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AMENDMENT TO SECOND MORTGAGE

This Amendment to Second Mortgage ("Amendment"), dated the 21 day of July, 1990, made by The Bruss Company, an Illinois corporation ("Mortgagor"), to E. Donald Heymann ("EDH"), Ellard Pfaelzer, Jr. ("EP") and Robert Leopold, Jr., as Trustee of The Robert Leopold, Jr., Trust U/T/A dated September 23, 1988 (the "RL Trust") (EDH, EP and the RL Trust are herein collectively referred to as "Lender").

RECITALS

A. Mortgagor has previously issued its Subordinated Promissory Notes, dated November 16, 1989, to Lender (the "Subordinated Notes") under the Stock Purchase Agreement, dated as of November 16, 1989, by and among Mortgagor, Lender and others.

B. As security for the Subordinated Notes, on November 16, 1989, Mortgagor executed and delivered to Lender a Second Mortgage (the "Mortgage") of that real property located in Cook County, Illinois and more specifically defined in Exhibit A hereto (the "Real Estate"). The Mortgage was recorded November 17, 1989 as Document No. 89551014 with the office of the Recorder of Deeds, Cook County, Illinois and filed November 17, 1989 as Document No. LR3841328.

C. The parties desire to amend the Mortgage upon the terms hereinafter provided.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lender agrees that in the event of any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Mortgagor or the proceeds thereof to the creditors of Mortgagor or readjustment of the obligations and indebtedness of Mortgagor, whether by reason of liquidation, bankruptcy, arrangements, receivership, assignment for the benefit of creditors, or upon the dissolution or other winding up of Mortgagor's business, then, and in any such event,

1.1 all obligations, liabilities and indebtedness of Mortgagor actually due and owing to its trade creditors incurred in the ordinary course of Mortgagor's business, whether now existing or hereafter arising, shall be fully paid and satisfied (all such obligations, indebtedness and

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liabilities of Mortgagor to trade creditors being hereinafter referred to as the "Trade Debt") prior to the payment of all or any part of the Subordinated Notes, and

1.2 any payment or distribution of any kind or character, whether in cash, securities or other property or whether arising out of the proceeds of the Real Estate, which shall be payable or deliverable upon or with respect to all or any part of the Subordinated Notes shall be paid or delivered forthwith directly to the trade creditors for application on the Trade Debt until the Trade Debt shall have first been fully paid and satisfied. Subject to applicable law, after such payment to the trade creditors, any remaining funds shall be paid to the holders of the Subordinated Notes as a class until the Subordinated Notes have been paid in full.


2. Except as otherwise modified by this Amendment, the remaining provisions of the Mortgage are hereby ratified and affirmed.

THE BRUSS COMPANY

By: 

Robert E. Anderson, President

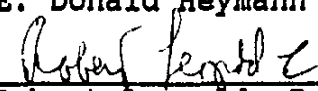
Attest:


Ross W. Menire, Assistant Secretary

Above terms agreed to this 31 day of July, 1990:


Ellard Pfaelzer, Jr.


E. Donald Heymann


Robert Leopold, Jr., not personally but solely as Trustee of the Robert Leopold, Jr., Trust U/T/A dated September 23, 1988

This instrument was prepared by and should be returned to:
Jean M. Einstein
224 East Ontario
Chicago, IL 60611

[Notaries on following page]

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EXHIBIT A

LEGAL DESCRIPTION

Common Address: 3548 North Kostner Avenue, Chicago, Cook County, Illinois

(OWNER: LaSalle National Bank, a national banking association, as Successor Trustee to Exchange National Bank of Chicago, not personally or individually, but solely as Trustee under Trust Agreement dated April 25, 1975 and known as Trust No. 10-30058-09)

PARCEL 1:

. DEPT-01 RECORDING \$16.25
. T#4444 TRAN 0003 03/17/90 15:28:00
. #6147 + D *-90-403788
. COOK COUNTY RECORDER

The North 293.10 feet of the South 694.14 feet of the North 727.14 feet of that part of the East half (1/2) of the East half (1/2) of the East half (1/2) of the Southwest quarter (1/4) of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, lying North and East of the Chicago, Milwaukee and St. Paul Railroad, excepting from the above described tract the North 125.0 feet of the East 167.5 feet thereof; and the East 33 feet of the South 168.10 feet of the North 293.10 feet thereof;

PARCEL 2:

The North 125 feet of the South 401.04 feet of the North 727.14 feet measured on the East line (except the East 33 feet thereof) of that part of the East half (1/2) of the East half (1/2) of the East half (1/2) of the Southwest quarter (1/4) of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, lying North and East of the Chicago, Milwaukee and St. Paul Railroad;

PARCEL 3:

All that part of the North West quarter of the East quarter of the South West quarter of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, lying East and North of the right of way of the Chicago, Milwaukee and St. Paul Railroad, in Cook County, Illinois.

Approximate number of square feet of Land:

Permanent Index Numbers(s): 13-22-306-002
13-26-306-008
13-22-306-010

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Property of Cook County Clerk's Office

Juan M. Einstein
244 E Ontario
Chicago, IL 60611

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