

This instrument was prepared by, and after recording, return to:

Patrick M. Hardiman
Winston & Strawn
35 West Wacker Drive
Chicago, IL 60601-9703



0010110475



SECOND AMENDMENT OF REVOLVING CREDIT MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS SECOND AMENDMENT OF REVOLVING CREDIT MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Amendment") is made as of the 29th day of December, 2000, by and between **RACO STEEL COMPANY**, an Illinois corporation (hereinafter called "Mortgagor"), with an office at 2100 West 163rd Place, Markham, Illinois, and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association with an office at 135 South LaSalle Street, Chicago, Illinois 60603, as mortgagee, assignee and secured party (hereinafter called "Mortgagee").

RECITALS:

1. Mortgagor entered into and delivered a certain Revolving Credit Mortgage, Assignment of Leases and Rents and Fixture Filing, as amended (the "Mortgage") dated as of December 28, 1993 the benefit of Mortgagee, which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 29, 1993 as Document No. 03073406.

2. The Mortgage was given by Mortgagor to secure (a) the performance of all of Mortgagor's obligations under a certain Credit Agreement (the "Existing Credit Agreement") between Mortgagor and Mortgagee dated as of May 1, 1991, as amended and (b) the performance of all of the terms, covenants, conditions, agreements and liabilities contained in the Mortgage and the other Loan Documents (as defined in the Loan Agreement) to be performed by Mortgagor.

3. Mortgagor and Mortgagee have entered into an Amended and Restated Credit Agreement (as amended, restated, supplemented and modified from time to time, the "Credit Agreement") of even date herewith which amends and restates the Existing Credit Agreement pursuant to which certain terms and provisions of the Existing Credit Agreement are amended, modified or deleted as more particularly described therein.

4. Mortgagor and Mortgagee desire to amend the Mortgage in certain respects.

RACO STEEL COMPANY

KC Accommodation DEC 10 2001

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NOW THEREFORE, in consideration of the execution and delivery of the Amended Loan Agreement, the sum of Ten and 00/100 Dollars (\$10.00) in hand paid by Mortgagee to Mortgagor, the Recitals above stated and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Recitals. Recitals A through D of the Mortgage are hereby deleted and replaced as follows:

A. Mortgagor and Mortgagee have entered into an Amended and Restated Credit Agreement dated as of December 29, 2000 (as amended, restated, modified and supplemented from time to time, "Credit Agreement"), pursuant to which Mortgagee has made or continued credit facilities to Mortgagor aggregating \$7,366,661.40 in principal amount. All capitalized terms not defined herein are defined in the Credit Agreement.

2. Sections 1(a), (b) and (c) are hereby deleted in their entirety and replaced with the following (and Sections 1(d), (e) and (f) are hereby renumbered accordingly as Sections 1(b), (c) and (d)).

(a) the due and punctual payment of all indebtedness evidenced by the Credit Agreement, including any future advances, the aggregate principal amount of is \$7,366,661.40, plus all interest accruing thereon (including, without limitation, all interest accruing after commencement of any proceeding against or with respect to Mortgagor under the Bankruptcy Code 11 U.S.C. §101 *et seq.*, or any other federal or state bankruptcy, insolvency, receivership or similar law at the rates specified in the Credit Agreement), and all fees due and payable in connection therewith, and all other amounts due hereunder and otherwise secured hereby under law when and as due, whether at maturity, acceleration, upon one or more dates set for payment or otherwise;

3. Credit Agreement. Reference to "Note" in Section 31 and elsewhere in the Mortgage shall hereafter be deemed to be reference to the "Credit Agreement and all Notes issued thereunder."

4. Giving of Notice. The addresses contained in Section 21 of the Mortgage are hereby deleted and replaced as follows:

LaSalle Bank, National Association
135 South LaSalle Street
Chicago, Illinois 60603

Raco Steel Company
2100 West 164th Place
Markham, Illinois 60426

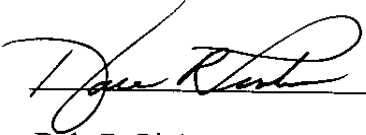
5. In all other respects, the terms and provisions of the Mortgage remain unmodified and in full force and effect, and Mortgagor hereby ratifies and confirms each and every term and provision thereof as amended by this Amendment.

[Signature Page Follows]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have duly signed and delivered this Amendment on the date first above written.

RACO STEEL COMPANY

By: 

Name: Dale R. Pinkert

Its: Chairman

LASALLE BANK NATIONAL ASSOCIATION

By: 

Is: OFFICER

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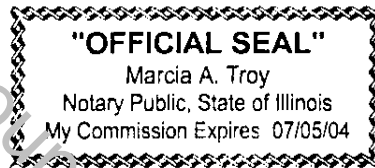
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARCIA A. TROY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dale R. Pinkert, personally known to me to be the Chairman of Raco Steel Company, an Illinois corporation, 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 he signed and delivered said instrument as the Chairman of said corporation, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of December, 2000.

Marcia A. Troy
Notary Public

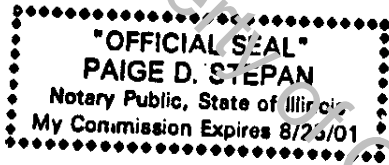
My Commission Expires: 7/5/04



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Paige D. Stepan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Adam Kroll, personally known to me to be an Officer of LASALLE 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 he signed and delivered said instrument as Officer of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of December, 2000.



Paige D. Stepan
Notary Public

My Commission Expires: 8/25/01

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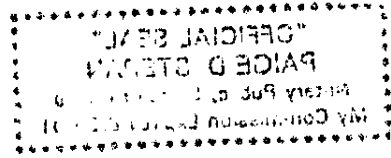


EXHIBIT A

PARCEL 2:

THE WEST 295.96 FEET OF THE EAST 591.92 FEET OF THE NORTH 1/3 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THERE FROM THE SOUTH 33 FEET DEDICATED FOR ROADWAY PURPOSES), IN COOK COUNTY, ILLINOIS.

P.I.N. 29-19-308-009

PARCEL 3:

THE EAST 295.96 FEET (EXCEPT THE SOUTH 33 FEET THEREOF) OF THE NORTH 1/3 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 19 TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 29-19-308-002

PARCEL 2 and 3 Common Address: 2100 West 163rd Place, Markham, Cook County, Illinois