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WHEREAS, the Mortgage secures, among other things, the indebtedness evidenced by that certain Second Amendment and Restated Secured Demand Promissory Note, dated May 23, 1985, made and executed by Borrower to the order of Lender in the original principal amount of \$10,000,000.00, evidencing loans and advances made from time to time by Lender to or for the benefit of Borrower under a revolving line of credit made and extended by Lender pursuant to the terms and provisions of that certain Loan and Security Agreement and Revolving Loan Agreement (hereinafter and in the Mortgage collectively called the "Loan Agreement"), each dated May 8, 1984, as amended, between Borrower and Lender, and all other instruments, agreements or documents referred to or contemplated thereby (the Loan Agreement and all such other instruments, agreements or documents being hereinafter and in the Mortgage collectively called the "Loan Documents");

WHEREAS, on May 23, 1985, Borrower and Lender executed a Second Amendment to the Mortgage, which Second Amendment was recorded on June 11, 1985, as Document No. 85055949, in the Office of the Recorder of Cook County, Illinois;

WHEREAS, on October 31, 1984, Borrower and Lender executed a First Amendment to the Mortgage, which First Amendment was recorded on January 10, 1985, as Document No. 27402530, in the Office of the Recorder of Cook County, Illinois;

WHEREAS, on May 8, 1984, Borrower executed in favor of Lender a Mortgage and Security Agreement ("Mortgage") covering certain real and personal property located in Cook County, Illinois, and more particularly described therein, which Mortgage was recorded on May 21, 1984, as Document 27082841, in the Office of the Recorder of Cook County, Illinois;

WITNESSETH:

THIS THIRD AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("Amendment"), made and executed this day of May, 1987, by and between W. R. HUBBELL STEEL CORPORATION, an Illinois corporation ("Borrower"), and FIRST UNION COMMERCIAL CORPORATION, a North Carolina corporation ("Lender");

THIRD AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

Kenneth M. Greene, Esq.
Caruthers & Roth, P.A.
Post Office Box 540
Greensboro, North Carolina 27402

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MAY 23 PM 12:18

This instrument prepared by:

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THIS DOCUMENT IS BEING RE-RECORDED
TO CORRECT THE NOTARIES'
ACKNOWLEDGMENTS.

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"(a) The indebtedness evidenced by that certain Second Amended and Restated Secured Demand Promissory Note ("Demand Note"), dated May 23, 1985, made and executed by Borrower to the order of Lender in the original principal amount of \$10,000,000.00, bearing interest at the rate of one-half percent (0.50%) in excess of the interest rate announced from time to time by First Union National Bank of North Carolina as its prime rate, evidencing loans and advances now or from time to time hereafter made by Lender to or for the benefit of Borrower under a revolving line of credit made and extended by Lender to Borrower pursuant to the terms and provisions of that certain loan

(a) On page 3, subparagraphs (a), (b) and (c) are deleted in their entirety and the following subparagraphs (a), (b), (c) and (d) are substituted in lieu thereof:

1. The Mortgage, as previously amended by the First and Second Amendments thereto, is hereby amended as follows:

NOW, THEREFORE, for and in consideration of the premises and of other good and valuable considerations, the receipt and sufficiency whereof is hereby expressly acknowledged, Borrower and Lender do hereby agree as follows:

WHEREAS, Borrower has agreed to secure the due, prompt and complete payment and performance of each and every obligation, covenant and agreement of Borrower or Capricorn contained in the Capricorn Loan Agreement, the Guaranty and any other instruments now or hereafter evidencing and/or securing the obligations evidenced by the Guaranty and the Loan Agreement;

WHEREAS, Borrower has agreed to grant the credit to Capricorn contemplated hereby, Borrower has executed and delivered to Lender a Guaranty and Security Agreement ("Guaranty"), dated of even date herewith, whereby Borrower has unconditionally guaranteed the payment and performance of all "obligations" (as defined in the Guaranty) of Capricorn to Lender, including, without limitation (a) the payment of that certain Secured Promissory Note of Capricorn, dated of even date herewith, in the original principal amount of \$50,000.00, and (b) the due, prompt and complete observance and performance of all of the obligations, covenants and agreements contained in the Capricorn Loan Agreement and any and all other loan and financing documents now or hereafter executed by Capricorn; and

WHEREAS, Capricorn II, Inc. ("Capricorn"), an Illinois corporation and an affiliated company of Borrower, and Lender are parties to that certain Loan and Security Agreement, dated of even date herewith ("Capricorn Loan Agreement"), whereby subject to the terms and provisions thereof, Lender has agreed to grant certain credit accommodations to Capricorn;

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(d) All "Obligations" of Capricorn to Lender, as such term is defined in the Guaranty, whether now existing or hereafter arising and owing by Capricorn to Lender, however created, incurred or evidenced, and whether arising under the Capricorn Loan Agreement, the Term Note, the Guaranty, this Mortgage or the other Capricorn Loan Documents.

(c) The indebtedness evidenced by that certain Secured Installment Promissory Note ("Installment Note") dated of even date with the Third Amendment to this Mortgage, made and executed by Capricorn II, Inc. ("Capricorn"), an Illinois corporation affiliated with Borrower, to the order of Lender in the original principal amount of \$500,000.00, bearing interest at the rate of one-half percent (0.50%) in excess of the interest rate announced from time to time by First Union National Bank of North Carolina as its prime rate, evidencing a term loan made by Lender to Capricorn pursuant to the terms and provisions of that certain Loan and Security Agreement ("Capricorn Loan Agreement"), dated of even date therewith, between Capricorn and Lender, and all other instruments, agreements or documents referred to or contemplated thereby (the Capricorn Loan Agreement and all other such instruments, agreements or documents being hereinafter collectively called the "Capricorn Loan Documents"), which has been unconditionally guaranteed by Borrower pursuant to its Guaranty and Security Agreement ("Guaranty"), dated of even date therewith (the Capricorn Loan Agreement, the Guaranty and all other instruments, agreements or documents referred to or contemplated thereby being hereinafter collectively called the "Capricorn Loan Documents"); and

(b) All "Obligations" of Borrower to Lender, as such term is defined in the Borrower Loan Agreement, whether now existing or hereafter arising and owing by Borrower to Lender, however created, incurred or evidenced, and whether arising under the Loan Agreement, the Demand Note, this Mortgage or the other Borrower Loan Documents;

and Security Agreement and Revolving Loan Agreement (collectively called the "Borrower Loan Agreement"), each dated May 8, 1984, as amended, between Borrower and Lender, and all other instruments, agreements or documents referred to or contemplated thereby (the Borrower Loan Agreement and all other such instruments, agreements or documents being hereinafter collectively called the "Borrower Loan Documents");

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[CORPORATE SEAL]

Assistant Secretary

Junda H. Wright

ATTEST:

By: *William N. [Signature]*
Title: *Vice President*

FIRST UNION COMMERCIAL
CORPORATION

[CORPORATE SEAL]

Secretary

[Signature]

ATTEST:

By: *[Signature]*
Title: *[Signature]*

WM. R. HUBBELL STEEL CORPORATION

IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment to be duly executed by their duly authorized corporate officers and their corporate seals to be hereunto affixed on the day and year first above written.

2. Except as herein amended, the Mortgage, as previously amended by the first and second Amendments thereto, and each and every term and provision thereof shall remain unchanged and in full force and effect.

(b) Section 1.14, Future Indebtedness of Borrower, in lines eight and nine, the words and figure "Eleven Million Six Hundred Thousand Dollars (\$11,600,000.00)" are deleted and in lieu thereof are substituted the words and figure "Twelve Million One Hundred Thousand Dollars (\$12,100,000.00)".

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Given under my hand and notarial seal this 28th day of September, 1987.

Walter M. [Signature]
Notary Public

My commission expires: 1/5/88

I, Diane M. Pastinski, a Notary Public in and for and residing in said state and county, do hereby certify that William H. Hubbell and Atzel L. Walker, respectively, of WM. R. HUBBELL STEEL CORPORATION, an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing Third Amendment to Mortgage and Security Agreement as such President and Secretary appeared before me this day in person and acknowledged that they signed and delivered said Third Amendment to Mortgage and Security Agreement as their own and free voluntary acts and as the free and voluntary act of said corporation for the uses and purposes therein set forth; that the Secretary acknowledged that he, as custodian of the corporate seal of said corporation, did affix said corporate seal to said Third Amendment to Mortgage and Security Agreement as his own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

STATE OF ILLINOIS
COUNTY OF COOK

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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Linda L. G. Cienny, a Notary Public
 in and for and residing in said state and county, do hereby
 certify that Glenn N. Poole, Jr. and
Linda H. Minter, Vice President
 and Assistant Secretary, respectively, of FIRST UNION
 COMMERCIAL CORPORATION, a North Carolina corporation, personally
 known to me to be the same persons whose names are subscribed to
 the foregoing Third Amendment to Mortgage and Security Agreement
 as such Vice President and Assistant Secretary,
 appeared before me this day in person and acknowledged that they
 signed and delivered said Third Amendment to Mortgage and
 Security Agreement as their own and free voluntary acts and as
 the free and voluntary act of said corporation for the uses and
 purposes therein set forth; that the Secretary acknowledged that
 he, as custodian of the corporate seal of said corporation, did
 affix said corporate seal to said Third Amendment to Mortgage
 and Security Agreement as his own free and voluntary act and as
 the free and voluntary act of said corporation for said uses and
 purposes.

Given under my hand and notarial seal this 15TH day of
 September, 1987.

L. G. Cienny
 Notary Public

My commission expires: 11/24/90

Mecklenburg County Clerk's Office

11/24/90

Handwritten notes:
 with a copy of the
 original
 11/24/87
 Mr. Edward Halstern

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