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**SECOND AMENDMENT TO MORTGAGE,  
SECURITY AGREEMENT AND FINANCING STATEMENT**  
LaSalle Bank National Association,  
successor trustee

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**THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT** ("Amendment") is made as of April 11, 2000, by and among **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally, but solely as Trustee (the "Trustee") under a certain Trust Agreement dated September 18, 1986, and known as Trust No. 100055-02 (the "Trust"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, formerly known as LaSalle National Bank ("Lender").

**RECITALS:**

A. Lender has loaned to the Trust the principal sum of \$1,250,000 (the "Mortgage Loan"). The Mortgage Loan is evidenced by a certain Note dated December 20, 1993 (the "First Note"), made by the Trust in the original principal amount of \$1,250,000 payable to Lender. The Mortgage Loan is guaranteed by Genender International, Inc., an Illinois corporation (the "Company"). The Mortgage Loan is secured by that certain Mortgage, Security Agreement and Financing Statement dated as of December 20, 1993 (the "Original Mortgage") relating to certain owned real property which is described legally on Exhibit A hereto and by that certain Assignment of Rents and Leases dated as of December 20, 1993 by the Trust and Kenneth J. Genender (the "Original Assignment of Rents") relating to such real property and to certain leasehold interests of the Trust.

This instrument was prepared by and, after recording, return to:  
Schwartz, Cooper, Greenberger & Krauss  
180 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601  
Attn: Michael D. Rothstein, Esq.

Permanent Real Estate Tax Index Nos.:  
03-11-407-017-0000  
03-11-407-018-0000  
03-11-407-019-0000  
  
Common Address:  
44 Century Drive  
Wheeling, IL 60090

**BOX 333-CT1**

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B. Pursuant to a certain First Amendment to Mortgage, Security Agreement and Financing Statement (the "First Amendment") dated as of October 31, 1997, by and among Lender and the Trust, the Original Mortgage was amended to also secure the indebtedness owed to Lender pursuant to that certain Construction Loan Agreement dated as of October 31, 1997 as evidenced by that certain Mortgage Note dated as of October 31, 1997 executed by the Trustee and the Company, jointly and severally, in the original principal amount of \$1,386,476 (the "Construction Note"). The Original Mortgage and the First Amendment, are hereinafter referred to as the "Mortgage".

C. The Company and Lender are parties to that certain Note dated March 1, 1998 in the original principal amount of \$5,000,000, which was amended by that certain Revolving Extension Note dated as of January 31, 2000 (the "Extension Note") in the original principal amount of \$7,000,000 and pursuant to which Lender increased its revolving loan commitment to the Company up to the maximum aggregate principal amount of \$7,000,000 (the "Revolving Facility").

D. The Company and Lender are also parties to that certain Installment Note dated July 1, 1998 in the original principal amount of \$1,100,000 (the "Installment Note") under which Lender made a loan to the Company in such amount.

E. The Trust and its beneficiary, Kenneth J. Genender, and the Company have requested Lender to increase its revolving loan commitment to the Company under the Revolving Facility from \$7,000,000 to \$9,000,000 and to make certain other changes to the Revolving Facility and the Installment Note, all pursuant to that certain Credit Agreement dated as of the date hereof (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement"), and in connection therewith the Company will execute and deliver to the Lender the "Restated Revolving Note" and the "Restated Installment Note" as such terms are defined in the Credit Agreement. Lender is willing to grant such requests, on the condition that, among other things, the Mortgage be amended to secure the obligations of the Company under the Credit Agreement and such Restated Revolving Note and Restated Installment Note, subject to the terms and conditions set forth below.

**NOW, THEREFORE**, in order to induce Lender to increase its revolving loan commitment to the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trust and the Lender hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made a part hereof.

2. **Obligation Secured.** In addition to the Mortgage securing the obligations of the Company and the Trust under the First Note and Construction Note and the loans evidenced thereby, the Mortgage is hereby amended to secure the Company's obligations under the Credit

Agreement, including without limitation, the Revolving Facility and the Restated Revolving Note and the Restated Installment Note as such terms are defined in the Credit Agreement.

3. **Cross-Defaults: Integration of Loan Documents.**

(a) Any "Event of Default" (as defined in the Credit Agreement) under the Credit Agreement shall, at Lender's election, be deemed a Default under the Mortgage, as amended hereby.

(b) Any Default under the Mortgage, as amended hereby, shall at Lender's election, be deemed an Event of Default under the Credit Agreement.

(c) It is the intention of the parties that the cross-collateralization arrangements provided for in this Amendment shall be subject and subordinate to the existing security interests of Lender and that nothing herein shall be deemed to merge the Mortgage with the Credit Agreement. Notwithstanding the foregoing, the parties intend that, in the event that either of the First Note or the Construction Note (or the loans evidenced thereby) shall be retired prior to the retirement of the other loans governed by the Credit Agreement, the lien of this Mortgage and all other security interests securing the remaining loans shall continue in full force and effect and shall advance in priority.

4. **Required Deliveries.** The Company shall furnish lender with an additional endorsement to Chicago Title Insurance Company Loan Policy No. 7470647 (the "Title Policy") which (i) amends the description of the Mortgage insured under the Title Policy to include this Amendment, (ii) extends the effective date of the Title Policy to the date of the recording of this Amendment, (iii) includes no additional exceptions to title other than those that have been approved in writing by Lender, (iv) states that all real estate taxes and assessments applicable to the Property which are due and payable as of the date of such endorsement have been paid in full and (v) increases the amount of the Loan Policy to at least \$ 9,000,000.00

5. **Defaults.** The Trust represents to Lender that, to the best knowledge of the Trust, as of the date hereof no Default or event or condition which could become a Default with the giving of notice or passage of time, or both, exists under the Mortgage, the First Note or the Construction Note. The Trust further acknowledges and agree that a Default under the First Note, the Mortgage or the Construction Note shall be deemed to exist upon the occurrence of a breach of any of the representations, warranties or covenants set forth in this Amendment.

6. **Performance of Obligations.** The Trust represents to Lender that, to the best knowledge of the Trust, there is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting the Trust or the property, or which would prevent the Trust from complying with or performing its obligations under the First Note, the Mortgage or the Construction Note, and no basis for any such matter exists.

7. **Authority to Execute Amendment; No Conflict.** The Trust represents to Lender that it has full power and authority to execute and deliver this Amendment and to perform its obligations hereunder. Upon the execution and delivery hereof, this Amendment will be valid, binding and enforceable upon the Trust in accordance with its terms. Execution and delivery of this Amendment does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which the Trust is a party or is bound.

8. **Ratification of Liability.** The Trust hereby ratifies and confirms its respective liabilities and obligations under the First Note, the Mortgage and the Construction Note and the liens and security interests created thereby, and acknowledges that it has no defenses, claims or set-offs to the enforcement by Lender of its obligations and liabilities thereunder.

9. **Amendment Binding.** This Amendment shall be binding on the Trust and its successors and permitted assigns, and shall inure to the benefit of Lender and its successors and assigns.

10. **Continued Effectiveness.** Except as expressly provided herein, the Mortgage and the other amended documents shall remain in full force and effect in accordance with their respective terms.

11. **Counterparts.** This Amendment may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Amendment.

LaSalle Bank National Association,  
successor trustee

12. **Trustee Exculpation.** This Amendment is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Amendment shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Amendment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Amendment; provided, however, that the foregoing exculpation of the Trustee shall not impair or otherwise affect any of Lender's rights or remedies against the assets held by the beneficiary of the Trust other collateral now or hereafter pledged to Lender as security for the obligations of the Trust or such beneficiary, or against any other person or entity liable for the obligations of the Trust or the Company or Kenneth J. Genender.

IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

LaSalle Bank National Association,  
successor trustee

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, as Trustee of Trust  
No. 100055-02

By: *David Lovefield*  
Its: ASSISTANT VICE PRESIDENT

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association

By: *A. M. Moh*  
Its: First VP

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Property of Cook County Clerk's Office

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

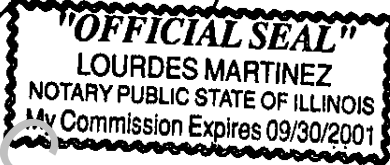
**LOURDES MARTINEZ**

LaSalle Bank National Association,  
successor trustee

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID S. ROSENFELD, the ASSISTANT VICE PRESIDENT OF AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this MAY 05 2000 day of April, 2000.

*LOURDES MARTINEZ*  
NOTARY PUBLIC  
(SEAL)



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Lake ~~COOK~~ )

I, Karen Petersen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Steven Marks, the 1st VP OF LASALLE BANK NATIONAL ASSOCIATION, 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 1st VP 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 of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 9 day of April, 2000.

*Karen Petersen*  
NOTARY PUBLIC  
(SEAL)

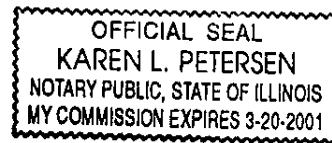


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 54, 55 AND 56 IN PALWAUKEE BUSINESS CENTER UNIT THREE, BEING A SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 11, TOWNSHIP 42, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS OF REAL ESTATE:

44 Century Drive  
Wheeling, Illinois 60090

PERMANENT TAX IDENTIFICATION NUMBER:

03-11-017-0000 (affects Lot 54)  
03-11-018-0000 (affects Lot 55)  
03-11-019-0000 (affects Lot 56)