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. DEPT-01 RECORDING \$47.00
. T#0009 TRAN 3368 08/07/98 11:31:00
. 42127 RC # -98-695322
. COOK COUNTY RECORDER

FOURTH MODIFICATION AGREEMENT

THIS FOURTH MODIFICATION AGREEMENT dated as of April 1, 1998, by and between OPUS NORTH CORPORATION, an Illinois corporation (the "Mortgagor"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (the "Bank");

W I T N E S S E T H:

WHEREAS, the Mortgagor and the Bank heretofore entered into the following documents (collectively, the "Documents");

- (i) Loan Agreement dated as of September 1, 1995 (the "Loan Agreement"), by and between the Mortgagor and the Bank;
- (ii) Mortgage Note dated September 1, 1995 (the "Note"), from the Mortgagor to the Bank in the principal amount of \$35,000,000;
- (iii) Mortgage and Security Agreement dated September 1, 1995, from the Mortgagor to the Bank, recorded on October 10, 1995, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 95685337;
- (iv) Mortgage and Security Agreement dated March 1, 1996, from the Mortgagor to the Bank, recorded on August 20, 1996, in the Office of the Register of Deeds of Waukesha County, Wisconsin, as Document No. 2150649; and

Permanent Tax Index Numbers:

See Attached Exhibits

Addresses of Premises:

See Attached Exhibits

This Instrument Prepared By and to be Returned After Recording to:

Elizabeth Pfeiler Strand
Seyfarth, Shaw, Fairweather
& Geraldson
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603

BOX 333-CTI

A0016325 JGARCIA/SALES

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(v) Mortgage and Security Agreement dated June 1, 1997, from the Mortgagor to the Bank, recorded on June 26, 1997, in the Office of the Recorder of Deeds of DuPage County, Illinois, as Document No. R97092304;

WHEREAS, the Documents described in clauses (iii), (iv) and (v) above are referred to herein collectively as the "Prior Mortgages"; and

WHEREAS, one or more of the Documents were previously modified and amended by the Modification Agreement dated as of November 1, 1996 (the "First Modification"), by and between the Mortgagor and the Bank, the Second Modification dated as of May 31, 1997 (the "Second Modification") by and between the Mortgagor and the Bank, and the Third Modification dated as of October 1, 1997 (the "Third Modification"), by and between the Mortgagor and the Bank (the First Modification, the Second Modification and the Third Modification being referred to herein collectively as the "Previous Modifications"); and

WHEREAS, the Documents, as previously modified by the Previous Modifications, encumber the real estate described in Exhibits A through C attached hereto and the personal property located thereon; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as previously modified by the Previous Modifications, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; References to Documents; Capitalized Terms. The foregoing recitals are hereby incorporated into and made a part of this Agreement. Except as otherwise stated herein, all references in this Agreement to any one or more of the Documents shall be deemed to include the previous modifications and amendments to the Documents provided for in the Previous Modifications, whether or not express reference is made to such previous modifications and amendments. All capitalized terms not otherwise defined herein shall have the same meanings as in the Loan Agreement.

Section 2. Letters of Credit. A portion of the Loan Portion for a Project may be represented by one or more irrevocable standby letters of credit issued by the Bank for the account of the Mortgagor, pursuant to one or more Applications and Agreements for Irrevocable Standby Letter of Credit from the

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Mortgagor to the Bank (the "Applications"), and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing --

(i) The following new defined terms shall be inserted into Section 1.1 of the Loan Agreement and Section 1.1 of each of the Prior Mortgages (except that in the Prior Mortgages, the work "Bank" shall be changed to "Mortgagee"), in each case in alphabetical order with the existing defined terms therein:

"Application" means, with respect to a Project, collectively, the Applications and Agreements for Irrevocable Standby Letters of Credit from the Mortgagor to the Bank for the issuance of the Letter of Credit.

"Letter of Credit" means, with respect to a Project, one or more irrevocable standby letters of credit to be issued by the Bank for the account of the Mortgagor in connection with such Project.

In addition, the defined term "Costs of the Improvements" in such Section 1.1 shall be amended to include, with respect to a Project, all costs and expenses incurred by the Mortgagor in connection with the Application and the Letter of Credit, and the defined term "Loan Documents" in such Section 1.1 shall be amended to include the Applications.

(ii) The defined term "Loan" in Section 1.1 of the Loan Agreement shall be amended and restated in its entirety as follows:

"Loan" means the loan to be made by the Bank to the Mortgagor in accordance with the terms and conditions of this agreement, including all of the Letters of Credit.

(iii) The defined term "Loan Portion" in Section 1.1 of the Loan Agreement shall be amended and restated in its entirety as follows:

"Loan Portion" means a portion of the Loan allocated to a Project pursuant to Section 2.1(d) of this Agreement or pursuant to a Supplement, in each case including the original face amount of the Letter of Credit, if any, issued in connection with such Project.

(iv) The Loan Agreement and the Note shall each be amended to provide that (A) amounts drawn on the Letter of

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Credit shall be deemed to be disbursed and outstanding under the Note as of the date such amounts are drawn, and (B) notwithstanding the maturity date of the Loan and the Note stated therein, amounts drawn on the Letter of Credit shall be payable immediately as provided in the Application pursuant to which the same is issued. The Note shall be amended to provide that in addition to the indebtedness described therein, it evidences amounts due to the Bank under the Applications.

(v) Each of paragraph (b) of Section 2.1 of the Loan Agreement and the second paragraph on page 2 of the Note shall be amended by inserting the words "together with the aggregate face amount of all Letters of Credit then outstanding" immediately following the words "except that the maximum amount which the Mortgagor shall be entitled to have outstanding on the Loan at any given time" [.]

(vi) Paragraph (h) of Section 2.1 of the Loan Agreement shall be amended and restated in its entirety to read as follows:

(h) Provided that there shall not have occurred and be continuing any event of default under this Agreement or any of the other Loan Documents, or any event or condition which with the passage of time or the giving of notice, or both, would constitute such an event of default, the Bank shall release the lien of a Mortgage and the other Loan Documents with respect to a Project upon payment to the Bank of a prepayment on the Loan in an amount equal to the difference, if any, between (i) the amount of principal outstanding on the Loan immediately prior to such prepayment plus the face amount of any Letters of Credit which will remain outstanding after such prepayment and which relate to Projects which after such prepayment will not secure the Loan, and (ii) the Borrowing Base that will exist immediately following such prepayment and the release of such Project from the lien of the Mortgage which encumbers such Project and the lien of the other Loan Documents. If by reason of the foregoing, the Mortgagor is required to make a prepayment in an amount which exceeds the amount of principal outstanding on the Loan Portion with respect to such Project as of the date of such prepayment, then in lieu of paying the amount of such excess, the Mortgagor may provide the Bank with additional collateral for the Loan in form and amount, and on terms, acceptable to the Bank in its sole and absolute discretion.

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(vii) A new Section 2.3 shall be inserted into the Loan Agreement, to read as follows:

Section 2.3. Letter of Credit Fees. At the time of the issuance of the Letter of Credit with respect to a Project, the Mortgagor shall pay to the Bank in advance a non-refundable letter of credit fee for the stated term of such Letter of Credit, at the rate of 1% per annum of the face amount of such Letter of Credit (in each case, a "Letter of Credit Fee"). If prior to the expiration of the period for which a Letter of Credit Fee is paid, such Letter of Credit is returned to the Bank or its amount is reduced, then the Bank shall refund to the Mortgagor the portion of the Letter of Credit Fee that is allocable to such Letter of Credit or the amount by which such Letter of Credit has been reduced, as the case may be, for the remainder of the period for which the Letter of Credit Fee was paid; provided, however, that the Bank shall not be obligated to refund an aggregate amount which would cause the fee paid in connection with the issuance of such Letter of Credit to be less than the minimum letter of credit fee established by the Bank from time to time.

(viii) Section 5.4 of the Loan Agreement shall be amended to provide that the conditions precedent to the first disbursement for any Project contained in such Section 5.4 shall also be conditions precedent to the issuance of the Letter of Credit in connection with such Project, and subparagraph (a)(ii) of such Section 5.4 shall be amended to require delivery of a standard form of Letter of Credit endorsement, if applicable to such Project.

(ix) Paragraph (a) of Section 7.1 of the Loan Agreement shall be amended to provide that failure by the Mortgagor to make payment when due of any amount due under the Application, which failure shall continue for a period of five days, shall constitute an event of default under the Loan Agreement.

(x) Each of the Prior Mortgages shall be amended to provide that it secures payment of all amounts due under the Applications with respect to all Projects and performance of all obligations of the Mortgagor under such Applications.

Section 3. LIBOR-Based Rate Applicable to Loan Portion for Willow Creek Project. Notwithstanding any other provision of the Note or the other Loan Documents, the LIBOR-Based Rate applicable to the Loan Portion for the Willow Creek

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Project (as defined in the Sixth Supplement to Loan Agreement of even date herewith by and between the Mortgagor and the Bank) shall be equal to 2.0% plus the Adjusted LIBOR Rate with respect to the applicable Interest Period (each as defined in the Note), and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, from and after the date of the execution and delivery of this Agreement, for purposes of calculating the LIBOR-Based Rate with respect to any portion of the Loan Portion for the Willow Creek Project, the percentage "2.0%" shall be substituted for the percentages "1-3/4%" and "1.75%" wherever either of such percentages appears in the Documents. The principal disbursed on the Loan Portion for the Willow Creek Project shall initially bear interest at the Prime-Based Rate applicable thereto.

Section 4. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.

Section 5. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Previous Modifications and as expressly modified and amended herein. The Mortgagor hereby (i) confirms and reaffirms all of its obligations under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein; (ii) acknowledges and agrees that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledges and agrees that the Bank has not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledges that it does not have any defense, set-off or counterclaim to the payment or performance of any of its obligations under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified and amended by the Previous Modifications and as modified and amended by this Agreement.

Section 6. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies, represents and warrants to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates

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heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 7. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 8. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 9. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 11. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) The Mortgagor and the Bank, and their respective legal counsel, have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

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Section 12. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]

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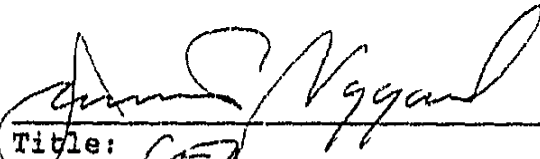
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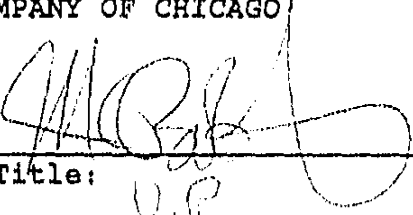
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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

OPUS NORTH CORPORATION

By 
Title: CEO

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

By 
Title: V.P.

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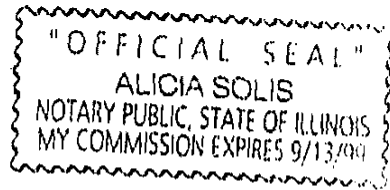
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 8th day of April, 1998, by James P. Nygaard, of Opus North Corporation, an Illinois corporation, on behalf of said corporation.

Alicia Solis

Notary Public



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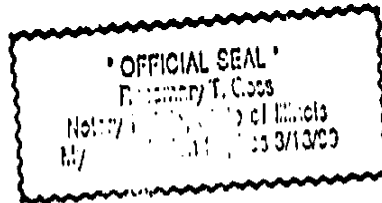
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 22 day of April, 1998, by Marcus Babladelis, Vice President of American National Bank and Trust Company of Chicago, a national banking association, on behalf of said association.

[Signature]
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF REXROTH PREMISES

LOT 4A2B AND LOT 4A2C IN PRAIRIE STONE RESUBDIVISION OF LOT 4A2
IN RESUBDIVISION OF LOTS 4A AND 4D, IN THE RESUBDIVISION OF LOT 4
IN SEARS BUSINESS PARK, OF LOT 4 IN SEARS BUSINESS PARK AMENDED
PLAT OF SUBDIVISION, IN SECTIONS 31 AND 32, TOWNSHIP 42 NORTH,
RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED ON DECEMBER 22, 1994 AS DOCUMENT NUMBER
04067804, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NUMBER: 01-32-400-003

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EXHIBIT B

LEGAL DESCRIPTION OF PEWAUKEE, WISCONSIN PREMISES

Lot 2 of Certified Survey Map No. 4788, recorded on August 27, 1985 in Volume 38 of Certified Survey Maps on Pages 316-322 inclusive, as Document No. 1309276, being a part of the NW 1/4, SW 1/4, SE 1/4, and NE 1/4 of the NE 1/4, and also a part of the NW 1/4, NE 1/4 and SE 1/4 of the SE 1/4 of Section 14, T. 7 N, R. 19 E, Town of Pewaukee, County of Waukesha, State of Wisconsin.

EXCEPT that part set forth on Certified Survey Map No. 5354, recorded October 28, 1987 in Volume 43 of Certified Survey Maps on Pages 95 to 97, inclusive, as Document No. 1454072.

FURTHER EXCEPTING that part set forth on Certified Survey Map No. 5835, recorded May 19, 1989 in Volume 47 of Certified Survey Maps on Pages 274 to 276, inclusive, as Document No. 1536344.

Tax Key No. PWT 0917.995

Address: Paul Road.

Waukesha County Clerk's Office

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EXHIBIT C

LEGAL DESCRIPTION OF THE CAROL POINT V PREMISES

LOT 7 IN BLOCK 2 IN CAROL POINT BUSINESS CENTER, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST 1/4 OF SECTION 20, THE NORTHEAST 1/4 OF SECTION 29, AND OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1990 AS DOCUMENT R90-076923, AND CERTIFICATES OF CORRECTION RECORDED AUGUST 8, 1990 AS DOCUMENT R90-100919 AND RECORDED OCTOBER 24, 1990 AS DOCUMENT R90-143825, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT TAX INDEX NUMBER: 02-28-102-007

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