

# UNOFFICIAL COPY

90106262

## MODIFICATION AND EXTENSION AGREEMENT

THIS MODIFICATION AND EXTENSION AGREEMENT (the "Extension Agreement") is made and entered into as of the 13<sup>th</sup> day of February, 1990 by and among Columbia Label Corporation, an Illinois corporation ("Columbia"), American National Bank and Trust Company of Chicago, not personally, but solely as trustee under Trust Agreement dated November 9, 1987 and known as Trust No. 103968-02 (the "Trust"), CL Associates Limited Partnership, an Illinois limited partnership (the "Partnership"), being the sole beneficiary of the Trust, CL Holdings, Inc., an Illinois corporation ("Holdings"), P. Brandt McCool ("McCool"), Steve Sarovich ("Sarovich") (Columbia, the Partnership, Holdings, McCool and Sarovich are hereinafter sometimes collectively referred to as the "Guarantors"), Russell Novak ("Novak") and The Exchange National Bank of Chicago, a national banking association (the "Lender").

### RECITALS

A. Columbia, the Partnership and Lender entered into a Loan Agreement dated as of November 12, 1987 (the "Loan Agreement") providing for the making of (i) a term loan by Lender to Columbia in the original principal amount of Three

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Hundred Ninety Thousand Dollars (\$390,000.00) (the "Term Loan"), (ii) a revolving line of credit by Lender to Columbia for a principal amount not to exceed Three Hundred Thousand Dollars (\$300,000.00) (the "Line of Credit") and (iii) a mortgage loan by Lender to the Trust in the original principal amount of Two Hundred Twenty Thousand Dollars (\$220,000.00) (the "Mortgage Loan").

B. Pursuant to the Loan Agreement, Columbia executed and delivered its (i) Term Note dated November 12, 1987 payable to the order of Lender in the original principal amount of Three Hundred Ninety Thousand Dollars (\$390,000.00) (the "Term Note") and (ii) Revolving Note dated November 12, 1987 payable to the order of Lender in the original principal amount of Three Hundred Thousand Dollars (\$300,000.00) (the "Revolving Note"), and the Trust executed and delivered its Promissory Note dated November 12, 1987 payable to the order of Lender in the original principal amount of Two Hundred Twenty Thousand Dollars (\$220,000.00) (the "Mortgage Note").

C. The Term Note and the Revolving Note are secured by that certain Security Agreement dated as of November 12, 1987 by and between Columbia and Lender (the "Security Agreement").

D. The Mortgage Note is secured by that certain (i) Mortgage dated as of November 12, 1987 executed by the Trust in favor of Lender recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 13, 1987 as

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document no. 87612983 (the "Mortgage"), encumbering that certain parcel of improved real property described on Exhibit A attached hereto and by reference made a part hereof (the "Real Property") and (ii) Assignment of Leases and Rents dated as of November 12, 1987 executed by the Trust in favor of Lender recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 13, 1987 as document no. 87612984 (the "Assignment of Rents").

E. On June 19, 1989 a Modification and Extension Agreement was executed by all of the parties hereto and was recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document no. 89300867. The Modification and Extension Agreement extended the maturity date of the Term Note, the Revolving Note and the Mortgage Note to February 1, 1990 subject to the terms and conditions set forth in that Agreement.

F. Columbia, the Trust and the Partnership have again requested that Lender extend the maturity dates of the Term Note, the Revolving Note and the Mortgage Note (collectively, the "Notes") and Lender is willing to do so subject to and in accordance with the terms and conditions hereinafter set forth.

G. Lender's willingness to extend the maturity dates of the Notes is conditioned upon the Guarantors and Novak joining in the execution hereof and making certain reaffirmations and covenants as set forth herein.

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H. Columbia, the Trust, the Partnership and Lender mutually desire to modify the Loan Agreement, the Notes, the Security Agreement, the Mortgage, the Assignment of Rents and all other documents delivered to Lender in connection therewith as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Terms Used. Unless otherwise defined herein, each capitalized term used herein shall have the same meaning as ascribed to it in the Loan Agreement.

2. Incorporation of Recitals. The foregoing recitals are hereby incorporated herein as if fully set forth herein and constitute the representations and warranties of the parties hereto.

3. Extension of Notes. The maturity date as set forth in the Notes and as such date may be referred to in the Loan Documents is hereby extended to April 1, 1990. It is hereby expressly agreed and acknowledged by the parties hereto that the indebtedness evidenced by the Notes is continuing indebtedness and nothing herein shall be deemed to constitute a payment, settlement or novation of the Notes or to release or otherwise adversely affect any lien, mortgage or security interest securing such indebtedness or

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any rights of Lender against any Guarantor, surety or other party primarily or secondarily liable for such indebtedness. The granting of this extension of the Notes as set forth herein is effective only as to the time period hereinabove set forth and shall in no way constitute a waiver of or abrogate any of Lender's rights, remedies or powers under the Loan Agreement, as extended, or under any of the Loan Documents, nor shall it obligate Lender to grant any further extensions or modifications of the Loan Documents.

4. Representations and Warranties. Columbia and the Partnership hereby remake and reaffirm as of the date hereof all of their representations and warranties set forth in Sections 4 and 5, respectively, of the Loan Agreement, and each additionally represents and warrants, as the case may be, that:

a. the borrowing under the Loan Agreement, as extended hereby, the execution and delivery of this Extension Agreement and the performance by Columbia of its obligations thereunder, hereunder and under its Loan Documents are within Columbia's corporate powers, have been authorized by all necessary corporate action, have received all necessary governmental approval (if any shall be required) and do not contravene or conflict with any provision of law or of the articles of incorporation or by-laws of Columbia or any agreement binding upon Columbia;

b. the borrowings under the Loan Agreement, as

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extended hereby, the execution and delivery of this Extension Agreement and the performance by the Partnership of its obligations thereunder, hereunder and under its Loan Documents are within the Partnership's powers, have been authorized by all necessary partnership action, have received all necessary governmental approval (if any shall be required) and do not contravene or conflict with any provision of law or of the Partnership Agreement of the Partnership, the trust agreement creating the Trust or any agreement binding upon the Partnership and/or the Trust;

c. this Extension Agreement constitutes a legal, valid and binding obligation of Columbia, the Partnership and the Trust, enforceable strictly in accordance with its terms except as the same may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, or other laws relating to the enforcement of creditors' rights; (ii) certain equitable remedies, including without limiting the generality of the foregoing, specific performance and acceleration of the indebtedness which may not be granted by a court; and (iii) certain general principles of equity;

d. no Event of Default under the Loan Agreement and the Loan Documents, as extended, has occurred and is continuing on the date hereof.

The foregoing representations and warranties shall become part of Sections 4 and 5, as the case may be, of the Loan Agreement and/or the Loan Documents, as extended.

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5. Conditions of Effectiveness. This Extension Agreement shall become effective, as of the date hereof, upon satisfaction of the condition precedent that the Lender shall have received all of the following each duly executed, in form and substance satisfactory to Lender and its counsel, and in such number of signed counterparts as Lender may request:

(i) Extension Agreement: This Extension Agreement;

(ii) Endorsement to Title Policy: Endorsement to existing Lender's title policy issued by Ticor Title Insurance Company insuring (a) the lien of the Mortgage, as hereby extended, as a first and paramount mortgage lien on the Real Property and (b) the enforceability of the revolving loan provisions contained in the Agreement.

(iii) Searches: Uniform Commercial Code, tax and judgment searches dated not earlier than February 1, 1990, on the Trust, the Partnership, Holdings and Columbia conducted with the Illinois Secretary of State and the Recorder of Deeds of Cook County, Illinois.

(iv) Resolutions: A copy of the resolutions of the Board of Directors and the shareholders of Columbia and Holdings, respectively, authorizing or ratifying the execution, delivery and performance of this Extension Agreement, certified

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by the Secretaries of Columbia and Holdings, respectively.

(v) Incumbency: A certificate of the Secretaries of Columbia and Holdings, respectively, certifying the names of the officer(s) of Columbia and Holdings, respectively, authorized to sign this Extension Agreement, together with a sample of the true signature of each such officer(s) (the Lender may conclusively rely on such certificate until formally advised by a like certificate of any changes therein);

(vi) Amendments to Articles of Incorporation and By-Laws: Copies of all amendments to the articles of incorporation and by-laws of Columbia and Holdings, respectively, if any, since November 12, 1987, certified by the Secretaries of Columbia and Holdings, respectively;

(vii) Good Standing Certificates: Good Standing Certificates for Columbia and Holdings, respectively, dated not earlier than February 1, 1990 issued by the Secretary of State of Illinois

(viii) Amendments to Partnership Agreement: Copies of all amendments to the Partnership Agreement of the Partnership, if any, since November 12, 1987, certified by the general partner of the Partnership;

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(ix) Amendments to Trust Agreement: Copy of the trust agreement creating the Trust and all amendments and assignments of beneficial interest therein, if any, certified by the trustee of the Trust;

(x) Miscellaneous: Such other documents as Lender may request.

6. Guarantors' and Novak's Reaffirmation.

a. Each Guarantor, by execution of this Extension Agreement, hereby (i) reaffirms, ratifies and remakes his or its respective guaranty delivered to Lender in connection with the Loan Agreement and the Notes (each, a "Guaranty"), (ii) consents to the terms and provisions of this Extension Agreement, and (iii) covenants and agrees that the modifications set forth herein shall in no way impair his or its respective obligations under his or its Guaranty. Each Guarantor hereby represents and warrants that (i) his or its respective Guaranty and this Extension Agreement constitute the legal, valid and binding obligations of such Guarantor, enforceable strictly in accordance with its terms and (ii) no Event of Default under the respective Guarantor's Guaranty has occurred and is continuing on the date hereof.

b. Novak, by execution of this Extension Agreement, hereby (i) reaffirms, ratifies and remakes his Pledge Agreement dated as of November 12, 1987 by and between Novak

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and Lender (the "Pledge Agreement"), (ii) consents to the terms and provisions of this Extension Agreement, (iii) covenants and agrees that (iv) this Extension Agreement in no way impairs his obligations under the Pledge Agreement and (x) the Pledge Agreement and this Extension Agreement constitute the legal, valid and binding obligation of Novak, enforceable strictly in accordance with its terms.

7. Revolving Credit. The parties intend that the Mortgage secure the payment of that certain Revolving Note dated November 12, 1987 in the principal amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) made by Columbia which Revolving Note evidences a "revolving credit" as defined in Chapter 17, Section 6405 of the Illinois Revised Statutes. The parties intend that every disbursement under such Revolving Note will have the same priority as the initial disbursements. No disbursements will be made under such Revolving Note more than twenty (20) years from the date hereof.

8. Counterparts. This Extension Agreement may be executed by the parties on any number of separate counterparts and by each party on separate counterparts; each counterpart shall be deemed an original instrument; and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

9. Successors and Assigns. This Extension Agreement and the Loan Agreement, as extended, shall be binding upon

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and inure to the benefit of Columbia, the Partnership, the Trust, the Lender and their respective successor and assigns, except that neither Columbia, the Partnership, nor the Trust may transfer or assign any of their rights or interest hereunder or thereunder.

10. Captions. Captions in this Extension Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions thereof.

11. Fees. Columbia and the Partnership agree, upon written request of the Lender, to pay or reimburse the Lender for all costs and expenses of preparing, seeking advice in regard to, preserving its rights under, and enforcing this Extension Agreement, the Loan Agreement as extended hereby, and any document or instrument executed in connection herewith and therewith (including legal fees, whether in or out of court, in original or appellate proceedings or in bankruptcy).

12. Construction. This Extension Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Illinois, and shall be deemed to have been executed in the State of Illinois.

13. Submission to Jurisdiction; Venue. To induce the Lender to enter into this Extension Agreement, the Trust and the Guarantors irrevocably agree that, subject to the Lender's sole and absolute election, all suits, actions or other proceedings in any way, manner or respect, arising out

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of or from or related to this Extension Agreement, the Loan Agreement, as extended hereby, the Loan Documents, or any document executed in connection herewith and therewith, shall be subject to litigation in courts having situs within Chicago, Illinois. Columbia, the Partnership, the Trust and the Guarantors hereby consent and submit to the jurisdiction of any local, state, or federal court located within Chicago, Illinois. Columbia, the Partnership, the Trust and the Guarantors hereby waive any right they may have to transfer or change the venue of any suit, action or other proceeding brought against any of them by the Lender in accordance with this Section, or to claim that any such proceeding has been brought in an inconvenient forum.

14. Extension of the Loan Agreement. This Extension Agreement shall be deemed to be an extension to the Loan Agreement, the Notes, the Mortgage, the Assignment of Rents and the Loan Documents. All references to the Loan Agreement in any other document or instrument shall be deemed to refer to the Loan Agreement as extended hereby. As hereby extended the Loan Agreement and the Loan Documents are hereby ratified and confirmed in each and every respect.

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11-11-11



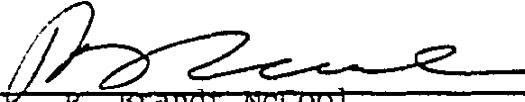
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IN WITNESS WHEREOF, the parties hereto have executed this Extension Agreement on the day and year first written above.

Illinois corporation


COLUMBIA LABEL CORPORATION, an

Attest:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: P. Brandt McCool  
Title: President


CL ASSOCIATES LIMITED PARTNERSHIP,  
an Illinois limited partnership


By: CL Holdings, Inc., an Illinois  
corporation, its general partner

By:   
Name: P. Brandt McCool  
Title: President

This instrument is executed by the undersigned Loan Trustee, not personally but as Trustee under Trust Agreement dated November 9, 1987 and known as Trust No. 103968-02. The undersigned represents and warrants that he is the duly authorized representative of the Trustee under the Trust Agreement and that he is acting in the capacity of the Trustee under the Trust Agreement. The undersigned represents and warrants that he is acting in the capacity of the Trustee under the Trust Agreement and that he is acting in the capacity of the Trustee under the Trust Agreement. The undersigned represents and warrants that he is acting in the capacity of the Trustee under the Trust Agreement and that he is acting in the capacity of the Trustee under the Trust Agreement.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not personally,  
but solely as Trustee under Trust  
Agreement dated November 9, 1987 and  
known as Trust No. 103968-02

Attest:   
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: ASSISTANT SECRETARY

By:   
Name: J. MICHAEL WHELAN  
Title: VICEL PRESIDENT

CL HOLDINGS, INC., an Illinois  
corporation

Attest:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: P. Brandt McCool  
Title: President

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[Signature]  
P. Brandt McCool, individually

[Signature]  
Steve Sarovich, individually

[Signature]  
Russell Novak, individually

THE EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association

Attest:  
By: [Signature]  
Name: Austin S. [Signature]  
Title: Clerk

By: [Signature]  
Name: Jacques [Signature]  
Title: Loan officer

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This instrument prepared by and when recorded return to:

Amy L. Kurland, Esq.  
Schwartz & Freeman  
401 North Michigan Avenue  
Suite 3400  
Chicago, Illinois 60611

00105282

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10/11/2011 10:00 AM

COOK COUNTY CLERK'S OFFICE  
10/11/2011 10:00 AM  
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## EXHIBIT A

Lots 29, 30, 31, 32, 33 and 34 in Block 4 in T. Parker's Resubdivision of the North half of the North East quarter of the South East quarter of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index Numbers:

13-27-406-019 Vol. 357 (Affects Lots 29 to 33)  
13-27-406-020 (Affects Lot 34)

Property Address:

4048 West Schubert  
Chicago, Illinois 60639

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Register of Deeds

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STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK     )  
                          DuPage

I, Carol M. Baker, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brandt McCool and \_\_\_\_\_ personally known to me to be the President and \_\_\_\_\_ of Columbia Label Corporation, an Illinois corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Brandt McCool and \_\_\_\_\_ they signed and delivered said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and seal this 6th day of March, 1990.

Carol M. Baker  
Notary Public

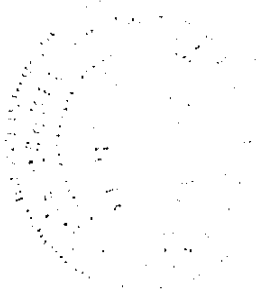
My Commissions Expires:

March 17, 1990

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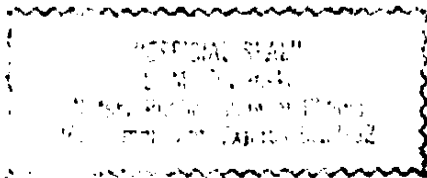
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS.

E. M. SOVINSKI

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of American National Bank and Trust Company of Chicago, a national banking association, not personally but as Trustee, under Trust Agreement dated November 9, 1987, and known as Trust No. 103968-02 and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_ they signed and delivered said instrument and caused the corporate seal of said national banking association to be affixed thereto, pursuant to authority given by the Board of Directors of said national banking association, as Trustee as aforesaid for the use and purposes therein set forth.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1990. 8 1990  
L. M. Sovinski  
Notary Public

My Commission Expires:  
\_\_\_\_\_



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STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK        )  
                          DuPage

I, Carol M. Baker, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brandt McCool and \_\_\_\_\_ personally known to me to be the President and \_\_\_\_\_ of CL Holdings, Inc., an Illinois corporation, being the general partner of CL Associates Limited Partnership, an Illinois limited partnership and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Brandt McCool and \_\_\_\_\_ they signed and delivered said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and seal this 6th day of March, 1990.

Carol M. Baker  
Notary Public

My Commissions Expires:

March 17, 1990

Clerk's Office

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10/20/2011 10:10:10 AM

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STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK     )  
                          DuPage

I, Carol M. Baker, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brandt McCool and \_\_\_\_\_ personally known to me to be the President and \_\_\_\_\_ of CL Holdings, Inc., an Illinois corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Brandt McCool and \_\_\_\_\_ they signed and delivered said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and seal this 6th day of March, 1990.

Carol M Baker  
Notary Public

My Commissions Expires:

March 17, 1990

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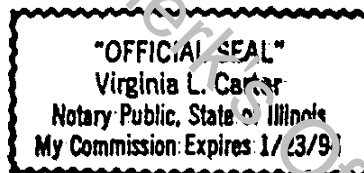
STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK        )     SS.

I, Virginia L. Carter, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joshua Eichenhorn and Ardin P. Buell personally known to me to be the Loan Officer and Assistant Secretary of The Exchange National Bank of Chicago, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Loan Officer and Assistant Secretary they signed and delivered said instrument and caused the corporate seal of said national banking association to be affixed thereto, pursuant to authority given by the Board of Directors of said national banking association, as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and seal this 8th day of March, 1990.

Virginia L. Carter  
Notary Public

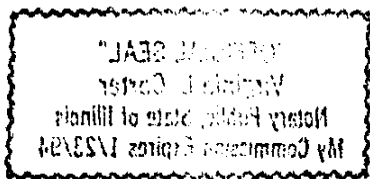
My Commission Expires:  
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STATE OF ILLINOIS    )  
                              )    SS.  
COUNTY OF ~~COOK~~    )  
                              )  
                              )    DuPage

I, Carol M. Baker, a notary public in and for said County, in the State aforesaid, do hereby certify that ~~Steve Sarovich~~ 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 6th day of March 1990.

Carol M. Baker  
Notary Public

My Commission Expires:

March 17, 1990

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STATE OF ILLINOIS    )  
                              )  
COUNTY OF ~~COOK~~    )    SS.  
                              )  
                              )    DuPage

I, Carol M. Baker, a notary public in and for said County, in the State aforesaid, do hereby certify that P. Brandt McCool 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 6th day of March, 1990.

Carol M. Baker  
Notary Public

My Commission Expires:

March 17, 1990

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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF ~~COOK~~ )  
                  DuPage

I, Carol M. Baker, a notary public in and for said County, in the State aforesaid, do hereby certify that Russell Novak 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 6th day of March, 1990.

Carol M. Baker  
Notary Public

My Commission Expires:  
March 17, 1990

DEPT-41 RECORDING 134.50  
TR#9999 TR# 1545 03/08/90 16:43:00  
#3036 # \* -90-106262  
COOK COUNTY RECORDER

90106262

3400  
M. Paul

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Mail to:

Exchange National Bank of Chicago  
120 S. La Salle St. Rm L-214  
Chicago, IL 60603

ATTN: JOSHUA EICKENHORN



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