

UNOFFICIAL COPY



1113018038

Doc#: 1113018038 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/10/2011 12:31 PM Pg: 1 of 4

PREPARED BY AND WHEN RECORDED MAIL TO:

Pamela J. Sandborg, Esq.
Levenfeld Pearlstein, LLC
400 Skokie Boulevard, Suite 700
Northbrook, Illinois 60062

AMENDMENT NO. 2 TO MORTGAGE AND SECURITY AGREEMENT - METCO TREATING AND DEVELOPMENT COMPANY

Amendment No. 2 to Mortgage and Security Agreement dated as of March 21, 2011, made by **METCO TREATING AND DEVELOPMENT COMPANY** ("Mortgagor") in favor of **THE NORTHERN TRUST COMPANY** (hereinafter referred to as "Mortgagee"). This Amendment pertains to the real estate described on Exhibit "A" attached hereto and made a part hereof.

P R E A M B L E:

Mortgagor gave to Mortgagee that certain Mortgage and Security Agreement dated March 29, 2006, which was recorded on March 29, 2006 in the Office of the Cook County, Illinois Recorder of Deeds as Document No. 06008827142, as amended from time to time (collectively, the "Mortgage"). Mortgagor and Able Electropolishing, Inc. (Mortgagor and Able Electropolishing, Inc. are individually a "Borrower" and collectively the "Borrowers") have requested Mortgagee to modify Mortgagee's existing financing of Borrowers. Mortgagee has agreed to do so, so long as, among other things, Mortgagor executes and delivers to Mortgagee this Amendment

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. Section 1.01 to the Mortgage is amended to read as follows:

"1.01 Notes. Pursuant to that certain Loan and Security Agreement dated as of March 29, 2006, as amended from time to time, including, without limitation, as of the date of Amendment No. 2 to this Mortgage, entered into by and among Mortgagee, Able Electropolishing, Inc. ("Able"), and Mortgagor (said Loan and Security Agreement, as may be amended or restated from time to time, shall be hereinafter referred to as the "Loan Agreement"), (A) that certain Amended and Restated Revolving Note (said Revolving Note, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Revolving Note") in the maximum principal amount of \$750,000.00 payable, along with interest, and maturing as specified in the Revolving Note, (B) that certain Term Note 4 (said Term Note 4, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Term Note 4") in the principal amount of \$900,000.00 payable, along with interest, and maturing as specified in the Term Note 4, (C)

UNOFFICIAL COPY

that certain Term Note 5 (said Term Note 5, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Term Note 5") in the principal amount of \$400,000.00 payable, along with interest, and maturing as specified in the Term Note 5, and (D) that certain Term Note 6 (said Term Note 6, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Term Note 6") (the Revolving Note, the Term Note 4, the Term Note 5 and the Term Note 6 are sometimes hereinafter individually referred to as a "Note" and collectively as the "Notes") in the principal amount of \$300,000.00 payable, along with interest, and maturing as specified in the Term Note 6, each have been or are being contemporaneously executed and delivered by Mortgagor and Able to Mortgagee. The Revolving Note contemplates a variable rate of interest."

2. All references to the "Mortgage" in the Mortgage shall mean the "Mortgage" as amended by this Amendment and as may be further amended and/or restated from time to time.

3. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

METCO TREATING AND DEVELOPMENT
COMPANY

By:  _____

Title: PRESIDENT

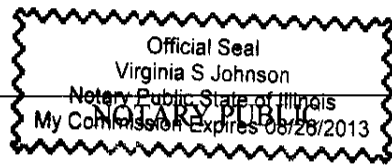
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, VIRGINIA JOHNSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ~~JOHN GLASS~~ PRESIDENT of Metco Treating and Development Company, personally is known to me to be the same person whose name is subscribed to the foregoing instrument as such PRESIDENT, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such person's own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 07 day of APRIL, 2011.



My Commission Expires: 08/21/2013

[SEAL]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A – LEGAL DESCRIPTION

The North 260.87 feet of that part of Lot 6 in L.C. Paine Freer Receiver's Subdivision of the East ½ of the Southwest ¼ of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, lying Northwesterly of a tract of land conveyed to the Metropolitan West Side Elevated Railroad Company, by Deed recorded July 15, 1914 as document number 5457265 and lying West of a line 196.0 feet West and parallel with the West line of South Kostner Avenue, and lying East of the East line of South Kilbourn Avenue, in Cook County, Illinois.

Common Address: 2001 South Kilbourn, Chicago, Illinois

PIN: 16-22-313-027-0000; 16-22-313-039-0000

Property of Cook County Clerk's Office