



Doc#: 0615739005 Fee: \$40.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/06/2006 12:08 PM Pg: 1 of 9

FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF
LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "Amendment") is made and executed as of March 31, 2006 by and between Belmor Products, Inc., a Delaware corporation ("Mortgagor"), and General Electric Capital Corporation, a Delaware Corporation, in its capacity as agent (in such capacity, the "Mortgagee") for the lenders under the Credit Agreement referenced in the Mortgage described below.

RECITALS

WHEREAS, Mortgagor made that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of February 28, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Mortgage") to Mortgagee (which Mortgage was recorded in the office of the Cook County Recorder on March 11, 2003 as Document No. 0030332112) relating to real estate legally described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, pursuant to that certain Fourth Amendment to Credit Agreement dated as of the date hereof among Mortgagor, the other entities party thereto as "Borrowers", the entities party thereto as "Credit Parties", Mortgagee and the lenders (the "Lenders") party to the Credit Agreement, certain of the Lenders have made available to Mortgagor, on the date hereof, a \$10,000,000 term loan under the Credit Agreement, which term loan is referred to as the "Term Loan B" thereunder and is secured by all collateral otherwise securing the indebtedness under said Credit Agreement; and

WHEREAS, the parties hereto desire to execute this Amendment for the purpose of amending the Mortgage in certain respects to reflect the making of the aforementioned Term Loan B on the date hereof.

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

UNOFFICIAL COPY

1. **Definitions.** All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Mortgage.

2. **Amendment of Mortgage.** Recital A of the Mortgage shall be amended in its entirety and as so amended shall read as follows:

A. Lenders have agreed, subject to the terms and conditions of that certain Credit Agreement dated February 28, 2003, by and among Lund International Holdings, Inc., a Delaware corporation, Mortgagor, Autotron Accessories, Inc., a Delaware corporation (“**Autotron**”), Lund International, Inc., a Delaware corporation (“**Lund**”), Deflecta-Shield Accessories, Inc., a Delaware corporation (“**Deflecta-Shield**”; Mortgagor, Autotron, Lund and Deflecta-Shield are referred to herein collectively as the “**Borrowers**”), Mortgagee, BNP Paribas, as Co-Agent, and the Lenders (as the same may be amended, modified, supplemented or restated from time to time, the “**Credit Agreement**”), to make a revolving loan (the “**Revolving Loan**”), a term loan (the “**Term Loan**”) and, pursuant to the Fourth Amendment (as defined in the Credit Agreement), a term loan B (the “**Term Loan B**”) (the Revolving Loan, Term Loan and Term Loan B are collectively referred to as the “**Loans**”) to Borrowers. The Loans are evidenced by one or more Revolving Notes dated February 28, 2003 or thereafter in the original aggregate principal amount of \$25,000,000 made by Borrowers (which note(s), together with all notes issued in substitution or exchange therefor and all amendments thereto and restatements thereof, are hereinafter referred to as the “**Revolving Note**”), one or more Term Notes dated February 28, 2003 or thereafter in the original aggregate principal amount of \$50,000,000 made by Borrowers (which note(s), together with all notes issued in substitution or exchange therefor and all amendments thereto and restatements thereof, are hereinafter referred to as the “**Term Note**”), and one or more Term Loan B Notes dated the date of the Fourth Amendment or thereafter in the original aggregate principal amount of \$10,000,000 made by Borrowers (which note(s), together with all notes issued in substitution or exchange therefor and all amendments thereto and restatements thereof, are hereinafter referred to as the “**Term Loan B Note**”) (the Revolving Note, Term Note and Term Loan B Note, together with all notes issued in substitution or exchange therefor and all amendments thereto, are referred to as the “**Notes**”). The Notes provide for certain payments as set forth therein and in the Credit Agreement with the balances thereof due and payable on December 31, 2007. Capitalized terms used but not defined herein shall have the same meanings herein as such terms have in the Credit Agreement.

3. **Severability.** Whenever possible, each provision of this Amendment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Amendment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment. In addition, in the event any provision of or obligation under this Amendment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

UNOFFICIAL COPY

4. **Section Titles.** Section and Subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

5. **Successors and Assigns.** This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Applicable Law.** This Amendment shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York without regard to conflicts of law principles, provided, however, that to the extent the mandatory provisions of the laws of another jurisdiction relating to (i) the perfection or the effect of perfection or non-perfection of the security interests in any of the Property, (ii) the lien, encumbrance or other interest in the Property granted or conveyed by this Amendment, or (iii) the availability of and procedures relating to any remedy hereunder or related to this Amendment are required to be governed by such other jurisdiction's laws, such other laws shall be deemed to govern and control.

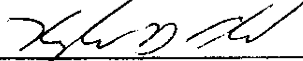
7. **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

[remainder of page intentionally left blank; signature page follows]

UNOFFICIAL COPY

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

BELMOR PRODUCTS, INC.,
a Delaware corporation

By: 
Name: REGINALD D. FIELDS
Title: CHIEF ACCOUNTING OFFICER

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

BELMOR PRODUCTS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION

By: *Matthew D. Liepert*
Name: Matthew D. Liepert
Title: Duly Authorized Signatory

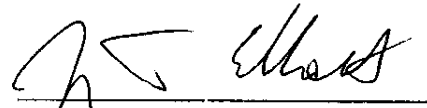


CT Chicago
208 S. LaSalle Street Suite 814
Chicago, IL 60604

UNOFFICIAL COPY

STATE OF ~~NEW YORK~~ ^{GEORGIA})
COUNTY OF Swinnett ^{SS.}

On the 31st day of March, in the year 2006, before me, the undersigned, personally appeared REGINALD FIELDS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument



Notary Public

My commission expires: Apr. 19, 2006

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A**

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PORTION OF BLOCKS 8, 9 AND 10 OF A. GALE'S SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO

ALL THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO ALL VACATED ALLEYS WITHIN SAID BLOCKS, ALSO THAT PART OF VACATED NATCHEZ AVENUE AND VACATED NAGLE AVENUE LYING NORTH OF THE SOUTH LINE OF SAID BLOCKS EXTENDED EAST AND WEST AND THAT PART OF VACATED ARMITAGE AVENUE LYING EAST OF THE WEST LINE OF SAID BLOCK 10 EXTENDED NORTH LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 800.10 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 10 EXTENDED; THENCE ON AN ARC CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 769.02 FEET, A DISTANCE OF 372.50 FEET, THE TANGENT TO SAID ARC AT ITS POINT OF BEGINNING MAKES AN ANGLE WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF 86 DEGREES 13 MINUTES IN THE SOUTHEAST QUADRANT; THENCE CONTINUING ON AN ARC CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 1,332.57 FEET, A DISTANCE OF 207.90 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TANGENT TO LAST SAID ARC A DISTANCE OF 83 FEET; THENCE ON AN ARC CONVEX TO THE SOUTH AND HAVING A RADIUS OF 1,960.88 FEET A DISTANCE OF 564.70 FEET; THENCE ON A STRAIGHT LINE TANGENT TO LAST SAID ARC TO A POINT ON THE EAST LINE OF SAID BLOCK 8, 419.70 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 8 (EXCEPTING THEREFROM THAT PART THEREOF WHICH LIES WEST OF A LINE WHICH IS 388 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF NASHVILLE AVENUE AND EXCEPT THAT PART THEREOF WHICH LIES EAST OF A LINE WHICH IS 575 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE), IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT CREATED BY RESERVATIONS IN DEED TO BECKLEY-CARDY COMPANY DATED JULY 27, 1953 AND RECORDED JULY 29, 1953 AS DOCUMENT 15681649, AND IN DEED TO UNITED STATES PLYWOOD CORPORATION DATED JULY 29, 1953 AND RECORDED JULY 30, 1953 AS DOCUMENT 15682683, FOR THE BENEFIT OF THE OWNER, OR OWNERS, MORTGAGEES AND OCCUPANTS, FROM TIME TO TIME, OF SAID PARCEL 1, OVER THE REAL ESTATE DESCRIBED AS EASEMENT NOS. 1 AND 3 ON PLAT OF SURVEY MADE BY EMMET KENNEDY DATED JULY 27, 1953 AND RECORDED JULY 29, 1953 AS DOCUMENT 15681648, WHICH PLAT IS HEREINAFTER REFERRED TO AS 'JULY PLAT' FOR A PRIVATE ROADWAY FOR VEHICULAR TRAFFIC FOR INGRESS AND EGRESS FROM SAID PARCEL 1 TO NORTH NARRAGANSETT AVENUE,

(SEE ATTACHED)

UNOFFICIAL COPY

IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 3:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT CREATED BY RESERVATIONS IN AFORESAID DEED TO BECKLEY-CARDY COMPANY RECORDED AS DOCUMENT 15681649 AND IN AFORESAID DEED TO UNITED STATES PLYWOOD CORPORATION RECORDED AS DOCUMENT 15682683 AND IN DEED TO WESTINGHOUSE ELECTRIC SUPPLY COMPANY DATED SEPTEMBER 14, 1953 AND RECORDED SEPTEMBER 15, 1953 AS DOCUMENT 15719580, FOR THE BENEFIT OF THE OWNERS, OR OWNER, MORTGAGEES AND OCCUPANTS, FROM TIME TO TIME, OF SAID PARCEL 1, FOR RAILROAD SWITCH TRACT PURPOSES OVER THE REAL ESTATE DESCRIBED AS EASEMENTS NOS. 2 AND 4 ON SAID 'JULY PLAT' AND AS EASEMENT NO. 10 ON PLAT OF SURVEY MADE BY EMMET KENNEDY DATED AUGUST 25, 1953 AND RECORDED SEPTEMBER 15, 1953 AS DOCUMENT 15719579, HEREINAFTER REFERRED TO AS 'AUGUST PLAT' FOR THE SWITCHING OF RAILROAD CARS ON RAILROAD TRACK CONSTRUCTED ON THE REAL ESTATE DESCRIBED AS EASEMENTS NOS. 2, 4 AND 7 ON THE AFORESAID 'JULY PLAT' AND AS EASEMENT NO. 10 ON AFORESAID 'AUGUST PLAT', IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 4:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT, CREATED BY RESERVATION IN DEED TO WESTINGHOUSE ELECTRIC SUPPLY COMPANY AND RECORDED AS DOCUMENT 15719580, FOR THE BENEFIT OF THE OWNERS, OR OWNER, MORTGAGEES AND OCCUPANTS, FROM TIME TO TIME, OF SAID PARCEL 1, FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND USE OF A RAILROAD SPUR TRACK AND SWITCH ON AND OVER THE REAL ESTATE RAILROAD SPUR TRACT AND SWITCH ON AND OVER THE REAL ESTATE DESCRIBED AS EASEMENT NO. 10 ON AFORESAID 'AUGUST PLAT', IN COOK COUNTY, ILLINOIS.

Common Address: 6460 West Cortland Street
6512 West Armtage Avenue

P.I.N.: 13-425-004-0000
13-205-004-0000

30332112