



Doc#: 1433019040 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/26/2014 10:40 AM Pg: 1 of 8

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Roberts McGivney Zagotta LLC
55 West Monroe Street
Suite 1700
Chicago, Illinois 60603
Attention: Nicholas C. Zagotta

(Space Above For Recorder's Use)

**FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS**

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF LEASES (this "First Amendment") is made as of November 21, 2014 by SOUTHWOOD CORPORATION, an Illinois not for profit corporation (hereinafter referred to as the "Mortgagor"), in favor of BMO HARRIS BANK N.A., a national banking association (together with its successors and assigns, the "Bank").

WITNESSETH:

A. Pursuant to the Credit Agreement dated as of December 10, 2013 (the "Loan Agreement") among the Bank, the Mortgagor, Human Resources Development Institute, Inc., an Illinois not for profit corporation ("HRDI"), and Human Resources Development Institute of Alabama, LLC, an Alabama limited liability company ("HRDIA" and together with Mortgagor and HRDI, the "Borrowers"), the Bank heretofore made a (i) term loan (the "Term Loan A") to the Borrowers in the original principal amount of ONE MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$1,450,000); (ii) term loan (the "Term Loan B", together with Term Loan A, the "Term Loans") to the Borrowers in the original principal amount of NINE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$900,000); and (iii) loan or loans (collectively, the "Revolving Loan") to the Borrowers on a revolving basis up to the lesser of (a)

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FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$4,500,000) or (b) the Borrowing Base Amount (as defined in the Loan Agreement).

B. The Term A Loan is evidenced by a Promissory Note dated as of December 10, 2013 in the original principal amount of the Term A Loan made payable by the Bank to the order of the Borrowers (as amended, restated, supplemented or otherwise modified from time to time, is hereinafter referred to as the "**Term A Note**"). The Term B Loan is evidenced by a Promissory Note dated as of December 10, 2013 in the original principal amount of the Term B Loan made payable by the Bank to the order of the Borrowers (as amended, restated, supplemented or otherwise modified from time to time, is hereinafter referred to as the "**Term B Note**"). The Revolving Loan is evidenced by a Revolving Note dated as of December 10, 2013 in the principal amount of the Revolving Loan made payable by the Borrowers to the order of the Bank (as amended, restated, supplemented or otherwise modified from time to time, the "**Revolving Note**").

C. The Term Loans and the Revolving Loan (collectively, the "**Loan**") are secured by, among other things, (i) that certain Mortgage and Security Agreement with Assignment of Rents dated as of December 10, 2013 from HRDI to the Bank recorded with the Recorder of Deeds of Cook County, Illinois (the "**Recorder's Office**") on December 16, 2013 as Document No. 1335022032 (as amended, restated, supplemented or otherwise modified from time to time, the "**HRDI Mortgage**"), (ii) that certain Mortgage and Security Agreement with Assignment of Rents dated as of December 10, 2013 from the Mortgagor to the Bank and recorded in the Recorder's Office on December 16, 2013 as Document No. 1335022031 (as amended, restated, supplemented or otherwise modified from time to time, the "**Mortgage**"), (iii) certain UCC-1 Financing Statements and (iv) certain other Collateral Documents (as defined in the Loan Agreement).

D. The Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "**Property**").

E. The outstanding principal balance of the Term A Loan as of the date hereof is ONE MILLION THREE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED SEVENTY AND 96/100THS DOLLARS (\$1,395,270.96) and the outstanding principal balance of the Term B Loan as of the date hereof is EIGHT HUNDRED TWENTY NINE THOUSAND THREE HUNDRED EIGHTY SEVEN AND 82/100THS DOLLARS (\$829,387.32).

F. Simultaneously with the execution hereof, the Borrowers and the Bank are entering into the First Amendment Agreement (the "**First Amendment Agreement**") pursuant to which, among other things, the Bank has agreed to (i) make a new term loan in the original principal amount of FIVE HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$562,500) (the "**Term Loan C Advance**") and (ii) disburse the Term Loan C Advance to Southwood at the closing of the transactions contemplated by the First Amendment Agreement, all on the terms and subject to the conditions set forth in the First Amendment Agreement.

G. The parties desire to enter into this First Amendment to amend the Mortgage to reflect the terms of the First Amendment Agreement, as more particularly set forth below.

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NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this First Amendment by reference as if fully set forth in this Section 1. Wherever the terms and conditions of this First Amendment conflict with the terms and conditions of the Mortgage, the terms and conditions of this First Amendment shall control.

2. **Defined Terms.** Capitalized terms used and not otherwise defined herein shall have the respective meanings provided for in the Mortgage, as amended by this First Amendment. To the extent applicable, the defined terms "Loan Agreement", "Note" and "Mortgage", together with any other defined terms under each of the Loan Documents, are hereby amended such that such defined terms shall include any respective amendments or other modifications from time to time thereto, including, without limitation, this First Amendment.

3. **Amendment to the Mortgage.** The reference to "\$2,350,000" in the first WHEREAS clause of the Mortgage is hereby deleted and replaced with "\$2,912,500".

4. **Miscellaneous.**

(a) **Captions.** Section captions used in this First Amendment are for convenience only, and shall not affect the construction of this First Amendment.

(b) **Governing Law.** The parties to this First Amendment agree that the rights and obligations of the parties under this First Amendment shall be construed and interpreted in accordance with, and governed by, the internal laws of the State of Illinois.

(c) **Counterparts.** This First Amendment may be executed in any number of counterparts and by the different parties 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 First Amendment.

(d) **Successors and Assigns.** This First Amendment shall be binding upon and shall inure to the sole benefit of the Mortgagor and the Bank and their respective successors and assigns.

(e) **References.** Any reference to the Mortgage contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this First Amendment shall be deemed to include this First Amendment.

(f) **Continued Effectiveness.** Except as herein amended, the Mortgage shall remain unaltered and in full force and effect and the Mortgage is hereby ratified in all respects.

(g) **Construction.** The Mortgagor acknowledges that it has been represented by its own legal counsel in connection with this First Amendment, that it has exercised independent judgment with respect to this First Amendment, and that it has not relied on the Bank's counsel for any advice with respect to this First Amendment.

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[Signature page follows]**

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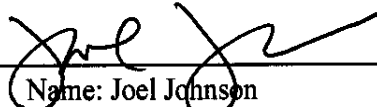
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment dated as of the day and year first above written.

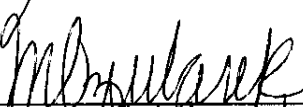
MORTGAGOR:

SOUTHWOOD CORPORATION

By: 
Name: Joel Johnson
Title: President and CEO

BANK:

BMO HARRIS BANK N.A.

By: 
Name: M. Sembasik
Title: AVP

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Robert S. Spadoni, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joel Johnson, the President of Southwood Corporation, an Illinois not for profit corporation (the "Mortgagor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of the Mortgagor, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such President of the Mortgagor, as his own free and voluntary act and as the free and voluntary act of the President of the Mortgagor, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of November, 2014.

Robert S. Spadoni

NOTARY PUBLIC



My Commission Expires:

09/29/14

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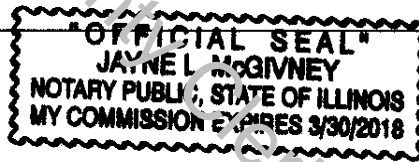
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JAYNE L. MCGIVNEY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mariola Dziubasik, an Assistant Vice President of BMO HARRIS BANK N.A., a national banking association (the "Bank"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she signed and delivered said instrument as such Assistant Vice President of the Bank, as her own free and voluntary act and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of November, 2014.

Jayne L McGivney
NOTARY PUBLIC

My Commission Expires:



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EXHIBIT A

LOTS 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FOURTH ADDITION TO HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 26, 1927 AS DOCUMENT NUMBER 9393488 IN COOK COUNTY, ILLINOIS
PIN: 20-31-117-003; 20-31-117-004; 20-31-117-005; and 20-31-117-025
Address: 8151-61 S. Western Avenue, Chicago, Illinois 60620

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