

This Document Prepared by and following Recording, Return to:

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Deutsch, Levy & Engel, Chartered
225 W. Washington St., #1700
Chicago, IL 60606



FIRST AMENDMENT TO MORTGAGE NOTE; MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT; AND OTHER LOAN DOCUMENTS

This First Amendment to Mortgage Note, Mortgage, Security Agreement and Financing Statement; and Other Loan Documents is entered into as of June 21, 2000, by and between CONCESSION SERVICES, INC., a Delaware Corporation (the "Borrower"), with its principal place of business at 1723 South Michigan Avenue, Chicago, Illinois 60616, Attn: Edith Leonian, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"), having an address at 135 South LaSalle Street, Chicago, Illinois 60603, Attention: Brian Greenblatt.

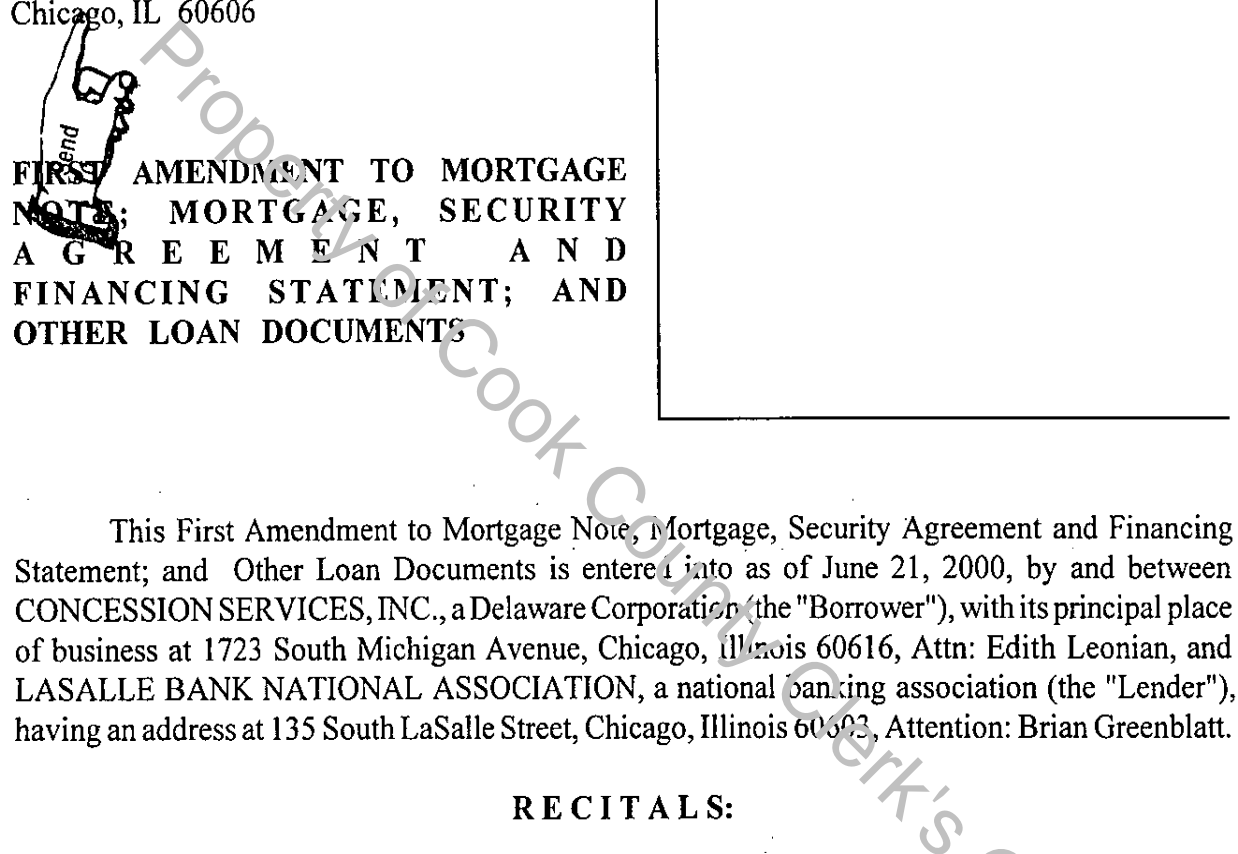
RECITALS:

A. On November 19, 1999, pursuant to a Loan Agreement of even date between Lender and Borrower, Lender made a \$3,000,000 loan (the "Construction Loan") to Borrower, the proceeds of which loan are being used to construct a 50,000 square foot warehouse facility upon the property commonly known as 4360 West 128th Place, Alsip, Illinois and legally described on Exhibit A attached hereto (the "Alsip Property");

B. Pursuant to the Loan Agreement, Lender made a \$1,000,000 Revolving Loan ("Revolving Loan") to Borrower evidenced by a Revolving Note dated November 19, 1999. The Revolving Loan and Construction Loan are from time to time hereinafter referred to as the "Loans."

C. The Loans are secured by the following documents:

1ST AMERICAN TITLE Order # 00005/NA-2823 (Ammalata) 3 of 3



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(i) Mortgage Note (the "Note") dated November 19, 1999, in the original principal amount of \$3,000,000, which Note matures on August 31, 2000;

(ii) Mortgage, Security Agreement and Financing Statement (the "Mortgage") dated November 19, 1999, for the Alsip Property, and recorded on December 6, in the Office of the Cook County Recorder of Deeds (the "Recorder's Office") as Document No. 09137091;

(iii) Assignment of Rents and Leases dated November 19, 1999, and recorded on December 6, 1999, in the Recorder's Office as Document No. 09137092;

(iv) Security Agreement dated November 19, 1999, executed by Borrower for the benefit of Lender;

(v) other miscellaneous documents dated November 19, 1999, such as UCC-1 and UCC-2 Financing Statements, an Environmental Indemnity Agreement and a Collateral Assignment of Licenses Permits, Plans, Specifications and Contracts; (the loan documents referred to herein and in subparagraphs (i), (ii), (iii) and (iv) above are collectively referred to as the "Loan Documents").

D. Borrower has requested that Lender make a \$2,000,000 Mortgage Loan (the "\$2,000,000 Mortgage Loan") to Borrower and LYONDEL CORPORATION, an Illinois Corporation for the purpose of acquiring the property commonly known as 4200 South Hermitage, Chicago, Illinois (the "Hermitage Property") which loan shall be secured by a mortgage upon the Hermitage Property (which property shall be owned by Lyondel Corporation) and the properties commonly known as 4100 South Ashland Avenue and 4236 South Marshfield, Chicago, Illinois, both of which properties are owned by Borrower (the properties commonly known as 4200 South Hermitage, 4100 South Ashland and 4236 South Marshfield, Chicago, Illinois are collectively referred to as the "Chicago Property").

E. As a condition of making the \$2,000,000 Mortgage Loan, Lender is requiring that Borrower agree that the Alsip Property serve as collateral for the \$2,000,000 Mortgage Loan and that, in addition, an Event of Default under the documents evidencing the \$2,000,000 Mortgage Loan will be an Event of Default under the Mortgage, and Borrower is willing to agree to such conditions.

F. Simultaneously upon making the \$2,000,000 Mortgage Loan, Lender is increasing the Revolving Loan to \$2,000,000 which shall be evidenced by a new Revolving Note executed by Borrower of even date herewith which will replace the Revolving Note dated November 19, 1999, executed by Borrower.

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G. Contemporaneously upon execution of this document, Borrower, Lyondel Corporation and Lender are executing a First Amendment to Loan Agreement whereby Lender agrees to make the \$2,000,000 Mortgage Loan to Borrower and Lyondel Corporation to acquire the Hermitage Property and to make a \$2,000,000 Revolving Loan to Borrower in place of the \$1,000,000 Revolving Loan.

NOW, THEREFORE, in order to induce Lender to make the \$2,000,000 Mortgage Loan and the Revolving Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows: (Except as otherwise expressly indicated herein, all capitalized terms used herein shall have the same meanings ascribed to them in the Loan Documents.)

1. Recitals The Recitals set forth above are incorporated by reference herein with the intent that Lender may rely upon the matters therein recited as representations and warranties of Borrower and Lender.

2. Amendment to Mortgage Note.

(a) The Mortgage Note is hereby amended to provide that an Event of Default shall include an Event of Default, as such term is defined under any document executed by Borrower and Lyondel Corporation to evidence and secure the \$2,000,000 Mortgage Loan.

(b) The following Paragraph on Page 4 of the Note is hereby deleted:

“Except as otherwise expressly provided herein or in the Mortgage or any other Loan Document, all payments on account of the indebtedness evidenced by this Note shall be first applied to interest on the unpaid principal balance of the Note, and the remainder to such unpaid principal balance.”

and the following Paragraph substituted in its place:

“Except as otherwise expressly provided herein or in the Mortgage or any other Loan Document, all payments on account of the indebtedness evidenced by this Note shall be applied first, to fees, expenses, costs and other similar amounts then due and payable to Bank, including, without limitation any late charges due hereunder; second, to accrued and unpaid interest on the unpaid principal balance of this Note; third, to the payment of principal due in the month in which the payment or repayment is made; fourth, to any outstanding escrows held by Bank; fifth, to all other amounts then due Bank hereunder or under any other Loan Documents; and last, to the unpaid principal balance of this Note in the inverse order of maturity.”

3. Amendment to Mortgage.

(a) Paragraph 12.1 of the Mortgage is amended by adding the following Subparagraph d:

“d. The occurrence of an Event of Default pursuant to any document executed by Borrower and/or Lyondel Corporation to evidence and secure a certain \$2,000,000 Mortgage Loan dated June 21, 2000, made by Mortgagee to Borrower and Lyondel Corporation.”

(b) The following Paragraphs are added to the Mortgage:

37. Cross-Collateralization. Borrower agrees that the Mortgage shall secure all obligations under the Note, Revolving Note, and Mortgage Note in the principal amount of \$2,000,000 dated June 21, 2000 executed by Borrower and Lyondel Corporation for the benefit of Lender and also secure all other indebtedness, obligations and liabilities of Borrower to Lender, whether now existing or hereafter arising (“Other Bank Indebtedness”), and any pledges, liens, security interest or mortgages granted by Mortgagor to secure Other Bank Indebtedness.

38. Maximum Indebtedness. Notwithstanding anything contained herein to the contrary, in no event shall the indebtedness secured by this Mortgage exceed an amount equal to \$10,000,000.”

4. Amendment to Loan Documents.

(a) Each place in each and every Loan Document in which there is a reference to the amount of the Revolving Note, the reference shall be to a Revolving Note executed by Borrower of even date herewith in the principal amount of \$2,000,000.

(b) In each Loan Document, an Event of Default shall include an Event of Default under any document executed by Borrower or Lyondel Corporation to evidence and secure the \$2,000,000 Mortgage Loan.

5. Warranties and Representations. Borrower hereby represents and warrants to Lender as follows:

(a) Borrower has the full power and authority to execute and deliver this Amendment, and to perform its respective obligations hereunder. Upon the execution and delivery hereof, this Amendment and the Loan Documents amended hereby shall be valid, binding and enforceable against Borrower in accordance with their respective terms, except to the extent the same

are limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights generally or by general equitable principles. Execution and delivery of this Amendment does not and will not contravene, conflict with, violate or constitute a default under (i) the Articles of Incorporation creating Borrower, or the Bylaws governing its operation, or (ii) any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Borrower is a party or is bound or which is binding upon or applicable to the Property, or any portion thereof.

(b) To the knowledge of Borrower, no default, event or condition which could become a default with the giving of notice or passage of time, or both, exists under the Loan Agreement, Note, the Mortgage or any of the Loan Documents, all as amended by this Amendment.

(c) There is not any condition, event or circumstances existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Borrower or the Property, which could reasonably be expected to result in any material adverse change in the financial condition of Borrower or which would prevent Borrower from complying with or performing its respective obligations under the Note, the Mortgage, and the other Loan Documents, all as amended by this Amendment, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

6. Conditions Precedent. The obligation of Lender to make the Mortgage Loan and new Revolving Note and enter into this Amendment document is subject to the following conditions precedent:

(a) Lender shall have received this Amendment.

(b) Lender shall have received resolutions of Borrower approving the amendment to the Loans and execution of a new Revolving Note in form and content acceptable to Lender.

(c) Lender shall be reimbursed for all reasonable fees and expenses, including attorneys fees in documenting this First Amendment and all related loan documents.

(d) Lender shall have received such other documents as may be reasonably requested by lender or its counsel.

7. Miscellaneous.

(a) Borrower hereby ratifies and confirms its liabilities and obligations under the Loan Agreement and the Loan Documents, all as amended by this Amendment, and the liens and security interests created thereby, and acknowledge that neither has any defense, claim or set-off to the enforcement by Lender of the obligations and liabilities of Borrower under the Loan Agreement

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as amended, Mortgage Note, the Mortgage, and the other Loan Documents, all as amended by this Amendment.

(b) This Amendment shall be binding on the Borrower and its respective successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns.

(c) As amended hereby, the Loan Documents shall remain in full force and effect in accordance with their respective terms.

(d) This Amendment shall be construed in accordance with and governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and sealed as of the date first above written.

CONCESSION SERVICES, INC., a Delaware Corporation,

By:  _____

Print Name: Edith Leonian

Title: President

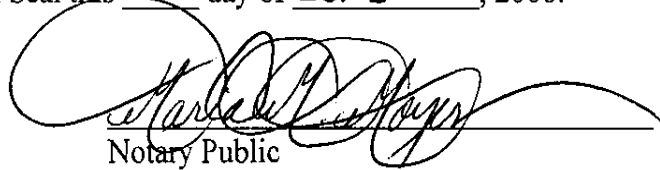
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Maria M. Moyer, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edith Leonian is personally known to me both individually and as the President of Concession Services, Inc., a Delaware Corporation and confirms the same person whose name is subscribed to the foregoing instrument, that said person appeared before me this day in person and acknowledged that he signed the foregoing instrument as his free and voluntary act for the use and purpose therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of JUNE, 2000.



Notary Public

MARIA M. MOYER
NOTARY PUBLIC, COOK CO., ILLINOIS
MY COMMISSION EXPIRES FEB 3, 2004

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EXHIBIT A
Legal Description

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That part of lot 1 in B.C.R. subdivision of part of the northeast 1/4 of section 34, township 37 north, range 13, east of the third principal meridian, described as follows:

Commencing at a point on the north line of said lot 1 and 66.0 feet west of the east line of said lot 1; thence south 00 degree, 11 minutes, 55 seconds east along a line, which is 66.0 feet west of and parallel to the east line of said lot 1 for a distance of 200 feet for a place of beginning; thence continuing south 00 degree, 11 minutes, 55 seconds east along said line for a distance of 351 feet to the north line of west 128th Place; thence south 00 degree, 00 minute, 00 seconds west along the north line of said west 128th Place for a distance of 573.34 feet to a point on the east line of south Kostner Avenue (said point also being 26 feet east of the west line of said lot 1); thence north 00 degree, 08 minutes, 20 seconds west along said line, which is 26.0 feet east of and parallel to the west line of said lot 1 for a distance of 335.03 feet to a point being the south line of west 127th Place, as extended eby; thence north 89 degrees, 44 minutes, 22 seconds east along said south line of west 127th Place, as extended eby for a distance of 14.0 feet; thence north 00 degree, 07 minutes, 59 seconds west along the east line of south Kostner Avenue. As dedicated for a distance of 15.91 feet; thence north 90 degrees, 00 minute, 00 second east for a distance of 558.95 feet to place of beginning, all in Cook County, Illinois.

Property Address: 4360 West 128th Place, Alsip, Illinois

Permanent Index Number: 24-34-200-012-0000