

SECOND AMENDMENT OF MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS
AND SECURITY AGREEMENT

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This SECOND AMENDMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (herein referred to as "this Amendment") is entered into as of December 19, 1985 by and between TEMPEL STEEL COMPANY, an Illinois corporation having its chief executive office at 5990 West Touhy Avenue, Niles, Illinois 60648 (herein, together with its successors and assigns, referred to as the "Mortgagor") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association having its principal place of business at 231 South LaSalle Street, Chicago, Illinois 60697 (herein, together with its successors and assigns, referred to as the "Mortgagee").

R E C I T A L S:

A. Restated Loan Agreement and Restated Revolving Note. The Mortgagor and Mortgagee have heretofore entered into a Credit Agreement dated as of July 7, 1981 pursuant to which the Mortgagee was to make and has made loans to the Mortgagor on a revolving basis in amounts not to exceed \$60,000,000. Said loans were evidenced by a revolving promissory note (herein referred to as the "Initial Note") made by the Mortgagor payable to the order of the Mortgagee in the principal amount of \$60,000,000.

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE, January 11, 1900.
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE
IN ANSWER TO A RESOLUTION PASSED BY THE SENATE
MAY 11, 1899.
CHAS. W. BROWN, COMMISSIONER.

THE LAND OFFICE HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF THE REPORT OF THE COMMISSIONERS OF THE LAND OFFICE IN ANSWER TO A RESOLUTION PASSED BY THE SENATE MAY 11, 1899. THE REPORT IS HEREBY SUBMITTED TO THE SENATE FOR THEIR CONSIDERATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT SPRINGFIELD, ILLINOIS, THIS 11TH DAY OF JANUARY, 1900.

CHAS. W. BROWN, COMMISSIONER.

RECORDED

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The Mortgagor and Mortgagee have heretofore entered into a certain Amendment and Restatement of Credit Agreement dated as of May 4, 1984, amending and restating the Credit Agreement (the Credit Agreement as so amended and restated is referred to herein as the "Restated Loan Agreement"), pursuant to which the Mortgagee was to make and has made loans to the Mortgagor on a revolving basis in amounts not to exceed \$55,000,000 and on a term basis in the amount of \$10,000,000. Said loans were evidenced by a promissory note made by the Mortgagor payable to the order of the Mortgagee in the principal amount of \$10,000,000 (herein referred to as the "Term Note") and by a promissory note replacing the Initial Note in a principal amount not to exceed \$55,000,000 (hereinafter referred to as the "Restated Revolving Note").

B. Amended Mortgage. Pursuant to the Credit Agreement, the Mortgagor executed and delivered to the Mortgagee a certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of July 7, 1981 encumbering the property described therein and recorded on July 10, 1981 in the Recorder's Office of Cook County, Illinois as Document No. 25933432.

Pursuant to the Restated Loan Agreement, the Mortgagor executed and delivered to the Mortgagee a certain First Amendment of Mortgage, Assignment of Leases and Rents and Security Agreement dated as of May 4, 1984, amending the

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Mortgage, Assignment of Leases and Rents and Security Agreement (the Mortgage, Assignment of Leases and Rents and Security Agreement as so amended is referred to herein as the "Amended Mortgage") and recorded on May 11, 1984 in the Recorder's Office of Cook County, Illinois as Document No. 27081821.

C. Amendments. The Mortgagor and Mortgagee have entered into a certain First Amendment to Amendment and Restatement of Credit Agreement dated as of even date herewith amending the Restated Loan Agreement (the Restated Loan Agreement as so amended and as it may hereafter be from time to time amended, supplemented or modified is referred to herein as the "Loan Agreement"). Said First Amendment to Amendment and Restatement of Credit Agreement provides, inter alia, for the Mortgagor to execute a promissory note in substitution for, but not in payment of the Restated Revolving Note, which note will evidence the same indebtedness evidenced by the Restated Revolving Note as well as \$5,000,000 of additional indebtedness of the Mortgagor to the Mortgagee.

D. This Amendment. In order that the Amended Mortgage will continue to secure the indebtedness evidenced by (i) the Restated Revolving Note, which indebtedness will be henceforth evidenced by a promissory note replacing the Restated Revolving Note and (ii) the Term Note (herein and

in the Amended Mortgage as amended hereby), the Mortgagor and Mortgagee have agreed to enter into this Amendment (the Amended Mortgage as amended by this Amendment and as it may hereafter be from time to time amended, supplemented or modified, is herein referred to as the "Mortgage").

NOW, THEREFORE, for and in consideration of Mortgagee's execution and delivery of the First Amendment to Amendment and Restatement of Credit Agreement, any loan, advance or other financial accommodation made by the Mortgagee to or for the benefit of the Mortgagor and the agreements contained herein and in the Loan Agreement, and for other good and valuable consideration, the parties hereto agree as follows:

1. Recital A of the Amended Mortgage is hereby amended to read as follows:

"A. Loan Agreement and Amount and Mortgage. The Mortgagor is the owner of the real estate which is described in the Mortgage (as hereinafter defined), of rents and leases deriving therefrom and of other property now or hereafter acquired and used or useful in connection therewith. Mortgagor and Mortgagee entered into a Credit Agreement dated as of July 7, 1981 providing for the Mortgagor's performance of certain covenants, satisfaction of certain conditions and making of certain representations and warranties and for loans and advances to be made from

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time to time by the Mortgagee to the Mortgagor on a revolving basis pursuant to the terms and conditions set out therein, in amounts not to exceed in the aggregate at any one time outstanding sixty million and no/100 dollars. The Mortgagor and Mortgagee entered into an Amendment and Restatement of Credit Agreement dated as of May 8, 1984 (herein referred to as the "Amendment and Restatement"; the Credit Agreement as amended and restated by the Amendment and Restatement is herein referred to as the "Restated Loan Agreement") providing, inter alia, for (i) loans to be made from time to time by the Mortgagee to the Mortgagor on a revolving basis (herein referred to as the "Revolving Loans") in amounts not to exceed in the aggregate at any one time outstanding fifty-five million and no/100 dollars for all such Revolving Loans and for the aggregate amount outstanding of reimbursement under any letters of credit (herein referred to as "Letters of Credit") that may be issued by the Mortgagee for the account of the Mortgagor, and (ii) a term loan (herein referred to as the "Term Loan") in the principal amount of ten million and no/100 dollars. The Restated Loan Agreement provides that the sum of (a) the outstanding principal amount of the Term Loan, plus (b) the aggregate principal amount of all Revolving Loans which the Mortgagee is committed to have outstanding under the Restated Loan Agreement, plus (c) the aggregate outstanding amount of

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all Letters of Credit, shall not at any one time exceed sixty-five million and no/100 dollars. The Mortgagor and Mortgagee have entered into a First Amendment to Amendment and Restatement of Credit Agreement (herein referred to as the "First Amendment"; the Restated Loan Agreement as amended by the First Amendment, and as it may hereafter be from time to time amended, supplemented or modified, is herein referred to as the "Loan Agreement") dated as of even date herewith providing for Revolving Loans in amounts not to exceed in the aggregate at any one time outstanding SIXTY MILLION AND NO/100 DOLLARS (\$60,000,000.00) for all such Revolving Loans. The Loan Agreement provides that the sum of (a) the outstanding principal amount of the Term Loan plus (b) the aggregate principal amount of all Revolving Loans which the Mortgagee is committed to have outstanding under the Loan Agreement, plus (c) the aggregate outstanding amount of all Letters of Credit, shall not at any one time exceed SEVENTY MILLION AND NO/100 DOLLARS (\$70,000,000.00) (herein referred to as the "Loan Amount"). The Loan Amount includes, and, except for an additional \$5,000,000, is not in addition to, amounts advanced pursuant to the Restated Loan Agreement. Pursuant to the terms of the Loan Agreement, the Mortgagor has executed and delivered to Mortgagee a certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of July 7, 1981 encumbering

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all letters of credit...
along with...
Mortgages...
and...
the "Mortgage..."
executed by the...
from time to time...
herein related to...
data herewith...
to entered in...
MILITARY AND...
Favoring...
of (a) the...
plus (b) the...
loans which...
under the...
amount of all...
exceed...
(herein...)
indicated...
in addition...
loan agreement...
agreement...
Mortgages...
and Security...

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the property described therein and recorded on July 10, 1981 in the Recorder's Office of Cook County, Illinois as Document 25933432 (herein referred to as the "Initial Mortgage"), a certain First Amendment of Mortgage, Assignment of Leases and Rents and Security Agreement dated as of May 4, 1984 there recorded on May 11, 1984 as Document 27081825 (herein referred to as the "First Amendment to Mortgage"), and a certain Second Amendment of Mortgage, Assignment of Leases and Rents and Security Agreement dated as of December 19, 1985 (herein referred to as the "Second Amendment to Mortgage"; the Initial Mortgage as amended by the First Amendment to Mortgage and the Second Amendment to Mortgage, and as it may hereafter be from time to time amended, supplemented or modified, is herein referred to as the "Mortgage"). Any references to the term "Mortgage, Assignment of Leases and Rents and Security Agreement" in any documents evidencing or securing the indebtedness in the Loan Agreement shall be deemed references to the Mortgage."

2. Recital B of the Amended Mortgage is amended hereby to read as follows:

"B. Note, Principal and Interest. Pursuant to the Credit Agreement, the Mortgagor has executed and delivered to Mortgagee a revolving promissory note dated of even date with the Credit Agreement, payable to the order of the Mortgagee at its principal place of business on or before

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the property described therein and recorded on July 10, 1981
in the Recorder's Office of Cook County, Illinois as
Document 2191342. It is hereby certified that the "Initial
Mortgage," a certain First Mortgage of Mortgage,
Assignment of Interest and Security Agreement dated
as of May 4, 1980, there recorded on July 11, 1980 as Document
2191342 (hereinafter referred to as the "Initial Mortgage"),
and a certain Second Mortgage of Mortgage,
Assignment of Interest and Security Agreement dated
as of December 11, 1980 (hereinafter referred to as the "Second
Mortgage") are hereby assigned to the assignee named in
the First Amendment to Mortgage and Security Agreement to
Mortgage, and as to any interest therein to the
assignee, equipment and other personal property related to the
the "Mortgage") and the "Second Mortgage".
Assignment of Interest and Security Agreement" in
any documents filed in Cook County, Illinois in the
loan agreement shall be deemed a part of the "Mortgage".
2. The initial and second mortgages are amended hereby
to read as follows:
"2.1. The Initial Mortgage is hereby assigned to the
Credit Agreement, and the proceeds therefrom and delivered
to Mortgagee's relative question of even date
with the Credit Agreement, and the order of the
Mortgagee as its principal place of business as of before

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the Termination Date (as that term is defined in the Credit Agreement) in the maximum principal amount of \$60,000,000.00 (herein, such revolving promissory note shall be called the "Initial Note"). Pursuant to the Restated Loan Agreement, the Mortgagor has executed and delivered to the Mortgagee the following: (i) a revolving promissory note dated as of July 7, 1981, payable to the order of the Mortgagee on or before June 30, 1989 in the maximum principal amount of \$55,000,000.00 amending and restating the Initial Note in its entirety (herein, such note shall be called the "Restated Revolving Note"), and (ii) a term note dated the date of the Term Loan (defined as in the Loan Agreement), payable to the order of the Mortgagee in the principal amount of \$10,000,000.00, the final installment of which is due and payable on June 30, 1989 (herein such note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof or which may evidence any of the indebtedness evidenced by said note shall be called the "Term Note"; the Restated Revolving Note and Term Note are sometimes herein referred to in the collective singular as the "Restated Note"). The Term Note and the Restated Revolving Note each bear interest as provided in the Restated Loan Agreement.

Pursuant to the Loan Agreement, the Mortgagor has executed and delivered to the Mortgagee a further restated

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the termination date for this loan is defined in the Credit
Agreement) in the amount of \$50,000.00.
(hereinafter referred to as the "Loan") shall be called the
"Initial Note". Pursuant to the Reverse Loan Agreement,
the Mortgagee has executed and delivered to the Mortgagee
the following: (1) a promissory note dated as to
July 3, 1981, payable to the order of the Mortgagee in the
amount of \$50,000.00, and (2) a promissory note dated as to
before June 30, 1981, in the amount of \$50,000.00, and
\$50,000.00, and (3) a promissory note dated as to
its entirety (hereinafter referred to as the "Reverse Loan")
"Reverse Loan" shall be called the "Reverse Loan" and shall be
date of the Reverse Loan (as defined in the Reverse Loan Agreement),
payable to the order of the Mortgagee in the principal
amount of \$10,000.00, and (4) a promissory note of which is
due and payable on July 3, 1981, hereinafter referred to as the
with any and all payments in accordance therewith,
extensions thereof and other matters may be taken in whole or
partial payment, satisfaction or release thereof or which
may constitute any of the obligations assumed by said note
shall be called the "Reverse Loan" and shall be referred to as the
and Term Note and a mortgage thereon referred to in the
collective singular as the "Reverse Loan". The Term Note
and the Reverse Loan shall be referred to as the "Reverse Loan"
provided in the Reverse Loan Agreement.
Pursuant to the Reverse Loan Agreement, the Mortgagee has
executed and delivered to the Mortgagee a further stated

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revolving promissory note dated of even date hereof, payable to the order of the Mortgagee on or before June 30, 1989 in the maximum principal amount of \$60,000,000.00, such revolving promissory note in substitution for, but not in payment of the Restated Revolving Note (herein, such note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof or which may evidence any of the indebtedness evidenced by said note, shall be called the "Revolving Note"). The Revolving Note evidences new indebtedness of the Mortgagor to the extent of \$5,000,000 and to the extent of \$55,000,000 evidences indebtedness previously evidenced by the Restated Revolving Note (the Revolving Note and the Term Note are herein referred to in the collective singular as the "Note")."

3. The first paragraph of Recital E of the Amended Mortgage is hereby amended to read as follows:

"E. The Liabilities. Mortgagor has agreed to make the Mortgage to the Mortgagee, for the purpose of securing the following (herein sometimes collectively called the "Liabilities"): (i) the payment of the principal of and interest on the Note; (ii) the performance of the covenants, obligations and agreements (and the truth of all representations and warranties) of the Mortgagor pursuant to the Loan Agreement, the Note, the Mortgage and the other

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receiving promissory note dated 11 days after receipt, payable
to the order of the Mortgagee on or before June 30, 1989 in
the maximum principal amount of \$2,000,000.00, such
receiving promissory note to be subject to and not in
payment of the limited liability of a (hereinafter, such note,
together with any and all amendments or supplements thereto,
extension thereof and any other instrument in which or
which received, assigned or otherwise transferred or which
may evidence any of the indebtedness referred to in said note,
shall be called the "Mortgage Note" and the "Mortgage Note"
evidences now and hereafter the indebtedness to the extent of
\$2,000,000.00 and to the extent of any other evidence
indebtedness previously evidenced by the "Mortgage Note" referred
to herein (the "Mortgage Note" and the "Mortgage Note" herein
referred to in the official program as the "Mortgage").

3. The first principal of Section 2 of the amended
Mortgage is hereby amended to read as follows:

3.1. The liability of the Mortgagee has agreed to make the
Mortgagee the beneficiary of the proceeds of securing the
following indebtedness and to be obligated to the
"Mortgagee" (i) on payment of the principal of and
interest on the Note (ii) the performance of the covenants,
obligations and duties of the Mortgagee under the
representations and warranties of the Mortgagee entered to
the Loan Agreement, the Note, the Mortgage and the other

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Security Agreements; (iii) repayment of any advances or expenses of Mortgagee to protect the Collateral (hereinafter defined), performance of any obligation of Mortgagor hereunder or collection of any amount owing to Mortgagee which is secured hereby; (iv) all amounts payable by the Mortgagor to the Mortgagee with respect to the Letters of Credit; and (v) the prompt payment or performance of any and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, of the Mortgagor to the Mortgagee pursuant to or in connection with the Loan Agreement (provided, however, that the maximum amount included within the Liabilities on account of principal advances made by the Mortgagee to or for the account of the Mortgagor shall not exceed twice the Loan Amount, plus the total of all advances made by the Mortgagee to protect the Collateral and the security interest and lien created hereby, plus interest on all of the foregoing, and plus all costs of enforcement and collection of this Mortgage and the other Liabilities)."

4. The Mortgagor confirms for the benefit of the Mortgagee that the Amended Mortgage, as amended hereby, secures the payment of principal of and interest on the Note and all of the other Liabilities (all as defined in the

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Mortgage) and that future advances shall have the same priority as if advanced at the date of this Amendment and in furtherance thereof, does hereby CONFIRM, MORTGAGE, GRANT, CONVEY, TRANSFER and ASSIGN UNTO Mortgagee, its successors and assigns, and does hereby grant to Mortgagee and its successors and assigns, forever, a continuing security interest in and to, all of the Collateral.

5. Except as herein amended and supplemented, the Amended Mortgage is reaffirmed and shall remain in full force and effect.

WITNESS the hands and seal of the Mortgagor and the Mortgagee, at Chicago, Illinois on the day first above written.

[SEAL]

Attest:

A. J. Mulligan
Secretary

TEMPEL STEEL COMPANY

By: Tempel Smith, Jr.
Name: Tempel Smith, Jr.
Title: President

[SEAL]

Attest:

[Signature]
Banking Officer

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By: [Signature]
Name: Douglas M. Payne
Title: V.P.

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This instrument was prepared by and upon recordation
should be returned to:

Rochelle B. Price
Mayer, Brown & Platt
231 South LaSalle Street
Chicago, Illinois 60604

BOX 333 - HV

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This instrument was prepared by and upon recordation should be returned to:

Rochelle B. Price
Mayer, Brown & Blair
131 South LaSalle Street
Chicago, Illinois 60602

W. J. ...

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, ROBERTA MEYERS, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Douglas M. Payne and Edmund W. Lester personally known to me to be the vice President and Banking Officer of Continental Illinois National Bank and Trust Company of Chicago and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of January, 1986.

[Signature]
Notary Public

My Commission Expires:

My Commission Expires April 19, 1988

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COOK COUNTY, ILLINOIS
PROPERTY RECORD

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE
JANUARY 10, 1900
REPORT OF THE
COMMISSIONER OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE
MAY 15, 1899
RELATIVE TO THE
LANDS BELONGING
TO THE STATE OF
ILLINOIS

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Karla J. Carey, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Tempel Smith, Jr., personally known to me to be the President of TEMPEL STEEL COMPANY, an Illinois corporation, and Anne T. Mulligan, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation [as Trustee as aforesaid] as their free and voluntary act, and as the free and voluntary act and deed of said corporations's President, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of December, 1985.

Karla J. Carey
Notary Public

My Commission Expires:

4-19-88

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STATE OF ILLINOIS

COUNTY OF COOK

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to be and for the benefit of the public in and for
said County, in the State of Illinois, DO HEREBY CERTIFY THAT
said [Name] is a duly qualified and qualified person to be the
President of [Name] COMPANY, as

Illinois corporation, and
personally known to me to be a person of good character and
Secretary of said [Name] COMPANY, and a person of good character
to be the same person as the person named in the above
to be the same person as the person named in the above
and a duly qualified and qualified person to be the
President and
corporation, the said [Name] COMPANY, and a person of good character
corporation to be the same person as the person named in the above
given by the Board of Directors of said [Name] COMPANY (as
Trustee as aforesaid) to be the same person as the person named
as the President and Secretary of said [Name] COMPANY, for the
corporation's
use and purposes thereof set forth in the

GIVEN under my hand and official seal this 19th day
of November, 1988.

Henry Public

My Commission Expires

1989-11-19

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