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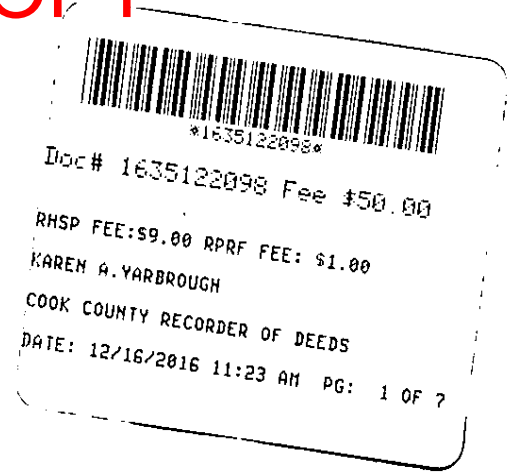
Gary P. Segal, Esq.
DYKEMA GOSSETT PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606

Permanent Tax Index Numbers:

02-23-402-043-0000
02-23-402-044-0000
02-23-402-045-0000
02-23-402-046-0000

Property Address:

1100 Hicks Road, Rolling Meadows, Illinois 60008



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FIRST AMENDMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS FIRST AMENDMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Amendment") is made as of December 15, 2016, by and between **HNJ PROPERTIES, LLC**, an Illinois limited liability company ("Mortgagor"), and **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered bank, its successors and assigns ("Mortgagee").

RECITALS:

A. Mortgagor executed and delivered that certain Mortgage, Assignment of Leases and Rents and Fixture Filing dated April 15, 2011 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 18, 2011, as Document No. 1110831044 (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage") to and for the benefit of Mortgagee, creating a first mortgage lien on certain improved real estate located at 1100 Hicks Road, Rolling Meadows, Illinois 60008, and legally described in **Exhibit A-1** attached hereto (the "Original Real Estate");.

B. The Mortgage was given by Mortgagor in connection with that certain Loan and Security Agreement by and among Mortgagor, Peace Industries, Ltd. and Mortgagee dated as of April 15, 2011 (as amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement").

C. Mortgagor and Mortgagee desire to amend the Loan Agreement (the "Loan Agreement Amendment") and one of the conditions precedent to the closing of the transactions contemplated by the Loan Agreement Amendment is the execution and delivery of this Amendment by Mortgagor to and for the benefit of Mortgagee.

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agrees as follows:

1. **Recitals.** That the recitals set forth above are true and accurate and are by this reference incorporated herein and made a part of this Amendment.

2. **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein are used with the meanings given such terms in the Mortgage.

3. **Amendments.** The Mortgage is amended as follows:

(a) All references to "Borrower" or "Borrowers" contained in the Mortgage shall mean Mortgagor, Peace Industries, Ltd. and Reliability Provin, Inc.

(b) All references to the "Loans" contained in the Mortgage shall mean a revolving credit facility in the maximum amount of \$6,000,000, a mortgage loan in the original amount of \$1,293,750, a discretionary mortgage loan in the maximum principal amount of \$1,700,000 and certain other extensions of credit to the Borrowers.

(c) Mortgagor and Mortgagee hereby agree that the legal description of the real estate encumbered pursuant to the Mortgage is amended by adding thereto the real estate legally described on **Exhibit A-2** attached hereto (the "Additional Real Estate"); and Mortgagor hereby grants, sells, conveys, mortgages and assigns the Additional Real Estate to Mortgagee, its successors and assigns to secure: (x) the payment of the Obligations; and (y) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Borrowers provided in the Loan Agreement and any of the other Loan Documents. In addition to the Additional Real Estate, Mortgagor hereby grants, sells, conveys, mortgages and assigns all Improvements, all Appurtenant Rights, all Fixtures, all Leases and all Rents related to the Additional Real Estate to Mortgagee.

4. **References.** From and after the date of execution of this Amendment, (a) any reference to the Mortgage contained in the Mortgage or otherwise shall be deemed to refer to the Mortgage, as amended by this Amendment and as hereafter amended, modified or supplemented and (b) any reference to the Real Estate contained in the Mortgage or otherwise shall be deemed to refer to the Original Real Estate and the Additional Real Estate.

5. **Miscellaneous.**

(a) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Section captions and headings used in this Amendment are for convenience only and are not part of and shall not affect the construction of this Amendment.

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(c) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such 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.

(d) Except as expressly set forth herein, nothing in this Amendment is intended to or shall be deemed to have amended the Mortgage, which is hereby reaffirmed in all respects. Notwithstanding anything contained herein, the terms of this Amendment are not intended to and do not serve to effect a novation of the Mortgage.

[remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

HNJ PROPERTIES, LLC, an Illinois limited liability company

By: *Mark R Wilson*
Print Name MARK R WILSON
Title: Member

STATE OF ILLINOIS)
) ss.
COUNTY OF COCK)

I, *Diane Till* a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Mark Wilson* a member of HNJ PROPERTIES, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, 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 as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 7 day of December, 2016.

Diane Till
NOTARY PUBLIC



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THE PRIVATEBANK AND TRUST COMPANY

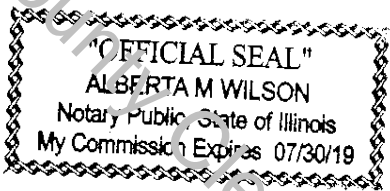
By: *Brett Hrupek*
Brett Hrupek, Managing Director

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, *Alberta M. Wilson* a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brett Hrupek, a Managing Director of THE PRIVATEBANK AND TRUST COMPANY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Director, 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 as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this *15th* day of *December*, 2016.

Alberta M. Wilson
NOTARY PUBLIC



Signature Page to First Amendment of Mortgage, Assignment of Leases and Rents and Fixture Filing

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EXHIBIT A-1

LEGAL DESCRIPTION OF ORIGINAL REAL ESTATE

PARCEL 1:

LOT 1 OF THE JENNER SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 547.0 FEET OF THE NORTH 712.0 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF THE RIGHT OF WAY OF STATE ROUTE NUMBER 53 (HICKS ROAD) AND LYING WEST OF A LINE 828.0 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE RIGHT OF WAY OF STATE ROUTE NUMBER 53 (HICKS ROAD), ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 26, 2000 AS DOCUMENT NO. 0001009440, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF JENNER SUBDIVISION RECORDED DECEMBER 26, 2000 AS DOCUMENT NUMBER 0001009440 AND EASEMENT AGREEMENT DATED DECEMBER 19, 2000 AND RECORDED JANUARY 5, 2001 AS DOCUMENT 0010012793 FROM WEBER-STEPHEN PRODUCTS CO. TO PEACE INDUSTRIES, LTD. FOR THE PURPOSE OF INGRESS AND EGRESS OVER PART OF LOT 2 IN JENNER SUBDIVISION AFORESAID.

Permanent Tax Index Numbers:

02-23-402-043-0000

02-23-402-045-0000

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EXHIBIT A-2 LEGAL DESCRIPTION OF NEW REAL ESTATE

PARCEL 3:

LOT 2 OF THE JENNER SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 547.0 FEET OF THE NORTH 712.0 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF THE RIGHT OF WAY OF STATE ROUTE NUMBER 53 (HICKS ROAD) AND LYING WEST OF A LINE 828.0 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE RIGHT OF WAY OF STATE ROUTE NUMBER 53 (HICKS ROAD), ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 26, 2000 AS DOCUMENT NO. 0001009440, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 19, 2000 AND RECORDED JANUARY 5, 2001 AS DOCUMENT 0010012792 FROM PEACE INDUSTRIES, LTD., TO WEBER-STEPHEN PRODUCTS CO., FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PORTION OF LOT 1 OF THE JENNER SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 547.0 FEET OF THE NORTH 712.0 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF THE RIGHT OF WAY OF STATE ROUTE NUMBER 53 (HICKS ROAD) AND LYING WEST OF A LINE 828.0 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE RIGHT OF WAY OF STATE ROUTE NUMBER 53 (HICKS ROAD), ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 26, 2000 AS DOCUMENT NO. 0001009440, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1 OF THE JENNER SUBDIVISION, THENCE NORTHERLY ALONG THE WESTERLY LOT LINE OF SAID LOT 1 A DISTANCE OF 40 FEET, THENCE EASTERLY ALONG A LINE 40 FEET PARALLEL TO THE SOUTHERLY LOT LINE OF SAID LOT 1 A DISTANCE OF 75 FEET, THENCE SOUTHERLY ALONG A LINE 75 FEET PARALLEL TO THE WESTERLY LOT LINE OF SAID LOT 1, A DISTANCE OF NINE FEET, THENCE EASTERLY ALONG A LINE 31 FEET PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 75 FEET, THENCE SOUTHERLY A DISTANCE OF 31 FEET TO THE SOUTHERLY LOT LINE OF SAID LOT 1, THENCE WESTERLY ALONG THE SOUTHERLY LOT LINE OF SAID LOT 1 A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

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Exhibit A-2