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Doc#. 2029139012 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 10/19/2020 09:34 AM Pg: 1 of 11

THIS DOCUMENT PREPARED
BY AND AFTER RECORDING RETURN
TO:

Victor A. Des Laurier, Esq.
Thompson Coburn LLP
55 E. Monroe Street, 37th Floor
Chicago, Illinois 60603

Property: 205 Huehl Rd.
Northbrook, Illinois 60062

P.I.N.: 04-05-105-024-0000

MODIFICATION OF MORTGAGE AND LOAN DOCUMENTS

THIS MODIFICATION OF MORTGAGE AND LOAN DOCUMENTS ("Modification") is made as of August 24, 2020, by NORSAFE PARTNERS LIMITED PARTNERSHIP, an Illinois limited partnership, d/b/a N.R. PROPERTIES ("Mortgagor"), to and for the benefit of NORTHBROOK BANK & TRUST COMPANY, N.A., formerly known as Northbrook Bank & Trust Company, an Illinois state chartered bank, its successors and assigns ("Mortgagee").

RECITALS

A. Mortgagor and Mortgagee have entered into a Mortgage and Security Agreement and UCC Fixture Filing dated September 15, 2014, and recorded with the Cook County Recorder of Deeds on September 29, 2014, as Document No. 1427204061, ("Mortgage"), affecting real property located in Cook County, Illinois and legally described as follows:

See Legal Description on Exhibit A, attached hereto and made a part hereof

Commonly known as 205 Huehl Rd., Northbrook, Illinois 60062 ("Real Estate")

B. The Mortgage currently secures a loan facility provided by Mortgagee to Mortgagor, on or about September 15, 2014, in the original principal amount of \$1,770,000.00, as thereafter modified ("Loan").

C. The Loan is evidenced and secured by (i) a Promissory Note from Mortgagor to Mortgagee dated September 15, 2014 in the original principal amount of \$1,770,000.00 as thereafter modified ("Note"), (ii) an Assignment of Rents and Leases from Mortgagor to Mortgagee dated September 15, 2014, and recorded with the Cook County Recorder of Deeds on September 29, 2014 as Document No. 1427204062 ("Assignment of Rents"), (iii) an Environmental Indemnity Agreement from Mortgagor and Richard Rivkin to Mortgagee dated September 15, 2014 ("EIA"), (iv) a Guaranty of Payment and Performance from Richard Rivkin to Mortgagee dated September 15, 2014 ("Guaranty") and such other documentation evidencing

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or securing Loan (individually and collectively with the Mortgage, Note, Guaranty, Assignment of Rents and EIA referred to herein as the “**Loan Documents**”).

D. In support of the Loan Documents, Saf-T-Gard International, Inc., an Illinois corporation (“**Saf-T-Gard**”) granted Mortgagee a security interest in all of its business assets pursuant to that certain Security Agreement dated as of September 15, 2014, by and between Saf-T-Gard and Mortgagee, as amended or restated from time to time.

E. Mortgagee and Mortgagor are willing to agree to modify the Loan as hereinafter set forth. Any capitalized term not defined in herein shall have the definition ascribed to it in the Loan Documents.

MODIFICATIONS AND AGREEMENTS

1. **Definitions/Recitals.** Except as expressly set forth in this Modification, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage, as amended hereby.

2. **Amendments to Mortgage.** Mortgagee and Mortgagor hereby modify the Mortgage as follows:

A. **Recitals.** The Mortgage is hereby amended by deleting the recital paragraphs beginning with the first “WHEREAS” on page one of the Mortgage in their entirety and substituting therefor the following:

“WHEREAS, Mortgagor is the owner of the fee simple estate in and to the real estate described in Exhibit A attached hereto and by this reference incorporated herein (the “Premises” or “Mortgaged Premises”); and,

WHEREAS, pursuant to a Loan Agreement dated September 15, 2014, as amended or restated from time to time (collectively, the “Loan Agreement”; capitalized terms used herein and not defined herein shall have the respective meanings assigned thereto in the Loan Agreement), Mortgagee agreed to make a loan to Mortgagor in the original principal amount of One Million Seven Hundred Seventy Thousand and 00/100 Dollars U.S. (\$1,770,000.00), to be used by Borrower to refinance existing indebtedness (the “Loan”); and

WHEREAS, the Loan shall be evidenced by that certain Promissory Note dated as of September 15, 2014 in the original principal amount of One Million Seven Hundred Seventy Thousand and no/100 Dollars (\$1,770,000.00), as amended by that certain Promissory Note Modification Agreement dated as of October 19, 2015, that certain Promissory Note Modification Agreement dated as of October 30, 2019, but effective as of September 15, 2019, and that certain Promissory Note Modification Agreement dated as of March 31, 2020, each by and between Mortgagor and Mortgagee (as further amended or restated from time to time, the “Note”), whereby Mortgagor promises to pay the said principal sum and interest at the rate and in installments as provided in the Note; and

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WHEREAS, this Mortgage is given to secure the Note in the amount of One Million Seven Hundred Seventy Thousand and 00/100 Dollars U.S. (\$1,770,000.00), all as described in the Loan Agreement, the "Related Party Loan Documents" (as hereinafter defined, and secures not only the indebtedness from Mortgagor and Saf-T-Gard International, Inc., an Illinois corporation ("Saf-T-Gard") to Mortgagee existing on the date hereof but all such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made after the date of this Mortgage as provided in the Loan Agreement and the Related Party Loan Documents, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. **MAXIMUM INDEBTEDNESS:** the total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of \$17,540,000.00 plus interest thereon, plus any advances or disbursements made by Mortgagee for the payment of taxes, special assessments, insurance, or other items as provided in this Mortgage relating to the Mortgaged Premises, together with the interest on such advances or disbursements at the applicable rate set forth in the Note.

WHEREAS, this Mortgage is also given to secure all loans, obligations and indebtedness, whether now existing or hereafter arising, of Saf-T-Gard to Mortgagee of any kind or nature, whether now existing or hereinafter arising, whether related or unrelated, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, arising from or evidenced by any of the following (collectively the "Related Party Loan Documents"): (i) that certain Loan and Security Agreement dated as of November 1, 2010, as amended by that certain Modification of Loan Security Documents dated as of March 6, 2011, that certain Modification of Loan Security Documents dated as of September 1, 2011, that certain Modification of Loan Security Documents dated as of November 1, 2012, that certain Fourth Modification of Loan Security Documents dated as of October 8, 2013, that certain Fifth Modification of Loan Security Documents dated as of January 9, 2014, that certain Sixth Modification of Loan Security Document dated as of September 15, 2014, that certain Seventh Modification of Loan Security Documents dated as of January 29, 2015, that certain Eighth Amendment to Loan and Security Agreement dated as of October 19, 2015, that certain Ninth Amendment to Loan and Security Agreement dated as of October 12, 2017, that certain Tenth Amendment to Loan and Security Agreement dated as of September 17, 2018, that certain Eleventh Amendment to Loan and Security Agreement dated as of October 30, 2019, that certain Twelfth Amendment to Loan and Security Agreement dated as of March 31, 2020, and that certain Thirteenth Amendment to Loan and Security Agreement dated as of August 24, 2020, each by and between Saf-T-Gard and Mortgagee (as may be further amended or restated from time to time, the "Saf-T-Gard Loan Agreement"), (ii) that certain Replacement Revolving Loan Note dated August 24, 2020 from Saf-T-Gard to Mortgagee in a maximum aggregate principal amount not to exceed Seven Million and no/100 Dollars (\$7,000,000.00), together with any and all extensions, renewals and modifications thereof and substitutions thereof ("Revolving Note"), and (iii) any loan agreement, mortgage,

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security agreement, guaranty or other agreement document and instrument executed and delivered in connection with the Saf-T-Gard Loan Agreement and the Revolving Note.

NOW, THEREFORE, Mortgagor, to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, the Note and the Related Party Loan Documents secured hereby and any other sums advanced by Mortgagee to protect the security of this Mortgage or discharge the obligations of Mortgagor hereunder, and the performance of the covenants and agreements herein contained and contained in the Note, the Related Party Loan Documents and in any other documents evidencing or securing the indebtedness evidenced by the Note and described in the Loan Agreement (the Note, this Mortgage, the Loan Agreement and such other documents being hereinafter referred to collectively as the "Loan Documents"), by Mortgagor to be performed, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, GRANT, CONVEY and RELEASE unto Mortgagee, its successors and assigns, the Mortgaged Premises and all of its estate, right, title and interest therein, situated, lying and being in the County of Cook and State of Illinois.

TOGETHER with all easements, rights of way, strips and gores of land, vaults, streets, alleys, water rights, mineral rights, and rights used in connection with the Land or to provide a means of access to the Land, and all tenements, hereditaments and appurtenances thereof and thereto pertaining or belonging, and all underground and overhead passageways and licenses in connection therewith;

TOGETHER with all leasehold estates, right, title and interest of Mortgagor in any and all leases, subleases, management agreements, arrangements, concessions, or agreements, written or oral, relating to the use and occupancy of the Land and improvements or any portion thereof located thereon, now or hereafter existing or entered into;

TOGETHER with all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily);

TOGETHER with any and all buildings and improvements now or hereafter erected on the Land, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements and all tangible personal property owned by Mortgagor now or any time hereafter located on or at the Land or used in connection therewith, including, but not limited to, all goods, machinery tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating, boilers, refrigerating, electronic monitoring, water, lighting, power, sanitation, waste removal entertainment, recreational, window or structural cleaning rigs maintenance and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets) furnishings, appliances, inventory, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, and

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all other fixtures, apparatus, equipment, furniture, furnishings, all construction, architectural and engineering contracts, subcontracts and other agreements now or hereafter entered into by Mortgagor and pertaining to the construction or remodeling of improvements on the Mortgage Premises, plans and specifications and other tests or studies now or hereafter prepared in contemplation of constructing or remodeling improvements on the Mortgage Premises, it being understood that the enumeration of any specific articles of property shall in nowise result in or be held to exclude any items of property not specifically mentioned;

TOGETHER with all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereinafter acquire in the Premises, and any and all awards made for the taking by eminent domain, or by any proceedings or purchase in lieu thereof, of the whole or any part of the Premises, including, without any limitation, any awards resulting from the change of grade of streets and awards for severance damages.

All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that it is lawfully seized of the Premises, that the same are unencumbered except for the Permitted Exceptions, and that it has good right, full power and lawful authority to convey and mortgage the same, and that it will warrant and forever defend the Premises and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the Premises unto Mortgagee, its successors and assigns forever, for the purposes and uses herein set forth.”

B. Notices. Section 22 of the Mortgage is hereby amended by deleting the notice information for Mortgagee and substituting therefor the following:

“If to Mortgagee:

Northbrook Bank & Trust Company, N.A.
1100 Waukegan Road
Northbrook, Illinois 60062
Attention: Ms. Kirsten Videka

with a copy to:

Thompson Coburn LLP
55 E. Monroe Street, 37th Floor

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Chicago, Illinois 60603
Attention: Victor A. Des Laurier

With a copy to:

Wintrust Business Credit
231 S. LaSalle Street, 2nd Floor
Chicago, Illinois 60604
Attention: Mr. Eric M. Edelheit

3. **Liabilities Secured.** Mortgagor and Mortgagee acknowledge and agree that the Mortgage secures the Note, the Loan Agreement, the Related Party Loan Documents and all other obligations and liabilities due or payable from Mortgagor and/or Saf-T-Gard to Mortgagee pursuant to the Note, the Loan Documents, the Mortgage, the Related Party Loan Documents and any of the other Loan Documents executed and delivered by Mortgagor or Saf-T-Gard to Mortgagee.

4. **Continuing Validity.** Except as expressly modified above, the terms of the Mortgage and Loan Documents shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with its respective terms. Consent by Mortgagee to this Modification does not waive Mortgagee's right to require strict performance of the Mortgage or Loan Documents as changed above nor obligate Mortgagee to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Note or other Loan Documents. It is the intention of Mortgagee to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note and Loan Documents including accommodation parties, unless a party is expressly released by Mortgagee in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Mortgagee that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

5. **Mortgage Validity.** The Mortgage represents the unconditional, absolute, valid and enforceable obligation of and against Mortgagor in favor of Mortgagee. Mortgagor has no claims, counterclaims or set-offs with respect to the Loan or the Loan Documents as modified herein. Mortgagor understands and acknowledges that the Mortgagee entered into this Modification in reliance upon, and in partial consideration for, this acknowledgment and representation, and agrees that such reliance is reasonable and appropriate. The undersigned Mortgagor hereby confirms and reaffirms all of the representations and warranties in the Mortgage and Loan Documents as of the date hereof as being true, accurate and complete.

6. **Time.** Time is of the essence of this Modification and each term hereof.

7. **General Provisions.** Any waiver contained in this Modification is singular in nature and should not be construed to represent a waiver of any other term of the Mortgage, nor should any such waiver be considered continuing in nature.

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8. **Governing Law.** This Modification and all other Loan Documents and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois without regard to principles concerning choice of law. In any action arising out of or connected with the Mortgage or this Modification, the Mortgagor hereby expressly consents to the personal jurisdiction of any state or federal court located in Cook County, State of Illinois and also consents to service of process by any means authorized by federal or governing state law.

9. **Counterparts.** This Modification may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same instrument. This Modification shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

10. **Authority.** The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

11. **Fees, Costs and Expenses.** Mortgagor agrees to pay, upon demand, all fees, costs, title charges and expenses incurred by Mortgagee, including, but not limited to, reasonable attorneys' fees, in connection with the preparation, execution, delivery, recording and administration of this Modification and the other agreements, documents and instruments executed and delivered pursuant hereto or in connection herewith.

12. **Waiver of Jury Trial.** MORTGAGOR AND MORTGAGEE EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.

(Remainder of Page Intentionally Blank; Signature Page Follows)

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IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage as of the date first above written.

MORTGAGOR:

NORSAFE PARTNERS LIMITED
PARTNERSHIP, an Illinois limited partnership,
d/b/a N.R. Properties

By: Norsafe Management, Inc., an Illinois corporation

By: Richard A. Rivkin
Name: Richard Rivkin
Title: President

MORTGAGEE:

NORTHBROOK BANK & TRUST COMPANY,
N.A.

By: Leo Latz
Name: Leo Latz
Its: VP

Property of Cook County Clerk's Office

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STATE OF ILLINOIS

) SS

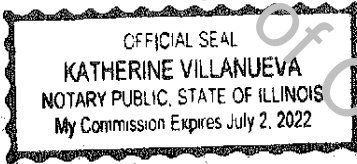
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that LEO LATZ, personally known to me to be the of NORTHBROOK BANK & TRUST COMPANY, N.A., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of AUGUST, 2020.

Katherine Villanueva

Notary Public



My commission expires:

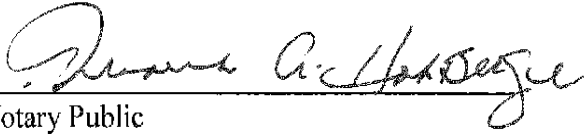
07/02/2022

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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid do hereby certify that Richard Rivkin, personally known to me to be the President of Norsafe Management, Inc., an Illinois corporation, the General Partner of NORSAFE PARTNERS LIMITED PARTNERSHIP, an Illinois limited partnership, d/b/a N.R. PROPERTIES, and 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 own free and voluntary act, and the free and voluntary act of Norsafe Management, Inc., an Illinois corporation, as General Partner of NORSAFE PARTNERS LIMITED PARTNERSHIP, an Illinois limited partnership, d/b/a N.R. PROPERTIES, for the uses and purposes therein set forth.

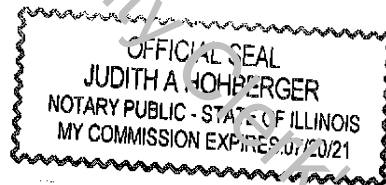
GIVEN under my hand and notarial seal this 24 day of AUGUST, 2020.



 Notary Public

My commission expires:

7/20/2021



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EXHIBIT A

LEGAL DESCRIPTION

LOT 2 IN RIVKIN'S SUBDIVISION, BEING A RESUBDIVISION OF LOT 62 IN SKY HARBOR AIR INDUSTRIAL PARK UNIT TWO, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 2009 AS DOCUMENT 0936519055, IN COOK COUNTY, ILLINOIS.

Commonly known as: 205 Huehl Rd., Northbrook, Illinois 60062

P.I.N.: 04-05-103-024-0000

Property of Cook County Clerk's Office