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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/29/2014 09:10 AM Pg: 1 of 13

UM 836 3233, PL

Cook County, Chicago Heights, Illinois

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

**BY**

**KEYSTONE-CALUMET, INC.**  
Mortgagor,

**AND**

**WELLS FARGO CAPITAL FINANCE, LLC,**  
as Mortgagee,

**Relating to Premises in:**

**Cook County, Chicago Heights, Illinois**

**DATED: as of July 1, 2014**

**EFFECTIVE: as of July 1, 2014**

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

**Amanda Gómez, Esq.  
Goldberg Kohn Ltd.  
55 East Monroe Street  
Suite 3300  
Chicago, IL 60603**

**Box 400-CTCC**

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

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING ("**Amendment**") is dated as of July 1, 2014, by KEYSTONE-CALUMET, INC., a Delaware corporation, with its principal office at 5430 LBJ Freeway, Suite 1740, Dallas, TX 75240 ("**Mortgagor**"), and WELLS FARGO CAPITAL FINANCE, LLC (in its individual capacity, "**Wells**"), successor by merger to Wachovia (defined below), as administrative agent on behalf of the Lenders (defined below) (in its capacity as administrative agent, together with its successors and assigns in such capacity, "**Mortgagee**"), with an office at 10 South Wacker Drive, 13th Floor, Chicago, Illinois 60606.

### RECITALS

A. Pursuant to that certain Credit Agreement dated as of August 31, 2005 (as amended to date, the "**Original Credit Agreement**"), by and among Wachovia Capital Finance Corporation, an Illinois corporation ("**Wachovia**"), as administrative agent and a lender, Mortgagor, Keystone Consolidated Industries, Inc., a Delaware corporation ("**Parent**"), Engineered Wire Products, Inc., an Ohio corporation ("**EWP**"), and FV Steel and Wire Company, a Wisconsin corporation ("**FV Steel**"; Mortgagor, Parent, EWP and FV Steel are referred to hereinafter as "**Existing Borrowers**"), and the lenders party thereto from time to time (the "**Existing Lenders**"), Wachovia and the Existing Lenders agreed to make loans and other financial accommodations to Existing Borrowers in an aggregate amount of up to \$100,000,000.00 (collectively, the "**Loans**").

B. The Loans are secured by, among other things, a certain Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing made by Mortgagor in favor of Wachovia dated as of March 22, 2007 and recorded in the Cook County Recorder of Deeds, Illinois on March 29, 2007 as Document No. 0708840096 (the "**Mortgage**"). A legal description of the real estate encumbered by the Mortgage is attached hereto as **Exhibit A**.

C. Concurrently herewith, the Original Credit Agreement is being amended and restated in its entirety by a certain Amended and Restated Credit Agreement of even date herewith (said Amended and Restated Credit Agreement, together with all amendments, supplements, modifications and replacements thereof, the "**Amended Credit Agreement**") by and among Wells, as a lender and as administrative agent for itself and the other Lenders, Existing Borrowers and Arizona Acquisition Company, LLC (collectively, "**Borrowers**") and the lenders party thereto from time to time ("**Lenders**"). Pursuant to the Amended Credit Agreement, among other things, the aggregate amount of the Loans is being amended to \$90,000,000.00, consisting of revolving loans, and the final maturity date of the Loans is being extended to July 1, 2019, all on the terms and conditions set forth in the Amended Credit Agreement. The Loans as amended by the Amended Credit Agreement are hereinafter referred to as the "**Amended Loans**". The rate or rates of interest payable on the Amended Loans may vary from time to time as set forth in the Amended Credit Agreement.

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D. The parties hereto desire to amend the Mortgage to give record notice of the changes effected by the Amended Credit Agreement and to conform the Mortgage to the terms of the Amended Credit Agreement.

## AGREEMENTS

Mortgagee and Mortgagor hereby agree as follows:

1. The Recitals hereto are hereby incorporated into the Mortgage by this reference. Capitalized terms used herein without definition shall have the meanings provided in the Mortgage.

2. The Mortgage is hereby amended as follows:

(a) All references in the Mortgage to the "Loan Agreement" shall mean the Amended Credit Agreement.

(b) All references in the Mortgage to "Loan Documents" or "Financing Agreements" shall mean "Loan Documents" as defined in the Amended Credit Agreement.

(c) The first sentence of the last paragraph in Article I is hereby amended as follows: the phrase "the encumbrances permitted under Section 9.8 of the Loan Agreement" is deleted in its entirety and replaced with the following: "'Permitted Liens' (as such term is defined in the Amended Credit Agreement)." All references in the Mortgage to "Permitted Encumbrances" shall be replaced with references to "Permitted Liens".

(d) All references in the Mortgage to the "Obligations" shall mean the "Obligations" as defined in the Amended Credit Agreement.

(e) Section 3.2 of the Mortgage is hereby amended as follows: the reference to Section 9.4 of the Original Credit Agreement is deleted and replaced with a reference to Section 5.5 of the Amended Credit Agreement.

(f) Section 3.3 of the Mortgage is hereby amended as follows: the reference to Section 9.4 of the Original Credit Agreement is deleted and replaced with a reference to Section 5.5 of the Amended Credit Agreement.

(g) Section 3.4(a) of the Mortgage is hereby amended as follows: the reference to Section 9.5 of the Original Credit Agreement is deleted and replaced with a reference to Section 5.6 of the Amended Credit Agreement.

(h) Section 3.4(d) of the Mortgage is hereby amended as follows: the reference to Section 9.5 of the Original Credit Agreement is deleted and replaced with a reference to Section 2.4(e)(ii) of the Amended Credit Agreement.

(i) Section 3.5 of the Mortgage is hereby amended as follows: the reference to Section 9.5 of the Original Credit Agreement is deleted and replaced with a reference to Section 2.4(e)(ii) of the Amended Credit Agreement.

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(j) Section 3.7(a) of the Mortgage is hereby amended as follows: the reference to Section 9.8 of the Original Credit Agreement is deleted and replaced with a reference to Section 6.2 of the Amended Credit Agreement.

(k) Section 3.7(b) of the Mortgage is hereby amended as follows: the reference to Section 9.7 of the Original Credit Agreement is deleted and replaced with a reference to Section 6.4 of the Amended Credit Agreement.

(l) Section 3.11 of the Mortgage is hereby amended as follows: the phrase "the Uniform Commercial Code in the State" in the first sentence is amended by adding the phrase "of Illinois" after "State."

(m) Section 5.1 of the Mortgage is hereby amended as follows: Section 5.1(ii) is deleted and replaced with:

(ii) If to Mortgagee: WELLS FARGO CAPITAL FINANCE, LLC  
 10 South Wacker Drive, 13th Floor  
 Chicago, Illinois 60606  
 Attn: Keystone Portfolio Manager  
 Fax No. (312) 332-0424

with copies to: GOLDBERG KOHN LTD.  
 55 East Monroe Street, Suite 3300  
 Chicago, Illinois 60603  
 Attn: Gary Zussman, Esq.  
 Fax No. (312) 332-2196

(n) Section 5.16 of the Mortgage is hereby amended as follows: the phrase "One Hundred Million Dollars (\$100,000,000.00)" shall be deleted and replaced with "Four Hundred Fifty Million Dollars (\$450,000,000.00)".

(o) The following Sections 5.17, 5.18 and 5.19 are hereby added to the Mortgage:

5.17 "Among other things, this Mortgage is given to secure a revolving credit facility and secures not only present indebtedness but also future advances, whether such future advances are obligatory or are to be made at the option of Mortgagee and/or Lenders, or otherwise as are to be made within twenty (20) years of the date hereof. The amount of indebtedness secured hereby may increase or decrease from time to time, however the principal amount of such indebtedness shall not at any time exceed the amount of \$ Four Hundred Fifty Million Dollars (\$450,000,000.00) plus interest thereon, and other costs, amounts and disbursements as provided herein and in the other Loan Documents."

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5.18 "All expenses incurred by Mortgagee and/or Lenders to the extent reimbursable under Sections 15-1510 and 15-1512 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.), whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure."

5.19 "Mortgagor further agrees, to the full extent permitted by law, that in case of an Event of Default, neither Mortgagor nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay or extension laws now or hereafter in force, or take any other action which would prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Lender or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.) (herein called the "Act")) or residential real estate (as defined in Section 15-1219 of the Act). Mortgagor hereby voluntarily and knowingly waives any and all rights of reinstatement and redemption under Section 15-1601 of the Act."

3. The Mortgage is hereby amended to conform to the terms hereof. The Mortgage shall remain in full force and effect in accordance with its original terms, as amended by this Amendment.

4. Mortgagor expressly reaffirms and ratifies its continuing obligations under the Mortgage, and agrees that the Mortgage continues as a lien on the Property in favor of Mortgagee, subject to the Permitted Encumbrances, and that no part of the foregoing amendments or modifications shall have the effect of releasing, relieving or diminishing any obligations under the Mortgage.

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5. Nothing herein shall constitute a novation. It is Mortgagor's express intention that the liens, encumbrances and interests conveyed by the Mortgage shall continue without interruption as security for the Obligations, including without limitation the Amended Loans.

6. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

**(SIGNATURE PAGE FOLLOWS)**

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have duly signed and delivered this Amendment as of the date first above written.

KEYSTONE-CALUMET, INC.,  
a Delaware corporation

By: [Signature]  
Name: FERRE E. DOWNING, JR.  
Title: VP - TREASURER

WELLS FARGO CAPITAL FINANCE, LLC,  
a Delaware limited liability company, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Authorized Signatory

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have duly signed and delivered this Amendment as of the date first above written.

KEYSTONE-CALUMET, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WELLS FARGO CAPITAL FINANCE, LLC,  
a Delaware limited liability company, as Agent

By: Laura Nickas  
Name: LAURA NICKAS  
Its Authorized Signatory

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## ACKNOWLEDGMENT

STATE OF Illinois )  
COUNTY OF Peoria ) SS

I, Dawn M. Maxwell a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Bert E. Downing, Jr. the VP. Treasurer of KEYSTONE-CALUMET, INC., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his 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<sup>th</sup> day of June, 2014.



Dawn M. Maxwell  
Notary Public

My Commission Expires:

March 12, 2015

Cook County Clerk's Office

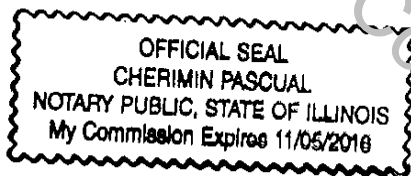
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## ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF COOK )

I, Cherimin Pascual, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Laura Nichea, the Vice President of WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of June, 2014.



Cherimin Pascual  
Notary Public

My Commission Expires:  
11/05/2016

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## EXHIBIT A

### Legal Description

BLOCK 242 IN CHICAGO HEIGHTS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 21 AND THE SOUTHEAST 1/4 OF SECTION 16 AND A RESUBDIVISION OF BLOCK 200 IN CHICAGO HEIGHTS, ALL IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL, MERIDIAN EXCEPTING THEREFROM THE FOLLOWING: (1) THE SOUTH 1.0 FEET OF LOT 2 IN SAID BLOCK 242; (2) THAT , PORTION OF LOT 3 IN SAID BLOCK 242 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 80 FEET; THENCE NORTHEASTWARDLY A DISTANCE OF 124.50 FEET TO A POINT 2.0 FEET WEST OF THE EAST LINE OF SAID LOT; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, WHICH IF PROJECTED NORTHERLY WOULD INTERSECT THE EAST LINE OF SAID LOT AT A DISTANCE OF 103.40 FEET FROM THE LAST NAMED POINT, A DISTANCE OF 54.50 FEET; THENCE NORTHERLY A DISTANCE OF 368.10 FEET TO A POINT LYING 1.0 FEET EAST OF THE WEST LINE OF SAID LOT 3 AND 347.25 FEET SOUTH OF THE NORTH LINE OF SAID LOT; THENCE NORTHERLY ALONG A LINE 1.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT TO THE NORTH LINE OF SAID LOT 3; (3) A TRIANGULAR TRACT IN LOT 1 IN BLOCK 242 CONVEYED TO STAUFFER (VICTOR) CHEMICAL AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 16, SAID POINT BEING THE SOUTHEAST CORNER (IN SECTION 16) OF SAID LOT 1; THENCE NORTH ALONG A LINE PARALLEL TO THE EAST LINE OF LOT 1, A DISTANCE OF 20 FEET; THENCE SOUTHWESTERLY 20.8 FEET MORE OR LESS TO A POINT 12 FEET WEST OF THE EAST LINE (IN SAID SECTION 16) OF SAID LOT 1; THENCE EAST ALONG THE SOUTH LINE OF SECTION 16, 12 FEET TO THE POINT OF BEGINNING

#### ALSO:

A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 3 IN SAID BLOCK 242, 1.0 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID BLOCK 242 TO THE NORTHWESTERLY CORNER OF LOT 1 IN SAID BLOCK 24; THENCE NORTH 10.0 FEET; THENCE WEST ALONG A LINE 10 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF SAID BLOCK 242 TO A POINT LYING 1.0 FEET EAST OF THE WEST LINE OF LOT 3 IN BLOCK 242 AS EXTENDED NORTHERLY AND LOCATED 10.0 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 10.0 FEET TO THE POINT OF BEGINNING.

THAT PART OF VACATED ARNOLD STREET, AS VACATED BY ORDINANCE, A COPY OF WHICH WAS RECORDED MAY 4, 1918 AS DOCUMENT 6316B41, DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST 1/4 OF SECTION 21,

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TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL, MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 21 WITH THE EAST LINE (IN SAID SECTION 21) OF LOT 1, BLOCK 242 IN CHICAGO HEIGHTS, A SUBDIVISION OF PARTS OF SECTION 16 AND 21, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 15, 1907 A.S DOCUMENT 4062146, IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE NORTH LINE OF SECTION 21, 18 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO SAID EAST LINE OF LOT 1, A DISTANCE OF 30 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 6 FEET; THENCE SOUTHWEST TO A POINT ON SAID EAST LINE OF LOT 1, SAID POINT BEING 50 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 21, AS MEASURED ALONG THE EAST LINE; THENCE NORTH ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 317 EAST 11TH STREET, CHICAGO HEIGHTS, ILLINOIS, 60411  
 PINS: 32-21-200-005-0000  
 32-21-200-008-0000  
 32-21-200-011-0000  
 32-21-200-014-0000

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EXHIBIT A

Endorsement

[see attached]

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

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