN, who is personally known to me to be a MANAGER of 2265 Carlson, LLC, subscribed to the foregoing First Amendment to Mortgage Documents (Northbrook), appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of JULY, 2014.



ECornell
Notary Public

My commission expires:
3/14/2016

[Notary page to First Amendment to Mortgage Documents (Northbrook)]

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EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

Lot 2 in Moran Northbrook Resubdivision of part of Lot 6 and all of Lot 7 in Glenbrook Industrial Park Unit No. 2, being a subdivision of the East 1/2 of the Southwest 1/4 of Section 15, Township 42 North, Range 12, according to the plat thereof recorded March 12, 1997 as document 97170185, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 1 in Lockwood Northbrook Resubdivision of Lot 8 in Glenbrook Industrial Park Unit No. 2, and that part of Lot 1 in Glenbrook Industrial Park United Number 3, being a subdivision in the Southwest 1/4 of Section 15, Township 42 North, Range 12, according to the plat thereof recorded July 15, 1998 as document 98611566, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 2265 Carlson Drive, Northbrook, Illinois *60062*

PINS: 04-15-301-019-0000; 04-15-301-020-0000

Property of Cook County Clerk's Office