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Eugene "Gene" Moore Fee: \$40.50
Cook County Recorder of Deeds
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THIS DOCUMENT PREPARED BY

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**FIRST AMENDMENT TO CONSTRUCTION MORTGAGE,
SECURITY AGREEMENT, FINANCING STATEMENT AND
ASSIGNMENT OF RENTS AND LEASES**

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THIS FIRST AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES ("First Amendment"), dated as of August 15, 2003, is by **PADDOCK PUBLICATIONS, INC.**, a Delaware corporation having its principal place of business at 155 East Algonquin Road, Arlington Heights, Illinois (the "Mortgagor"), in favor of **BANK ONE, NA**, as successor by merger to American National Bank and Trust Company of Chicago ("Mortgagee"), and amends that certain Construction Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases, dated as of February 14, 2001, executed by the Mortgagor in favor of the Mortgagee and recorded with the Cook County Recorder of Deeds on February 15, 2001 as Document No. 0010126166 (the "Mortgage").

WITNESSETH:

WHEREAS, the Mortgagor owns certain real property located in Cook County, Illinois as described on Exhibit A attached hereto (the "Property");

WHEREAS, the Mortgagor and the Mortgagee have previously entered into that certain Credit Agreement dated as of February 14, 2001 (the "Original Credit Agreement");

WHEREAS, pursuant to the Original Credit Agreement, the Mortgagee has agreed to make "Revolving Loans", "Construction Loans" and "Term Loans" (as such terms are defined in the Original Credit Agreement) to the Mortgagor in the maximum aggregate principal amount of Forty Nine Million Dollars (\$49,000,000) (the Revolving Loans, the Construction Loans and the Term Loans are collectively referred to herein as the "Loans") as evidenced by the Note (as defined in the Original Credit Agreement) (collectively, as the same may from time to time be amended, modified or supplemented, the "Original Notes") from the Mortgagor to the Mortgagee which Notes are due and payable on various dates on or before August 31, 2008;

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WHEREAS, the Original Credit Agreement is being amended simultaneously with the execution and delivery of this First Amendment to, among other things, amend the amount of the "Equipment Term Loan Commitment" and the "Real Estate Term Loan Commitment", pursuant to the provisions of the First Amendment to Credit Agreement, dated as of August 15, 2003 (the Original Credit Agreement, as so amended, is referred to herein as the "Credit Agreement");

WHEREAS, in connection with the foregoing amendment, the Mortgagor has issued in favor of the Mortgagee a replacement Equipment Term Loan Note and a replacement Real Estate Term Loan Note (collectively, together with the Original Notes, as the same may from time to time may be amended, modified, or supplemented, the "Notes"); and

WHEREAS, in connection with the foregoing amendment, the Mortgagor and the Mortgagee desire to amend the Mortgage as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgage is hereby amended to incorporate the recitals set forth in this First Amendment into the Mortgage and as follows:

1. **AMENDMENT.**

1.1 The definition of the "Notes" contained in the Recitals to the Mortgage is hereby deleted and is replaced with the definition of the "Notes" contained in the Recitals to this First Amendment.

1.2 The definition of the "Credit Agreement" contained in the Recitals to the Mortgage is hereby deleted and is replaced with the definition of the "Credit Agreement" contained in the Recitals to this First Amendment.

2. **CONDITIONS PRECEDENT.**

2.1 This First Amendment shall become effective upon receipt by the Mortgagee of:

- (a) A fully executed counterpart of this First Amendment;
- (b) The First Amendment to Credit Agreement and all documents required to be executed or delivered in connection therewith;
- (c) The First Amendment to the Amended and Restated Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases; and
- (d) Amendments to the Title Insurance Policies (as such term is defined in the Credit Agreement).

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3. EXPENSES.

3.1 The Mortgagor shall pay, upon demand, all reasonable attorneys' fees and out-of-pocket costs of the Mortgagee in connection with this First Amendment and the agreements, documents and other items contemplated hereunder.

4. MISCELLANEOUS.

4.1 Limited Nature of Amendments. The parties hereto acknowledge and agree that the terms and provisions of this First Amendment amend, add to and constitute a part of the Mortgage. Except as expressly modified and amended by the terms of this First Amendment, all of the other terms and conditions of the Mortgage and all documents executed in connection therewith or referred to or incorporated therein shall remain in full force and effect and are hereby ratified, reaffirmed, confirmed and approved.

4.2 Conflict. If there is an express conflict between the terms of this First Amendment and the terms of the Mortgage, or any of the other agreements or documents executed in connection therewith or referred to or incorporated therein, the terms of this First Amendment shall govern and control.

4.3 Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original.

4.4 Representations and Warranties. The Mortgagor represents and warrants to the Mortgagee as follows: (A) the Mortgagor has all necessary power and authority to execute and deliver this First Amendment and perform its obligations hereunder; (B) this First Amendment and the Mortgage, as amended hereby, constitute the legal, valid and binding obligations of the Mortgagor and are enforceable against the Mortgagor in accordance with their terms, provided that the enforceability hereof and thereof is subject in each case to general principles of equity and to bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally; and (C) all representations and warranties of the Mortgagor contained in the Mortgage and all other agreements, instruments and other writings relating thereto are true, correct and complete as of the date hereof.

4.5 Governing Law. This First Amendment was executed and delivered in Chicago, Illinois and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Mortgagor has executed and delivered this First Amendment the day and year first above written.

MORTGAGOR:

PADDOCK PUBLICATIONS, INC., a Delaware corporation

By: Douglas K. Ray
Its: PRESIDENT AND CEO

MORTGAGEE:

BANK ONE, NA, as successor by merger to American National Bank and Trust Company of Chicago

By: Doug P. Baron
Its: F.V.P.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CAROLE C. RECONNU, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DOUGLAS K. RAY, the PRESIDENT of Paddock Publications, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25th day of SEPTEMBER, 2003.

Carole C. Reconnu
NOTARY PUBLIC

(SEAL)



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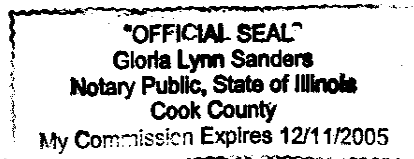
STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Gloria Lynn Sanders a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jorge Barona, the F.V.P of Bank One, NA, as successor by merger to American National Bank and Trust Company of Chicago, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of September, 2003.

Gloria Lynn Sanders
NOTARY PUBLIC

(SEAL)



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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

LOT 32 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 176, BEING A SUBDIVISION IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF WRIGHT BOULEVARD AND THE NORTH LINE OF ALBION AVENUE; THENCE WEST ALONG THE NORTH LINE OF ALBION AVENUE 300 FEET TO THE POINT OF BEGINNING; THENCE NORTH AT RIGHT ANGLES THERETO 350 FEET TO A LINE 590.04 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 33 AFORESAID; THENCE EAST ALONG SAID PARALLEL LINE 320.72 FEET TO THE WEST LINE OF WRIGHT BOULEVARD; THENCE NORTH ALONG SAID WEST LINE OF WRIGHT BOULEVARD FOR A DISTANCE OF 393.23 FEET; THENCE WEST ALONG A LINE 197.50 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 33, AFORESAID FOR A DISTANCE OF 1,435.18 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 18 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 157 BEING A SUBDIVISION IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 33 AFORESAID; THENCE SOUTH ALONG THE EAST LINE OF LOT 18 AND ITS NORTHERLY LINE OF ALBION AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF ALBION AVENUE BEING AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 225 FEET FOR A DISTANCE OF 177.81 FEET TO A POINT OF TANGENCY; THENCE EASTERLY ALONG THE NORTH LINE OF SAID ALBION AVENUE 814.63 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS,

(EXCEPT THEREFROM THAT PART OF THE LAND TAKEN BY CONDEMNATION IN CASE 90L51415 AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 197.50 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 41, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE WESTERLY RIGHT OF WAY LINE OF SAID WRIGHT BOULEVARD; THENCE SOUTH 00 DEGREES 29 MINUTES 04 SECONDS WEST, BEARING BASED ON ILLINOI STATE PLANE COORDINATES EAST ZONE, ALONG SAID WESTERLY RIGHT OF WAY LINE 373.19 FEET; THENCE NORTH 03 DEGREES 04 MINUTES 14 SECONDS WEST 322.53 FEET; THENCE NORTH 51

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DEGREES 42 MINUTES 38 SECONDS WEST 75.92 FEET TO THE SOUTH LINE OF SAID NORTH 197.50 FEET; THENCE NORTH 87 DEGREES 05 MINUTES 35 SECONDS EAST ALONG SAID SOUTH LINE 80.12 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

P.I.N.'S: 07-33-300-008 (AFFECTS PART OF PARCEL 2 AND OTHER PROPERTY)
 07-33-301-026 (AFFECTS PART OF PARCEL 2 AND OTHER PROPERTY)
 07-33-301-028 (AFFECTS PARCEL 1)

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Debtor: PADDOCK PUBLICATIONS, INC.
Cris: Recorder of Deeds, Cook County, IL