

UNOFFICIAL COPY

For Recorder's Use Only



Doc#: 0505927025
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 02/28/2005 10:52 AM Pg: 1 of 6

FOURTH AMENDMENT OF REVOLVING CREDIT MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS FOURTH AMENDMENT OF REVOLVING CREDIT MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING ("Amendment") is made as of March 31, 2004, by and among RACO STEEL COMPANY, an Illinois corporation ("Mortgagor") and LASALLE BANK NATIONAL ASSOCIATION ("Mortgagee").

RECITALS:

A. Mortgagor and Mortgagee entered into that certain Revolving Credit Mortgage, Assignment of Leases and Rents and Fixture Filing dated as of December 28, 1993 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on December 29, 1993 (as amended, the "Mortgage"), as Document No. 03073406 creating a first mortgage lien on certain improved real estate located in Chicago, Illinois, and legally described in **Exhibit A** hereto.

B. The Mortgage was given by Mortgagor to secured the performance of all of Mortgagor's obligations pursuant to that certain Credit Agreement by and between Mortgagor and Mortgagee dated as of May 1, 1991, as amended and as further amended and restated pursuant to that certain Amended and Restated Credit Agreement dated as of December 29, 2000, and again pursuant to that certain Second Amended and Restated Credit Agreement dated as of August 1, 2001 (as the same may have been or further amended, restated, supplemented, or otherwise modified and from time to time in effect, the "Credit Agreement").

C. The Mortgage was amended by (i) that certain Amendment of Revolving Credit Mortgage, Assignment of Leases and Rents and Fixture Filing dated as of October 20, 1998, by and among Mortgagor and Mortgagee, and recorded in the Recorder's Office on October 30, 1998, as Document No. 98982229 (the "First Amendment"), (ii) that certain Second Amendment of Revolving Credit Mortgage, Assignment of Leases and Rents and Fixture Filing dated as of

238174.2 040934-12298

First American Title
Order # _____

CC 201316 L.L.
DEC

10F 1

6

UNOFFICIAL COPY

December 29, 2000, by and among Mortgagor and Mortgagee, and recorded in the Recorder's Office on February 9, 2001, as Document No. 0010110475 (the "Second Amendment"), and (iii) that certain Third Amendment of Revolving Credit Mortgage, Assignment of Leases and Rents and Fixture Filing dated as of August 1, 2001, by and among Mortgagor and Mortgagee, and recorded in the Recorder's Office on August 30, 2001, as Document No. 0010807386 (the "Third Amendment").

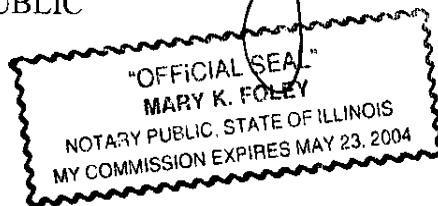
D. Mortgagor has requested that Mortgagee amended the Credit Agreement and Mortgagee is willing to do so, but one of the conditions precedent is the execution and delivery of this Amendment by Mortgagor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Mortgagor hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made a part hereof.
2. **Maximum Indebtedness; Secured Obligations.** Notwithstanding anything contained in the Mortgage, as amended, to the contrary, in no event shall the indebtedness secured by the Mortgage exceed an amount equal to \$20,000,000.00. The Mortgage as amended shall secure (i) the payment of the Revolving Loans (as defined in the Credit Agreement), the Term Loans (as defined in the Credit Agreement), all Hedging Obligations (as defined in the Credit Agreement) and all interest, late charges and other indebtedness evidenced by or owing under the Credit Agreement (as amended, restated, modified or supplemented from time to time and in effect) or any of the other Loan Documents (as defined in the Credit Agreement) and by any extensions, modifications, renewals or refinancings thereof; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor; and (iii) the reimbursement of Mortgagee for any and all sums expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by the Mortgage as amended or any of the other Loan Documents (as defined in the Credit Agreement), with interest thereon as provided herein or therein.
3. **References.** All references to the Credit Agreement (including any references to definitions) contained in the Mortgage, as amended shall be deemed to refer to the Credit Agreement as such term is defined in the Recitals hereof. All references to the Mortgage contained in any of the Ancillary Agreements shall be deemed to refer to the Mortgage as amended by this Amendment.
4. **Amendment Binding.** This Amendment shall be binding on Mortgagor and its successors and permitted assigns, and shall inure to the benefit of Mortgagee and its successors and assigns.

UNOFFICIAL COPY

Mary K. Foley
NOTARY PUBLIC



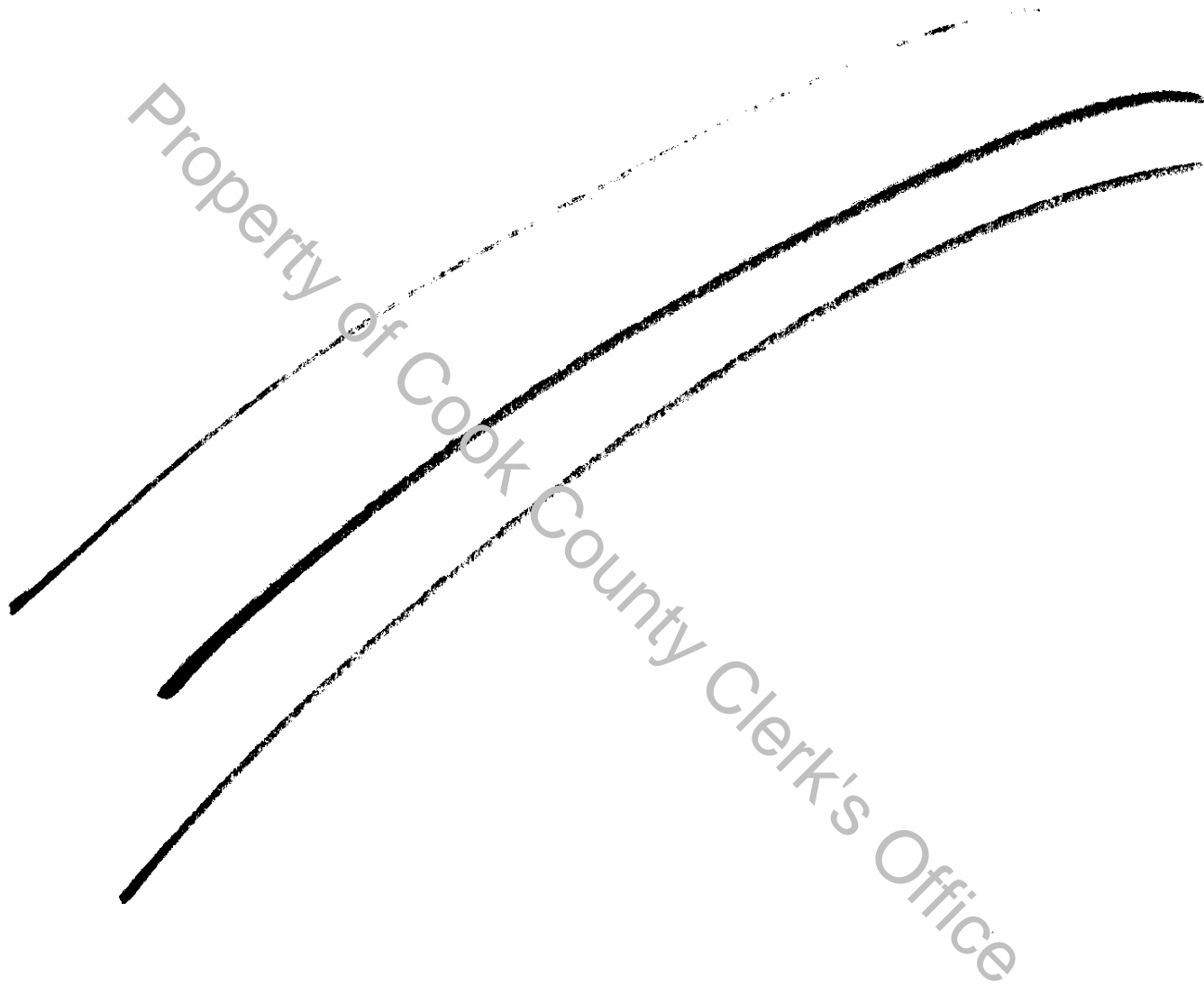
Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

EXHIBIT A

PARCEL 2:

THE WEST 295.96 FEET OF THE EAST 591.92 FEET OF THE NORTH 1/3 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THERE FROM THE SOUTH 33 FEET DEDICATED FOR ROADWAY PURPOSES), IN COOK COUNTY, ILLINOIS.

P.I.N. 29-19-308-001

PARCEL 3:

THE EAST 295.96 FEET (EXCEPT THE SOUTH 33 FEET THEREOF) OF THE NORTH 1/3 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 19 TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 29-19-308-002

PARCEL 2 and 3 Common Address: 2100 West 163rd Place, Markham, Cook County, Illinois