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TODHILL
(ALL)

This Document Prepared By
and After Recording Return To:

Lisa A. Olsen
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603



Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 04/18/2003 10:44 AM Pg: 1 of 9

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

FIRST SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This First Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of March 21, 2003 (this "*Amendment*") is being entered into between TURTLE WAX, INC., an Illinois corporation (hereinafter referred to as "*Mortgagor*"), and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation acting as agent hereunder for the Lenders and other Secured Creditors as defined in the Mortgage hereinafter defined (HTSB acting as such agent and any successors to HTSB acting in such capacity being hereinafter referred to as "*Mortgagee*");

WITNESSETH THAT:

WHEREAS, Mortgagor did heretofore execute and deliver to Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of March 21, 2001, and recorded on May 31, 2001 in the Recorder's Office of Cook County, Illinois as Document No. 0010462160 (the "*Mortgage*"), encumbering the property described on Schedule I attached thereto; and

WHEREAS, Mortgagor, Turtle Wax France S.a.r.l. ("*TWF*"), Turtle Wax B.V. ("*TWN*"), Turtle Wax Limited ("*TWUK*"); Mortgagor, TWF, TWN and TWUK being referred to collectively as the "*Borrowers*") and HTSB, individually and as agent, have entered into a Credit Agreement dated as of March 21, 2001 (such Credit Agreement as the same may be amended, modified or restated from time to time being hereinafter referred to as the "*Credit Agreement*"), pursuant to which the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers; and

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WHEREAS, pursuant to the Credit Agreement, the Mortgage currently secures, among other things, all loans and advances from the Lenders to the Mortgagor evidenced by (i) the Revolving Credit Notes of Mortgagor, TWF and TWN (the "*Revolving Credit Notes*") dated March 21, 2001 payable to the order of the respective Lenders named thereon, (ii) a Swing Line Note (the "*Swing Line Note*") dated March 21, 2001 and payable to the Lender named thereon in the face principal amount of \$5,000,000, (iii) a U.K. Line Note (the "*U.K. Line Note*") dated March 21, 2001 and payable to the Lender named thereon in the face principal amount of £2,500,000 and (iv) the Term Notes (the "*Term Notes*") dated March 21, 2001 aggregating \$30,000,000 and payable to the order of the respective Lenders named thereon; and

WHEREAS, concurrently herewith the Mortgagor and the Lenders are entering into a Second Amendment to Credit Agreement (the "*Second Amendment*") to amend the Credit Agreement to (i) increase the amount of the Revolving Credit available under the Credit Agreement to \$70,000,000, (ii) extend the Termination Date from March 21, 2003 to March 21, 2005 and (iii) otherwise amend the Credit Agreement; and

WHEREAS, pursuant to the Second Amendment, the Revolving Credit, as so increased, shall continue to be evidenced by the Revolving Credit Notes; and

WHEREAS, as a condition precedent to the effectiveness of the Second Amendment, the Lenders require the Mortgagor, and to accommodate that requirement the Mortgagor desires by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of the Mortgagor which are currently subject to the lien of the Mortgage be and constitute collateral security for, among other things, any and all indebtedness, obligations and liabilities of the Mortgagor to the Lenders evidenced by the Revolving Credit Notes; and

WHEREAS, the Mortgage is to continue to secure all the indebtedness now secured thereby;

NOW, THEREFORE, to secure (i) the payment of the principal and premium, if any, of and interest on the Notes as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise) and all advances now or hereafter evidenced thereby, (ii) the payment of the Reimbursement Obligations as and when the same become due and payable, (iii) the payment of all sums due or owing with respect to the Hedging Liability, (iv) the payment of any and all sums payable under or according to the provisions of the Credit Agreement as amended by the Second Amendment and the Applications, (v) the payment of all other indebtedness, obligations and liabilities which the Mortgage secures pursuant to any of its terms and (vi) the observance and performance of all covenants and agreements contained in the Mortgage or in the Notes, the Credit Agreement, the Applications or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clauses (i), (ii), (iii), (iv), (v) and (vi) above being hereinafter collectively referred to as the "*indebtedness hereby secured*"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns, a continuing security interest in, all and singular the properties, rights, interests and

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privileges described in Granting Clauses I, II, III, IV, V, VI, and VII of the Mortgage, each and all of such Granting Clauses being incorporated by reference herein with the same force and effect as though set forth herein in their entirety all of the same being collectively referred to herein as the "*Mortgaged Premises*." The foregoing grant of lien is in addition to and supplemented 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.

The Mortgagor hereby further covenants and agrees with, and represents and warrants to, the Mortgagee as follows:

1. The Mortgagor hereby repeats and reaffirms all covenants and warranties 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.

2. All 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 indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby.

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 as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "indebtedness hereby secured" shall be deemed references to all the indebtedness hereby secured as defined herein; all references in the Mortgage to the "*Revolving Credit*" shall be deemed references to the Revolving Credit as increased pursuant to the terms of the Second Amendment; and all references in the Mortgage to the Credit Agreement shall be deemed references to the Credit Agreement as amended by the Second Amendment and as the same may from time to time be further modified or amended. 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 indebtedness secured by the Mortgage as supplemented hereby.

4. The Mortgagor acknowledges and agrees that the Mortgage as supplemented hereby is and shall remain in full force and effect, and that the Mortgaged Premises are and shall remain subject to the lien and security interest granted and provided for by the Mortgage as supplemented hereby for the benefit and security of all the indebtedness hereby secured, including without limitation all advances from time to time made by the Lenders to the Mortgagor under the Revolving Credit provided for in

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the Credit Agreement as amended by the Second Amendment and as the same may from time to time be further modified or amended. Without limiting the foregoing, the Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of the Mortgagee under the Mortgage, (ii) all obligations of the Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as supplemented 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 acknowledgment and continuation of the rights, remedies, lien and security interest in favor of the Mortgagee, and the obligations of the Mortgagor to the Mortgagee, which exist under the Mortgage as supplemented hereby.

5. This Amendment may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one instrument.

6. No reference to this Amendment 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 amended and supplemented hereby. This instrument shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of laws.

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

TURTLE WAX, INC.

By 

Name: Philip J. Zadeik

Title: Vice President - General Counsel
and Assistant Secretary

Acknowledged and accepted as of the day and year written above.

HARRIS TRUST AND SAVINGS BANK, an Illinois
banking corporation, for itself and as
Agent aforesaid

By _____

Name: _____

Title: _____

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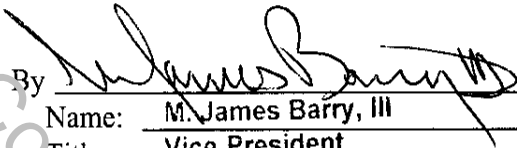
IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.

TURTLE WAX, INC.

By _____
Name: _____
Title: _____

Acknowledged and accepted as of the day and year written above.

HARRIS TRUST AND SAVINGS BANK, an Illinois
banking corporation, for itself and as
Agent aforesaid

By  _____
Name: M. James Barry, III
Title: Vice President

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Robert J. Willson, Jr., a Notary Public in and for said County, in the State aforesaid, do hereby certify that Philip J. Zadeik, the Vice President – General Counsel and Assistant Secretary of Turtle Wax, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President – General Counsel and Assistant Secretary 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 corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21st day of March, 2003.



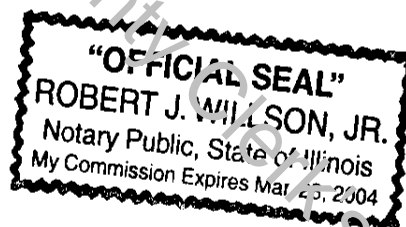
 Notary Public

Robert J. Willson, Jr.
 (TYPE OR PRINT NAME)

(Seal)

My Commission Expires

3-28-04



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

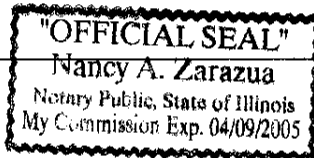
I, Nancy A. Zarazua, a Notary Public in and for said County, in the State aforesaid, do hereby certify that M. James Barry, III, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing 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 Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21st day of March, 2003.

(NOTARIAL SEAL)

Nancy A. Zarazua
Nancy A. Zarazua, Notary Public

My Commission Expires:



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SCHEDULE I

LEGAL DESCRIPTION

Lot 2 in M-R Loews Theater Complex Subdivision, being a Subdivision of part of Lot 4 in 58-62 Venture Subdivision of part of Sections 8 and 9. Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded December 31, 1991 as Document 91693565, in Cook County, Illinois.

Property Address: 5600 New Wilke Rd.
Rolling Meadows, IL.

P.I.N. No. 08-08-403-028-0000

Property of Cook County Clerk's Office