

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

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Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603



0020376892

THIRD AMENDMENT TO MORTGAGE

(Cook County, Illinois)

THIS THIRD AMENDMENT TO MORTGAGE ("**Amendment**") is dated as of March 1, 2002 and is by and among AUTOMATIC SPRING COILING CO., an Illinois corporation ("**Automatic Spring**" or "**Mortgagor**"), and HELLER FINANCIAL, INC. ("**Heller**"), as agent (Heller in its capacity as agent being hereinafter referred to as "**Agent**") for various lenders ("**Lenders**").

RECITALS

A. Pursuant to a certain Second Amended and Restated Credit Agreement dated as of August 5, 1998 (said Second Amended and Restated Credit Agreement, as amended from time to time, being hereinafter referred to as the "**Second Amended Credit Agreement**") by and among Heller, as Agent and as a Lender, such additional financial institutions which are or may from time to time become parties thereto as Lenders, Matthew Warren, Inc., Automatic Spring, Century Spring Corp., Peck Spring Corporation, Accurate Screw Machine Corporation (formerly known as ASM Acquisition Corporation) and such other companies as may from time to time become parties thereto as borrower (all such borrowers being hereinafter referred to as "**Borrowers**"), Agent and Lenders have made loans (the "**Loans**") to such companies, secured by, among other things, a certain Real Property Mortgage dated as of February 28, 1997 and recorded with the Cook County Recorder of Deeds on March 5, 1997 as Document No. 97-151980 (said Real Property Mortgage, as amended from time to time, being hereinafter referred to as the "**Mortgage**"). A legal description of the real estate encumbered by the Mortgage is attached hereto as **Exhibit A**.

B. Concurrently herewith, Borrowers, Lenders and Agent are entering into a Waiver and Amendment No. 2 to Second Amended and Restated Credit Agreement, pursuant to which the interest rates chargeable on the Loans are being modified, among other things.

C. The parties hereto now wish to amend the Mortgage to amend Schedule 1 attached thereto.

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AGREEMENTS

1. Said Schedule 1 is hereby deleted and **Amended Schedule 1** attached hereto is hereby substituted in its place.
2. The Mortgage is hereby amended to conform to the terms hereof.
3. Except as amended hereby the Mortgage shall remain in full force and effect in accordance with its original terms.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

MORTGAGOR:

AUTOMATIC SPRING COILING CO.,
an Illinois corporation

By M. Chilton
Its Asst. Sec.

AGENT:

HELLER FINANCIAL, INC.,
as Agent

By see attached signature page
Its _____

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

MORTGAGOR:

AUTOMATIC SPRING COILING CO.,
an Illinois corporation

By see attached signature page.
Its _____

AGENT:

HELLER FINANCIAL, INC.,
as Agent

By Maura E. Fitzgerald
Its Vice President

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ACKNOWLEDGMENT

STATE OF Missouri)
) SS
COUNTY OF St. Louis)

I, NANCY L. BIGGINS, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT MICHAEL SANTONI, the ASST. SEC. of Automatic Spring Coiling Co., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ASST. SEC. appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

GIVEN under my hand and notarial seal this 1st day of March, 2002.

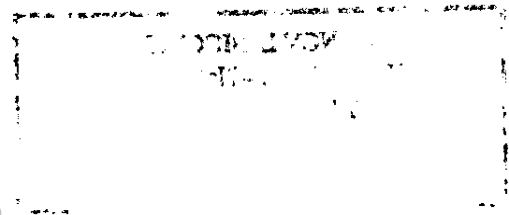
Nancy L. Biggins
Notary Public

NANCY L. BIGGINS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sept. 14, 2003

My Commission Expires:
09-14-03

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, SHARON HAYES, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Maura Fitzgerald, the Vice President of Heller Financial, Inc., 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 She signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

GIVEN under my hand and notarial seal this 27 day of March, 2002.

Sharon D. Hayes

(Notary Public

My Commission Expires:

7/29/2002

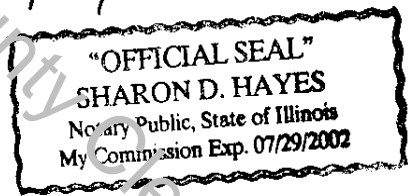


EXHIBIT A

Legal Description

THE SOUTH 33 FEET OF LOT 2 (EXCEPT THE EAST 449.45 FEET THEREOF) IN PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT, BEING OWNERS DIVISION OF PART OF LOTS 1, 2, 3, 8, 9 AND 10 IN COOK'S SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4, SOUTH OF INDIAN BOUNDARY LINE OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO:

ALL OF THAT PART OF LOT 3 IN SAID PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT, AFORESAID, LYING SOUTH OF THE NORTH LINE OF THE SOUTH 33 FEET OF SAID LOT 2 IN SAID PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT, AFORESAID, EXTENDED WEST TO THE EASTERLY LINE OF THE RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY AND LYING NORTHERLY OF THE NORTHERLY LINE OF A TRACT OF LAND DESCRIBED IN PARAGRAPH 3 IN DEED DATED APRIL 24, 1929 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 10,405,656, SAID NORTHERLY LINE BEING A CURVED LINE 148.54 FEET IN LENGTH WITH A RADIUS OF 368.26 FEET DRAWN FROM A POINT IN THE EASTERLY LINE OF SAID LOT 3, 600.42 FEET MORE OR LESS SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT IN THE WESTERLY LINE OF SAID LOT WHICH IS 611.36 FEET MORE OR LESS SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT. ALSO;

THAT PART OF LOT 4 IN SAID PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT, AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 4, WHICH POINT IS 1.93 FEET WEST OF THE NORTHEAST CORNER THEREOF, SAID POINT BEING ALSO 449.45 FEET WEST OF THE NORTHEAST CORNER OF LOT 5 IN SAID PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 135.68 FEET SOUTHWESTERLY ON A CURVED LINE CONVEXED SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 368.26 FEET A DISTANCE OF 331.34 FEET, SAID LAST DESCRIBED CURVED LINE BEING THE NORTHERLY LINE AND ITS EXTENSION NORTHEASTERLY OF THE RIGHT OF WAY CONVEYED TO CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEEDS DATED APRIL 24, 1929 AND MARCH 29, 1930 AND RECORDED AS DOCUMENT NUMBERS 10,405,656 AND 10,630,417, RESPECTIVELY; THENCE CONTINUING WESTERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 705.4 FEET A DISTANCE OF 100.61 FEET (ARC); THENCE WEST ON SAID RIGHT OF WAY BEING A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 113.77 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVED LINE CONVEXED NORTHWESTERLY WITH A RADIUS OF 368.26 FEET FOR A DISTANCE OF 139.32 FEET; THENCE SOUTHWESTERLY ALONG THE RIGHT OF WAY LINE ON A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 75.35 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 4; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 414.43 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 545.67 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index Number:	13-03-405-005	Volume:	320
Permanent Index Number:	13-03-405-006	Volume:	320
Permanent Index Number:	13-03-405-027	Volume:	320
Permanent Index Number:	13-03-405-028	Volume:	320

Property address: 4045 West Thorndale Avenue, Chicago, Illinois

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AMENDED SCHEDULE 1

Interest Rates

1.

"(A) Interest. From the Closing Date, the Loans and the other Obligations shall bear interest, depending upon Borrowers' election from time to time, as permitted herein, to have portions of the Loans accrue interest determined by reference to the Base Rate ("Base Rate Loans") or the LIBOR ("LIBOR Loans"), at the applicable rates set forth below:

(i) The Revolving Loans, Term Loan A and all other Obligations (other than the principal portion of Term Loan B and Term Loan C) shall bear interest as follows:

(a) If a Base Rate Loan, then at the sum of the Base Rate plus the Base Rate Margin applicable to Revolving Loans and Term Loan A.

(b) If a LIBOR Loan, then at the sum of the LIBOR plus the LIBOR Margin applicable to Revolving Loans and Term Loan A.

(ii) Term Loan B shall bear interest as follows:

(a) If a Base Rate Loan, then at the sum of the Base Rate plus the Base Rate Margin applicable to Term Loan B.

(b) If a LIBOR Loan, then at the sum of the LIBOR plus the LIBOR Margin applicable to Term Loan B.

(iii) Term Loan C shall bear interest as follows:

(a) If a Base Rate Loan, then at the sum of the Base Rate plus the Base Rate Margin applicable to Term Loan C.

(b) If a LIBOR Loan, then at the sum of the LIBOR plus the LIBOR Margin applicable to Term Loan C.

"Base Rate" means a variable rate of interest per annum equal to the rate of interest from time to time published by the Board of Governors of the Federal Reserve System in Federal Reserve statistical release H.15 (519) entitled "Selected Interest Rates" as Bank prime loan rate. Base Rate also includes rates published in any successor publications of the Federal Reserve System reporting the Bank prime loan rate or its equivalent. The statistical release generally sets forth a Bank prime loan rate for each business day. The applicable Bank prime loan rate for any date not set forth shall be the rate set forth for the last preceding date. In the event the Board of Governors of the

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Federal Reserve System ceases to publish a Bank prime loan rate or equivalent, the term "Base Rate" shall mean a variable rate of interest per annum equal to the highest of the "prime rate," "reference rate," "base rate" or other similar rate as determined by Agent announced from time to time by any of Bankers Trust Company, The Chase Manhattan Bank, National Association or Citibank N.A. (with the understanding that any such rate may merely be a reference rate and may not necessarily represent the lowest or best rate actually charged to any customer by such bank).

"Base Rate Margin" means (i) through and including July 31, 2002, (x) two and one-half of one percent (2.50%) per annum with respect to the Revolving Loans and Term Loan A, (y) three percent (3.00%) per annum with respect to Term Loan B and (z) three and one-half of one percent (3.50%) per annum with respect to Term Loan C and (ii) thereafter, as of February 1, May 1, August 1 and November 1 of each year (each, an "Adjustment Date"), commencing on August 1, 2002, the Base Rate Margin shall be adjusted, if necessary, to the applicable percent per annum set forth in the Pricing Table below opposite the Leverage Ratio (calculated as illustrated on Exhibit 4.7(C)) for the trailing twelve (12) month period ending on the last day of the most recently completed calendar quarter prior to the applicable Adjustment Date.

"LIBOR" means, for each Interest Period, a rate per annum equal to:

(a) the offered rate for deposits in U.S. dollars in an amount comparable to the amount of the applicable Loan in the London interbank market which is published by the British Bankers' Association, and that currently appears on Telerate Page 3750, or any other source available to Agent, as of 11:00 a.m. (London time) on the day which is two (2) Business Days prior to the first day of the relevant Interest Period for a term comparable to such Interest Period; or if, for any reason, such a rate is not published by the British Bankers' Association on Telerate or any other source available to Agent, the rate per annum equal to the average rate (rounded upwards, if necessary, to the nearest 1/100 of 1%) at which Agent determines that U.S. dollars in an amount comparable to the amount of the applicable Loans are being offered to prime banks at approximately 11:00 a.m. (London time) on the day which is two (2) Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period for settlement in immediately available funds by leading banks in the London interbank market selected by Agent; divided by

(b) a number equal to 1.0 minus the maximum reserve percentages (expressed as a decimal fraction) (including, without limitation, basic, supplemental, marginal and emergency reserves under any regulations of the Board of Governors of the Federal Reserve System or other governmental authority having jurisdiction with respect thereto, as now and from time to time in effect) for Eurocurrency funding (currently referred to as

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"Eurocurrency Liabilities" in Regulation D of such Board) which are required to be maintained by any Lender by the Board of Governors of the Federal Reserve System; such rate to be rounded upward to the next whole multiple of one-sixteenth of one percent (.0625%). LIBOR shall be adjusted automatically on and as of the effective date of any change in any such reserve percentage.

"LIBOR Margin" means (i) through and including July 31, 2002, (x) three and three-quarters of one percent (3.75%) per annum with respect to the Revolving Loans and Term Loan A, (y) four and one-quarter of one percent (4.25%) per annum with respect to Term Loan B and (z) four and three-quarters of one percent (4.75%) per annum with respect to Term Loan C and (ii) thereafter, as of each Adjustment Date, commencing on August 1, 2002, the LIBOR Margin shall be adjusted, if necessary, to the applicable percent per annum set forth in the Pricing Table below opposite the Leverage Ratio (calculated as illustrated on Exhibit 4.7(C)) for the trailing twelve (12) month period ending on the last day of the most recently completed calendar quarter prior to the applicable Adjustment Date.

PRICING TABLE

Leverage Ratio	Base Rate Margin			LIBOR Margin		
	Revolving Loans and Term Loan A	Term Loan B	Term Loan C	Revolving Loans and Term Loan A	Term Loan B	Term Loan C
Greater than or equal to 4.00 to 1.00	2.50%	3.00%	3.50%	3.75%	4.25%	4.75%
Greater than or equal to 3.50 to 1.00 but less than 4.00 to 1.00	2.25%	2.75%	3.25%	3.50%	4.00%	4.50%
Less than 3.50 to 1.00	2.00%	2.50%	3.00%	3.25%	3.75%	4.25%

If an Event of Default has occurred and is continuing on an Adjustment Date, no reduction in the Base Rate Margin or LIBOR Margin shall occur on such Adjustment Date. If Borrowers shall fail to deliver a Compliance Certificate by the date required pursuant to subsection 4.7(C), each applicable Base Rate Margin and LIBOR Margin shall be conclusively presumed to equal the highest applicable Base Rate Margin and LIBOR Margin specified in the Pricing Table above until the date of delivery of the Compliance Certificate.

All capitalized terms used but not otherwise defined in this Amended Schedule 1 shall have the meanings ascribed to them in the Second Amended Credit Agreement.