

UNOFFICIAL COPY

This instrument prepared by and after recording should be returned to:

Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603
Attention: Anita B. Mauro, Esq.

PIN: 29-32-200-082-0000

Common Address: 1000 West Maple Avenue
Homewood, Illinois 60430



Doc#: 1215910050 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/07/2012 12:49 PM Pg: 1 of 8

FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (this "First Amendment"), made and entered into as of the 31st day of May, 2012, is by and between Inx International Ink Co., a Delaware corporation ("Borrower"), and JPMorgan Chase Bank, N.A., a national banking association (the "Bank"), and pertains to the real estate described in Exhibit "A", attached hereto and made a part hereof ("Property").

WITNESSETH:

WALSH-SALES ACC120636

WHEREAS, prior hereto, the Bank provided certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Borrower, evidenced or secured by, among other things, (a) to that certain Reimbursement Agreement dated as of December 1, 2007 (as amended or restated from time to time, the "Reimbursement Agreement"), between the Borrower and the Bank, which Letter of Credit has been issued to secure \$10,000,000.00 aggregate face amount of Adjustable Rate Demand Revenue Bonds (Inx International Ink Project), Series 2007 (the "Bonds"); (b) that certain Mortgage and Security Agreement dated as of December 1, 2007, executed and delivered by Borrower to the Bank, and recorded December 17, 2007, in the Office of the Recorder of Deeds for Cook County, Illinois as Document No. 0735133045, encumbering the Property (the "Mortgage"), and (c) the other documents, agreements and instruments referenced in the Mortgage or executed and delivered pursuant thereto;

WHEREAS, contemporaneously herewith, Borrower desires the Bank to, among other things, provide additional financial accommodations from the Bank pursuant to that certain Eleventh Amendment to Loan and Security Agreement of even date herewith by and between Borrower and Lender (the "Additional Financial Accommodations"); and

WHEREAS, the Bank is willing to provide the Additional Financial Accommodations, provided, among other things, Borrower enters into this First Amendment.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the

Box 400-CTCC

UNOFFICIAL COPY

parties hereto set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and the Bank hereby agree as set forth in this First Amendment.

1. **Definitions/Recitals.** Except as expressly set forth in this First Amendment, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage. The recitals set forth above are hereby restated in their entirety and made a part of this First Amendment.

2. **Amendment to Mortgage.** As of the date of this First Amendment, the second and third Whereas Clauses of the Mortgage are hereby amended by deleting such Whereas Clauses and replacing them with the following:

“WHEREAS, under the terms of the Reimbursement Agreement, Borrower is justly and truly obligated to reimburse the Bank for any drawings made under the Letter of Credit and to pay to the Bank all other indebtedness, obligations and liabilities of the Borrower to the Bank under the Reimbursement Agreement or under any of the Other Agreements, together with interest thereon prior to maturity at the rate of Ten Percent (10%) per annum calculated on a year of 365 days, as set forth in the Reimbursement Agreement and at the times herein and therein provided; and

WHEREAS, the Liabilities not sooner paid or payable, will become due and payable at the earliest of (i) December 25, 2012 (such date, as extended from year to year as provided below, being called the “*Stated Expiration Date*”), (ii) on the date (A) that the Bank receives notification from the “Trustee” (as defined in the Letter of Credit) that the Letter of Credit has been replaced by an Alternate Letter of Credit (as defined in the Reimbursement Agreement), (B) one day following the date that the Bank receives notification from the Trustee that the interest rate borne by all of the Bonds has been converted to the Adjustable Rate or the Fixed Rate (each as defined in the Indenture), (C) the Bank has made a demand for payment accompanied by a certificate in the form of *Exhibit B* attached to the Letter of Credit where there will be no outstanding Bonds after such payment or (D) the stated amount of the Letter of Credit is permanently reduced to \$-0- or (iii) the twentieth (20th) calendar day after the receipt by the Trustee of written notice from the Bank, in the form of *Exhibit E* attached to the Letter of Credit, and which notice may include delivery by tested telex, authenticated SWIFT, or overnight courier service, that an “Event of Default” hereinafter defined in Section 6.1 below has occurred and is then continuing (the earliest of such dates to occur referred to herein as the “*Termination Date*”).”

3. **Liabilities Secured.** Borrower hereby reaffirms, confirms, acknowledges and agrees that the Mortgage secures all Liabilities, including, without limitation, Borrower’s reimbursement and other obligations to the Bank under the Reimbursement Agreement.

4. **Reaffirmation of Mortgage.** Borrower hereby reaffirms and remakes all of its representations, warranties, covenants, duties, obligations, agreements and liabilities contained in the Mortgage, as amended hereby.

5. **Severability.** Wherever possible, each provision of this First Amendment shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this First Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this First Amendment,

UNOFFICIAL COPY

the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

6. **Exhibit.** The Exhibit referred to herein is attached hereto, made a part hereof and incorporated herein by this reference thereto.

7. **Choice of Law.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of law as to all matters, including matters of validity, construction, effect, performance and remedies.

8. **Conflict.** If and to the extent, the terms and provisions of this First Amendment contradict or conflict with the terms and provisions of the Mortgage, the terms and provisions of this First Amendment shall govern and control; provided, however, to the extent the terms and provisions of this First Amendment do not contradict or conflict with the terms and provisions of the Mortgage, the Mortgage as amended by this First Amendment, shall remain in and have their intended full force and effect, and the Bank and Borrower hereby affirm, confirm and ratify the same.

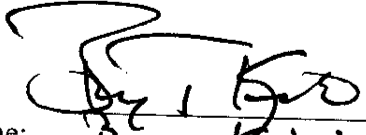
9. **Waiver of Jury Trial.** BORROWER AND THE BANK EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.

[signature page follows]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Bank and Borrower have caused this First Amendment to be executed and delivered by their duly authorized officers, members or managers, as the case may be, as of the date first set forth above.

INX INTERNATIONAL INK Co.,
a Delaware corporation

By: 
Name: Dana Krisko
Title: CEO-SVP

JPMORGAN CHASE BANK, N.A.,
a national banking association

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

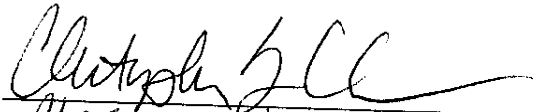
UNOFFICIAL COPY

IN WITNESS WHEREOF, the Bank and Borrower have caused this First Amendment to be executed and delivered by their duly authorized officers, members or managers, as the case may be, as of the date first set forth above.

INX INTERNATIONAL INK CO.,
a Delaware corporation

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, N.A.,
a national banking association

By: 
Name: Christopher L. Collins
Title: Authorized Officer

Property of COOK County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JUDITH ANN WENZLAFF a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY that BRYCE T. KRISTO, who is personally known to me to be the SR. VP & CFO of Inx International Ink Co., a Delaware corporation, and the same person whose name is subscribed to the foregoing First Amendment to Mortgage, appeared before me this day in person and acknowledged that he/~~she~~ signed and delivered the said instrument as his/~~her~~ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1ST day of JUNE, 2012.

Judith Ann Wenzlaff
NOTARY PUBLIC

My Commission Expires:

March 11, 2016
[SEAL]



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Megan Anderson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christopher Collins, who is personally known to me to be the authorized officer of JPMorgan Chase Bank, N.A., a national banking association, and the same person whose name is subscribed to the foregoing First Amendment to Mortgage, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

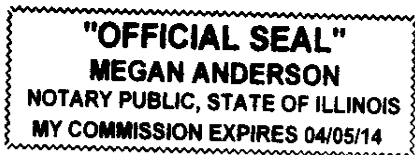
GIVEN under my hand and Notarial Seal this 1st day of June, 2012.

Megan Anderson
NOTARY PUBLIC

My Commission Expires:

04/05/14

[SEAL]



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 1 IN RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER LOTS 1 THROUGH 10 AND
OUTLOT B IN BLOCK 1, RECORDED AS DOCUMENT NUMBER 99610317, BEING A PART OF THE
NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 29-32-200-082

COMMON ADDRESS: West Maple Avenue
Homewood, Illinois 60430

5544896.1

Property of Cook County Clerk's Office