

7 1 1 9 8 8 0

This instrument prepared by:

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

1988 APR 12 PM 1:28

88150330

FOURTH AMENDMENT  
TO MORTGAGE AND SECURITY AGREEMENT

2302

71-24-398 D1

THIS FOURTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("Amendment"), made and executed this 21 day of March, 1988, by and between WM. R. HUBBELL STEEL CORPORATION, an Illinois corporation ("Borrower"), and FIRST UNION COMMERCIAL CORPORATION, a North Carolina corporation ("Lender");

WITNESSETH:

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 11, 1984, as Document 27082841, 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 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 August 25, 1987, Borrower and Lender executed a Third Amendment to the Mortgage, which Third Amendment was recorded on August 28, 1987, as Document No. 87474935, and rerecorded on October 13, 1987, as Document No. 87551809, in the office of the Recorder of Cook County, Illinois;

WHEREAS, the Mortgage secures, among other things, the indebtedness evidenced by that certain Second Amended and Restated Secured Demand Promissory Note ("Second Restated 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 to Borrower 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,

88150330

# UNOFFICIAL COPY

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, pursuant to a Fifth Amendment to the Loan Agreement, dated of even date herewith, Lender has increased the revolving line of credit made and extended by Lender to Borrower under the Loan Agreement from the sum of \$10,000,000.00 to the sum of \$15,000,000.00, and the Second Restated Note has been amended and restated in its entirety pursuant to that certain Third Amended and Restated Secured Demand Promissory Note ("Third Restated Demand Note"), dated of even date herewith, made and executed by Borrower to the order of Lender in the original principal amount of \$15,000,000.00; and

WHEREAS, it has been agreed that the Third Restated Demand Note shall continue to be secured by the Mortgage;

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:

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

(a) On page three, subparagraphs (a) and (b) are amended as follows:

(i) All references in subparagraphs (a) and (b) to the Second Amended and Restated Secured Demand Promissory Note in the original principal amount of \$10,000,000.00 shall hereafter mean and refer to the Third Restated Demand Note in the original principal amount of \$15,000,000.00; and

(ii) In line five of subparagraph (a), the figure "\$10,000,000.00" is deleted and in lieu thereof is substituted the figure "\$15,000,000.00".

(b) Section 1.14, Future Indebtedness of Borrower, in lines eight and nine, the words and figure "Twelve Million One Hundred Thousand Dollars (\$12,100,000.00)" are deleted and in lieu thereof are substituted the words and figure "Seventeen Million One Hundred Thousand Dollars (\$17,100,000.00)".

# UNOFFICIAL COPY

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

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.

WM. R. HUBBELL STEEL CORPORATION

By: *Wm. R. Hubbell*  
Title: *President*

ATTEST:

*Alfred K. Walker*  
Secretary

[CORPORATE SEAL]

FIRST UNION COMMERCIAL CORPORATION

By: *Paul J. Murray*  
Title: *Vice-President*

ATTEST:

*Wayne J. Roberts*  
Assistant Secretary

[CORPORATE SEAL]

P.I.N. 12-19-400-113 7P  
12-19-400-138

11305 Franklin Avenue  
Franklin Park IL 60131

1 OF THE SET

DEC 19-40-12  
3

88150330

# UNOFFICIAL COPY

STATE OF ILLINOIS

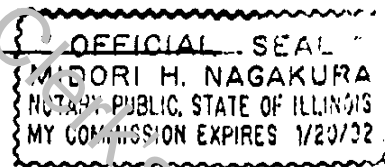
COUNTY OF COOK

I, MIDORI H. NAGAKURA, a Notary Public in and for and residing in said State and County, do hereby certify that WM. R. HUBBELL, and ALFRED L. WALKER, PRESIDENT and SECRETARY, 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 Fourth 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 Fourth 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 Fourth 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 13 day of March, 1988.

Midori H. Nagakura  
Notary Public

My commission expires: 1/30/92



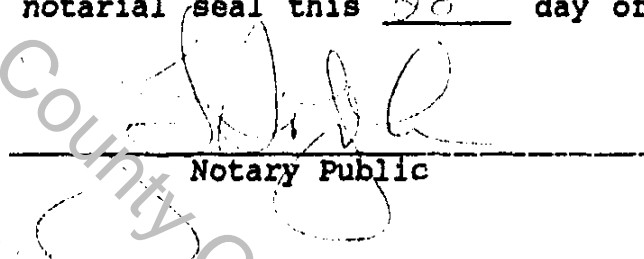
# UNOFFICIAL COPY

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, MARY F. HUBBELL, a Notary Public in and for and residing in said state and county, do hereby certify that JANE M. MOON and LIANE F. ROBINSON, THE PRESIDENT and ASST. 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 Fourth 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 Fourth 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 Assistant Secretary acknowledged that he, as custodian of the corporate seal of said corporation, did affix said corporate seal to said Fourth 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 28<sup>th</sup> day of March, 1988.

  
 \_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_

Return to:  
 Hopkins & Sutter  
 Three First Wall Plaza  
 attn: Christopher Knight  
 Chgo IL 60602

hubbell.fa  
 8/kmg/3-18-88 (fucc8)