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Cook County Recorder 31.00



This Document Prepared By

and After Recording Return To:

Debra Clark  
Katten Muchin & Zavis  
525 West Monroe Street  
Chicago, Illinois 60661

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USE ONLY

**FIRST SUPPLEMENT TO MORTGAGE,  
ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

This **FIRST SUPPLEMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** dated as of February 9, 2000 (the "*Supplement*") is being entered into between **TRANSILWAPA COMPANY, INC.**, an Illinois corporation with its principal place of business and mailing address at 9201 Belmont, Franklin Park, Illinois 60131 (hereinafter referred to as "*Mortgagor*") and **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association ("*ANB*") with its mailing address at 120 South LaSalle Street, Chicago, Illinois 60603, in its capacity as agent (ANB, in such capacity, together with its successors and assigns, "*Mortgagee*") for the benefit of the Lenders (as such term is defined in the Credit Agreement described below). Capitalized terms used herein without definition shall have the same meanings herein as defined in the Mortgage described below.

**WITNESSETH THAT:**

WHEREAS, Mortgagor did heretofore execute and deliver to Mortgagee that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of

[2651 N. Paulina, Chicago, IL]

**BOX 333-CT1**

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May 14, 1999, and recorded in the Recorder's Office of Cook County, Illinois on May 21, 1999,

as Document No. 99492326 (the "*Mortgage*"), encumbering the Land described on Exhibit A attached hereto and the other Property described in the Mortgage, in order to secure certain Obligations of Mortgagor described in the Mortgage; and

WHEREAS, the Mortgage currently secures, among other things, Loans made by Lenders to Mortgagor, subject to the terms and conditions set forth in that certain Credit Agreement dated as of September 30, 1998 as amended pursuant to that certain First Amendment to Credit Agreement dated as of May 14, 1999 by and among Lenders, Mortgagee and Mortgagor (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "*Credit Agreement*"), including a revolving loan (the "*Revolving Loan*") and three term loans (the "*Term Loans*") (collectively, the "*Loans*") in an aggregate principal amount not to exceed \$44,561,000 to Mortgagor. The Loans are evidenced by a Revolving Credit Note dated as of September 30, 1998 in an original principal amount of up to \$11,988,000 made by Mortgagor and payable to ANB (which note, together with all notes issued in substitution or exchange therefor and all amendments thereto, is hereinafter referred to as the "*ANB Revolving Note*"), a Revolving Credit Note dated as of September 30, 1998 in an original principal amount of up to \$15,012,000 made by Mortgagor and payable to Bank of America National Trust and Savings Association (now known as Bank of America, National Association) (in its capacity as a Lender, "*B of A*") (which note, together with all notes issued in substitution or exchange therefor and all amendments thereto, is hereinafter referred to as the "*B of A Revolving Note*"), a Replacement Term Facility One Note dated as of May 14, 1999 in the principal amount of \$4,240,000 made by Mortgagor and payable to ANB (which note, together with all notes issued in substitution or exchange therefor and all amendments thereto, is hereinafter referred to as the "*ANB Term One Note*"), a Replacement Term Facility One Note dated as of May 14, 1999 in the principal amount of \$4,240,000 made by Mortgagor and payable to B of A (which note, together with all notes issued in substitution or exchange therefor and all amendments thereto, is hereinafter referred to as the "*B of A Term One Note*"), a Replacement Term Facility Two Note dated as of May 14, 1999 in the principal amount of \$3,040,500 made by Mortgagor and payable to ANB (which note, together with all notes issued in substitution or exchange therefor and all amendments thereto, is hereinafter referred to as the "*ANB Term Two Note*"), a Replacement Term Facility Two Note dated as of May 14, 1999 in the principal amount of \$3,040,500 made by Mortgagor and payable to B of A (which note, together with all notes issued in substitution or exchange therefor and all amendments thereto, is hereinafter referred to as the "*B of A Term Two Note*"), a Replacement Term Facility Three Note dated as of May 14, 1999 in a principal amount of up to \$1,500,000 made by Mortgagor and payable to ANB (which note, together with all notes issued in substitution or exchange therefor and all amendments thereto, is hereinafter referred to as the "*ANB Term Three Note*"), a Replacement Term Facility Three Note dated as of May 14, 1999 in a principal amount of up to \$1,500,000 made by Mortgagor and payable to BofA (which note, together with all notes issued in substitution or exchange therefor and all amendments thereto, is hereinafter referred to as the "*B of A Term Three Note*") (the ANB Revolving Note, B of A

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Revolving Note, ANB Term One Note, B of A Term One Note, ANB Term Two Note, B of A Term Two Note, ANB Term Three Note and B of A Term Three Note, together with all notes issued in substitution or exchange therefor and all amendments thereto, are hereinafter referred to as the "*Original Notes*"). The Original Notes provide for certain payments as set forth therein and in the Credit Agreement with the balances thereof due and payable no later than July 1, 2004; and

WHEREAS, Mortgagor has concurrently herewith entered into a Second Amendment to Credit Agreement with Mortgagee and the Lenders bearing even date herewith (the "*Amendment*") whereby the Lenders have agreed, among other things, to make additional loans ("*Working Capital Loans*") available to Mortgagor thereunder and to amend various other terms and conditions set forth in the Credit Agreement thereby increasing the maximum aggregate principal amount of Loans under the Credit Agreement from \$44,561,000 to \$48,061,000; and

WHEREAS, pursuant to the Amendment, Mortgagor is concurrently herewith executing and delivering to ANB a Working Capital Loan Note of Mortgagor bearing even date herewith payable to the order of ANB in the principal sum of \$1,750,000 (which Note together with all notes issued in substitution or replacement therefor and all amendments thereto, is herein referred to as the "*ANB Working Capital Loan Note*") and a Working Capital Loan Note of Mortgagor bearing even date herewith payable to the order of BofA in the principal sum of \$1,750,000 (such Note, and any and all notes issued in extension or renewal thereof or in substitution or replacement therefor, being hereinafter referred to as the "*B of A Working Capital Loan Note*") (the ANB Working Capital Loan Note and the BofA Working Capital Loan Note are hereinafter collectively referred to as the "*New Notes*"), the New Notes being expressed to bear interest and mature as provided in the Credit Agreement as amended by the Amendment, a true and correct copy of which is on file at the offices of the Mortgagee; and

WHEREAS, as a condition precedent to increasing the credit available to Mortgagor under the Credit Agreement and making certain other financial accommodations to Mortgagor, Mortgagee requires the Mortgagor, and to accommodate that requirement Mortgagor desires by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of Mortgagor, i.e. the Property, which are currently subject to the lien of the Mortgage be and constitute collateral security for, inter alia, the indebtedness which is now or hereafter evidenced by the New Notes as well as all other Obligations currently secured by the Mortgage; and

WHEREAS, the Mortgage is to continue to secure all the other Obligations now secured thereby including, without limitation, all Obligations of Mortgagor to the Lenders and Mortgagee under the Credit Agreement and the other Loan Documents, this Supplement being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for and in consideration of, the execution and delivery by Mortgagee and Lenders of the Amendment, and other good and valuable consideration, receipt whereof is

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hereby acknowledged, the Mortgage shall be and hereby is supplemented and amended as follows, to wit:

To secure the payment and performance of all (i) the prompt and complete payment of the Notes, together with all interest, and other amounts, if any, due in accordance with the terms of the Notes, as well as the prompt and complete payment of any additional indebtedness, liabilities and other obligations of Mortgagor accruing to Lenders and Mortgagee on account of any future payments, advances or expenditures made by Lenders and Mortgagee pursuant to the Notes, the Credit Agreement, the Mortgage as supplemented hereby or any other Loan Document; (ii) the prompt and complete observance and performance of each and every covenant, condition, and agreement of Mortgagor contained in the Loan Documents; and (iii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and indebtedness of any kind or nature now or hereafter owing, arising, due or payable from Mortgagor to Lenders or Mortgagee in connection with the transactions contemplated by the Credit Agreement. All obligations, liabilities and indebtedness of every nature of Mortgagor to Lenders and Mortgagee are hereinafter sometimes collectively referred to as the "*Obligations*"), including the Obligations evidenced by the Notes (as defined herein), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, and its successors and assigns, and grant to Mortgagee, and its successors and assigns, a security interest in, all and singular the Property described in the Mortgage including the Land lying and being in Cook County in the State of Illinois described on Exhibit A attached hereto and made a part hereof, together with all of the properties, rights, interests and privileges described in all granting clauses of the Mortgage, each and all of such granting clauses being hereby incorporated by reference herein with the same force and effect as though set forth herein in their entirety. The foregoing grant of a lien is in addition to and supplemental of and not in substitution for the grant of the lien created and provided for by the Mortgage, and nothing herein contained shall affect or impair the lien or priority of the Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

In order to induce Mortgagee to enter into the Amendment, and to accept this Supplement, Mortgagor hereby further covenants and agrees with, and represents and warrants to, Mortgagee as follows:

1. The Mortgage shall be and hereby is further amended as follows:

(a) All references in the Mortgage to "Bank of America National Trust and Savings Association" shall be amended to its new name, " Bank of America, National Association".

2. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct in all material respects and that no Event of Default (as such term is defined in the Mortgage), or any other event which with the lapse of time or the giving of notice, or both,

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would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Supplement. Mortgagor hereby repeats and reaffirms all covenants and agreements contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

3. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage as supplemented hereby shall have the same meanings in the Mortgage as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "*Obligations*" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby including, without limitation, the indebtedness, Obligations and liabilities of Mortgagor in connection with the New Notes; all references in the Mortgage to the term "*Notes*" shall be deemed references to the "*Notes*" (as defined in this Supplement) and any and all notes issued in extension or renewal thereof or in substitution or replacement therefor; and all references in the Mortgage to the Credit Agreement shall be deemed references to the Credit Agreement as amended by the Amendment and as the same may from time to time hereafter be further amended, modified or restated.

4. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the Obligations secured by the Mortgage as supplemented hereby.

5. Mortgagor acknowledges and agrees that the Mortgage as supplemented hereby is and shall remain in full force and effect, and that the Property is and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the Obligations hereby secured, including without limitation the Loans made by Lenders to Mortgagor under the Credit Agreement as amended by the Amendment which are to be evidenced by the New Notes. Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgement and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the Mortgage as supplemented hereby.

6. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be

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an original but all of which to constitute one and the same instrument.

7. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be deemed to be a reference to the Mortgage as supplemented hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.


8. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of Mortgagor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

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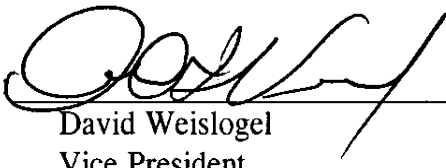
IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.

TRANSILWRAP COMPANY, INC.

By:   
Herbert Drower  
President

Accepted and agreed to in Chicago, Illinois as of the day and year first above written.

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, as Agent

By:   
David Weislogel  
Vice President

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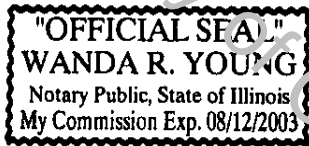
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STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF COOK                    )

I, Wanda R. Young, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Herbert Drower personally known to me to be the President of Transilwrap Company, Inc., an Illinois corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that such person signed and delivered the said instrument as President of said corporation pursuant to authority given by the Board of Directors of said corporation, as his own 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 28<sup>th</sup> day of Feb., 2000.



Wanda R. Young  
Notary Public

My Commission Expires:

Cook County Clerk's Office

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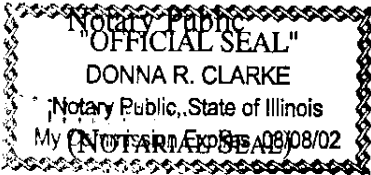
STATE OF ILLINOIS)

) SS.

COUNTY OF COOK )

I, \_\_\_\_\_, Notary Public in and for said County, in the State aforesaid, do hereby certify that David C. Weislogel, Vice President of American National Bank and Trust Company of Chicago, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said national banking association for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 28 day of FEB, 2000.



DONNA R CLARKE  
(Type or Print Name)

My Commission Expires:

08-08-02

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE LAND

The south 40 feet of the north 610 feet of Lot 1 in the northwestern Terra Cotta Company's subdivision in the northeast 1/4 of the southeast 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Common Address: 2651 North Paulina Street  
Chicago, IL 60614

P.I.N.: 14-30-404-066-0000

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