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2001-01-26 15:32:50
Cook County Recorder 43.50

Recording requested by,
and when recorded return to:
Mayer, Brown & Platt
1675 Broadway
New York, New York 10019
Attention: Michael Sloyer, Esq.



0010070980

DuPage Die Casting Corporation,
an Illinois corporation
Mortgagor,

and

Canadian Imperial Bank of Commerce,
as Administrative Agent,
Mortgagee

98-02366
FIRST AMENDMENT TO OPEN-END MORTGAGE (ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT AND FIXTURE FILING)

Dated as of January 4, 2001

This instrument affects certain real and personal property
located in Cook County, State of Illinois.

This instrument was prepared by the above-named attorney.

Notice: This instrument secures among other things future advances and future obligations. The total principal amount of the obligations that may be secured hereby is \$91,981,085.96.

This instrument secures, inter alia, obligations which may provide for:

- (a) a variable rate of interest and/or
- (b) commercial obligatory future and/or revolving credit advances or readvances made on the date hereof whether or not (i) any advances or readvances were made on the date hereof and (ii) any indebtedness is outstanding at the time any advance or re-advance is made.

This instrument secures credit in the amount of \$91,981,085.96. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

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FIRST AMENDMENT TO OPEN-END MORTGAGE (ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING)

THIS FIRST AMENDMENT TO OPEN-END MORTGAGE (ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING) (this "Amendment"), dated as of January 4, 2001, made by DUPAGE DIE CASTING CORPORATION, an Illinois corporation, as mortgagor (the "Mortgagor"), having an address at 6119 West Howard Street, Niles, Illinois 60648 to CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent for the Lenders under the Credit Agreement referred to below, having an address at 425 Lexington Avenue, New York, New York 10017 as mortgagee (together with their respective successors and assigns from time to time acting as Administrative Agent under such Credit Agreement, collectively, the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor is on the date of delivery hereof the owner of fee title to the parcel or parcels of land described in Schedule 1 hereto (the "Land") and of the Improvements (such term and other capitalized terms used in this Amendment having the respective meanings specified or referred to in the Original Mortgage (as hereinafter defined) unless otherwise provided);

WHEREAS, pursuant and subject to the terms, conditions and provisions of a Credit Agreement, dated as of March 13, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GLOBAL METAL TECHNOLOGIES, INC. (the "Borrower"), various financial institutions as are, or may from time to time become, parties thereto, as Lenders (collectively, the "Lenders") and the Mortgagee, as Administrative Agent, the Lenders and the Issuer have agreed to make Loans to, and to issue Letters of Credit for the account of, the Borrower in the aggregate maximum original principal amount of ONE HUNDRED THIRTY MILLION DOLLARS (\$130,000,000) (such Loans and Letters of Credit are hereinafter referred collectively as the "Credit Extensions");

WHEREAS, the Mortgagor is a Wholly Owned Subsidiary of the Borrower and will derive substantial direct and indirect benefits from the consummation of the transactions described in the Credit Agreement and from the Credit Extensions, and in consideration of such benefits and as a material inducement for the Lenders to enter into the Credit Agreement, the Mortgagor agreed, pursuant to the terms of the Subsidiary Guaranty executed by the Mortgagor, to unconditionally guaranty the payment and performance of all Obligations of the Borrower and each Obligor under the Credit Agreement and the other Loan Documents, as more fully set forth in such Subsidiary Guaranty;

WHEREAS, as a material inducement for the Lenders to make the Credit Extensions pursuant to the Credit Agreement and to secure the full, timely and proper payment and performance of and compliance with each and every one of the Secured Obligations, the

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Mortgagor executed and delivered an Open-End Mortgage (Assignment of Leases and Rents, Security Agreement and Fixture Filing) dated as of March 13, 1998 (the "Original Mortgage"), which Original Mortgage was recorded as set forth on Schedule 2 hereto;

WHEREAS, the Borrower has requested, and the Lenders have approved the execution and delivery of the Amended and Restated Credit Agreement dated as of January 4, 2001 (the "Credit Agreement Amendment"), which Credit Agreement Amendment, among other things, reduces the maximum principal amount of the Credit Extensions from ONE HUNDRED THIRTY MILLION DOLLARS (\$130,000,000.00) to NINETY-ONE MILLION NINE HUNDRED EIGHTY-ONE THOUSAND EIGHTY-FIVE AND 96/100 DOLLARS (\$91,981,085.96);

WHEREAS, as a material inducement for the Lenders to enter into the Credit Agreement Amendment, the Mortgagor and the Mortgagee are required to execute and deliver this Amendment; and

WHEREAS, the Mortgagor and the Mortgagee have duly authorized the execution, delivery and performance of this Amendment.

NOW, THEREFORE, in consideration of these premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Original Mortgage or, if not defined therein, the Credit Agreement.

2. The Original Mortgage shall be amended as follows:

(a) All references in the Original Mortgage, directly or indirectly, to the term "Credit Agreement" shall mean the Credit Agreement as amended by the Credit Agreement Amendment, as the same may be further amended, restated, supplemented or otherwise modified from time to time;

(b) All references in the Original Mortgage (including without limitation on the cover page) to "One Hundred Thirty Million Dollars" or variations thereof shall be amended to be "Ninety-One Million Nine Hundred Eighty-One Thousand Eighty-Five and 96/100 Dollars", and all references to "\$130,000,000" or variations thereof shall be amended to be "\$91,981,085.96".

(c) Section (i) of the third recital of the original Mortgage is amended by deleting the date March 13, 2003 and inserting in place thereof the date December 31, 2002.

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(d) Section (iii) of the third recital of the Original Mortgage is amended by (i) deleting the words "Twenty-Five Million Dollars (\$25,000,000)" following the words "Tranche A Term Loans equal to an aggregate principal amount of", and inserting in place thereof the words "Twelve Million Five Hundred Sixty-Eight Thousand Four Hundred Sixty-Four and 81/100 Dollars (\$12,568,464.81)" and (ii) deleting the date March 13, 2003 and inserting in place thereof the date December 31, 2002.

(e) Section (iv) of the third recital of the Original Mortgage is amended by (i) deleting the words "Seventy-Five Million Dollars (\$75,000,000)" following the words "Tranche B Term Loans equal to an aggregate principal amount of", and inserting in place thereof the words "Forty-Nine Million Four Hundred Twelve Thousand Six Hundred Twenty-One and 15/100 Dollars (\$49,412,621.15)" and (ii) deleting the date March 13, 2005 and inserting in place thereof the date December 31, 2002.

3. Except as expressly supplemented, amended or otherwise modified by the terms, conditions and provisions of this Amendment, all of the terms, conditions and provisions of the Original Mortgage are hereby ratified and confirmed and shall remain in full force and effect.

4. From and after the execution of this Amendment by the parties hereto, any reference to the Mortgage shall be deemed a reference to the Original Mortgage, as amended hereby, and as such Original Mortgage may be further amended, restated, supplemented or otherwise modified from time to time.

5. The terms and provisions of this Amendment and the enforcement hereof shall be governed and construed in accordance with the law of the State.

6. This Amendment may be executed in more than one (1) counterpart, each of which, when taken together, shall be deemed to constitute one (1) original.

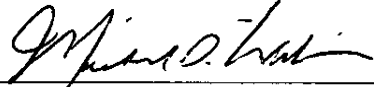
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In Witness Whereof, the undersigned, by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

DuPage Die Casting Corporation, an Illinois corporation

By: 
Name: MICHAEL R BROWN
Title:

Canadian Imperial Bank of Commerce, as Administrative Agent

By:
Name:
Title:

By:
Name:
Title:

DRAFTED BY:

Mayer, Brown & Platt
1675 Broadway
New York, New York 10019
Attention: Michael Sloyer, Esq.

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In Witness Whereof, the undersigned, by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

DuPage Die Casting Corporation, an Illinois corporation

By: _____
Name:
Title:

Canadian Imperial Bank of Commerce, as Administrative Agent

By: William J. Kelly
Name:
Title:

By: William J. Kelly
Name:
Title:

DRAFTED BY:

Mayer, Brown & Platt
1675 Broadway
New York, New York 10019
Attention: Michael Sloyer, Esq.

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Multi-State Corporate Acknowledgment

State of New York
County of New York

On this 9th day of January, 2001, before me, the undersigned officer, personally appeared:

(a) [Signature], with a residence at _____

(b) _____, with a residence at _____

personally known and acknowledged himself/herself/themselves to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of **DuPage Die Casting Corporation, an Illinois corporation** (hereinafter, the "Corporation")

and that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself/herself/themselves in their authorized capacities as such officer(s) as his/her/their free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

In Witness Whereof, I hereunto set my hand and official seal.

Heidi Kollmayer Morlock
Notary Public

Notarial Seal

My Commission Expires: 3/30/04



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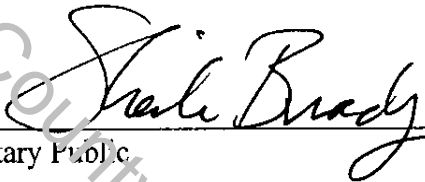
Multi-State Corporate Acknowledgment

State of New York
County of New York

On this 4th day of January, 2001, before me, the undersigned officer, personally appeared:

William Koslo, with a residence at 425 Lexington Avenue, New York, NY, personally known and acknowledged himself to me (or proved to me on the basis of satisfactory evidence) to be the Managing Director of **Canadian Imperial Bank of Commerce** (hereinafter, the "Corporation") and that as such officer, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public

My Commission Expires:

Sheila Brady
Notary Public, State of New York
No. 01BR602437
Qualified in New York County
Certificate Filed in New York County
Commission Expires May 10, 2001

Notarial Seal

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Schedule 1

Legal Description of the Land

[see attached]

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PARCEL 1:

THAT PART OF THE WEST 12.5 ACRES OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF GROSS POINT ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, 352.0 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH ON A LINE 352.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1, A DISTANCE OF 472.0 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 116.0 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 1 TO THE CENTER LINE OF GROSS POINT ROAD AS IMPROVED; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF GROSS POINT ROAD, 24.93 FEET, TO A LINE 488.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1; THENCE NORTH ON SAID PARALLEL LINE, A DISTANCE OF 348.21 FEET, TO A LINE 328.47 FEET, SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 25.50 FEET, TO A LINE 513.5 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1; THENCE NORTH ALONG SAID PARALLEL LINE 328.47 FEET TO THE NORTH LINE OF SAID LOT 1, BEING ALSO THE CENTER LINE OF HOWARD STREET, THENCE WEST ALONG SAID NORTH LINE AND SAID CENTER LINE, A DISTANCE OF 161.50 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART SOUTH OF A LINE PARALLEL TO AND 472 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1) IN COOK COUNTY, ILLINOIS, EXCEPT FROM ALL THE ABOVE DESCRIBED TRACT THE NORTH 40 FEET THEREOF IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 20 FEET (AS MEASURED ON THE NORTH LINE THEREOF) OF LOT 3 IN THE RICHARD C. CROSSLEY SUBDIVISION OF PART OF LOT 1 IN ASSESSOR'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 1 IN LEXINGTON CORPORATION SUBDIVISION OF PART OF LOT 1 IN ASSESSOR'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE EAST 94 FEET OF THAT PART OF THE WEST 12.5 ACRES OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD

(Continued)

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LEGAL DESCRIPTION CONTINUED

PRINCIPAL MERIDIAN, LYING NORTH OF GROSS POINT ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE 488 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1 AND 323.47 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE EAST A DISTANCE OF 187 FEET; THENCE SOUTH, A DISTANCE OF 223.41 FEET; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF A ROAD, A DISTANCE OF 225.89 FEET; THENCE NORTH ON A LINE 488 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1, A DISTANCE OF 346.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 1 AND 2 LYING SOUTH OF THE NORTH 140.25 FEET THEREOF, AND LYING WEST OF THE EAST 25 FEET OF LOT 2, AFORESAID IN RICHARD C. CROSSLEY'S SUBDIVISION OF PART OF LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE EAST 25 FEET OF LOT 2 (EXCEPT THE NORTH 140.25 FEET THEREOF), IN RICHARD C. CROSSLEY'S SUBDIVISION OF PART OF LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Schedule 2

The Original Mortgage was recorded on June 11, 1998 in the Cook County, Illinois Recorder's Office as 98494040..

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