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by

SIXTH MODIFICATION AGREEMENT

THIS SIXTH MODIFICATION AGREEMENT dated as of August 31, 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"): 2

- (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 as of 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 as of 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;

Permanent Tax Index Numbers:
See Attached Exhibits

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

Addresses of Premises:
See Attached Exhibits

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

BOX 333-CTI

(v) Mortgage and Security Agreement dated as of 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; and

(vi) Mortgage and Security Agreement dated as of June 1, 1998 (the "Glendale Mortgage"), from the Mortgagor to the Bank, recorded on June 15, 1998, in the Office of the Register of Deeds of Milwaukee County, Wisconsin, as Document No. 7548468;

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"), the Second Modification dated as of May 31, 1997 (the "Second Modification"), the Third Modification dated as of October 1, 1997 (the "Third Modification"), the Fourth Modification dated as of April 1, 1998 (the "Fourth Modification"), and the Fifth Modification dated as of May 31, 1998 (the "Fifth Modification"), each by and between the Mortgagor and the Bank (the First Modification, the Second Modification, the Third Modification, the Fourth Modification and the Fifth 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 D 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. Extension of Maturity. The maturity date of the Loan, as previously extended from May 31, 1997, to May 31,

1998, and from May 31, 1998, to August 31, 1998, is hereby further extended from August 31, 1998, to May 31, 1999, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the dates "May 31, 1997," "May 31, 1998" and "August 31, 1998" are each hereby changed to "May 31, 1999" each time any of such dates appears in the Documents, as modified and amended by the Previous Modifications.

Section 3. Addition of Letter of Credit Provision to Glendale Mortgage. Pursuant to the Fourth Modification, the Documents other than the Glendale Mortgage, which was not then in existence, were modified to provide that a portion of the Loan Portion for a Project may be represented by one or more Letters of Credit pursuant to one or more Applications, and that all Mortgages shall secure payment of all amounts due under the Applications with respect to all Projects and performance of all obligations of the Mortgagor under such Applications. Accordingly, the Glendale Mortgage is hereby modified and 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 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 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.

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

OPUS NORTH CORPORATION

By John M. Cochran
Title: S.V.P.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

By [Signature]
Title: U.P.

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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 12, 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.

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EXHIBIT C

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EXHIBIT D

LEGAL DESCRIPTION OF GLENDALE, WISCONSIN PREMISES

Lot 1 of Certified Survey Map No. 6428, recorded November 4, 1997, on Reel 4174, Images 1037 to 1040 inclusive, as Document No. 7443991, being a part of Certified Survey Map No. 6143, and being a part of the Northeast 1/4 of the Southeast 1/4, the Southwest 1/4 of the Southeast 1/4, the Northwest 1/4 of the Southeast 1/4, Section 5, Town 7 North, Range 22 East, City of Glendale, County of Milwaukee, State of Wisconsin.

Part of Parcel ID Numbers 233-1177-001, 242-1045-002 and 242-1045-003

Address of Premises:

330 West Olive Street
Glendale, Wisconsin

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