

# UNOFFICIAL COPY

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: COOK COUNTY RECORDER

Property of Cook County Clerk's Office

## AMENDMENT TO LEASEHOLD MORTGAGE

THIS AMENDMENT TO LEASEHOLD MORTGAGE, dated as of November 15, 1999, is between THE STEEL COMPANY, as mortgagor (the "Mortgagor"), and AMERICAN NATIONAL BANK AND TRUST COMPANY ("ANB" or "Mortgagee"), successor in interest to BANK ONE, WISCONSIN ("Bank One").

## RECITALS

A. Bank One entered into a Loan and Security Agreement dated as of December 24, 1996, as amended by First Amendment to Loan and Security Agreement dated November 26, 1997, Second Amendment to Loan and Security Agreement dated April 14, 1998, Third Amendment to Loan and Security Agreement dated July 8, 1998, Fourth Amendment to Loan and Security Agreement dated November 6, 1998 and Fifth Amendment to Loan and Security Agreement dated July 19, 1999 (the "Loan Agreement").

B. Mortgagor executed and delivered to Mortgagee a leasehold mortgage dated December 24, 1996 with respect to the real estate described on Exhibit A; such Mortgage was recorded on December 30, 1996 in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 96979774 and amended by Amendment to Leasehold Mortgage dated November 6, 1999 and recorded on December 1, 1998 in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 8081539 (the "Mortgage").

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C. Bank One assigned the Loan Agreement and all Loan Documents (as defined in the Amended Loan Agreement) evidencing, securing or relating to the Obligations created by the Loan Agreement, including the Mortgage, to ANB pursuant a Purchase and Assumption Agreement dated May 17, 1999.

D. ANB holds the security interests, liens and other rights and remedies originally granted to Bank One under the Loan Agreement and the Loan Documents for itself and as agent for the affiliates of ANB.

E. ANB and Mortgagor desire to enter into a Sixth Amendment to Loan and Security Agreement and this amendment to set forth certain matters relating to the foregoing and certain other amendments to the Mortgage.

AGREEMENTS

In consideration of Mortgagee's agreement to amend the Loan Agreement, Mortgagor agrees as follows:

1. The Mortgage, as amended hereby, shall secure payment and performance by Mortgagor of its obligations under the Loan Agreement as amended and as it may be further amended from time to time (the "Amended Loan Agreement"), and including payment of all Obligations described in the Amended Loan Agreement and all Notes (as defined in the Amended Loan Agreement). All Notes (as used in the Amended Loan Agreement) shall be included within the term "Notes" as used in the Mortgage. References to the Loan Agreement in the Mortgage shall be deemed to refer to the Amended Loan Agreement. All amounts loaned under the Amended Loan Agreement shall be included in the term "Loan" as used in the Mortgage. As used in the Mortgage, "Mortgagee" means American National Bank and Trust Company of Chicago for itself and as agent for Bank One, Wisconsin and all other direct and indirect subsidiaries of Bank One Corporation.

2. The property and rights encumbered by the Mortgage are Collateral (as defined in the Loan Agreement) and such property and rights and the Mortgage as amended hereby shall secure all of the Obligations (as defined in the Loan Agreement), including but not limited to the Obligations described in Section 3 of the Loan Agreement.

3. Paragraph 1(a) of the Mortgage is hereby amended to delete "Twelve Million Six Hundred Two Thousand Eight Hundred Sixty-Six and 28/100 Dollars (\$12,602,866.28)" and replace it with "Fifteen Million Ninety-One Thousand Six Hundred Sixty-Six and 70/100 (\$15,091,666.70)."





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EXHIBIT A

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## Legal Description

That part of Fractional Sections 25 and 26 and that part of Lake Calumet, all in Township 37 North, Range 14, East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the North line of said Section 25 with a line 1750.00 feet West of and parallel with the North and South center line of said Section 25; thence South 0 degrees 00 minutes 48 seconds West 1457.177 feet along said parallel line; thence North 89 degrees 59 minutes 12 seconds West 353.00 feet to the place of beginning of the herein described property; thence South 0 degrees 00 minutes 48 seconds West 216.823 feet; thence North 89 degrees 59 minutes 12 seconds West 20.00 feet; thence South 0 degrees 00 minutes 48 seconds West 200.00 feet; thence South 89 degrees 59 minutes 12 seconds East 20.00 feet; thence South 30 degrees 34 minutes 23 seconds East 204.778 feet; thence Southwesterly 85.864 feet along the arc of a circle of 258.276 feet radius, convex to the Southeast and whose chord bears South 64 degrees 23 minutes 50 seconds West to a point of compound curvature; thence Westerly 124.981 feet along the arc of a circle of 438.036 feet radius and whose chord bears South 82 degrees 05 minutes 42 seconds West, to a point of compound curvature; thence Northwesterly 118.686 feet along the arc of a circle of 424.955 feet radius and whose chord bears North 81 degrees 43 minutes 48 seconds West to a point of tangency; thence North 73 degrees 43 minutes 44 seconds West 100.81 feet to a point of curvature; thence Northwesterly 142.187 feet along the arc of a circle of 501.095 feet radius convex to the Northeast and whose chord bears North 81 degrees 51 minutes 28 seconds West, to a point of tangency; thence North 89 degrees 59 minutes 12 seconds West 120.62 feet; thence North 0 degrees 00 minutes 48 seconds East 50.00 feet; thence North 89 degrees 59 minutes 12 seconds West 100.00 feet to a point on a line 2774.00 feet West of and parallel with aforesaid North and South center line; thence North 0 degrees 00 minutes 48 seconds East 508.017 feet along said parallel line; thence South 88 degrees 43 minutes 56 seconds East 488.529 feet to a point of curvature; thence Easterly 187.20 feet along the arc of a circle of 447.452 feet radius, convex to the South and whose chord bears North 77 degrees 16 minutes 46 seconds East to the place of beginning, all in Cook County, Illinois.

Name of Record Owner: Chicago Regional Port Authority

Street Address: 12500 South Stony Island Avenue  
Chicago, Illinois 60633

P.I.N.: 25.26-600-001-8018