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This Instrument prepared by
and after recording should be
returned to:

Drew J. Scott, Esq.
Scott & Kraus, LLC
150 S. Wacker, Suite 2900
Chicago, Illinois 60606



1727639116

Permanent Tax Index Number:

02-23-308-024-0000

Property Address:

600 S. Vermont Street
Palatine, Illinois 60067

8980365 MM

Doc# 1727639116 Fee \$50.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/03/2017 01:55 PM PG: 1 OF 7

FIRST MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

THIS FIRST MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is entered into and effective as of June 14, 2017, by and between 600 VERMONT, LLC, a Delaware limited liability company (the "Mortgagor"), and NORTHWEST BANK OF ROCKFORD, an Illinois banking corporation, its successors and assigns, having its principal place of business at 3106 N. Rockton Avenue, Rockford, Illinois 61103 (the "Lender" or "Mortgagee").

WITNESSETH:

A. Pursuant to that certain Loan and Security Agreement dated as of January 14, 2016, as amended by that certain First Modification to Loan Documents dated as of September 14, 2016 and Second Modification to Loan Documents dated as of June 14, 2017 ("Second Modification") (collectively, the "Loan Agreement"), each by and among the Mortgagor and Arlington Plating Company, an Illinois corporation ("Arlington", and together with Mortgagor, the "Borrowers") and Lender, Lender agreed to make loans to Borrowers in the original maximum principal amount of \$11,000,000 (the "Loans") as evidenced by that certain (i) Term Note A dated as of January 14, 2016 (as amended, restated or replaced from time to time, "Note A") executed by the Borrowers and made payable to the order of the Lender in the principal amount of \$1,920,000, (ii) Term Note B dated as of January 14, 2016 ("Note B") executed by the Borrowers and made payable to the order of the Lender in the principal amount of \$1,780,435, (iii) Term Note C dated as of January 14, 2016 ("Note C") executed by the Borrowers and made payable to the order of the Lender in the principal amount of \$5,299,565, (iv) Revolving Note dated as of January 14, 2016 (the "Revolving Note") executed by the Borrowers and made payable to the order of the Lender in the maximum principal amount of up to \$1,000,000 and (v) Capex Note dated as of January 14, 2016 executed by the Borrowers and made payable to the order of Lender in the maximum principal amount of up to \$1,000,000.

Box 400

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B. To secure the Loans, Mortgagor and Lender entered into that certain (i) Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of January 14, 2016, and recorded with the Cook County Recorder's Office ("Recorder's Office") on January 28, 2016, as Document 1602842034 (the "Mortgage"), whereby Mortgagor mortgaged and warranted unto Lender, its successors and assigns, among other things, the real estate described in Exhibit A attached hereto (the "Real Estate") and (ii) Assignment of Rents and Leases dated as of January 14, 2016, executed by Mortgagor in favor of the Lender and recorded in the Recorder's Office on January 28, 2016, as Document 1602842035 (the "Assignment of Rents") and which Assignment of Rents encumbers the Real Estate. (The Notes (as defined below), the Loan Agreement, the Mortgage, the Assignment of Rents, together with such other documents executed by or on behalf of Mortgagor and delivered to Lender in connection with the Loan, as amended, restated or replaced from time to time, being collectively referred to herein as the "Loan Documents").

C. In connection with the Second Modification, the parties thereto agreed to (i) extend the maturity date of the Revolving Note to June 30, 2018, and (ii) extend a new credit facility in the amount of \$500,000 ("Supplemental Loan"). Mortgagor and Mortgagee desire to record this Amendment to the Mortgage and the Assignment of Rents consistent with the Second Modification, to, among other things, secure the Supplemental Loan.

D. The parties now desire to amend the Mortgage pursuant to this Amendment to, among other things, confirm the securing of the Loans and the Supplemental Loan and the notes evidencing the Loans and Supplemental Loan by the Mortgage.

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 Recitals; Defined Terms Incorporation of Mortgage. The foregoing recitals are hereby incorporated herein and made a part of this Amendment. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Mortgage. The Mortgage, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same were set forth in their 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. As amended hereby, the Mortgage shall remain in full force and effect and their provisions shall be binding on the parties hereto.

2. Mortgage Amendment. Paragraph A of the Recitals of the Mortgage is amended and restated in its entirety as follows:

A. Pursuant to the terms and conditions contained in that certain Loan and Security Agreement dated as of January 14, 2016, as amended by that certain First Modification to Loan Documents dated as of September 14, 2016 and Second Modification to Loan Documents dated as of June 14, 2017 (collectively, the "Loan Agreement"), the Lender has continued to agree to lend to the Mortgagor and Arlington Plating Company, an Illinois corporation ("Arlington"), and together with Mortgagor, the "Borrowers"), the maximum aggregate principal amount of up to Eleven Million Five Hundred Thousand and No/100 Dollars (\$11,500,000) (the "Loans"). The Loans shall be evidenced by, among other

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things, that certain (i) Term Note A dated as of January 14, 2016 ("Note A") executed by the Borrowers and made payable to the order of the Lender in the principal amount of \$1,920,000 and due on January 14, 2021 (the "Maturity Date"), (ii) Term Note B dated as of January 14, 2016 ("Note B") executed by the Borrowers and made payable to the order of the Lender in the principal amount of \$1,780,435, (iii) Term Note C dated as of January 14, 2016 ("Note C") executed by the Borrowers and made payable to the order of the Lender in the principal amount of \$5,299,565, (iv) Revolving Note dated as of January 14, 2016 ("Revolving Note") executed by the Borrowers and made payable to the order of the Lender in the maximum principal amount of up to \$1,000,000, (v) Capex Note dated as of January 14, 2016 ("Capex Note"), executed by the Borrowers and made payable to the order of Lender in the maximum principal amount of up to \$1,000,000, and (vi) Supplemental Revolving Note dated as of June 14, 2017 executed by the Borrowers and made payable to the order of Lender in the maximum principal amount of up to \$500,000 (the "Supplemental Note", and collectively with Note A, Note B, Note C, Revolving Note, and Capex Note, as amended, restated or replaced from time to time, the "Notes") (the Loan Agreement, the Notes and this Mortgage, together with such other documents, as amended, restated or replaced from time to time, being collectively referred to herein as the "Loan Documents").

3. Assignment of Rents Amendment. Paragraph A of the Recitals of the Assignment of Rents is amended and restated in its entirety as follows:

A. Pursuant to the terms and conditions contained in that certain Loan and Security Agreement dated as of January 14, 2016, as amended by that certain First Modification to Loan Documents dated as of September 14, 2016 and Second Modification to Loan Documents dated as of June 14, 2017 (collectively, "Loan Agreement"), the Lender has agreed to continue to lend to the Assignor and Arlington Plating Company, an Illinois corporation ("Arlington", and together with Assignor, the "Borrowers"), the maximum aggregate principal amount of up to Eleven Million Five Hundred Thousand and No/100 Dollars (\$11,500,000) (the "Loans"). The Loans shall be evidenced by, among other things, that certain (i) Term Note A dated as of January 14, 2016 ("Note A") executed by the Borrowers and made payable to the order of the Lender in the principal amount of \$1,920,000, (ii) Term Note B dated as of January 14, 2016 ("Note B") executed by the Borrowers and made payable to the order of the Lender in the principal amount of \$1,780,435, (iii) Term Note C dated as of January 14, 2016 ("Note C") executed by the Borrowers and made payable to the order of the Lender in the principal amount of \$5,299,565, (iv) Revolving Note dated as of January 14, 2016 ("Revolving Note") executed by the Borrowers and made payable to the order of the Lender in the maximum principal amount of up to \$1,000,000, (v) Capex Note dated as of January 14, 2016 ("Capex Note"), executed by the Borrowers and made payable to the order of Lender in the maximum principal amount of up to \$1,000,000 and (vi) Supplemental Revolving Note dated as of June 14, 2017 executed by the Borrowers and made payable to the order of Lender in the maximum principal amount of up to \$500,000 (the "Supplemental Note", and collectively with Note A, Note B, Note C, Revolving Note, and Capex Note, as amended, restated or replaced from time to time, the "Notes") (the Loan Agreement, the Notes, the Mortgage (defined below), and this

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Assignment, together with such other documents, as amended, restated or replaced from time to time, being collectively referred to herein as the "Loan Documents").

4. Cross-Collateralization. Mortgagor acknowledges and agrees (i) that the terms "Obligations", "Liabilities" and "Indebtedness" (however such terms may be defined in any of the Loan Agreement) shall mean, and include, any and all indebtedness and obligations of Mortgagor and Arlington to Lender under any and all of the Loan Agreement, Notes, Supplemental Note, and Financing Agreements (as defined in the Loan Agreement), including, but not limited to, the indebtedness evidenced by the Supplemental Note and Notes, and the other Financing Agreements, (ii) the term "Collateral" (however such term may be defined in any of the Loan Documents) and any other collateral pledged pursuant to the Financing Agreements and Loan Documents, shall secure all of the liabilities and indebtedness of Mortgagor and Arlington, to Lender, including, but not limited to, the indebtedness evidenced by the Loan Documents, and (iii) Lender shall have no obligation to release any lien on any of the Collateral or any other collateral unless and until all of the Obligations, Liabilities and Indebtedness are paid in full.

5. Cross-Default. Mortgagor hereby agrees that a "Default" or an "Event of Default" under and as defined in any of the Notes shall constitute a "Default" or an "Event of Default" under the Supplemental Note, and a "Default" or an "Event of Default" under and as defined in the Supplemental Note, shall constitute a "Default" or an "Event of Default" under any of the other Notes.

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

7. Effectiveness. The amendments to the Mortgage and Assignment of Rents 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.

[SIGNATURE PAGE FOLLOWS]

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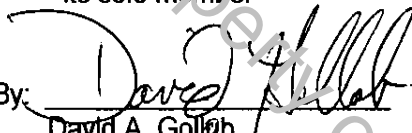
**FIRST MODIFICATION OF MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES
SIGNATURE PAGE**

IN WITNESS WHEREOF, Mortgagor and Lender have duly executed this First Modification of Mortgage and Fixture Filing and Assignment of Rents and Leases effective as of the date first above written.

MORTGAGOR:

600 VERMONT, LLC, a Delaware limited liability company

By: Arlington Plating Company,
an Illinois corporation,
its sole member

By: 
David A. Gollub
Chief Executive Officer

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EXHIBIT A

LEGAL DESCRIPTION

THE NORTH 19.88 FEET OF LOT 24, ALL OF LOT 25, AND THE SOUTH 21.12 FEET OF LOT 26 IN KLEFSTAD'S PALATINE INDUSTRIAL PARK, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax ID No: 02-23-308-024-0000

Property Address: 600 S. Vermont Street
Palatine, IL 60067

Property of Cook County Clerk's Office