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Doc#: 1724946380 Fee: \$62.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/06/2017 01:20 PM Pg: 1 of 8

H. Jeffrey McCown
McCown Law Offices
22837 S. Wirth
Frankfort, Illinois 60423

AFTER RECORDING RETURN TO:

MB Financial Bank, N.A.
6111 N. River Road
Rosemont, Illinois 60018

PERMANENT INDEX NUMBERS:

See Exhibit A attached hereto

PROPERTY ADDRESS:

14461 South Waverly Avenue
Midlothian, Illinois 60445

This space reserved for Recorders use only.

FIFTH MODIFICATION TO REVOLVING CREDIT MORTGAGE AND ASSIGNMENT OF RENTS

This Agreement entered into as of August 30, 2017 by and between CHICAGO TITLE LAND TRUST COMPANY (as successor trustee to American National Bank and Trust Company), whose address is 10 S. LaSalle Street, Chicago, Illinois 60603, not personally, but solely as Trustee (the "Mortgagor") under a Trust Agreement dated September 1, 1982 and known as Trust No. 55881 (the "Trust Agreement"), to and for the benefit of MB FINANCIAL BANK, N.A., as successor in interest to Cole Taylor Bank (the "Lender"), having an address of 6111 N. River Road, Rosemont, Illinois 60018.

A. Mortgagor has executed and delivered to the Lender the following:

1. Revolving Credit Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated September 28, 2012, as amended (the "Mortgage") and recorded on December 31, 2012 as Document No. 1236646068 in the Office of the Cook County Recorder of Deeds (the "Recorder's Office") and encumbering certain property located at 14461 South Waverly Avenue, Midlothian, Illinois and as described on Exhibit A (the "Property");

2. Assignment of Rents and Leases dated September 28, 2012, as amended (the "Assignment") and recorded in the Recorder's Office on December 31, 2012 as Document No. 1236646069, and encumbering the Property;

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3. First Modification to Revolving Mortgage and Assignment of Rents dated July 11, 2013 and recorded in the Recorder's Office on July 29, 2013 as Document No. 1321047096, and encumbering the Property;

4. Second Modification to Revolving Mortgage and Assignment of Rents dated April 7, 2014 and recorded in the Recorder's Office on April 17, 2014 as Document No. 1410747031, and encumbering the Property;

5. Third Modification to Revolving Mortgage and Assignment of Rents dated June 3, 2015 and recorded in the Recorder's Office on June 9, 2015 as Document No. 1516047110, and encumbering the Property;

6. Fourth Modification to Revolving Mortgage and Assignment of Rents dated October 5, 2016 and recorded in the Recorder's Office on October 12, 2016 as Document No. 1628657189, and encumbering the Property;

B. The Lender is concurrently herewith, among other things (i) increasing the principal amount of an existing loan to Dober5 LLC and (ii) making a new mortgage loan to Glenwood Property, L.L.C. in the amount of \$250,000;

C. The parties desire hereby to enter into this Modification of Mortgage and Assignment of Rents for the purpose amending the Mortgage and Assignment as set forth below;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Definition of Notes (Mortgage). Recital B beginning on page one of the Mortgage is hereby amended in its entirety to provide as follows:

B. The Loan is evidenced by the following promissory notes (as amended or replaced from time to time, collectively, the "Notes" and, individually, a "Note"):

(i) Amended and Restated Revolving Note dated as of October 5, 2016 in the amount of \$8,000,000.00, executed by Dober Chemical Corp. and made payable to the order of the Lender;

(ii) Term Note dated as of September 28, 2012 in the amount of \$1,600,000.00, executed by Dober Chemical Corp. and made payable to the order of the Lender;

(iii) Equipment Line of Credit Note dated as of September 28, 2012 in the amount of \$1,000,000.00, executed by Dober Chemical Corp. and made payable to the order of the Lender;

(iv) Amended and Restated Mortgage Note of even date herewith in the amount of \$770,000.00, executed by Dober5 LLC and made payable to the order of the Lender;

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(v) Equipment Line of Credit Note No. 2 dated as of April 7, 2014 in the amount of \$1,000,000.00, executed by Dober Chemical Corp. and made payable to the order of the Lender;

(vi) Equipment Line of Credit Note No. 3 dated as of June 3, 2015 in the amount of \$1,000,000.00, executed by Dober Chemical Corp. and made payable to the order of the Lender;

(vii) Equipment Line of Credit Note No. 4 dated as of October 5, 2016 in the amount of \$500,000.00, executed by Dober Chemical Corp. and made payable to the order of the Lender;

(viii) Mortgage Note No. 2 of even date herewith in the amount of \$250,000.00, executed by Glenwood Property, L.L.C. and made payable to the order of the Lender;

(collectively, the aforesaid Notes, the Loan Agreement, this Mortgage and all other documents securing or otherwise relating to the Loan, as amended, restated or replaced from time to time, are referred to herein as the "Loan Documents");

2. Definition of Notes (Assignment). Recital A beginning on page one of the Assignment is hereby amended in its entirety to provide as follows:

A. The Assignee has made certain loans (collectively, the "Loan") to Dober Chemical Corp., Dober5 LLC and Glenwood Property, L.L.C. (each, a "Borrower") as evidenced by the following notes (collectively, such notes, as amended, restated or replaced from time to time, are hereinafter referred to as the "Notes"):

(i) Amended and Restated Revolving Note dated as of October 5, 2016 in the amount of \$8,000,000.00, executed by Dober Chemical Corp. and made payable to the order of the Assignee;

(ii) Term Note dated as of September 28, 2012 in the amount of \$1,600,000.00, executed by Dober Chemical Corp. and made payable to the order of the Assignee;

(iii) Equipment Line of Credit Note dated as of September 28, 2012 in the amount of \$1,000,000.00, executed by Dober Chemical Corp. and made payable to the order of the Assignee;

(iv) Amended and Restated Mortgage Note of even date herewith in the amount of \$770,000.00, executed by Dober5 LLC and made payable to the order of the Assignee;

(v) Equipment Line of Credit Note No. 2 dated as of April 7, 2014 in the amount of \$1,000,000.00, executed by Dober Chemical Corp. and made payable to the order of the Assignee;

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(vi) Equipment Line of Credit Note No. 3 dated as of June 3, 2015 in the amount of \$1,000,000.00, executed by Dober Chemical Corp. and made payable to the order of the Assignee;

(vii) Equipment Line of Credit Note No. 4 dated as of October 5, 2016 in the amount of \$500,000.00, executed by Dober Chemical Corp. and made payable to the order of the Assignee;

(viii) Mortgage Note No. 2 of even date herewith in the amount of \$250,000.00, executed by Glenwood Property, L.L.C. and made payable to the order of the Assignee;

3. Representation, Warranties and Covenants. To induce Lender to enter into this Amendment, Mortgagor hereby represents, warrants and covenants to Lender that:

(a) The representations and warranties made by Mortgagor in the Mortgage and the Assignment are true and correct in all material respects on and as of the date hereof, before and after giving effect to the effectiveness of this Amendment, as if made on and as of the date hereof, other than those that relate to an earlier or specific date.

(b) Mortgagor has the power and authority, and the legal right, to make and deliver this Amendment and to perform all of his obligations under the Mortgage and the Assignment, as amended by this Amendment, and has taken all necessary corporate action to authorize the execution and delivery of this Amendment and the performance of the Mortgage and the Assignment, as so amended.

(c) When executed and delivered, this Amendment and the Mortgage and the Assignment, as amended by this Amendment, will constitute legal, valid and binding obligations of Mortgagor, enforceable against it, in accordance with its terms, except as affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

4. Expenses. Mortgagor shall pay all costs and expenses in connection with the preparation of this Agreement and the other instruments and documents to be delivered concurrently herewith including, without limitation, attorneys' fees and expenses.

5. Continuing Effect. All the terms of the Mortgage and Assignment are hereby incorporated by reference herein, and except as hereby modified, the Mortgage and Assignment shall remain in full force and effect in all respects. Grantor hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and Assignment.

6. Exculpation. This Modification of Mortgage and Assignment of Rents is executed by CHICAGO TITLE LAND TRUST COMPANY (the "Trustee"), not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and the Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the Trustee personally hereunder, or to perform any covenant either express or

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implied herein contained, all such liability, of any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and the Trustee personally are concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises secured by the Mortgage and Assignment for the payment thereof, by the enforcement of the lien created thereby, in the manner herein and in the Note provided or by action to enforce the personal liability of any other maker of the Note, any guarantor or other obligor of the indebtedness secured hereby.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement the day and year first above written.

CHICAGO TITLE LAND TRUST
COMPANY, as trustee as aforesaid

MB FINANCIAL BANK, N.A., as successor in
interest to Cole Taylor Bank

By: [Signature]
Its: AVP



By: [Signature]
Its: SVP

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Cook County Clerk's Office

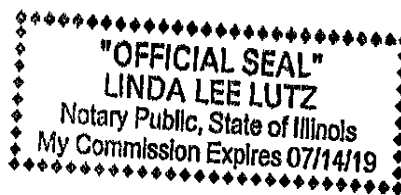
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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Eileen F Neary, the AVP of CHICAGO TITLE LAND TRUST COMPANY, as trustee as aforesaid, who is 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/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, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21 day of August, 2017.

Linda Lee Lutz
Notary Public

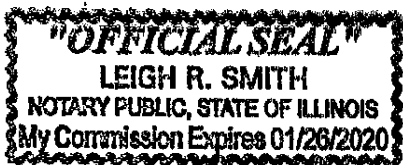


STATE OF ILLINOIS)
) SS
COUNTY OF Kane)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Mark Staunton, the Senior Vice President of MB FINANCIAL BANK, N.A., as successor in interest to Cole Taylor Bank, who is 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of August, 2017.

Leigh R Smith
Notary Public



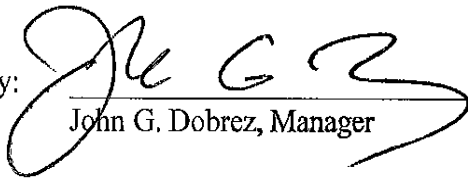
UNOFFICIAL COPY

JOINDER BY BENEFICIARY

The undersigned, MIDLOTHIAN PROPERTY, L.L.C. (the "Beneficiary"), hereby joins in the execution of this Modification to Revolving Credit Mortgage and Assignment of Rents for the purpose of joining herein, and making, undertaking and agreeing to the covenants, agreements, obligations, representations and warranties contained herein.

IN WITNESS WHEREOF, the Beneficiary has executed this Joinder as of the day and year first above written.

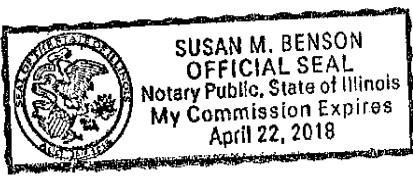
MIDLOTHIAN PROPERTY, L.L.C.

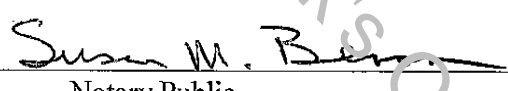
By: 
John G. Dobrez, Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that John G. Dobrez, as Manager of Midlothian Property, L.L.C., who is 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 free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of August, 2017




Notary Public
My Commission Expires:
4/22/18

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Exhibit A

LEGAL DESCRIPTION

Lots 1, 2, 3 and 4 in Block 22 and Lot 25 in Block 3 and also that part of vacated Central Park Avenue lying West on the West line of Block 3 and lying East of the East line of Block 22 and lying Northwesterly of the Northwesterly line of the C.R.I. and P. Railroad right of way and lying southeasterly of the Southeasterly line of Waverly Avenue, as extended, all in Arthur T. McIntosh and Company's home addition to Midlothian, being a subdivision in Section 11, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBERS:

- 28-11-121-032-0000
- 28-11-121-025-0000
- 28-11-121-034-0000
- 28-11-121-033-0000
- 28-11-121-079-0000
- 28-11-121-080-0000

THIS INSTRUMENT FILED FOR RECORD BY GIT AS AN ACCOMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO THE EFFECT UPON TITLE.

PROPERTY ADDRESS:

14461 South Waverly Avenue
Midlothian, Illinois 60445

Property of Cook County Clerk's Office