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7013311-1
*This instrument prepared by and
when recorded return to:*

ROYAL AMERICAN BANK
ATTN: SANDY BELVEDERE
645 TOLLGATE RD., SUITE 100
ELGIN, IL 60123



Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 04/17/2003 12:17 PM Pg: 1 of 4

FIFTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND OF LESSOR'S INTERESTS IN LEASES

THIS FIFTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND OF LESSOR'S INTERESTS IN LEASES (this "Amendment") is made as of March 1, 2003 by and between **TRI-POWDERCOATING, INC.**, an Illinois corporation having its office at 8585 South 77th Avenue, Bridgeview, Illinois ("Mortgagor"), and **ROYAL AMERICAN BANK**, having its principal office at 1604 Colonial Parkway, Inverness, Illinois, its successors and/or assigns ("Mortgagee").

**COOK COUNTY
RECORDER**

RECITALS

ROLLING MEADOWS

WHEREAS, Mortgagor has requested and the Mortgagee has agreed to extend the Mortgage Loan Termination Date, Term Loan B Termination Date and Term Loan D Termination Date from March 1, 2003 to March 1, 2004, subject to the terms and conditions set forth in a certain herein, in exchange for Mortgagor's continued compliance with the terms and conditions of the Loan Agreement and certain other modifications as set forth in a Loan and Security Agreement of March 24, 2000, as amended from time to time, including a certain Seventh Amendment to Loan and Security Agreement and Documents dated the date hereof (the "Seventh Amendment") (collectively, the "Loan Agreement"); and

WHEREAS, as collateral security for the Obligations, Mortgagor executed in favor of Mortgagee a certain Mortgage and Security Agreement dated as of March 24, 2000, as amended by a First Amendment to Mortgage and Security Agreement dated June 23, 2000, a Second Amendment to Mortgage and Security Agreement dated August 1, 2001, a Third Amendment to Mortgage and Security Agreement dated April 1, 2002 and a Fourth Amendment to Mortgage and Security Agreement dated August 1, 2002 (the foregoing collectively referred to as the "Mortgage") and a certain Assignment of Rents and of Lessor's Interest in Leases dated as March 24, 2000, as amended by a First Amendment to Assignment of Rents and of Lessor's Interests in Leases dated June 23, 2000, a Second Amendment to Assignment of Rents and of Lessor's Interests in Leases dated March 24, 2001, 2001, a Third Amendment to Assignment of Rents and of Lessor's Interests in Leases dated April 1, 2002 and a Fourth Amendment to Assignment of Rents and of Lessor's Interests in Leases dated August 1, 2002 (the foregoing collectively referred to as the "Assignment of Rents") all of which have been recorded in Cook County, Illinois with respect to the real property legally described on Exhibit A, each of which has been subsequently amended from time to time.

WHEREAS, as a condition of the Mortgagee entering into the Seventh Amendment, the Mortgagee has required that Mortgagor execute and deliver this Amendment.

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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 and the Assignment of Rents as amended and modified by this Amendment shall continue to be binding and enforceable between Mortgagor and Mortgagee.
- Section 2.** Incorporation of Recitals. The above and foregoing recitals are incorporated into and made a part of this Amendment. All capitalized terms used herein, if not otherwise specifically defined, shall have the meanings and definitions ascribed in the Loan Agreement and the Documents referred to therein.
- Section 3.** Maturity Dates. The Mortgage Loan Termination Date, Term Loan B Termination Date and Term Loan D Termination Date are hereby amended and restated to be March 1, 2004.
- Section 4.** Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Illinois.
- Section 5.** Trustee's Exculpation. This Amendment is executed by the undersigned trust company, not personally but solely as trustee under a trust agreement identified below in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by said trust company and/or trustee are undertaken by it solely as trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly and no personal liability shall be asserted or be enforceable against said trust company, as such trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Amendment.

[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.

MORTGAGOR:

TRI-POWDERCOATING, INC., an Illinois corporation

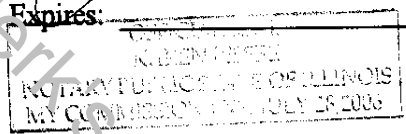
By: Jerome T. Rauter
Print Name: JERRY RAUTER
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that JEROME T RAUTER and _____, personally known to me to be the _____ and _____, 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 1, 2003.

Karen Jones
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