

UNOFFICIAL COPY



THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Michael D. Burstein
MUCH SHELIST
191 N. Wacker Drive, Suite 1800
Chicago, Illinois 60606.1615

Doc#: 1301618071 Fee: \$64.00
Karen A. Yarbrough RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/16/2013 02:58 PM Pg: 1 of 14

PERMANENT TAX INDEX NUMBERS:

16-35-107-001-0000	16-35-107-042-0000
16-35-107-002-0000	16-35-107-043-0000
16-35-107-003-0000	16-35-107-044-0000
16-35-107-004-0000	16-35-107-045-0000
16-35-107-005-0000	16-35-107-046-0000
16-35-107-006-0000	16-35-107-047-0000
16-35-107-007-0000	16-35-107-048-0000
16-35-107-008-0000	16-35-200-001-0000
16-35-107-009-0000	16-35-200-002-0000
16-35-107-040-0000	16-35-200-007-0000
16-35-107-041-0000	

This space reserved for Recorder's use only.

PROPERTY ADDRESSES:

3535 West 31st Street
3601 West 31st Street
Chicago, Illinois

SECOND AMENDMENT TO (I) REVOLVING MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING, (II) ASSIGNMENT OF RENTS AND LEASES AND (III) ENVIRONMENTAL INDEMNITY AGREEMENT

This **SECOND AMENDMENT TO (I) REVOLVING MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING, (II) ASSIGNMENT OF RENTS AND LEASES AND (III) ENVIRONMENTAL INDEMNITY AGREEMENT** (this "**Amendment**"), is dated as of May 31, 2012, and executed by and between **MRC POLYMERS, INC.**, an Illinois corporation (the "**Mortgagor**"), and **FIRSTMERIT BANK, N.A.**, a national banking association (together with its successors and assigns, the "**Lender**").

RECITALS:

A. Pursuant to the terms and conditions contained in that certain Credit and Security Agreement dated as of October 18, 2010, executed by and between the Mortgagor and the

UNOFFICIAL COPY

Lender, as amended by that certain First Amendment to Credit and Security Agreement and Waiver dated as of June 23, 2011, and that certain Second Amendment to Credit and Security Agreement dated as of October 26, 2011 (as amended, the "**Original Credit Agreement**"), the Lender agreed to loan to the Mortgagor the aggregate principal amount of **EIGHT MILLION SEVEN HUNDRED SEVENTY-TWO THOUSAND AND 00/100 DOLLARS** (\$8,772,000.00) (collectively, the "**Commercial Loans**"), which amount includes a letter of credit facility in the maximum amount of **ONE MILLION AND 00/100 DOLLARS** (\$1,000,000.00). The Commercial Loans are evidenced by:

(i) that certain Revolving Note dated October 18, 2010 (as amended, restated, or replaced from time to time, the "**Original Revolving Note**"), executed by the Mortgagor and made payable to the order of the Lender in the maximum principal amount of **FIVE MILLION AND 00/100 DOLLARS** (\$5,000,000.00);

(ii) that certain Term Note 1 dated October 18, 2010 (as amended, restated, or replaced from time to time, the "**Original Term Note 1**"), executed by the Mortgagor and made payable to the order of the Lender in the original principal amount of **SEVEN HUNDRED SEVENTY-TWO THOUSAND AND 00/100 DOLLARS** (\$772,000.00);

(iii) that certain Term Note 2 dated October 18, 2010 (as amended, restated, or replaced from time to time, the "**Original Term Note 2**"), executed by the Mortgagor and made payable to the order of the Lender in the original principal amount of **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$500,000.00); and

(iv) that certain Capex Note dated June 23, 2011 (as amended, restated, or replaced from time to time, the "**Original Capex Note 1**"); the Original Revolving Note, the Original Term Note 1, the Original Term Note 2, and the Original Capex Note 1 are collectively referred to in this Agreement as the "**Original Commercial Notes**"; executed by the Mortgagor and made payable to the order of the Lender in the maximum principal amount of **TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$2,500,000.00).

B. Pursuant to the terms of that certain Reimbursement Agreement dated as of October 18, 2010 (the "**Reimbursement Agreement**"; the Reimbursement Agreement and all agreements, instruments and documents executed in connection with or contemplated by the Reimbursement Agreement are collectively referred to in this Amendment as the "**Reimbursement Documents**") executed by and between the Mortgagor and the Lender, the Lender agreed to issue to Amalgamated Bank of Chicago (the "**Trustee**") an Irrevocable Letter of Credit (No. RB1000000067) in the original face amount of **FOUR MILLION THREE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED THIRTY-FIVE AND 44/100 DOLLARS** (\$4,344,435.44) (the "**IRB Letter of Credit**") as required by that certain Trust Indenture dated as of October 1, 2001, by and between the City of Chicago (the "**Issuer**") and the Trustee and that certain Loan Agreement dated as of October 1, 2001, by and between the Issuer and the Mortgagor, under which the Issuer issued its Variable Rate Demand Industrial Development Revenue Bonds (MRC Polymers, Inc. Project) Series 2001 in the aggregate principal amount of **SIX MILLION FIVE HUNDRED THOUSAND AND NO/100**

UNOFFICIAL COPY

DOLLARS (\$6,500,000.00) and loaned to the Mortgagor certain proceeds of the sale of the Bonds.

C. The Lender has also previously loaned to **DEAN M. EBERHARDT, TRUSTEE OF THE DEAN M. EBERHARDT TRUST** (the "**Mortgage Borrower**"), and **DEAN M. EBERHARDT, TRUSTEE OF THE MARK D. EBERHARDT TRUST** (the "**MDE Trust**"; the Mortgage Borrower and the MDE Trust are collectively referred to in this Amendment as the "**Original Mortgage Borrowers**"), the principal amount of **ONE MILLION FOUR HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS** (\$1,495,000.00) (the "**Mortgage Loan**"), as evidenced by that certain Promissory Note dated October 18, 2010 (as amended, restated, or replaced from time to time, the "**Mortgage Note**"; the Original Commercial Notes and the Mortgage Note are collectively referred to in this Amendment as the "**Notes**"), jointly and severally executed by the Original Mortgage Borrowers and made payable to the order of the Lender in the original principal amount of the Mortgage Loan. The Mortgage Note and the other documents evidencing, securing, and guarantying the Mortgage Loan, in their original form and as amended from time to time, are sometimes collectively referred to in this Amendment as the "**Mortgage Loan Documents**".

D. Pursuant to that certain Loan Assignment and Assumption Agreement, Limited Release and Modification of Loan Documents dated as of June 23, 2011 (the "**First Modification**"), executed by and among the Original Mortgage Borrowers, the Mortgagor, Dean M. Eberhardt, and the Lender, the Mortgage Borrower assumed the MDE Trust's obligations under the Mortgage Loan Documents, and the MDE Trust was released from its obligations under the Mortgage Loan Documents (except as set forth in the First Modification).

E. The Notes and the Mortgagor's obligations under the Reimbursement Documents are secured by, among other things:

(i) that certain Revolving Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of October 18, 2010 (the "**Original Mortgage**"), executed by the Mortgagor to and for the benefit of the Lender and recorded with the Recorder of Deeds in Cook County, Illinois (the "**Recorder's Office**"), on October 22, 2010, as Document No. 1029533026, as amended by that certain First Amendment to (I) Revolving Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, (II) Assignment of Rents and Leases, and (III) Environmental Indemnity Agreement dated as of June 23, 2011, and recorded with the Recorder's Office on August 18, 2011, as Document No. 1123012047 (the "**First Amendment**"; the Original Mortgage, as amended by the First Amendment, is referred to in this Amendment as the "**Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit "A"** attached to this Amendment (the "**Premises**");

(ii) that certain Assignment of Rents and Leases dated as of October 18, 2010, jointly and severally executed by the Mortgagor to and for the benefit of the Lender and recorded with the County Recorder's Office on October 22, 2010, as Document No. 1029533027 (as amended by the First Amendment, the "**Assignment of Rents**"); and

UNOFFICIAL COPY

(iii) that certain Environmental Indemnity Agreement dated as of October 18, 2010, jointly and severally executed by the Mortgagor, the Original Mortgage Borrowers, and the other Guarantors that are parties thereto, to and for the benefit of the Lender (amended by the First Amendment, the “Indemnity Agreement”).

The Original Credit Agreement, the Original Commercial Notes, the Mortgage, the Assignment of Rents, the Indemnity Agreement, and the other documents evidencing, securing and guarantying the Commercial Loans, in their original form and as amended, restated, and replaced from time to time, are sometimes collectively referred to in this Amendment as the “Original Commercial Loan Documents”).

F. Pursuant to that certain Amended and Restated Credit and Security Agreement dated as of even date herewith executed by and between the Mortgagor and the Lender (the “Amended and Restated Credit Agreement”), the Mortgagor and the Lender have agreed to amend and restate in their entirety the Original Credit Agreement, the Original Commercial Notes, and certain other Commercial Loan Documents to, among other things, (i) extend the maturity date of the Revolving Loan, and (ii) provide for a new capital expenditure facility in the amount of **ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$1,500,000.00) (the “Capex Loan 2”), which will be evidenced by a Capex Note 2 dated of even date herewith (the “Capex Note 2”) executed by the Mortgagor, made payable to the order of the Lender, and due on May 31, 2017.

G. Pursuant to that certain Second Modification of Loan Documents dated as of even date herewith executed by and among the Mortgage Borrower, the Mortgagor, Dean M. Eberhardt, and the Lender (the “Second Mortgage Loan Modification Agreement”), the Mortgage Borrower and the Lender agreed to, among other things, reduce the interest rate of the Mortgage Loan to a fluctuating per annum rate of interest equal to the LIBOR Rate (as defined in the Mortgage Note) plus two and seventy-five one hundredths percent (2.75%), except as otherwise set forth in the Mortgage Note.

H. It is a condition precedent to the Lender’s agreement to (i) amend and restate the Original Credit Agreement, the Original Commercial Notes, and certain other Original Commercial Loan Documents, and (ii) execute the Second Mortgage Loan Modification Agreement, that the Mortgagor execute and deliver this Amendment to the Lender.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Amendment), (ii) the agreements by the Lender to modify the Mortgage, the Assignment of Rents, and the Indemnity Agreement, as provided in this Amendment, (iii) the covenants and agreements contained in this Amendment, and (iv) for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing Recitals are made a part of this Agreement.

UNOFFICIAL COPY

2. **DEFINITIONS.** Unless otherwise defined in this Agreement, any capitalized word or phrase used in this Agreement has the definition ascribed to such word or phrase in the Amended and Restated Credit Agreement.

3. **AMENDMENTS TO MORTGAGE, ASSIGNMENT OF RENTS AND INDEMNITY AGREEMENT.** Effective as of the date of this Amendment, each of the Mortgage, the Assignment of Rents, and the Indemnity Agreement are amended as follows:

3.1 **Credit Agreement.** The term "Credit Agreement" is amended to mean the Amended and Restated Credit Agreement.

3.2 **Commercial Notes.**

(a) The term "Revolving Note" is amended to mean that certain Amended and Restated Revolving Note dated even date herewith (as amended, restated, or replaced from time to time, the "**Amended and Restated Revolving Note**"), executed by the Mortgagor and made payable to the Lender in the maximum principal amount of **SIX MILLION AND 00/100 DOLLARS** (\$6,000,000.00) and due on May 31, 2013.

(b) The term "Term Note 1" is amended to mean that certain Amended and Restated Term Note 1 dated even date herewith (as amended, restated, or replaced from time to time, the "**Amended and Restated Term Note 1**"), executed by the Mortgagor and made payable to the order of the Lender in the original principal amount of **SEVEN HUNDRED SEVENTY-TWO THOUSAND AND 00/100 DOLLARS** (\$772,000.00) and due on October 18, 2013.

(c) The term "Term Note 2" is amended to mean that certain Amended and Restated Term Note 2 dated even date herewith (as amended, restated, or replaced from time to time, the "**Amended and Restated Term Note 2**"), executed by the Mortgagor and made payable to the order of the Lender in the original principal amount of **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$500,000.00) and due on October 18, 2015.

(d) The term "Capex Note" is amended to mean that certain Amended and Restated Capex Note 1 dated even date herewith (as amended, restated, or replaced from time to time, the "**Amended and Restated Capex Note 1**"), executed by the Mortgagor and made payable to the order of the Lender in the maximum principal amount of **TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$2,500,000.00), and due on May 31, 2017.

(e) The term "Commercial Notes" is amended to mean, collectively, the Amended and Restated Revolving Note, the Amended and Restated Term Note 1, the Amended and Restated Term Note 2, the Amended and Restated Capex Note 1, and the Capex Note 2.

UNOFFICIAL COPY

3.3 Commercial Loans. The term “**Commercial Loans**” is amended to mean the aggregate amount of **ELEVEN MILLION TWO HUNDRED SEVENTY-TWO THOUSAND AND 00/100 DOLLARS** (\$11,272,000.00) loaned by the Lender to the Mortgagor pursuant to the Amended and Restated Credit Agreement, which amount includes a letter of credit facility in the maximum amount of **ONE MILLION AND 00/100 DOLLARS** (\$1,000,000.00). The Commercial Loans are evidenced by the Commercial Notes. Except as otherwise provided in the Amended and Restated Credit Agreement, interest accrues on the Commercial Loans at a fluctuating per annum rate of interest equal to the LIBOR Rate (as defined in the Amended and Restated Credit Agreement) plus two and seventy-five one hundredths percent (2.75%).

3.4 Maximum Indebtedness. Section 36(j) of the Mortgage is amended in its entirety to read as follows:

“(j) **Maximum Indebtedness.** Notwithstanding anything contained herein to the contrary, in no event will the Indebtedness exceed an amount equal to **THIRTY-FIVE MILLION AND 00/100 DOLLARS** (\$35,000,000.00); provided, however, in no event will the Lender be obligated to advance funds in excess of the face amount of the Notes.”

4. TITLE POLICY. As a condition precedent to the agreements contained in this Amendment, the Mortgagor must, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to the Lender’s title insurance policy No. 1410 008815283 EP (the “**Title Policy**”), as of the date this Amendment is recorded, reflecting the recording of this Amendment and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by the Lender (the “**Endorsement**”).

5. DELIVERIES. As conditions precedent to the effectiveness of this Amendment, the Mortgagor must deliver or cause to be delivered or satisfied the following, all of which must be in form, substance, and execution acceptable to the Lender:

5.1 Agreement. This Amendment.

5.2 Endorsements. The Endorsements.

5.3 Organizational Documents and Resolutions.

(a) A current Certificate of Good Standing from the Secretary of State of the State of Illinois for the Mortgagor.

(b) A certified copy of the Articles of Incorporation and By-Laws for the Mortgagor and all amendments thereto, or a certification by a duly authorized officer of the Mortgagor that the same have not been amended or modified since the date certified copies of the same were submitted to the Lender.

UNOFFICIAL COPY

(c) A certified copy of a unanimous written consent executed by the board of directors of the Mortgagor, authorizing the Mortgagor's execution and delivery of this Amendment

5.4 Other Documents. Such other documents, instruments, agreements, and financial information as the Lender may reasonably require.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWERS. The Mortgagor represents, covenants, and warrant to the Lender as follows:

6.1 Representations and Warranties. The representations and warranties in the Amended and Restated Credit Agreement and the other Commercial Loan Documents are true and correct in all material respects as of the date of this Amendment.

6.2 Event of Default. There is currently no Event of Default (as defined in the Credit Agreement) under the Amended and Restated Credit Agreement or the other Commercial Loan Documents and the Mortgagor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Amended and Restated Credit Agreement or the other Commercial Loan Documents.

6.3 Full Force and Effect. The Commercial Loan Documents are in full force and effect and, following the execution and delivery of this Amendment, continue to be the legally valid and binding obligations of the Mortgagor enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

6.4 No Material Adverse Change. There has been no material adverse change in the financial condition of the Mortgagor or any other party whose financial statement has been delivered to the Lender in connection with the Commercial Loans from the date of the most recent financial statement received by the Lender.

6.5 No Claims or Defenses. As of the date of this Amendment, the Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Commercial Loans or the Commercial Loan Documents as modified in this Amendment.

6.6 Organization and Authorization. The Mortgagor validly exists under the laws of the State of its incorporation, formation, or organization and has the requisite power and authority to execute and deliver this Amendment and to perform the Commercial Loan Documents as modified herein. The execution and delivery of this Amendment and the performance of the Commercial Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of the Mortgagor. This Amendment has been duly executed and delivered on behalf of the Mortgagor.

7. EXPENSES. As a condition precedent to the agreements contained in this Amendment, the Mortgagor must pay all out-of-pocket costs and expenses incurred by the Lender in connection with this Amendment, including, without limitation, title charges, recording fees, appraisal fees, and reasonable attorneys' fees and expenses.

UNOFFICIAL COPY

8. RELEASE AND WAIVER OF CLAIMS.

8.1 General Release and Waiver of Claims. In consideration of the Lender's agreement to enter into this Amendment, the Mortgagor releases and forever discharges the Lender and its respective successors, assigns, partners, directors, officers, agents, attorneys, administrators, trustees, subsidiaries, affiliates, beneficiaries, shareholders, representatives, agents, servants, and employees from any and all rights, proceedings, agreements, contracts, judgments, debts, costs, expenses, promises, duties, claims, demands, cross-actions, controversies, causes of action, damages, rights, liabilities, and obligations, at law or in equity whatsoever, known or unknown, suspected or unsuspected, choate or inchoate, whether past, present, or future, now held, owned, or possessed by the Mortgagor, or which the Mortgagor may hereafter hold or claim to hold from the beginning of time to the date of this Amendment under common law or statutory right, known or unknown, arising, directly or indirectly, proximately or remotely, out of the Original Credit Agreement or any of the other Original Commercial Loan Documents including, without limitation, any and all rights, proceedings, agreements, contracts, judgments, debts, expenses, promises, duties, claims, demands, cross-actions, controversies, causes of action, damages, rights, liabilities, and obligations whether based upon tort, fraud, breach of any duty of fair dealing, breach of confidence, undue influence, duress, economic coercion, conflict of interest, negligence, bad faith, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy, any claim for wrongfully accelerating the Commercial Loans or wrongfully attempting to foreclose on any collateral relating to the Commercial Loans, contract, or usury, but only to the extent that the foregoing arise in connection with events which occurred prior to the date of this Amendment. Without limiting the generality of the foregoing, this release includes the following matters: (a) all aspects of this Amendment, the Original Credit Agreement, the other Original Commercial Loan Documents, and the negotiations between or on behalf of the Mortgagor and the Lender and the demands and requests by the Lender of the Mortgagor concerning this Amendment and the other Original Commercial Loan Documents, including, but not limited to, all meetings, telephone calls, correspondence and/or other contacts between or on behalf of the Mortgagor and the Lender incident to the attempts of said parties to reach an agreement in connection herewith, or in connection with the Original Credit Agreement, the Amended and Restated Credit Agreement, or any of the other Commercial Loan Documents and the attempt(s) of the Lender to collect the Original Commercial Notes, and (b) the exercise by the Lender of its rights under the Original Credit Agreement or any of the other Original Commercial Loan Documents or at law or in equity.

This release is intended to release all liability of any character claimed for damages, of any type or nature, for injunctive or other relief, for attorneys' fees, interest, or any other liability whatsoever, whether statutory, contractual, or tort in character, or of any other nature or character in any way related to any and all matters and dealings of any nature whatsoever asserted or assertable by or on behalf of the Mortgagor against the Lender, including, without limitation, any loss, cost, or damage in connection with, or based upon, any breach of fiduciary duty, breach of any duty of fair dealing or good faith, breach of confidence, breach of funding commitment, breach of any other duty, breach of any statutory right, fraud, usury, undue influence, duress, economic coercion, conflict of interest, negligence, bad faith, malpractice,

UNOFFICIAL COPY

violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with corporate or other governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy, or any other cause of action, but only to the extent that the foregoing arise in connection with events which occurred prior to the date of execution hereof.

The Mortgagor understands and agrees that this is a full, final, and complete release and agrees that this release may be pleaded as an absolute and final bar to any or all suit or suits pending or which may thereafter be filed or prosecuted by the Mortgagor or anyone claiming by, through, or under the Mortgagor in respect of any of the matters released by this Amendment and that no recovery on account of the described matters may hereafter be had from anyone whomsoever, and that the consideration given for this release is no admission of liability and that neither the Mortgagor nor those claiming under the Mortgagor will ever claim that it is.

8.2 Releases Binding on Affiliates. The provisions, waivers, and releases set forth are binding upon the Mortgagor and its agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants, and attorneys.

9. MISCELLANEOUS.

9.1 Governing Law. This Amendment is governed by and will be construed in accordance with the laws of the State of Illinois.

9.2 Construction. This Amendment may not be construed more strictly against the Lender than against the Mortgagor merely by virtue of the fact that the same has been prepared by counsel for the Lender, it being recognized that the Mortgagor and the Lender have contributed substantially and materially to the preparation of this Amendment, and the Mortgagor and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Amendment. Each of the parties to this Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this Amendment, and recognizes that it is executing and delivering this Amendment, intending to be legally bound by the terms and provisions of this Amendment, of its own free will, without promises or threats or the exertion of duress upon it. The signatories state that they have read and understand this Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

9.3 No Joint Venture. Notwithstanding the execution of this Amendment by the Lender, nothing contained in this Amendment may be considered to constitute the Lender a venturer or partner of or in any way associated with any the Mortgagor nor will privity of contract be presumed to have been established with any third party.

9.4 Prior Agreements. Except as expressly modified by this Amendment, the Mortgage, the Assignment of Rents, and the Indemnity Agreement are and remain unmodified and in full force and effect.

UNOFFICIAL COPY

9.5 Successors and Assigns. This Amendment binds and inures to the benefit of the parties to this Amendment and their respective heirs, executors, administrators, successors, and assigns.

9.6 References to Loan Documents. Any references to the Mortgage, the Assignment of Rents, or the Indemnity Agreement contained in any of the Commercial Loan Documents should be considered to refer to the Mortgage, the Assignment of Rents, or the Indemnity Agreement as amended. The paragraph and section headings used in this Amendment are for convenience only and do not limit the substantive provisions of this Amendment. All words in this Amendment that are expressed in the neuter gender are deemed to include the masculine, feminine, and neuter genders. Any word in this Amendment that is expressed in the singular or plural is deemed to include, whenever appropriate in the context, the plural and the singular.

9.7 Counterparts. This Amendment may be executed in one or more counterparts, all of which, when taken together, constitute one original Agreement.

9.8 Time of the Essence. Time is of the essence of each of the Mortgagor's obligations under this Amendment.

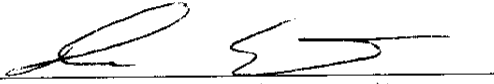
[Remainder of Page Intentionally Left Blank – Signature Page Follows]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Mortgagor and the Lender have executed and delivered this Amendment as of the day and year first above written.

THE MORTGAGOR:

MRC POLYMERS, INC., an Illinois corporation

By: 
 Name: Dean Eberhardt
 Title: Secretary and Treasurer

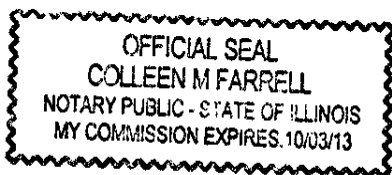
STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that DEAN EBERHARDT, the SECRETARY & TREASURER of MRC POLYMERS, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such DEAN EBERHARDT, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25 day of May, 2012.



Colleen M. Farrell
 Notary Public

My Commission Expires:

10-3-13

[Signatures Continue on Following Page]

SIGNATURE PAGE—MORTGAGOR
 SECOND AMENDMENT TO (I) REVOLVING MORTGAGE, ASSIGNMENT OF RENTS AND LEASES
 AND FIXTURE FILING, (II) ASSIGNMENT OF RENTS AND LEASES
 AND (III) ENVIRONMENTAL INDEMNITY AGREEMENT
 MRC POLYMERS, INC.

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

THE WEST 333 FEET OF THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THAT PORTION CONVEYED TO THE CHICAGO AND GRAND TRUNK RAILROAD COMPANY BY DEED RECORDED AS DOCUMENT 293080 (THE RIGHT OF WAY CONVEYED BY SAID DEED NOW COMMONLY KNOWN AS THAT OF ILLINOIS NORTHERN RAILWAY) (EXCEPT THAT PART THEREOF DEDICATED FOR S. CENTRAL PARK AVENUE, BY INSTRUMENT RECORDED JUNE 4, 1875 AS DOCUMENT 32096 AND ALSO EXCEPT THE NORTH 33 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 33 FEET THEREOF AND NORTH OF THE NORTHERLY LINE OF THE RIGHT OF WAY CONVEYED TO THE CHICAGO AND GRAND TRUNK RAILROAD COMPANY BY DEED RECORDED AS DOCUMENT 293080 (RIGHT OF WAY CONVEYED BY SAID DEED NOW COMMONLY KNOWN AS THAT OF THE ILLINOIS NORTHERN RAILWAY) (EXCEPT THE WEST 333 FEET OF THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THAT PORTION CONVEYED TO THE CHICAGO AND GRAND TRUNK RAILROAD COMPANY BY DEED RECORDED AS DOCUMENT 293080 (THE RIGHT OF WAY CONVEYED BY SAID DEED NOW COMMONLY KNOWN AS THAT OF ILLINOIS NORTHERN RAILWAY) AND EXCEPT THAT PART THEREOF DEDICATED FOR S. CENTRAL PARK AVENUE, BY INSTRUMENT RECORDED JUNE 4, 1875 AS DOCUMENT 32096), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 TO 9 INCLUSIVE IN BLOCK 1 IN GARY AND JACOBSON'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE WEST FORK OF SOUTH BRANCH OF CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PARCEL 4:

LOTS 10 THROUGH 45 INCLUSIVE IN BLOCK 1 IN GARY AND JACOBSON'S SUBDIVISION OF THAT PART OF THE EAST ½ OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE WEST FORK OF THE SOUTH BRANCH OF CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESSES OF PREMISES:

3535 West 31st Street
 3601 West 31st Street
 Chicago, Illinois

PERMANENT TAX INDEX NUMBERS:

16-35-107-001-0000	16-35-107-042-0000
16-35-107-002-0000	16-35-107-043-0000
16-35-107-003-0000	16-35-107-044-0000
16-35-107-004-0000	16-35-107-045-0000
16-35-107-005-0000	16-35-107-046-0000
16-35-107-006-0000	16-35-107-047-0000
16-35-107-007-0000	16-35-107-048-0000
16-35-107-008-0000	16-35-200-001-0000
16-35-107-009-0000	16-35-200-002-0000
16-35-107-040-0000	16-35-200-007-0000
16-35-107-041-0000	