

AMENDMENT TO OPEN-END MORTGAGE

AMENDMENT TO OPEN-END MORTGAGE dated as of February 1st, 1985 by and between GARDINER METAL COMPANY, an Illinois corporation, and hereinafter referred to as the "Mortgagor" and LASALLE NATIONAL BANK, a national banking association, hereinafter referred to as the "Mortgagee."

R E C I T A L S:

A. Mortgagor has heretofore executed and delivered to Mortgagee a certain Open-End Mortgage dated May 18, 1984 and recorded in the Recorder of Deeds Office of Cook County, Illinois on May 23, 1984 as Document No. 27098975 and rerecorded in said Recorder of Deeds Office on June 12, 1984 as Instrument No. 27126262 (hereinafter referred to as the "Mortgage"), whereunder Mortgagor did convey, grant, bargain, sell, transfer, warrant, mortgage, confer, assign, pledge and set over to Mortgagee that certain real estate described in Exhibit "A" attached hereto, as security for Mortgagor's Liabilities to Mortgagee as described in the Mortgage; and

B. Mortgagee has extended \$600,000.00 of additional revolving credit availability to Mortgagor and Mortgagor and Mortgagee have evidenced that additional extension of credit by having the Mortgagor execute and deliver to Mortgagee a new Revolving Credit Note in the amount of \$3,600,000.00, which new Note is given in renewal and substitution of a Revolving Credit Note dated May 18, 1984 in the principal amount of \$3,000,000.00.

C. The Mortgagee is the holder of the new Revolving Credit Note in the amount of \$3,600,000.00 and the indebtedness evidenced thereby.

D. Mortgagor and Mortgagee desire to amend the Mortgage as provided below with the intent and purpose that the Mortgage secure the new Revolving Credit Note dated as of January 29th, 1985 in the principal amount of \$3,600,000.00, together with all of Mortgagor's Liabilities as defined in the Mortgage.

NOW, THEREFORE, the Mortgagor does hereby agree with the Mortgagee as follows:

1. The sentence immediately under the title of the Mortgage on page 1 thereof is amended to read as follows:

"(This Mortgage secures future advances in an amount up to Five Million Six Hundred Thousand Dollars (\$5,600,000))."

2. Paragraph 1.1(i) is hereby amended in full to read as follows:

"(i) the indebtedness owing by Mortgagor to Mortgagee evidenced by an Installment Note ("the Installment Note") dated this day in the principal amount of One Million Dollars (\$1,000,000.00) executed by Mortgagor and payable to Mortgagee, and the indebtedness owing by Mortgagor to Mortgagee evidenced by a Revolving Credit Note ("the

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Revolving Credit Note") dated January 29th, 1985 in the principal sum of Three Million Six Hundred Thousand Dollars (\$3,600,000.00), executed by Mortgagor and payable to Mortgagee (collectively, the Installment Note and the Revolving Credit Note are called "the Notes"), together with interest, costs and expenses provided for in the Notes, and any and all renewals and extensions of the whole or any part of either of the Notes and/or any part of the indebtedness secured by this Mortgage, however evidenced;"

3. Paragraph 1.2 of the Mortgage is amended in full to read as follows:

"1.2 The maximum amount of Mortgagor's Liabilities, exclusive of interest, which may be outstanding from time to time and secured by this Mortgage is Five Million Six Hundred Thousand Dollars (\$5,600,000.00)."

4. Paragraph 2.1 of the Mortgage is amended in full to read as follows:

"2.1 To secure the payment by Mortgagor of Mortgagor's Liabilities and the performance by Mortgagor of Mortgagor's Obligations, Mortgagor conveys, gives, grants, bargains, sells, transfers, warrants, mortgages, confirms, assigns, pledges and sets over to Mortgagee the Mortgaged Property, including the real estate lying and being in the County of Cook, State of Illinois, and legally described on Exhibit A."

5. Except as specifically modified in this Amendment, the Mortgage shall remain in full force and effect.

6. This Amendment to the Mortgage and all provisions thereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include the Mortgagor named herein and any subsequent owner or owners of the equity of redemption of the Mortgaged Property. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee, the holder or holders from time to time, of the Notes.

MORTGAGOR:

GARDINER METAL COMPANY

ATTEST:

By: *W. Gardiner*

, President

W. Gardiner
, Assistant Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

PERSONALLY came and appeared before me, the undersigned

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authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, Charles H. Gardiner and Robert A. Gardiner, personally known to me to be the President and Assistant Secretary, respectively, of the within named Gardiner Metal Company, an Illinois corporation, who acknowledged that they signed, sealed and delivered the above and foregoing instrument in writing on the day and for the purposes therein mentioned, for and on behalf of said corporation and as its own act and deed.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this 4th day of April, 1985.

Michael B. Ballian
Notary Public

My commission expires:

My Commission Expires November 22, 1987

This instrument prepared by:
James B. Gottlieb
MUCH SHELIST FREED DENENBERG
AMENT & EIGER, P.C.
135 South La Salle Street
Suite 2323
Chicago, Illinois 60603
(312) 346-3100

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Please mail to:

*Willie J. Miller Jr.
Sasale National Bank
135 S. La Salle Street
Room 350
Chicago, Illinois 60690*

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Property of Cook County Clerk's Office

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EXHIBIT A

CORRECTED LEGAL DESCRIPTION RIDER

Lots Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23) in Hayes' Re-Subdivision of Block Five (5) in Union Park Second Addition to Chicago;

ALSO:

The East one hundred and fifty (150) feet of that part of the North Half of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section Twelve (12) Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian, lying South of the center line between tracks of the Indiana Harbor Belt Railroad situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Property Address: 4820 S. Campbell Street
Chicago, Illinois 60632

Tax I.D. # 19-12-209-003-0000 *M*

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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