



Doc#: 1601441010 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/14/2016 11:08 AM Pg: 1 of 6

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

Vedder Price P.C.  
222 North LaSalle Street, Suite 2600  
Chicago, Illinois 60601  
Attn: Thomas E. Schnur, Esq. (MHG)  
(312) 609-7500

**SIXTH AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

THIS SIXTH AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is entered into as of the 15th day of December, 2015 by NETCOM PROPERTIES INC., an Illinois corporation ("Mortgagor"), in favor of FIFTH THIRD BANK, an Ohio banking corporation (successor by merger with FIFTH THIRD BANK, a Michigan banking corporation (f/k/a Fifth Third Bank (Chicago)) ("Mortgagee") as Agent for itself and certain other Financial Institutions (collectively, the "Lenders").

WITNESSETH:

WHEREAS, Mortgagor, certain of its affiliates and Mortgagee, as agent for itself and the Lenders have entered into that certain Amendment No. 4 to Second Amended and Restated Loan and Security Agreement dated of even date herewith to be effective as of December 15th, 2015 amending that certain that certain Second Amended and Restated Loan and Security Agreement, dated as of October 28, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Loan Agreement");

WHEREAS, in order to secure the Obligations under the Loan Agreement, Mortgagor and Mortgagee entered into that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 20, 2006, which was recorded with the Cook County Recorder of Deeds as Document Number 0629331163, as amended by (i) that certain First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 27, 2010 (the "First Amendment to Mortgage"), which was recorded with the Cook County Recorder of Deeds as Document Number 1031233095, (ii) that certain Second Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 31, 2011 (the "Second Amendment to Mortgage"), which was recorded with the Cook County Recorder of Deeds as Document Number 1116118015, (iii) that certain Third Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of April 16, 2013 (the "Third Amendment to Mortgage"), which was recorded with the Cook County Recorder of Deeds as Document

*Box 400*

8323627, PL

S N  
P 6  
S N  
SCY  
IND

# UNOFFICIAL COPY

Number 1312201031, (iv) that certain Fourth Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 28, 2013 (the "**Fourth Amendment to Mortgage**"), which was recorded with the Cook County Recorder of Deeds as Document Number 1334504040 and (v) that certain Fifth Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of November 18, 2015 (the "**Fifth Amendment to Mortgage**"), which was recorded with the Cook County Recorder of Deeds as Document Number 1533641004 (as it may be further amended, restated or modified from time to time, collectively, the "**Mortgage**") whereby Mortgagor mortgaged and warranted unto Mortgagee, its successors and assigns, among other things, the real estate described on Exhibit A attached hereto and all of its estate, right, title and interest therein situated;

WHEREAS, Mortgagor and Mortgagee now desire to amend such Mortgage pursuant to this Amendment to set forth the terms of the Loan Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows.

1. Incorporation of the Mortgage. All capitalized terms which are not defined hereunder shall have the same meaning as set forth in the Mortgage and in the Loan Agreement, and the Mortgage, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Mortgage are inconsistent with the amendments set forth below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Mortgage shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Mortgage. The following amendment to the Mortgage shall be made:

(a) Loans. The definition of "Loans" in the second Recital of the Mortgage is hereby amended to state that the Loans consist of: (i) a revolving loan (as amended, restated or modified from time to time, the "**Revolving Loan**") in the maximum principal amount of Five Million Five Hundred Thousand and 00/100 Dollars (\$5,500,000.00); and (ii) a term loan (as amended, restated or modified from time to time, the "**Term Loan A**") in the principal amount of Eight Hundred Forty Thousand and 00/100 Dollars (\$840,000.00). The aggregate principal amount of the Loans as stated in the second Recital of the Mortgage is hereby amended to Six Million Three Hundred Forty Thousand and 00/100 Dollars (\$6,340,000.00).

(b) Notes Defined. The definition of "Notes" in the third Recital of the Mortgage is hereby amended to state that the Loans are evidenced by: (i) the Third Amended and Restated Revolving Loan Note dated October 28, 2013, made by Borrowers in favor of Lenders, in the maximum principal amount of Five Million Five Hundred Thousand and 00/100 Dollars (\$5,500,000.00) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in the Mortgage as the "**Revolving Note**"); and (ii) the Second Amended and Restated Term Loan A Note dated October 28, 2013, made by Borrowers in favor of Lenders, in the principal amount of Eight Hundred Forty Thousand and

# UNOFFICIAL COPY

00/100 Dollars (\$840,000.00) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Term Note A").

(c) Maturity Date of Notes. As of the date hereof, the Notes are scheduled to be paid in full on March 15, 2016.

(d) Interest Rate. The interest rates of the Loans are as stated in the Loan Agreement.

3. Representations and Warranties. The representations, warranties and covenants set forth in the Mortgage shall be deemed remade and affirmed as of the date hereof by Mortgagor, except that any and all references to the Agreement in such representations, warranties and covenants shall be deemed to include this Amendment.

4. Relation Back. It is the intent of Mortgagor and Mortgagee that the First Amendment to Mortgage, Second Amendment to Mortgage, Third Amendment to Mortgage, Fourth Amendment to Mortgage and this Amendment will relate back to and be effective as if adopted on October 20, 2006.

5. Effectuation. The amendments to the Mortgage contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

6. Incorporation of Recitals. The recitals set forth in the "Witnesseth" Section of this Amendment are hereby incorporated into and made a part of this Amendment as if fully set forth in the body of this agreement.

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

# UNOFFICIAL COPY

### *Sixth Amendment to Mortgage Signature and Notary Page*

IN WITNESS WHEREOF, Mortgagor has duly signed and delivered this Amendment as of the date first above written.

**MORTGAGOR:**

**NETCOM PROPERTIES INC.,** an Illinois corporation

By: *E. Argoudelis*  
Evangelos Argoudelis  
President

STATE OF ILLINOIS

COUNTY OF Cook

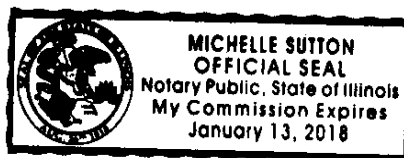
Property of Cook County Office

),  
) ss.  
I, Michelle Sutton, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Evangelos Argoudelis, the President of Netcom Properties Inc., is personally known to me to be the same person whose name is subscribed to the foregoing instrument and as such, he appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth therein.

GIVEN under my hand and Notarial Seal, this 21 day of December, 2015.

*Michelle Sutton*  
Notary Public

My commission expires: 1/13/2018



# UNOFFICIAL COPY

## Sixth Amendment to Mortgage Signature and Notary Page

**MORTGAGEE:**

**FIFTH THIRD BANK**, an Ohio banking corporation, as the Agent and a Lender

By: *[Signature]*  
Michael B. Barkey  
Vice President

STATE OF ~~ILLINOIS~~ MICHIGAN )  
COUNTY OF Kent )

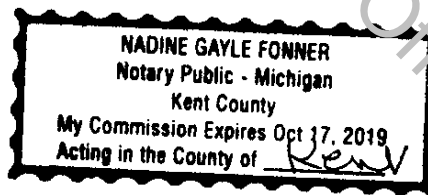
ss.

I, Nadine Gayle Fanner, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael B. Barkey, the Vice President of Fifth Third Bank, an Ohio banking corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument and as such, he appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth therein.

GIVEN under my hand and Notarial Seal, this 15 day of December, 2015.

Nadine Gayle Fanner  
Notary Public

My commission expires: 10/17/2019



# UNOFFICIAL COPY

## EXHIBIT "A"

### LEGAL DESCRIPTION

LOT 7 (EXCEPT THE WEST 15.25 FEET THEREOF) AND ALL OF LOT 8 IN BLOCK 1 IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST ½ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER LR1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NUMBER LR1713481, IN COOK COUNTY, ILLINOIS.

P.I.N.: 03-11-300-004-0000; 03-11-300-005-0000

Common Address: 599 South Wheeling Road, Wheeling, Illinois 60090