

This instrument prepared by and  
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03/01/2007 07:00:11 Page 1 of 5  
2001-07-06 10:48:54  
Cook County Recorder 29.00

James Tu, Esq.  
Clingen, Callow, Wolfe & McLean, LLC  
2100 Manchester Road  
Suite 1750  
Wheaton, Illinois 60187



**SECOND AMENDMENT TO  
MORTGAGE AND SECURITY AGREEMENT**

**THIS SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT** (this "Amendment") is made as of the 24<sup>th</sup> day of March, 2001, by and between **TRI-POWDERCOATING, INC.**, an Illinois corporation having its office at 8585 South 77<sup>th</sup> Avenue, Bridgeview, Illinois ("**Mortgagor**"), and **ROYAL AMERICAN BANK**, having its principal office at 1604 Colonial Parkway, Inverness, Illinois, its successors and/or assigns ("**Mortgagee**").

**RECITALS**

**WHEREAS**, Mortgagor previously executed and delivered to the Mortgagee (i) a certain Mortgage Note dated March 24, 2000 in the original principal amount of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) evidencing a certain mortgage loan (the "**Mortgage Loan**"), (ii) a certain Term Loan A Note dated March 24, 2000 in the original principal amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) evidencing a certain term loan ("**Term Loan A**"), (iii) a certain Term Loan B Note dated March 24, 2000 in the original principal amount of Eight Hundred Eighty-Seven Thousand and 00/100 Dollars (\$887,000.00) evidencing a certain term loan ("**Term Loan B**"), (iv) a certain Term Loan C Note dated March 24, 2000 in the original principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) evidencing a certain term loan ("**Term Loan C**"), and (v) a certain Revolving Credit Note dated March 24, 2000 in the original principal amount of up to Three Hundred Thousand and 00/100 Dollars (\$300,000.00) evidencing a certain revolving credit loan (the "**Revolving Credit Loan**"), all as set forth more fully in and governed by a certain Loan and Security Agreement of March 24, 2000 to which the Mortgagee is also a party (the "**Loan Agreement**");

**WHEREAS**, as collateral security for the Mortgage Loan, Term Loan A, Term Loan B, Term Loan C and the Revolving Credit Loan (collectively, the "**Loans**"), Mortgagor executed in favor of Mortgagee a certain Mortgage and Security Agreement dated as of March 24, 2000 and recorded with the Cook County Recorder as Document No. 00214755 (the "**Original Mortgage**") with respect to the real property commonly known as 8585 South 77<sup>th</sup> Avenue, Bridgeview, Illinois and as legally described on Exhibit A;

**WHEREAS**, the Original Mortgage was subsequently amended by Mortgagor's execution and delivery to Mortgagee of that certain First Amendment to Mortgage and Security Agreement dated June 23, 2000 (the "**First Amendment to Mortgage**"; the Original Mortgage as amended by the First Amendment to Mortgage is hereinafter referred to as the "**Mortgage**");

**WHEREAS**, under the terms of the Loan Agreement, an Event of Default exists with respect to Mortgagor's non-compliance with a certain financial covenant relating to Mortgagor's maintaining a minimum Cash Flow Coverage for the period ended December 31, 2000 (the "**Default**");

**BOX 333-CTI**

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WHEREAS, Mortgagor has requested and the Mortgagee has agreed to (i) extend the maturity of the Revolving Credit Loan from March 24, 2001 to August 1, 2001, (ii) increase the maximum principal amount of the Revolving Credit Loan by \$50,000.00 from an amount not in excess of \$300,000.00 to an amount not in excess of \$350,000.00, (iii) waive the prepayment premium set forth in Section 2.08 of the Loan Agreement in the event Mortgagor prepays any of the Loans prior to August 1, 2001 and (iv) waive the Default and refrain from exercising its rights and remedies under the Loan Agreement as a result of the Default including, without limitation, the right to accelerate the Mortgage Loan, Term Loan A, Term Loan B, Term Loan C and/or the Revolving Credit Loan, in exchange for Mortgagor's continued compliance with the terms and conditions of the Loan Agreement and certain other modifications as set forth in the First Amendment to Loan and Security Agreement and Documents dated the date hereof (the "First Amendment"); and

WHEREAS, as a condition of the Mortgagee entering into the First Amendment, the Mortgagee has required that Mortgagor executes and delivers this Amendment.

AGREEMENTS

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

Section 1. Binding Effect of Mortgage. The terms and conditions of the Mortgage as amended and modified by this Amendment shall continue to be binding and enforceable between Mortgagor and Mortgagee.

Section 2. Amendment. All references to the "Revolving Credit Note" as set forth in the Mortgage is hereby amended mean that certain Revolving Credit Note dated as of March 24, 2001 in the original principal amount of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00).

Section 3. Miscellaneous.

a. The Recitals are incorporated herein by this reference and represent additional provisions of this Amendment.

b. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS IMMEDIATELY]

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

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MORTGAGOR:

TRI-POWDERCOATING, INC., an Illinois corporation

By: Edward M. Pappalardo  
Print Name: EDWARD M. PAPPALARDO  
Title: PRESIDENT

Attest:

By: Andrew Chura  
Print Name: ANDREW CHURA  
Title: SEC/TREAS.

MORTGAGEE:

ROYAL AMERICAN BANK

By: Andrew S. Kowalski  
Print Name: ~~VICE PRESIDENT~~ ANDREW S. KOWALSKI  
Title: VICE PRESIDENT

Property of Cook County Clerk's Office

10596051

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

# UNOFFICIAL COPY

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Edward M. Peplansky and Andrew Chura, personally known to me to be the President and Secretary, respectively, of Tri-Powdercoating, Inc., an Illinois corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity, each of them signed and delivered the said instrument as each of their own free and voluntary act, and as the free and voluntary act of Tri-Powdercoating, Inc. for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and notarial seal on March 24, 2001.



Carol Blank  
NOTARY PUBLIC

My Commission Expires: 11/27/2003

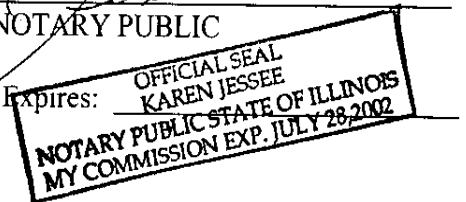
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that ANDREW D. KOWALSKI personally known to me to be the VICE PRESIDENT of ROYAL AMERICAN BANK, 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 in such capacity, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and notarial seal on 3 24, 2001.

Karen Jesse  
NOTARY PUBLIC

My Commission Expires:



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EXHIBIT A

## Legal Description

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, 179.0 FEET (AS MEASURED ALONG THE WEST LINE) NORTH OF THE SOUTH LINE OF SAID SECTION 36; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 33.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH ALONG A LINE 33.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD RIGHT OF WAY (BEING THE EAST 33.0 FEET EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36;) THENCE SOUTHERLY ALONG SAID LOT 1122.0 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT 429.0 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID TRACT, 510.0 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE 240.0 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SAID TRACT, SAID POINT BEING 559.89 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT, 562.11 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID TRACT TO THE POINT OF BEGINNING, ALSO EXCEPT THE NORTH 543.00 FEET OF SAID TRACT), ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 8585 South 77th Avenue, Bridgeview, Illinois

P.I.N.: 18-36-306-009-0000

Cook County Clerk's Office

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