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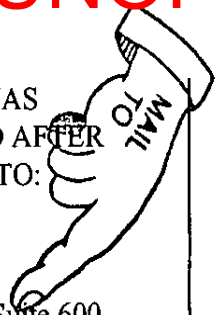
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2002-03-13 12:49:19
Cook County Recorder 31.50

THIS DOCUMENT WAS
PREPARED BY, AND AFTER
RECORDING, MAIL TO:

William C. Graft, Esq.
Graft, Jordan & Curtis
1900 East Golf Road, Suite 600
Schaumburg, Illinois 60173

PIN: Part of 18-15-400-025

Property Common Address:
6140 River Road,
Hodgkins, Illinois 60525



0020282099

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS**

(FOR RECORDER'S USE ONLY)

**FIRST AMENDMENT TO MORTGAGE AND
ASSIGNMENT OF LEASES AND RENTS**

THIS FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS (this "Amendment"), dated as of March 1, 2002, is made by WIDLACKI SAVAGE, LLC, an Illinois limited liability company (the "Obligor"), in favor of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (the "Bank").

RECITALS

WHEREAS, in connection with the issuance by the Illinois Development Finance Authority of its Variable Rate Demand Industrial Revenue Bonds, Series 1999A and 1999B (Astron Midwestern Project), the Obligor, Astron Gear, Inc., an Illinois corporation ("Astron Gear"), Astron Industries, Inc., an Illinois corporation ("Astron Industries"), Astron Midwestern, Inc., an Illinois corporation ("Astron Midwestern"), William E. Widlacki, individually, Charles J. Savage, individually and the Bank entered into a certain Reimbursement Agreement dated as of June 1, 1999 (the "Reimbursement Agreement"), pursuant to which the Obligor executed and delivered to the Bank a certain Direct Obligation Note dated as of June 30, 1999 in the principal amount of Four Million Sixty Thousand and No/100 Dollars (\$4,060,000.00) (the "Direct Obligation Note", which together with the Reimbursement Agreement and various other agreements, instruments and documents required by the Bank to be furnished in connection therewith shall sometimes be referred to herein collectively, the "IRB Documents"); and

WHEREAS, to secure its obligations under the Direct Obligation Note, among other things, the Obligor executed and delivered to the Bank (a) that certain Commercial Mortgage dated as of June 1, 1999 and recorded with the Recorder of Deeds of Cook County, Illinois on June 30, 1999 as Document No. 99630083 (the "Mortgage"), granting to the Bank a valid, first priority mortgage interest in and to a certain parcel or parcels of real property commonly known as 6140 River Road, Hodgkins, Illinois 60525, legally described in Exhibit A attached hereto and made a part of this Amendment (the "Mortgaged Property"), and (b) that certain Assignment of Leases and Rents dated as of June 1, 1999 and recorded with the Recorder of Deeds of Cook County, Illinois on June 30, 1999 as Document No. 99630084 (the "Assignment"), assigning to the Bank all of the rents, issues, profits, revenues, royalties, bonuses, rights

and benefits due, payable or accruing under any and all present and future leases, contracts or other agreements relative to Widlacki Savage's ownership or occupancy of the Mortgaged Property; and

WHEREAS, the Obligor has failed to cause Astron Industries, Astron Midwestern and/or Astron Gear to maintain a Debt Service Coverage Ratio (as defined in the Reimbursement Agreement) of at least 1.20:1.00 for the 2001 fiscal year, such failure being an Event of Default (as defined in the Reimbursement Agreement) under the Reimbursement Agreement and certain of the IRB Documents; and

WHEREAS, on November 1, 1999, Astron Midwestern executed and delivered to the Bank a certain Promissory Note (Secured) in the principal amount of Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00) (the "November 1999 Astron Midwestern Note"); and

WHEREAS, on November 1, 1999, Astron Industries executed and delivered to the Bank a certain Promissory Note (Secured) in the principal amount of Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00) (the "Astron Industries Note"); and

WHEREAS, on December 20, 1999, Astron Midwestern executed and delivered to the Bank a certain Promissory Note (Secured) in the principal amount of Ninety Thousand and No/100 Dollars (\$90,000.00) (the "December 1999 Astron Midwestern Note"), together with various other agreements, instruments and documents required by the Bank to be furnished in connection therewith (collectively, the "1999 Loan Documents"); and

WHEREAS, pursuant to a certain Promissory Note (Secured) dated as of November 1, 2000 in the principal amount of Seven Hundred Thousand and No/100 Dollars (\$700,000.00), executed and delivered to the Lender by Astron Gear (the "Astron Gear Note"), the November 1999 Astron Midwestern Note and the Astron Industries Note were restated and replaced by the Astron Gear Note; and

WHEREAS, to secure Astron Gear's obligations to the Lender under the Astron Gear Note, Astron Gear executed and delivered to the Lender a certain Loan and Security Agreement dated as of November 1, 2000 by and between Astron Gear and the Lender (the "2000 Loan Agreement") together with various agreements, instruments and documents required by the Lender to be furnished in connection therewith (collectively, with the Astron Gear Note, the "2000 Loan Documents"); and

WHEREAS, the December 1999 Astron Midwestern Note was unchanged by the 2000 Loan Documents and remains a valid and binding obligation of Astron Midwestern; and

WHEREAS, the Astron Gear Note became due and payable in full on October 31, 2001 and Astron Gear has failed to pay in full such Note, such failure to pay being an Event of Default (as defined in the 2000 Astron Gear Note) under the Astron Gear Note and certain of the other 2000 Loan Documents; and

WHEREAS, the Obligor and Astron Gear have failed to maintain at all times a combined ratio of Cash Flow Available (as defined in the 2000 Loan Agreement) to Debt Service Required (as defined in the 2000 Loan Agreement) of at least 1.20:1.00, and have failed to maintain at all times after August 31, 2001 a minimum Combined Tangible Net Worth (as defined in the 2000 Loan Agreement) of Five Hundred Thousand and No/100 Dollars (\$500,000.00), such failures being Events of Default (as defined in the 2000 Loan Agreement) under the 2000 Loan Agreement and certain of the other 2000 Loan Documents; and

WHEREAS, pursuant to that certain Forbearance Agreement of even date herewith by and between Astron Gear and the Bank (the "Forbearance Agreement") and that certain Loan and Security Agreement of even date herewith between and among the Obligor, Astron Gear, Astron Industries, Astron Midwestern, William E. Widlacki, individually, Charles J. Savage, individually and the Bank (the "Loan Agreement"), the Bank has agreed to forbear exercising certain rights and remedies available to it under the IRB Documents, the Mortgage, the Assignment, the 1999 Loan Documents and/or the 2000 Loan Documents as a result of the respective defaults by each of the Obligor and Astron Gear, and to renew and extend the Astron Gear Note, which as of the date hereof has an outstanding principal balance of Four Hundred Ninety-Eight Thousand and No/100 Dollars (\$498,000.00), for a term through and including May 29, 2002, subject to, among other things, the amendment by the Obligor of the Mortgage and the Assignment to hereafter additionally secure the performance and prompt payment to the Bank of the liabilities and obligations of the Obligor, Astron Gear, Astron Industries and Astron Midwestern hereunder and under the 1999 Loan Documents, the 2000 Loan Documents, the Forbearance Agreement and the Loan Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

SECTION 1
INCORPORATION OF RECITALS

By reference hereby, the above Recitals are incorporated herein and made a part of this Amendment.

SECTION 2
FIRST AMENDMENT TO COMMERCIAL MORTGAGE

2.1. The term "Liabilities" as defined in the Mortgage shall hereafter include the December 1999 Astron Midwestern Note and any and all amendments, modifications, extensions, renewals or replacements thereof; the Astron Gear Note, as amended and modified by that certain Note Modification Agreement of even date herewith by and between Astron Gear and the Bank, and any and all amendments, modifications, extensions, renewals or replacements thereof; and all of the liabilities and obligations of the Obligor, Astron Gear, Astron Industries and Astron Midwestern hereunder and under the 1999 Loan Documents, the 2000 Loan Documents and the Forbearance Documents (as defined in the Loan Agreement).

2.2. Paragraph 1 of the Mortgage shall be hereby deleted and replaced by the following:

Payment of Indebtedness and Performance of Covenants. The Obligor agrees to pay, when due or declared due, all of the Liabilities secured hereby and to duly and punctually observe all of the terms, provisions, conditions, covenants and agreements on the Obligor's part to be performed or observed as provided in this Mortgage or in the IRB Documents, the 1999 Loan Documents, the 2000 Loan Documents or the Forbearance Documents, and all other documents which evidence, secure or guarantee the Liabilities.

2.3 The Notice Provision in the Mortgage for notice to the Bank shall be modified to read as follows:

If to Secured Party: Kevin L. Gillen, Vice President
American National Bank and Trust Company of Chicago
120 South LaSalle Street
Mail Code IL1-1415
Chicago, Illinois 60603

with a copy to: William C. Graft
Graft, Jordan & Curtis
1900 East Golf Road, Suite 600
Schaumburg, Illinois 60173

SECTION 3

FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

The term "Liabilities" as defined in the Assignment shall hereafter include the December 1999 Astron Midwestern Note and any and all amendments, modifications, extensions, renewals or replacements thereof; the Astron Gear Note, as amended and modified by that certain Note Modification Agreement of even date herewith by and between Astron Gear and the Bank, and any and all amendments, modifications, extensions, renewals or replacements thereof; and all of the liabilities and obligations of the Obligor, Astron Gear, Astron Industries and Astron Midwestern hereunder and under the 1999 Loan Documents, the 2000 Loan Documents and the Forbearance Documents.

SECTION 4

MISCELLANEOUS

4.1. The Mortgage and the Assignment, each as modified hereby, are valid and subsisting liens on the Mortgaged Property and the collateral described in the Mortgage and in the Assignment.

4.2. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Loan Agreement, and all references to the Mortgage or the Assignment in any of the IRB Documents, the 1999 Loan Documents, the 2000 Loan Documents or the Forbearance Documents shall be deemed to refer to the Mortgage and the Assignment as modified hereby.

4.3. As modified hereby, all the terms, covenants, representations and conditions of the Mortgage and the Assignment shall continue in full force and effect as against the Obligor.

4.4. The Obligor hereby agrees to execute and deliver, or cause to be executed and delivered, to the Bank such additional documentation as the Bank shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to the Bank by or on behalf of the Obligor.

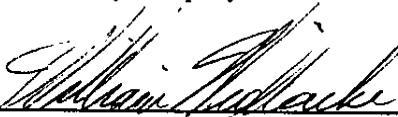
4.5. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without regard to that state's choice of law provisions.


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4.6. This Amendment, and the Mortgage and the Assignment as modified hereby, shall inure to the benefit of the Bank's successors and assigns, and shall be binding upon the successors and assigns of the Obligor, except that the Obligor may not transfer or assign any of its rights or interest hereunder or under the Mortgage or the Assignment without the prior written consent of the Bank.

4.7. All other terms, conditions and provisions of the Mortgage and the Assignment are hereby ratified and confirmed and remain in full force and effect.

WIDLACKI SAVAGE, LLC, an Illinois
limited liability company

By: 
William E. Widlacki, its Member

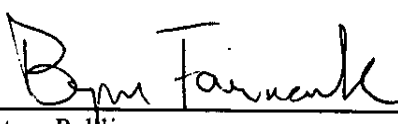
By: 
Charles J. Savage, its Member

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT William E. Widlacki and Charles J. Savage of WIDLACKI SAVAGE, LLC, an Illinois limited liability company (the "Company"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Member and Member, respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 7th day of ^{March}~~June~~, 2002.


Notary Public

My commission expires: _____

Accepted: mortgage without seal.



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 2 IN INDUSTRIAL STEEL SUBDIVISION, BEING A RESUBDIVISION OF LOT 3 IN TRACT 10 SUBDIVISION - UNIT 1 (RECORDED JANUEARY 30, 1992 AS DOCUMENT NO. 92062668), BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 15 AND PART OF THE NORTHEAST ¼ OF SECTION 22, ALL IN TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1998 AS DOCUMENT NO. 98083801, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6140 RIVER ROAD
HODGKINS, ILLINOIS 60525

P.I.N. # Part of 18-13-400-025

Property of Cook County Clerk's Office