

Prepared By, Recording Requested
By, And After Recording Return
To:

Doc#. 2107708105 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/18/2021 10:31 AM Pg: 1 of 6

Dykema Gossett PLLC
10 S. Wacker Drive
Suite 2300
Chicago, Illinois 60606
Attn: Debra S. Clark, Esq.

THIRD MODIFICATION OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING

THIS THIRD MODIFICATION OF MORTGAGE (this "Modification") is entered into as of the 26th day of February, 2021 by and between WISS, JANNEY, ELSTNER ASSOCIATES, INC., an Illinois corporation ("Mortgagor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national association, its successors and assigns ("Mortgagee").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing dated as of December 20, 2013 executed by Mortgagor to Mortgagee, and recorded on December 23, 2013, as Document No. 1335744094 with the office of the Recorder of Deeds of Cook County, Illinois, as amended and modified by that certain First Modification of Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing dated as of November 2, 2015 between Mortgagor and Mortgagee and recorded on November 16, 2015, as Document No. 1532042004 with the office of the Recorder of Deeds of Cook County, Illinois, and as further amended and modified by that certain Second Modification of Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing dated as of July 24, 2020 between Mortgagor and Mortgagee and recorded on October 27, 2020, as Document No. 2029962039 with the office of the Recorder of Deeds of Cook County, Illinois (as so amended and modified, the "Mortgage").

B. Mortgagor and Mortgagee are party to that certain Credit Agreement dated as of December 20, 2013, as amended from time to time (as so amended, and as the same may be further amended, restated, amended and restated, supplemented and otherwise modified from time to time, including without limitation as amended and restated by the Amended and Restated Credit Agreement (as defined below), the "Credit Agreement").

083954.000015 4842-1153-6088.3

Property Addresses:

Permanent Index Numbers:

2840 Maria Avenue, Northbrook, Illinois 60062
255 Melvin Drive, Northbrook, Illinois 60062
330 Pflingsten Road, Northbrook, Illinois 60062
350 Pflingsten Road, Northbrook, Illinois 60062

04-05-202-044-0000
04-05-202-020-0000
04-05-202-045-0000
04-05-202-035-0000

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C. The obligations secured by the Mortgage have been amended and modified upon the terms and conditions set forth in that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Mortgagor, the other Borrowers (as defined therein), and Mortgagee, which among other things, provided for an increase in Term Loan A (as defined in the Credit Agreement) available from Mortgagee to Mortgagor to \$16,900,000.00 (the "Amended and Restated Credit Agreement"), and Mortgagor and Mortgagee have agreed to modify the Mortgage to accurately reflect the obligations secured thereby.

D. The Mortgage encumbers the real property described on Exhibit A attached hereto.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Mortgage is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the following obligations:

a. Payment to Mortgagee of all sums at any time owing, including any amounts which may be repaid from time to time and made available for reborrowing, with interest thereon, according to the terms of that certain Term Note dated December 20, 2013 made by Mortgagor and such other borrowers (collectively, the "Borrower") from time to time under the Credit Agreement (as defined below) payable to the order of Mortgagee, as amended and restated by that certain Amended and Restated Term Note A dated April 1, 2015 made by Borrower payable to the order of Mortgagee, as amended and restated by that certain Amended and Restated Term Note A dated as of November 2, 2015 of Borrower payable to the order of Mortgage (which also consolidated, amended and restated that certain Term Note B dated April 1, 2015 made by Borrower payable to the order of Mortgagee), and as further amended and restated by that certain Third Amended and Restated Term Note A dated as of even date herewith, made by Borrower and payable to the order of Mortgagee in the principal amount of Sixteen Million Nine Hundred Thousand and No/100 Dollars (\$16,900,000.00), and as the same may be further amended, supplemented, replaced or modified and in effect from time to time ("Note A");

b. Payment to Mortgagee of all sums at any time owing, including any amounts which may be repaid from time to time and made available for reborrowing, with interest thereon, according to the terms of that certain Delayed Draw Term Note dated April 1, 2015 made by Borrower payable to the order of Mortgagee or its order in the principal amount of Five Million and No/100 Dollars (\$5,000,000.00), as the same may be amended, supplemented, replaced or modified and in effect from time to time ("Note B"); and

c. Payment to Mortgagee of all sums at any time owing, including any amounts which may be repaid from time to time and made available for reborrowing, with interest thereon, according to the terms of that certain Revolving Note dated as of December 20, 2013, in the principal amount of \$15,000,00.00 made by Borrower payable to the order of Mortgagee, as amended and restated by that certain Amended and Restated Revolving Note dated as of April 1, 2015 made by Borrower payable to the order of Mortgagee in the principal amount of \$10,000,000.00, as amended and restated by that certain Amended and Restated Revolving Note dated as of November 2, 2015 in the principal amount of \$20,000,000.00 made by Borrower payable to Mortgagee, as amended and restated by that certain Third Amended and Restated Revolving Note dated as of July 24, 2020 in the principal amount of \$30,000,000.00 made by Borrower payable to the order of Mortgagee, as further amended and restated by that certain Fourth Amended and Restated Revolving Note dated as of even date herewith in the principal

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amount of \$20,000,000.00 made by Borrower payable to the order of Mortgagee, and as the same may be further amended, supplemented, replaced or modified and in effect from time to time ("Note C", and together with Note A and Note B, collectively, the "Note"); and

d. Payment and performance of all indebtedness, covenants and obligations on the part of Borrower under that certain Credit Agreement dated as of December 20, 2013 made by and among Borrower and Mortgagee, as the same has been heretofore amended by various amendments of various dates by and among Borrower and Mortgagee, including as amended and restated by that certain Amended and Restated Credit Agreement dated as of even date herewith (the "Amended and Restated Credit Agreement") by and among Borrower and Mortgagee, (as so amended, amended and restated by the Amended and Restated Credit Agreement and as the same may be further amended or modified and in effect from time to time, the "Credit Agreement") including, without limitation, the increase in Term Loan A (as defined in the Credit Agreement) to \$16,900,000 contemplated by the Amended and Restated Credit Agreement;

2. Each reference to "Credit Agreement" in the Mortgage is hereby amended to mean that certain Credit Agreement dated as of December 20, 2013 made by and among Borrower and Mortgagee, as the same has been heretofore amended by various amendments of various dates by and among Borrower and Mortgagee, including as amended and restated by that certain Amended and Restated Credit Agreement dated as of February 26, 2021 (the "Amended and Restated Credit Agreement") by and among Borrower and Mortgagee, (as so amended, amended and restated by the Amended and Restated Credit Agreement and as the same may be further amended or modified and in effect from time to time, the "Credit Agreement").

3. The Mortgage, as heretofore modified, in addition to any other Secured Obligations defined therein or arising thereunder, secures the payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation.

4. The real property and the whole thereof described in the Mortgage shall remain subject to the lien, charge or encumbrance of the Mortgage and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Mortgage, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Credit Agreement, the Notes, the Mortgage and/or any other Secured Obligation.

5. All terms and conditions of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Mortgage shall be read together, as one document.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed as of the day and year first above written.

MORTGAGOR:

WISS, JANNEY, ELSTNER ASSOCIATES, INC.,

By: [Signature]
Name: Steven J. Schmit
Title: Vice President and Chief Financial Officer

Property of Cook County Clerk's Office

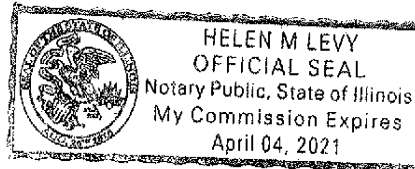
Acknowledgement

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Helen M. Levy, a Notary Public in and for said County, in the State aforesaid, do hereby certify Steven J. Schmit, the Vice President and Chief Financial Officer of WISS, JANNEY, ELSTNER ASSOCIATES, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President and Chief Financial Officer, 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th day of February, 2021.

[Signature]
NOTARY PUBLIC



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MORTGAGEE:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,

By: *John Linton*
Name: Joseph M. Linton
Title: Portfolio Manager PM - AVP

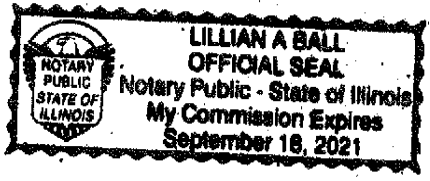
Acknowledgement

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lillian A. Ball, a Notary Public in and for said County, in the State aforesaid, do hereby certify Joseph M. Linton, a Portfolio Manager of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Portfolio Manager, 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 association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th day of February, 2021.

Lillian A. Ball
NOTARY PUBLIC



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EXHIBIT A TO THIRD MODIFICATION OF MORTGAGE

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

LOT 11 IN SKY HARBOR AIR-INDUSTRIAL PARK UNIT THREE, A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19975246.

PARCEL 2:

LOT 1 IN WISS JANNEY ELSTNER PLAT OF CONSOLIDATION RECORDED SEPTEMBER 9, 2016 AS DOCUMENT 1625329098, OF THAT PART OF LOT TEN IN SKY HARBOR AIR INDUSTRIAL PARK UNIT THREE, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21, 1966 AS DOCUMENT NO. 19975246, ALSO LOT THREE AND FIVE IN SKY HARBOR AIR INDUSTRIAL PARK UNIT ONE, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1965 AS DOCUMENT NO. 19641199, AND ALSO THE NORTH 175.00 FEET OF LOT ONE IN ROGERS RESUBDIVISION OF LOT FOUR IN SKY HARBOR AIR INDUSTRIAL PARK UNIT ONE, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 4, 1974 AS DOCUMENT NO. 22923751, ALL IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE SOUTH 10.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF, OF LOT 1 AND ALL OF LOT 2 IN ROGER'S RESUBDIVISION OF LOT 4 IN SKY HARBOR AIR INDUSTRIAL PARK UNIT 1, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 255 Melvin Dr. (Assessor for 020 PIN), 330 Pfingsten Road (Assessor for 045 PIN), and 350 Pfingsten Road (Assessor for 035 PIN), 2840 Maria Dr. (Assessor for 044 PIN); Northbrook, IL 60062

PERMANENT TAX NOS.: 04-05-202-020-0000; 04-05-202-044-0000; 04-05-202-045-0000; 04-05-202-035-000