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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/09/2018 10:22 AM Pg: 1 of 6

PREPARED BY AND
RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

Vedder Price P.C.
222 N. LaSalle Street, Suite 2600
Chicago, Illinois 60601
Attn: Michael M. Eidelman (SSS)

**AMENDMENT TO CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**
(401 North Western Avenue, Chicago, Illinois 60612
2334 West Hubbard, Chicago, Illinois 60612)

**THIS AMENDMENT TO CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING** (this "Amendment"), made as of this 26th day of
October, 2018, by and between **West-Hub Limited Liability Company**, an Illinois limited liability
company ("Mortgagor"), with an address of 8919 Colorado Street, Merrillville, IN 46410 and **Bank of
America, N. A.**, a national banking association, with an address of One Independence Center, 101 N. Tryon
street, Charlotte, NC 28255 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor executed for the benefit of Mortgagee, with respect to the property
described in Exhibit A attached hereto and incorporated herein by reference (the "Property") that certain
Construction Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of March 31,
2016, and recorded on April 26, 2016 as Instrument No. 1611741009, in the records of the Recorder of
Deeds for Cook County, Illinois, (as now or hereafter amended, extended, modified, supplemented or
restated from time-to-time, the "Mortgage"); and

WHEREAS, Mortgagor and Mortgagee have agreed to make certain modifications to the
Mortgage, to provide for extensions of the maturity dates of the Debt Instruments and to provide that the
Mortgage shall secure additional obligations, all as set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration,
the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. Section 2.1(a) of the Mortgage is hereby amended by deleting the same and replacing it
with the following:

"(a) Payment of all obligations of each of Mortgagor, Crown Packaging International,
Inc., a Delaware corporation ("Crown Packaging"), Polycon Industries, Inc., an Illinois corporation
("Polycon") and Big Sky Park L.L.C., an Illinois limited liability company ("Big Sky Park," and together
with Mortgagor, Crown Packaging and Polycon, individually and collectively, "Obligor"), to Mortgagee
arising under the following instrument(s) or agreement(s) (collectively, the "Debt Instrument"), plus
interest thereon as well as all claims by Mortgagee against Obligor or any one of them, whether now existing
or hereafter arising, whether related or unrelated to the purpose of the Debt Instrument, whether Mortgagor
may be liable or jointly with others, whether obliged as guarantor, surety, accommodation party or
otherwise:

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(i) A certain Construction Loan Agreement dated March 31, 2016 between Big Sky Park and Mortgagee which provides for extensions of credit in a principal amount not exceeding Thirteen Million and No/100 Dollars (\$13,000,000.00), having a final maturity date of March 31, 2024;

(ii) A certain Loan Agreement dated March 31, 2016 among Crown Packaging, Polycon and Mortgagee which provides for extensions of credit in a principal amount not exceeding Seven Million and No/100 Dollars (\$7,000,000.00), having a final maturity date of September 30, 2019 (the "Crown/Polycon Loan Agreement");

(iii) A certain Loan Agreement dated March 31, 2016 between Mortgagor and Mortgagee which provides for extensions of credit in a principal amount not exceeding One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), having a final maturity date of September 30, 2019;

(iv) A certain Note & Security Agreement dated as of March 29, 2016 made by and among Crown Packaging and Polycon and Mortgagee, as successor in interest to Banc of America Leasing & Capital, LLC, a Delaware limited liability company which provides for extensions of credit in a principal amount not exceeding One Million Two Hundred Eighty Three Thousand Nine Hundred Ninety and 70/100 Dollars (\$1,283,990.70), having a final maturity date of April 5, 2020;

(v) A certain Note & Security Agreement dated as of April 26, 2017 by and among Crown Packaging and Polycon and Mortgagee which provides for extensions of credit in a principal amount not exceeding Three Million Five Hundred Twenty Two Thousand Two Hundred Eighteen and 74/100 Dollars (\$3,522,218.74), having a final maturity date of May 5, 2024; and

(vi) A certain Note & Security Agreement dated as of April 26, 2017 by and among Crown Packaging and Polycon and Mortgagee which provides for extensions of credit in a principal amount not exceeding Three Million Four Hundred Seventy Seven Thousand Seven Hundred Eighty One and 26/100 Dollars (\$3,477,781.26), having a final maturity date of May 5, 2024.

This Mortgage also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety; notwithstanding the foregoing, this Mortgage shall in no event secure the Polycon Corporate Card Exposure as defined in the Crown/Polycon Loan Agreement;"

2. All references in the Mortgage to the Debt Instrument shall mean a reference to such instruments as each may be amended, restated or modified from time to time.

3. Mortgagor expressly acknowledges and agrees that, except as expressly set forth herein, this Amendment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Mortgage, and Mortgagor hereby ratifies, confirms and agrees that the Mortgage and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for Mortgagee's benefit thereunder, shall continue to secure, in the same manner, in the same priority and to the same extent set forth therein, the payment and performance of the Secured Obligations, as amended hereby, and all of same are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

4. Mortgagor acknowledges and agrees that the execution and/or acceptance of this Amendment by Mortgagee shall not be deemed or construed as a (a) novation or an accord and satisfaction

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of any of Mortgagor's duties, obligations and liabilities contained in the Debt Instrument; (b) waiver, modification, restriction or limitation of any and all of Mortgagee's rights and benefits arising under the Debt Instrument by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Debt Instrument; or (c) precedent, and that Mortgagee shall be under no obligation, express or implied, to grant Mortgagor any future or further modification, renewal, extension and/or amendment to the Mortgage, as amended hereby or any or all of the other Debt Instrument, except as provided therein.

5. Neither this Amendment nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Capitalized terms used in this Amendment but not otherwise defined herein shall have the meanings ascribed thereto in the Mortgage.

7. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation of such party.

8. This Amendment shall be governed by and construed in accordance with the laws of the State in which the Property is located.

9. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute together but one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

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(Signature Page to Amendment to Mortgage)

MORTGAGEE

BANK OF AMERICA, N.A.

By: Raymond P. Abbott
Name: RAYMOND P. ABBOTT
Title: SENIOR VICE PRESIDENT

STATE OF IL)
COUNTY OF COOK) SS

I, Kelly L. Kampenga, Notary Public in and for said County and State, do hereby certify that Raymond P. Abbott, the Senior Vice President of **BANK OF AMERICA, N.A.**, a national banking association, and 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 SVP of said association, pursuant to the authority given by its board of directors, as his/her free and voluntary act and deed, and the free and voluntary act and deed of said association for the uses and purposes therein set forth.

GIVEN under my hand and official seal this the 31 day of October, 2018.

[Official Seal]

Kelly L. Kampenga
Notary Public

My Commission Expires: 08/31/2021



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

ALL OF BLOCK 3 IN EBERHART & WILBUR'S SUBDIVISION OF BLOCK 25 OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF SAID BLOCK 3 AFORESAID LYING SOUTH OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF LOT 13 IN SAID BLOCK, 21 AND 8/10THS FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 13 TO THE SOUTHWEST CORNER OF LOT 12) AND (EXCEPT FROM SAID BLOCK 3 THAT PART LYING WEST OF A LINE DRAWN PARALLEL WITH AND 50 FEET EAST OF THE WEST LINE OF SECTION 7) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 5, 6, 7, 8 AND 9 IN BLOCK 2 IN EBERHART & WILBUR'S SUBDIVISION OF BLOCK 25 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address of Subject Property:

401 North Western Avenue, Chicago, Illinois 60612

2334 W. Hubbard Street, Chicago, Illinois 60612

Permanent Real Estate Index Number:

17-07-125-058-0000

17-07-125-059-0000

17-07-132-001-0000