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This document was prepared by,  
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03-14-300-008-0000  
03-14-300-009-0000

Property Address:  
1351 S. Wheeling Road  
Wheeling, Illinois 60090



Doc#: 1436419121 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/30/2014 01:57 PM Pg: 1 of 7

This

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## FOURTH AMENDMENT TO REVOLVING MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

This FOURTH AMENDMENT TO REVOLVING MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING dated as of December 17, 2014 (this "Amendment"), is executed by THE SEGERDAHL CORP., an Illinois corporation (the "Mortgagor"), and BANK OF AMERICA, N.A. (successor to LaSalle Bank National Association), a national banking association, its successors and assigns, in its capacity as administrative agent (in such capacity, the "Agent") for the financial institutions from time to time party to the Credit Agreement referred to in the Mortgage (as defined below).

### RECITALS

WHEREAS, the Mortgagor executed and delivered to the Agent that certain Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (as heretofore amended, the "Mortgage") dated as of May 5, 2008, which Mortgage was recorded with the Cook County Recorder of Deeds on May 7, 2008 as Document Number 0812845107, with respect to the real estate legally described on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the Mortgagor executed and delivered to the Agent that certain Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (the "First Amendment") dated as of February 1, 2012, which First Amendment was recorded with the Cook County Recorder of Deeds on February 14, 2012 as Document Number 1204522054, which amended the Mortgage by, among other things, referencing an extended "Maturity Date" of April 30, 2014.

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WHEREAS, the Mortgagor executed and delivered to the Agent that certain Second Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (the "Second Amendment") dated as of April 1, 2014, which Second Amendment was recorded with the Cook County Recorder of Deeds on April 11, 2014 as Document Number 1410118090, which amended the Mortgage by, among other things, referencing an extended "Maturity Date" of April 30, 2015.

WHEREAS, the Mortgagor executed and delivered to the Agent that certain Third Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (the "Third Amendment") dated as of July 14, 2014, which Third Amendment was recorded with the Cook County Recorder of Deeds on July 23, 2014 as Document Number 1420417139, which amended the Mortgage by, among other things, referencing an extended "Maturity Date" of April 30, 2015. The Mortgage, as amended by the First Amendment, the Second Amendment and the Third Amendment is referred to collectively herein as the "Mortgage".

WHEREAS, the Mortgagor executed and delivered to the Agent simultaneously with the execution and delivery of this Amendment that certain Amendment No. 7 to Credit Agreement dated as of even date herewith (the "Credit Agreement Amendment No. 7").

WHEREAS, pursuant to the Credit Agreement Amendment No. 7, *inter alia*, the Lenders have agreed to increase the Term A Loan to \$9,440,000 and increase the Term B Loan to \$19,800,000.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement Amendment No. 7 that the Mortgagor and the Agent execute and deliver this Amendment.

NOW, THEREFORE, in consideration of the premises set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Agent agree to amend the Mortgage as follows:

1. The principal amount of the Loan set forth in Recital A of the Mortgage, "64,987,507.56", is deleted and replaced with "\$69,240,000".

2. From and after the date hereof, the Mortgage shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, the Mortgage shall continue in full force and effect and the Mortgage and this Amendment shall be read, taken and construed as one and the same instrument. This Amendment is an amendment of the Mortgage and is not a waiver, an impairment, or a novation of the same. The Mortgagor reaffirms all of its obligations, liabilities, duties, covenants, and agreements to and with the Agent pursuant to the Mortgage, as amended hereby, and agrees that such obligations, liabilities, duties, covenants, and agreements shall continue in full force and effect and shall not be discharged, limited, impaired, or, except as expressly provided in this Amendment, affected in any manner whatsoever. The Mortgagor hereby ratifies, confirms and adopts all mortgages, liens, security interests, assignments and encumbrances created under and by virtue of the Mortgage, acknowledges that the same are valid and subsisting, and agrees that the Mortgage shall continue in full force and

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effect for the purpose of evidencing and securing all the indebtedness therein described. This Amendment shall not be deemed to release or impair any such mortgage, lien, security interest, assignment or encumbrance or to subordinate the same to any other mortgage, lien, security interest, assignment or encumbrance or otherwise adversely affect the priority thereof.

3. The Recitals set forth above constitute an integral part of this Amendment and are incorporated herein and into the Mortgage by this reference with the same force and effect as if set forth herein as the agreements of the parties.

4. This Amendment may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

5. Capitalized terms used and not defined herein have the meanings assigned to them in the Mortgage.

6. This Amendment shall be binding upon the Mortgagor and the Agent and their respective successors and assigns.

7. Whenever possible each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

8. This Amendment is to be construed in accordance with and governed by the laws of the State of Illinois.

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IN WITNESS WHEREOF, the Mortgagor and the Agent have executed and delivered this Fourth Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing the day and year first above written.

THE SEGERDAHL CORP., an Illinois corporation

By: M.A. Brodshaw  
Name: m.A. Brodshaw  
Title: CFO

BANK OF AMERICA, N.A., as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Marcus Brodshaw, the CFO, of THE SEGERDAHL CORP., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Mortgagor, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Danielle S.  
Notary Public



My Commission Expires:

2/14/15

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IN WITNESS WHEREOF, the Mortgagor and the Agent have executed and delivered this Fourth Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing the day and year first above written.

THE SEGERDAHL CORP., an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK OF AMERICA, N.A., as Agent

By: Christine Trotter  
Name: Christine Trotter  
Title: Assistant Vice President

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, the \_\_\_\_\_, of THE SEGERDAHL CORP., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Property of Cook County Clerk's Office

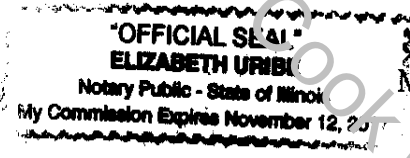
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STATE OF ILLINOIS     )  
   ) SS.  
 COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ~~CHRISTINE TROTT~~ the AUP of BANK OF AMERICA, N.A. (successor to LaSalle Bank National Association), a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AUP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16<sup>th</sup> day of December, 2014.

Elizabeth Uribe  
 Notary Public



My Commission Expires: 11-12-17

County Clerk's Office

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

#### PARCEL 1

THE EAST 600 FEET OF THE WEST 650.0 FEET OF THE SOUTH 20 ACRES OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 175.00 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

#### PARCEL 2

THE SOUTH 20 ACRES OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THE WEST 650.00 FEET AND EXCEPT THE SOUTH 175 FEET THEREOF) IN COOK COUNTY, ILLINOIS

#### PROPERTY ADDRESS OF REAL ESTATE:

1351 S. Wheeling Road  
Wheeling, Illinois 60090 (Cook County)

#### PERMANENT TAX IDENTIFICATION NUMBERS:

03-14-300-008-0000  
03-14-300-009-0000