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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/26/2014 10:42 AM Pg: 1 of 9

**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 HUMAN RESOURCES DEVELOPMENT INSTITUTE, INC., 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, Southwood Corporation, an Illinois not for profit corporation ("Southwood"), and Human Resources Development Institute of Alabama, LLC, an Alabama limited liability company ("HRDIA" and together with Mortgagor and Southwood, 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) FOUR MILLION

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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 the Mortgagor 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 "**Mortgage**"), (ii) that certain Mortgage and Security Agreement with Assignment of Rents dated as of December 10, 2013 from Southwood 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 "**Southwood 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 (\$829,387.82).

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. **Amendments 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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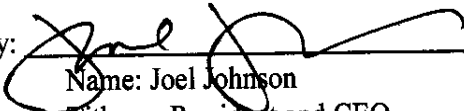


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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment dated as of the day and year first above written.

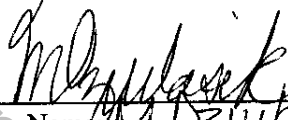
MORTGAGOR:

HUMAN RESOURCES DEVELOPMENT INSTITUTE, INC.

By: 
Name: Joel Johnson
Title: President and CEO

BANK:

BMO HARRIS BANK N.A.

By: 
Name: M. Zubasik
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 Human Resources Development Inc., 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 ~~October~~ ^{November}, 2014.

Robert S. Spadoni
NOTARY PUBLIC

My Commission Expires:

09/29/18



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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:



UNOFFICIAL COPY**EXHIBIT A****PARCEL 1:**

LOT 11 IN THE SUBDIVISION OF THE EAST 1/2 OF BLOCK 27 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

PIN: 17-16-111-022-0000

Address: 222 S. Jefferson St., Chicago, IL 60661

PARCEL 3: LOTS 7 THROUGH 10 BOTH INCLUSIVE, IN THE RESUBDIVISION OF BLOCK IN FIRST ADDITION TO PULLMAN BEING A SUBDIVISION OF EAST 775 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART SHOWN AS OCCUPIED BY THE C&W ILLINOIS RAILROAD) IN COOK COUNTY, ILLINOIS

PIN: 25-21-223-036

Address: 11352 S. State Street, Chicago, Illinois 60628

PARCEL 4A:

THE SOUTH 77 FEET OF THE NORTH 201 FEET OF THE EAST 135.50 FEET OF THE FOLLOWING DESCRIBED LAND TAKEN AS A TRACT, TO WIT: THE NORTH 150 FEET OF THE EAST 266.30 FEET OF BLOCK 3, ALSO THE NORTH 355.50 FEET OF THE EAST 125 FEET OF SAID BLOCK 3, ALL IN PULLMAN PARK ADDITION TO PULLMAN, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 22, AND THAT PART OF THE NORTHEAST 1/4 OF SAID SECTION LYING WEST OF THE RIGHT-OF-WAY OF THE I.C.R.R., ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING NORTH OF THE INDIAN BOUNDARY LINE AND ALSO LOTS 1,2,3,4,5 AND 6 (EXCEPT THE SOUTH 16 FEET OF SAID LOT 6, AND THE VACATED ALLEYS LYING NORTH AND EAST OF SAID LOTS, IN SEVENTH PALMER ADDITION, A SUBDIVISION OF PARTS OF LOT 1 IN SAID BLOCK 3, ALL IN COOK COUNTY, ILLINOIS

PARCEL 4B:

EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE USE AND BENEFIT OF PARCEL 4A AS SET FORTH AND DEFINED IN THE GRANT OF EASEMENT RECORDED AS DOCUMENT NUMBER 88138430 AND AS CREATED BY THE DEED RECORDED AS DOCUMENT NUMBER 88139348, IN COOK COUNTY, ILLINOIS

PIN: 25-22-117-001

Address: 11301 S. Calumet Avenue, Chicago, Illinois 60628

25-22-117-052

Address: 11330 S. King Drive, Chicago, Illinois 60628

PIN: 25-22-117-054

Address: 11315 S. Calumet Avenue, Chicago, Illinois 60628

PARCEL 5:

LOTS 8, 9 AND 10 IN WEDDELL AND COX'S ADDITION TO ENGLEWOOD, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20,

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TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS

PIN: 20-20-307-031

Address: 1223 W. Marquette Road, Chicago, Illinois 60636

PARCEL 6:

LOTS 1, 2 AND 3 IN BLOCK 8 IN AUBURN HIGHLANDS, BEING HARTS
SUBDIVISION OF BLOCKS 1, 2, 7 AND 8 IN CIRCUIT COURT PARTITION OF THE
NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 20-32-115-020; 20-32-115-021; and 20-32-115-022

Address: 5000-04 S. Racine Avenue, Chicago, Illinois 60620

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