



Doc#: 1527413089 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/01/2015 01:21 PM Pg: 1 of 7

SECOND AMENDMENT TO MORTGAGE

This SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**") is made as of this 9th day of September, 2015 by and between Edward J. Garvey, Jr., an individual ("**Mortgagor**"), whose address is 931 North Elmwood, Oak Park, Illinois 60302, in favor of First Midwest Bank ("**Lender**"), whose address is 8501 West Higgins Road, Suite 230, Chicago, Illinois 60631. Capitalized terms used but not defined herein shall have the meanings herein as such terms have in the Mortgage.

RECITALS

A. Mortgagor has previously executed and delivered in favor of Lender a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 19, 2012 and recorded in the office of the Cook County Recorder on June 22, 2012 as Document No. 1217416058, as amended by a First Amendment to Mortgage dated as of June 28, 2013 and recorded in the office of the Cook County Recorder on July 11, 2013 as Document No. 1323322066 (as further amended from time to time, the "**Mortgage**"), which Mortgage encumbers Mortgagor's fee interest in the land legally described on **Exhibit A** attached hereto (the "**Land**"), in addition to various other real and personal property pledged to the Lender as more fully described in the Mortgage to secure the payment and performance of the Obligations (as defined therein).

B. Lender has agreed to provide additional loans to The Garvey Group, Inc. and its affiliates (the "**Additional Loans**") which will be guaranteed by Mortgagor.

C. The parties desire to amend the Mortgage to include the **Additional Loans** within the Obligations secured by the Mortgage.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency whereof are hereby acknowledged, the parties hereby agree as follows:

1. Recitals.

The Recitals set forth above are incorporated herein by this reference thereto as if fully set forth herein.

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2. Amendment of Mortgage.

(a) Effective as of the date hereof, the Mortgage is hereby amended by deleting **Recital A** to the Mortgage in its entirety and replacing it with the following:

A. Lender has agreed, subject to the terms and conditions of that certain Second Amended and Restated Loan and Security Agreement by and among lender, THE GARVEY GROUP, LLC, a Delaware limited liability company ("**Borrower**") and certain of Borrower's affiliates dated as of September 8, 2015, amending and restating that certain Loan and Security Agreement dated as of June 19, 2012 and an Amended and Restated Loan and Security Agreement dated as of June 28, 2013 (as the same may be further amended, restated, supplemented or otherwise modified from time to time the "**Loan Agreement**"), to make revolving and term loans in the original principal amount not to exceed \$26,677,000 to Borrower (the "**Company Loan**") and to make a term loan to Mortgagor in the original principal amount of \$570,000 (the "**Personal Loan**"), together with the Company Loan, collectively referred to as the "**Loans**"). Mortgagor, as an owner of the equity interests of Borrower, has agreed to grant this Mortgage as collateral security for the obligations and liabilities owed by Borrower to Lender. The Loan Agreement provides for certain payments as set forth therein with the balances thereof due and payable on August 19, 2020 (such date, or any later date to which the maturity date may be extended in accordance with the Loan Agreement, hereinafter is referred to as the "**Maturity Date**"). The Personal Loan bears interest at the rate of five percent (5%) per annum and matures on July 1, 2023. Capitalized terms used herein but not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

3. No Further Amendment.

This Amendment is given solely to amend and modify the Mortgage as set forth herein. No further amendment or modification of the Mortgage is made or intended, and the respective terms and provisions thereof shall, as expressly amended and modified hereby, continue in full force and effect after the date hereof. The warranties, representations, covenants and agreements contained in the Mortgage as herein expressly amended, are hereby ratified, approved and confirmed in every respect. Mortgagor also hereby expressly ratifies and confirms, as of the date of the Mortgage and as of the date hereof, the grant by Mortgagor of the Lien on the Land and all of the other property and interests in property created or intended to be created by the Mortgage, in each case as amended and modified hereby and represents and warrants that Mortgagor has not created or suffered or permitted to exist any other Lien upon or in any such property or interests in property subsequent to the execution and delivery of the Mortgage, other than as expressly permitted pursuant to the terms and provisions thereof. Mortgagor has no claims, claims of offset or causes of action against Lender or any of the Lenders, and no defenses to its performance of all Obligations.

4. No Release.

The indebtedness, liabilities and other obligations secured by the Mortgage are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any Lien created or evidenced thereby and all such Liens and the priority thereof shall relate back to the recordation date for the Mortgage as referenced herein. This Amendment

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is not intended and shall not be deemed or construed to in any way affect the enforceability or priority of the Mortgage or constitute a novation, termination or replacement of all or any part of the indebtedness, liabilities or other obligations secured thereby.

5. Governing Law; Severability.


This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois except that the provisions of the laws of the jurisdiction in which the Land is located shall be applicable to the creation, perfection and enforcement of the lien created by the Mortgage, as amended by this Amendment, and the exercise of remedies mandatorily governed by the laws of the state in which the Land is located. The invalidity, illegality or unenforceability of any provision of this Amendment shall not affect or impair the validity, legality or enforceability of the remainder of this Amendment or the Mortgage, and to this end, the provisions of this Amendment are declared to be severable.

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[Signature Page Follows]*

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IN WITNESS WHEREOF, Mortgagor and Lender have executed this Amendment as of the date first above written.

MORTGAGOR:



EDWARD J. GARVEY, JR.

LENDER:

FIRST MIDWEST BANK

By: _____
Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor and Lender have executed this Amendment as of the date first above written.

MORTGAGOR:

EDWARD J. GARVEY, JR.

LENDER:

FIRST MIDWEST BANK

By: _____
Title: 5VP

Property of Cook County Clerk's Office

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STATE OF Illinois)
COUNTY OF Cook) SS.

I, LORAIN M. MASURA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward J. Garvey, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 4th day of September, 2015.



Lorraine M. Masura

LORAIN M. MASURA
[printed name]

Notary Public, Cook County, Ill

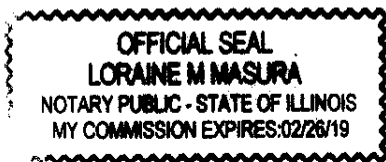
My Commission Expires:

2/26/19

STATE OF Illinois)
COUNTY OF Cook) SS.

I, LORAIN M. MASURA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott Kennedy personally known to me to be the same person whose name is subscribed to the foregoing instrument as the SVP of First Midwest Bank, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 4th day of September, 2015.



Lorraine M. Masura

LORAIN M. MASURA
[printed name]

Notary Public, Cook County, Ill

My Commission Expires:

2/26/19

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EXHIBIT A

Description of Premises

Common Address:

931 North Elmwood
Oak Park, Illinois 60302

PIN 16-06-229-017-0000

Legal Description:

THE NORTH ½ OF LOT 3 IN NORTH EAST AVENUE ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE EAST 23.43 ACRES OF THE WEST 40 ACRES OF THE SOUTH 50 ACRES OF THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, THAT PART OF THE LOT 12 LYING WEST OF THE WEST LINE OF NORTH ELMWOOD AVENUE PRODUCED NORTH IN THE SUPERIOR COURT COMMISSIONER'S PARTITION OF THE WEST ½ OF THE SOUTH 85 ACRES OF THE NORTHWEST ¼ OF SECTION 5 AND THE EAST 17 ACRES OF THE SOUTH 85 ACRES OF THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office