



Doc#: 0416842014  
Eugene "Gene" Moore Fee: \$40.00  
Cook County Recorder of Deeds  
Date: 08/16/2004 08:09 AM Pg: 1 of 9

This Document Prepared By  
and After Recording Return To:

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Chapman and Cutler LLP  
111 West Monroe Street  
Chicago, Illinois 60603

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**SECOND SUPPLEMENT TO MORTGAGE AND  
SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS**

This Second Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of May 27, 2004 (the "Supplement") is being entered into between Lewis Spring and Mfg. Company, an Illinois corporation (the "Mortgagor") and Harris Trust and Savings Bank, an Illinois banking corporation (the "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 October 7, 1996, and recorded in the Recorder's Office of Cook County, Illinois on October 15, 1996, as Document No. 96-786117, as supplemented by that certain First Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of October 14, 2003, and recorded in the Recorder's Office of Cook County, Illinois on October 18, 2003, as Document No. 0332244059 (collectively, the "Mortgage"), encumbering the property described on Schedule I attached hereto, in order to secure certain indebtedness, now or from time to time owing by Mortgagor to Mortgagee; and

WHEREAS, Mortgagee heretofore issued its irrevocable transferable letter of credit in the original stated amount of \$3,281,165 for the account of Mortgagor (such letter of credit, as amended, and any and all letters of credit issued in renewal thereof or in substitution or replacement therefor, being hereinafter referred to as the "Letter of Credit") pursuant to that certain Reimbursement Agreement dated as of August 1, 1996 (the "Reimbursement Agreement"), between Mortgagor and Mortgagee, which Letter of Credit has been issued to secure \$3,250,000 aggregate principal amount of the Village of Niles, Cook County, Illinois,

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Variable Rate Demand Industrial Development Revenue Bonds (Lewis Spring and Mfg. Company Project) which Bonds mature on August 1, 2026; and

WHEREAS, the stated expiration date of the Letter of Credit currently is July 15, 2005, and may be extended to August 15, 2026; and

WHEREAS, under the terms of the Reimbursement Agreement, the Mortgagor is justly and truly obligated to reimburse Mortgagee for any drawings made under the Letter of Credit and to pay to Mortgagee all other indebtedness, obligations and liabilities of the Mortgagor to Mortgagee under the Reimbursement Agreement or under any other Related Document (as defined in the Reimbursement Agreement), together with interest thereon at the rates set forth in the Reimbursement Agreement (hereinafter referred to collectively as the "*Reimbursement Obligations*"); and

WHEREAS, the Mortgage currently secures, among other things, (i) that certain Revolving Note of the Mortgagor (the "*Revolving Note*"), payable to the order of Mortgagee in the principal amount of \$830,000, subject to the provisions of, and bearing interest as provided in, that certain Amended and Restated Credit Agreement dated as of April 26, 1996, between Mortgagor and Mortgagee (said Amended and Restated Credit Agreement, as the same has been and may be further amended, modified or restated from time to time, being herein referred to as the "*Credit Agreement*"), (ii) that certain Term Note of Mortgagor (the "*Term Note*", the Revolving Note and Term Note, collectively the "*Existing Notes*") payable to the order of the Mortgagee in the original principal amount of \$275,000, and (iii) the Reimbursement Obligations referred to above; and

WHEREAS, the Mortgagor has entered into a Tenth Amendment to Amended and Restated Credit Agreement with Mortgagee dated as of May 27, 2004 (the "*Tenth Amendment*") whereby Mortgagee has agreed, subject to certain terms and conditions, to (i) make available to Mortgagor a revolving credit (the "*Revolving Credit*") in the principal amount not to exceed \$1,000,000 at any one time outstanding during the period ending on November 30, 2004 (the "*Termination Date*"), which Revolving Credit is made available to the Mortgagor in the form of loans, and (ii) to extend the final maturity of the restructured \$275,000 term loan extended by the Mortgagee to the Mortgagor (the "*Term Loan*"), to the Termination Date; and

WHEREAS, (i) loans from time to time made under the Revolving Credit are evidenced by a promissory note (the "*Revolving Note*") payable to the order of Mortgagee in the principal amount of \$1,000,000, whereby Mortgagor promises to pay loans evidenced thereby on the Termination Date with interest as set forth in the Credit Agreement, and (ii) the Term Loan is evidenced by a promissory note (the "*Term Note*") payable to the order of Mortgagee in the original principal amount of \$275,000, whereby Mortgagor promises to pay the Term Loan, with interest as set forth in the Credit Agreement, in installments as therein provided for no later than the Termination Date, the final maturity thereof (the Revolving Note and Term Note and all promissory notes issued in substitution or replacement therefor or an extension or renewal thereof, in each case as the same may be amended or modified from time to time, being hereinafter referred to collectively as the "*Notes*" and individually as a "*Note*"); and

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WHEREAS, as a condition precedent to entering into the Tenth Amendment and the making of certain other financial accommodations to Mortgagor, Mortgagee requires Mortgagor, and to accommodate that requirement Mortgagor desires by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of Mortgagor which are currently subject to the lien of the Mortgage be and constitute collateral security for the Notes and Mortgagor's other indebtedness, obligations and liabilities under or related to the Credit Agreement, as well as the Reimbursement Obligations and the other indebtedness currently secured by the Mortgage; and

WHEREAS, the Mortgage is to continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for and in consideration of the execution and delivery by Mortgagee of the Tenth Amendment, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage shall be and hereby is supplemented and amended as follows, to wit:

NOW, THEREFORE, to secure (i) the payment of all principal and interest and premium on the Notes as and when the same become due and payable (whether by lapse of time, acceleration or otherwise) and all advances now or hereafter evidenced hereby (including, without limitation, interest which but for the filing of a petition in bankruptcy with respect to the Mortgagor would accrue on the Notes), (ii) the payment of the Reimbursement Obligations 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, (iii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, (iv) the payment of all fees and charges payable by the Mortgagor under the Reimbursement Agreement and the Credit Agreement, (v) the observance and performance of all covenants and agreements contained herein, in the Reimbursement Agreement, in the Credit Agreement and in any other instrument or document at any time evidencing, securing or otherwise relating to any of the foregoing indebtedness, obligations or liabilities or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clause (i), (ii), (iii), (iv) and (v) 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 privileges described in Granting Clauses I, II, III, IV, V and VI of the Mortgage, each and all of such Granting Clauses being hereby incorporated by reference herein with the same force and effect as though set forth herein in their entirety. The foregoing grant of a lien is in addition to and supplemental 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.

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In order to induce Mortgagee to enter into the Tenth Amendment, and to accept this Supplement, Mortgagor hereby further covenants and agrees with, and represents and warrants to, Mortgagee as follows:

1. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct and that, after giving effect to the Tenth Amendment, no Event of Default (as such term is defined in the Mortgage), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, exists or shall result after giving effect to this Supplement. Mortgagor hereby repeats and reaffirms all covenants and agreements 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 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 in the Mortgage 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, obligations and liabilities secured by the Mortgage as supplemented hereby, all references in the Mortgage to the term "*Notes*" shall be deemed a reference to the Notes as defined herein, and all references in the Mortgage to the term "*Termination Date*" shall be deemed a reference to the Termination Date as defined herein.
3. 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, obligations and liabilities secured by the Mortgage as supplemented hereby.
4. 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 for the benefit and security of all the indebtedness hereby secured, including without limitation the loans made and to be made by Mortgagee to Mortgagor under the amended Revolving Credit; it being the expressed intent of the parties that the indebtedness heretofore described is not discharged but merely increased pursuant to the terms hereof. Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended 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

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favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the Mortgage as supplemented hereby.

5. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

6. No reference to this Supplement 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 supplemented hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

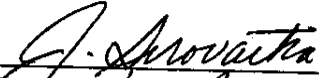
7. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of Mortgagor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

[SIGNATURE PAGE TO FOLLOW]

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

LEWIS SPRING AND MFG. COMPANY

By   
Name JOE SIROVATKA  
Title PRESIDENT

Accepted and agreed to by Mortgagee as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK

By   
Name Barry Stratton  
Title Senior vice president

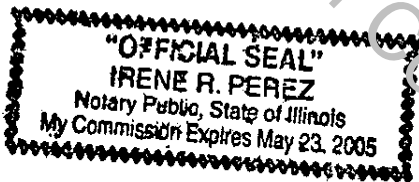
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Irene R. Perez, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOSEPH SIBIATKA of Lewis Spring and Mfg. Company, an Illinois corporation, 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 her/his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28 day of May, 2004.



Irene R. Perez  
Notary Public

IRENE R. PEREZ  
(Type OR PRINT NAME)

(SEAL)

My Commission Expires: May 23, 2005

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## SCHEDULE I

### LEGAL DESCRIPTION

THE SOUTH 200.0 FEET (AS MEASURED PERPENDICULARLY TO THE SOUTH LINE THEREOF) OF THE EAST 20 ACRES OF THE NORTH 30 ACRES OF THE EAST 1/2 OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 316.0 FEET AND THE WEST 125.0 FEET (BOTH AS MEASURED PERPENDICULARLY TO THE RESPECTIVE EAST LINE AND EAST LINE) OF SAID 20 ACRES IN COOK COUNTY, ILLINOIS.

P.I.N. 10-30-401-015-0000

Property Address: 7500 N. Natchez Avenue  
Niles, Illinois

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