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SECOND MODIFICATION AGREEMENT

THIS SECOND MODIFICATION AGREEMENT (the "Agreement") is made as of the 1st day of August, 1991 by and between BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association, formerly known as National Boulevard Bank of Chicago ("Lender"), PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated December 27, 1982 and known as Trust No. 6336 ("Borrower"), ADAM A. BREUER ("Guarantor") and BREUER ELECTRIC MFG. CO., an Illinois corporation ("Beneficiary").

RECITALS:

A. Borrower is the record owner of certain real estate located in Cook County, Illinois and legally described on Exhibit A attached (the "Property"). Beneficiary is the sole beneficiary of Borrower. Guarantor has the sole power of direction under Borrower and is the Chairman of the Board of Directors of Beneficiary.

B. Pursuant to a loan transaction under which Lender has advanced certain funds to Borrower (the "Loan"), Lender is the holder of a certain Mortgage Note dated March 25, 1985 (the "Note") in the principal amount of One Million Three Hundred Fifty Thousand and 00/100 Dollars (\$1,350,000.00) made by Borrower and Beneficiary payable to the order of Lender. The date for the payment of the principal balance due under the Note was September 1, 1991 (the "Maturity Date").

C. The Note is guaranteed pursuant to the terms of a Guaranty of Payment and Performance dated March 25, 1985 (the "Guaranty") executed by Guarantor in favor of Lender. The Note is secured by, among other things, (i) a Mortgage and Security Agreement dated March 25, 1985 (the "Mortgage") made by Borrower in favor of Lender, encumbering the Property and recorded with the Cook County, Illinois Recorder of Deeds on May 13, 1985 as Document No. 850 6593 and (ii) an Irrevocable Right to Approve Trust Documents dated March 25, 1985 (the "Irrevocable Right") made by Beneficiary in favor of Lender.

D. The Note and Mortgage were modified pursuant to a Modification Agreement dated January 23, 1986 (the "Modification Agreement") by and between Lender and Borrower, which Modification Agreement was consented to by Beneficiary and Guarantor, and which, among other things, extended the Maturity Date to January 1, 1992.

E. The outstanding principal balance due under the Note as of the date of this Agreement is One Million Ninety-Three Thousand Six Hundred Twelve and 50/100 Dollars (\$1,093,612.50) (the "Present Balance").

F. Borrower, Beneficiary and Guarantor have requested that Lender increase the principal amount of the Note and extend the Maturity Date of the Note, and Lender is willing to agree to such modifications, subject to all of the terms and conditions set forth below.

1. Principal Amount. As of the date of this Agreement, the principal amount of the Note is increased to One Million Seven Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars (\$1,747,500.00), which amount shall be amortized over twenty (20) years. Upon satisfaction of all of the conditions set forth herein, Lender shall advance to Beneficiary the difference between the Present Balance and the increased amount of the Note.

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2. **Maturity Date.** As of the date of this Agreement, the Maturity Date, as defined in the Note and modified in the Modification Agreement, is extended from January 1, 1992 to July 31, 1996.
3. **Principal and Interest Payments.** Commencing on the first day of August, 1991, and continuing on the first day of each of the next fifty-nine (59) consecutive calendar months, through and including July 1, 1996, Borrower and Beneficiary shall pay to Lender, as principal and interest payments under the Note, the sum of Seventeen Thousand Seven Hundred Forty-One and 26/100 Dollars (\$17,741.26), such payments to be made at Lender's offices as set forth in the Note.
4. **Interest Rate.** All references in the Note to the "Prime Rate" (as defined in the Note) shall be deleted, and interest on the outstanding principal balance due under the Note, as increased by this Agreement, shall bear interest at the rate of Ten and Three-Quarters Percent (10 3/4%) per year.
5. **New Guaranty.** In consideration for Lender's agreement to extend the Maturity Date and increase the principal amount of the Note, Guarantor agrees to execute a new guaranty (the "New Guaranty") in favor of Lender and to cause Linda Breuer-Murray to execute the New Guaranty and become jointly and severally liable as a co-guarantor of Borrower's and Beneficiary's obligations under the Note.
6. **Financial Covenants.** Beneficiary represents, warrants and covenants to Lender that at all times hereafter until the Note has been paid in full, it shall (i) maintain a ratio of "Current Assets" (as defined below) to "Current Liabilities" (as defined below) of not less than 2:3; (ii) maintain a ratio of "Indebtedness" (as defined below) to "Tangible Net Worth" (as defined below) of not more than 1:3; and (iii) limit its capital expenditures during any calendar year to not more than One Hundred Thousand Dollars (\$100,000.00) unless otherwise agreed to in writing by Lender. For purposes of this paragraph: (a) "Current Assets" shall mean the aggregate net book value of the current assets of Beneficiary as determined in accordance with generally accepted accounting principles, excluding any accounts, monies, contract rights, chattel paper and instruments owed to Beneficiary from any of its affiliated entities; (b) "Current Liabilities" shall mean the aggregate amount of all liabilities of Beneficiary which would be classified as current liabilities under generally accepted accounting principles; (c) "Indebtedness" shall mean all of Beneficiary's liabilities, obligations and indebtedness to any person, entity or agency of any and every kind and nature, whether primary, secondary, direct, indirect, absolute, contingent, fixed or otherwise, heretofore, now or hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under written or oral agreement, by operation of law or otherwise. Without in any way limiting the generality of the foregoing, Indebtedness specifically includes all obligations or liabilities of any person, entity or agency which are secured by any lien, claim, encumbrance or security interest upon property owned by Beneficiary even though Beneficiary has not assumed or become liable for the payment thereof, all obligations or liabilities created or arising under any lease of real or personal property, conditional sale or other title retention agreement with respect to property used or acquired by Beneficiary, even though the rights and remedies of the lessor, seller or lender thereunder are limited to repossession of such property, all unfunded pension fund obligations and liabilities, and all deferred taxes; and (d) "Tangible Net Worth" shall mean, as of any particular date, the difference between Beneficiary's consolidated total assets as they would normally be shown on the balance sheet of Beneficiary, but excluding therefrom all values attributable to goodwill, patents, copyrights, trademarks, licenses, prepaid expenses, capitalized leases, other general intangibles and accounts due from affiliated entities of Borrower, and Beneficiary's consolidated total liabilities and deferred charges as they would usually be shown on such balance sheet, including as liabilities all guarantees of the indebtedness of affiliated entities of Borrower.
7. **Cross-Collateralization.** The parties acknowledge and agree that any default by Beneficiary under (i) that certain Promissory Note Revolving Fixed Maturity dated June 28, 1991 (the "Revolver Note") in the amount of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) made by Beneficiary payable to the order of Lender, as modified by that certain Modification Agreement dated August 1, 1991 (the "Revolver Modification Agreement") by and between Lender and Beneficiary, or (ii) that certain Security Agreement (Accounts Receivable, Inventory and

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Equipment) dated June 28, 1991 by and between Lender and Beneficiary securing the Revolver Note, as modified by the Revolver Modification Agreement, shall constitute a default under this Agreement, and in the event of such a default, Lender shall have the right to exercise any and all remedies it may have under the Note, Mortgage, New Guaranty and/or Irrevocable Right.

8. **Loan Modification Fee.** Concurrently with the execution of this Agreement, Beneficiary shall pay as a loan modification fee to Lender, in cash or cash equivalent, the sum of \$26,212.50, which sum is equal to one and one-half percent (1.5%) of the new principal amount of the Note.

9. **Real Estate Taxes/Datedown Title Endorsement.** Notwithstanding anything in this Agreement to the contrary, all of the provisions of this Agreement shall be subject to and conditioned upon Guarantor and/or Beneficiary causing (i) all real estate taxes attributable to the Property which are currently due and payable or delinquent, and any penalties and interest, to be redeemed and/or paid in full, and (ii) Chicago Title Insurance Company to issue to Lender an endorsement to its Loan Policy No. 6993854 (the "Policy") (a) extending the effective date of the Policy through the date of the recording of this Agreement, (b) increasing the amount of the Policy to \$1,747,500.00, (c) insuring the first priority lien of the Mortgage, subject only to the Schedule B exceptions listed on the Policy, (d) raising no additional Schedule B exceptions unless approved by Lender, and (e) reflecting that all real estate taxes due and owing with respect to the Property have been fully paid.

10. **Financial Statements.** Beneficiary shall deliver or cause to be delivered to Lender (i) within one hundred twenty (120) days after the close of each fiscal year of Beneficiary, an annual financial statement, in form and substance reasonably satisfactory to Lender, prepared and certified by an independent certified public accountant reasonably satisfactory to Lender; (ii) within twenty (20) days after the end of each calendar month, a monthly financial statement prepared by Beneficiary and certified by an officer of Beneficiary; (iii) within twenty (20) days after the end of each calendar month, a monthly operating report of accounts receivable and inventory prepared by Beneficiary and certified by an officer of Beneficiary; and (iv) within thirty (30) days after the close of each fiscal year of Beneficiary, annual personal financial statements of Guarantor and Linda Breuer-Murray on a form to be prepared by Lender.

11. **Environmental Audit/Asbestos.** In the event of a default by Borrower or Beneficiary under this Agreement, or in the event circumstances arise which cause Lender to reasonably believe that an environmental audit, test and/or investigation of the Property is warranted, Lender shall have the right and option to require an environmental consultant/engineer acceptable to Lender to perform (i) a Phase II audit of the Property, including, without limitation, soil testing in and around that portion of the building on the Property where a 10,000 gallon underground storage tank is located, and (ii) any other environmental tests, investigations or remediations which Lender may reasonably require, all at Beneficiary's sole cost and expense. Beneficiary agrees to indemnify, defend and hold Lender harmless from any liability, damage, loss, cost or expense incurred by Lender arising from or in connection with the treatment or removal of any asbestos located on or about the Property now or at any time in the future, and/or from any other environmental hazard affecting all or any part of the Property. Notwithstanding the foregoing, Beneficiary shall have no liability to Lender for any liability, damage, loss, cost or expense incurred by Lender which arises (a) from the gross negligence or willful misconduct of Lender, or (b) out of circumstances occurring or actions taken after the Loan, the Revolver Note, as modified, and any and all other indebtedness owed to Lender by Beneficiary which is collateralized by all or any portion of the Property are satisfied in full.

12. **Loan-to-Value Ratio.** As a condition to funding the amount provided for in Paragraph 1 of this Agreement, the "Loan-to-Value Ratio" (as defined below) shall not exceed seventy-five percent (75%) as of the date of this Agreement. For purposes of this Agreement, the "Loan-to-Value Ratio" shall be defined as a fraction, the numerator of which is the then outstanding principal balance due under the Note, and the denominator of which is the fair market value of the Property as determined by an appraisal of the Property performed by an appraiser satisfactory to Lender.

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13. **Maintenance of Property.** Beneficiary shall at all times maintain or cause the Property and improvements thereon to be maintained in high quality condition and in accordance with the standards for a first-class commercial building in the Chicago Metropolitan area, and shall make all repairs and replacements as are necessary or appropriate using sound management practices.

14. **No Additional Advances.** Notwithstanding anything in the Note or other documents in connection with the Loan to the contrary, Borrower and Beneficiary shall have no further rights to request and Lender shall have no obligation to make any additional advances under the Note.

15. **Full Force and Effect - Loan Documents.** All references in the Mortgage, the New Guaranty and the Irrevocable Right to the Note and the Maturity Date shall mean the Note and the Maturity Date as modified by this Agreement. Except as expressly modified by this Agreement, the Note, the Mortgage, the New Guaranty, the Irrevocable Right and all other documents in connection with the Loan shall remain unmodified and in full force and effect.

16. **Effective Date.** The effective date of this Agreement shall be as of August 1, 1991.

17. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

18. **Exculpation.** This Agreement is executed by Parkway Bank and Trust Company, not personally but as Trustee under Trust No. 8336, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the Property given to secure payment of the Note. The original and each successive holder of this Agreement agree that no personal liability shall be asserted or be enforceable against Borrower or any person interested beneficially or otherwise in the Property, or in the property or funds at any time subject to the trust agreement, because of or with respect to this Agreement or the making, issue or transfer of this Agreement, all such liability, if any, being expressly waived by each taker and holder of this Agreement, but nothing shall modify or discharge the personal liability expressly assumed by Guarantor and Linda Breuer-Murray, and each original and successive holder of this Agreement accepts the same upon the express condition that no duty shall rest upon Borrower, either personally or as trustee, to sequester the rents, issues and profits arising from the Property, or the proceeds arising from the sale or other disposition of the Property, but that in the event of a default under this Agreement, the sole remedy of the holder shall be to foreclose the lien of the Mortgage in accordance with the terms and provisions of the Mortgage, or to enforce the personal liability of Guarantor and/or Linda Breuer-Murray, or both.

LENDER:

BOULEVARD BANK NATIONAL  
ASSOCIATION, a national banking  
association

By: *[Signature]*  
Its: *[Signature]*

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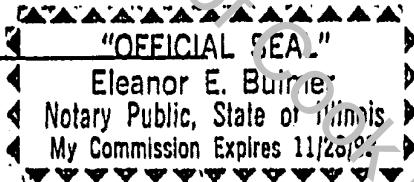
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

I, ELEANOR E. BULMER a Notary Public in and for such County and State, DO CERTIFY that Angele Kantzavelas, personally known to me to be the Assistant Vice President of BOULEVARD BANK NATIONAL 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 as such Assistant Vice President of said bank he signed and delivered this instrument as his own free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of August 1991.

Eleanor E. Bulmer  
Notary Public

My Commission Expires:



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BORROWER:

PARKWAY BANK AND TRUST COMPANY,  
not personally but as Trustee  
under Trust Agreement dated  
December 27, 1982 and known as  
Trust No. 6336

ATTEST:

By: *John Kubinski*  
Its: ASSISTANT TRUST OFFICER

By: *Russell [Signature]*  
Its: Asst. Vice President - Trust Officer

This Agreement is signed by Parkway Bank & Trust Co., not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 6336. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank and Trust Co. is hereby expressly waived by the parties hereto and their respective successors and assigns.

GUARANTOR:

*Adam A. Breuer*  
ADAM A. BREUER

BENEFICIARY:

BREUER ELECTRIC MFG. CO.,  
an Illinois corporation

ATTEST:

By: *C. J. Witt*  
Its: VA - Finance

By: *Clark [Signature]*  
Its: CLARK  
*Clark [Signature]*  
President

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE MAILED TO:  
MARK LITNER ~~Esq.~~, Esq.  
MUCH SHELIST FREED DENENBERG & AMENT, P.C.  
200 North LaSalle Street, Suite 2100  
Chicago, Illinois 60601  
(312) 346-3100

BOX 333

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STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

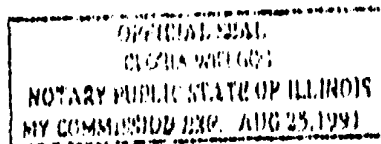
I, Gloria Wielgos, a Notary Public in and for such County and State, DO CERTIFY that Rozanne DuPree, and Jo Ann Kubinski, personally known to me to be the A.V.P. & T.O. and A.T.O. of PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee under Trust No. 8336, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such A.V.P. & T.O. and A.T.O. of said bank they signed and delivered this instrument as their own free and voluntary acts, and as the free and voluntary acts and deeds of said bank, in its capacity as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of August, 1991.

*Gloria Wielgos*  
Notary Public

My Commission Expires:

8/25/91



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Judith A. Cantacessi, a Notary Public in and for such County and State, DO CERTIFY that ADAM A. BREUER, 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 and delivered this instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of August, 1991.

Judith A. Cantacessi  
Notary Public

My Commission Expires:

6/30/94



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"JASO JACOSO"  
JUDITH A. CANTACESI  
Notary Public, State of Illinois  
Commission Expires 03-31-11

03/31/11

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STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

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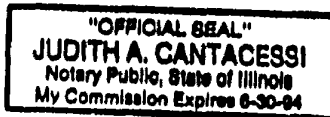
I, Judith A. Cantacessi, a Notary Public in and for such County and State, DO CERTIFY that Adam A. Breuer and Linda Breuer-Murray personally known to me to be the Chairman and President of BREUER ELECTRIC MFG. CO., and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Adam A. Breuer and Linda Breuer-Murray of said corporation they signed and delivered this instrument as their own free and voluntary acts, and as the free and voluntary acts and deeds of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of August, 1991.

Judith A. Cantacessi  
Notary Public

My Commission Expires:

6/30/94



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JUDITH A. CANTACESSI  
Clerk of Cook County  
Cook County, Illinois  
1988-1992

11/15/2011 10:00 AM

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EXHIBIT A

## Legal Description

### PARCEL 1:

LOTS 6, 7 AND THE NORTH 1/2 OF LOT 8 IN KLEFSTAD'S INDUSTRIAL ADDITION TO HARWOOD HEIGHTS, A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 13 AND 14 IN BLOCK 1 AND THAT PART OF LOTS 15 TO 18 IN SAID BLOCK 1 LYING NORTH OF A LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID LOT 15 WHICH IS 47.80 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT 15 TO A POINT IN THE WEST LINE OF SAID LOT 18, WHICH IS 42.30 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT 18, TOGETHER WITH THE EAST AND WEST VACATED 20 FOOT PUBLIC ALLEY IN SAID BLOCK 1 LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 14 AND THE SOUTH LINE OF SAID LOT 14, EXTENDED EAST TO THE EAST LINE OF SAID BLOCK 1 AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 13 TO 18 AND THAT PART OF THE VACATED NORTH AND SOUTH PUBLIC ALLEY IN SAID BLOCK 1, LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 13 AND 14 AFORESAID, ALL IN LAWRENCE LAWN'S ADDITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND OF THE NORTH 1/2 OF THE WEST 10 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Nos.: 12-13-202-013; 12-13-202-014; 12-13-202-019;  
12-13-203-023; 12-13-203-024; 12-13-203-025

Common Address: 7401 West Lawrence Avenue  
Harwood Heights, Illinois

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