

FIRST AMENDMENT TO
MORTGAGE, ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT

This First Amendment, dated as of June 1, 1990, is entered into between Industrial Maintenance Welding & Machining Company, Inc., an Indiana corporation (the "Mortgagor"), and LaSalle National Bank, a national banking association (the "Mortgagee").

WHEREAS, the Mortgagor and the Mortgagee have previously entered into a Mortgage, Assignment of Rents and Security Agreement dated as of May 25, 1989 and recorded June 5, 1989 as Document No. 89253529 and filed in the Office of the Registrar of Titles June 5, 1989 as Document No. LR3799665 (the "Agreement") to provide collateral security for the Mortgagor's obligations to the Mortgagee, including, without limitation, the Mortgagor's obligations arising under the Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of May 25, 1989; and

WHEREAS, the Mortgagor and the Mortgagee have agreed to, inter alia, restructuring the collateral documents securing the Mortgagor's obligations to the Mortgagee to associate specified collateral with specified loans, all pursuant to the terms of a Third Amended and Restated Revolving Credit and Term Loan Agreement dated concurrently herewith (the "Loan Agreement"); and

WHEREAS, the Mortgagee's commitments under the Loan Agreement are conditioned on the Mortgagor's execution of this First Amendment;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Capitalized terms used herein without definition will have the meanings given such terms in the Agreement.
2. The recital paragraph is amended in its entirety to read and provide as follows:

"WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of One Million Dollars (\$1,000,000) on a term loan basis as evidenced by a term note dated as of May 25, 1989 (the "Term Note IV" or the "Notes", which term shall include any and all renewals, refinancings and replacements thereof and therefor), whereby Mortgagor promises to pay said principal sums, together with interest thereon, from the date thereof, as set forth therein, at the office of the Mortgagee, or at such other place as may be designated in writing by the legal holder thereof, until the entire principal balances and accrued interest thereon have been paid."

3. The paragraph of the Agreement immediately following the recital paragraph (beginning "NOW, THEREFORE..." and preceding "TOGETHER WITH:") is amended in its entirety to read and provide as follows:

"NOW, THEREFORE, to secure the payment of the principal sum and interest thereon as evidenced by the Notes, and any and all renewals, refinancings and replacements thereof and therefor, the performance of the covenants and agreements contained in this Mortgage, the Notes and any other documents executed pursuant thereto (the "Other Documents") and any advances made by Mortgagee as provided herein, Mortgagor does by these presents grant, transfer, bargain, set over, remise, release, assign, alien, warrant, pledge, sell, convey, and mortgage unto Mortgagee, its successors and assigns forever, the real estate described in Exhibit A attached hereto and made a part hereof (the "Real Estate") and all of Mortgagor's estate, right, title, and interest therein situated in the County of Cook and State of Illinois;"

4. References in the Loan Agreement to the "Loan Agreement" shall hereafter be deemed to refer to the Third Amended and Restated

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Revolving Credit and Term Loan Agreement dated as of June 1, 1990, as the same may hereafter be amended.

5. Terms used herein and in the Mortgage in the plural should be deemed to include the singular, and the singular, the plural.
6. The Mortgagor represents and warrants to the Mortgagee that:
 - a. On the date hereof, the Mortgagor is in compliance with all of the terms and provisions set forth in the Agreement (as modified by this First Amendment) on its part to be observed or performed, and no event of default specified in Section 21 of the Agreement, nor any event which, upon notice or lapse of time, or both, would constitute such an event of default, has occurred.
 - b. On the date hereof, the representations and warranties set forth in the Agreement (as modified by this First Amendment) are true and correct with the same effect as if such representations and warranties had been made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date.
 - c. On the date hereof, the Mortgagor has complied with and is in compliance with all of the covenants set forth in the Agreement.
7. The Agreement, as modified by this First Amendment, is ratified and confirmed in all respects as though re-executed on the date hereof.

IN WITNESS WHEREOF, the Mortgagor executes this First Amendment as of the date first above written.

INDUSTRIAL MAINTENANCE WELDING
AND MACHINING COMPANY, INC.

By: *Gene Berchem*

Title: PRESIDENT

ATTEST

Matthew Salvarbi
Secretary

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Revolving Credit and Term Loan Agreement dated as of this 1st day of 1968. The same may hereinafter be amended.

It is hereby agreed that the proceeds of the loans made hereunder shall be used for the purposes stated in the original agreement and for no other purpose.

The borrower agrees to pay to the lender the principal amount of the loans together with interest thereon as provided in the original agreement.

On the date hereof, the borrower has deposited with the lender the sum of \$100,000.00 as a security for the performance of the obligations hereunder.

The lender agrees to advance to the borrower the sum of \$100,000.00 in the form of a loan to be repaid as provided in the original agreement.

The borrower agrees to pay to the lender the sum of \$100,000.00 in the form of a loan to be repaid as provided in the original agreement.

The lender agrees to advance to the borrower the sum of \$100,000.00 in the form of a loan to be repaid as provided in the original agreement.

The borrower agrees to pay to the lender the sum of \$100,000.00 in the form of a loan to be repaid as provided in the original agreement.

The lender agrees to advance to the borrower the sum of \$100,000.00 in the form of a loan to be repaid as provided in the original agreement.

The borrower agrees to pay to the lender the sum of \$100,000.00 in the form of a loan to be repaid as provided in the original agreement.

The lender agrees to advance to the borrower the sum of \$100,000.00 in the form of a loan to be repaid as provided in the original agreement.

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STATE OF INDIANA)
) SS.
COUNTY OF LAPORTE)

I, Denessa L. Hamilton, a Notary Public, in said County, in the State aforesaid, do hereby certify that Gene Berchem, who is personally known to me to be the President of Industrial Maintenance Welding and Machining Company, Inc., and Matthew Sularski, who is personally known to me to be the Secretary of said corporation, each of whom are 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 and delivered the said instrument in their respective capacities as President and Secretary of said corporation, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Seal of Office this 23 day of July, 1990.

Denessa L. Hamilton
Notary Public

My commission expires
1/25/93

Denessa L. Hamilton
(Type in full name of Notary Public)

Return upon filing to:
Kirk P. Flores, Esq.
LaSalle National Bank
135 South LaSalle Street, Suite 1125
Chicago, Illinois 60603

KPF:vc
A61207.AGR
July 5, 1990

DEPT-01 RECORDING \$16.25
T#5555 TRAN 5438 09/13/90 09:23:00
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COOK COUNTY RECORDER

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE, January 11, 1930.
REPORT OF THE COMMISSIONERS OF THE STATE BOARD OF EDUCATION, for the year ending December 31, 1929.

Given under my hand and seal of office this 11th day of January, 1930.

By Commission Expires: 1930

Return upon filing to:
Kirk P. Rice, Esq.
Leslie National Bank
133 South LaSalle Street, Suite 1300
Chicago, Illinois 60603

Received
ASST. CLERK
July 2, 1930

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COOKING

~~EXHIBIT A~~
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PARCEL 1:

LOTS 52, 53 AND 54 IN FOWLER'S RESUBDIVISION OF PART OF THE SOUTH SIDE HOMESTEAD ASSOCIATION ADDITION, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

BLOCK 3 IN GOODMAN MANUFACTURING COMPANY'S CONSOLIDATION OF SUNDRY TRACTS OF LAND IN THE NORTH EAST 1/4 OF SECTION 8 AND THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF VARIOUS LOTS, VACATED WEST 48TH STREET AND VACATED ALLEYS IN NEWBERRY'S SUBDIVISION OF THE NORTH 1,162.65 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 (EXCEPT RAILROAD) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF BLOCKS 1 AND 2 IN GOODMAN MANUFACTURING COMPANY'S CONSOLIDATION OF SUNDRY TRACTS OF LAND IN THE NORTH EAST 1/4 OF SECTION 8 AND THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF LOT 1 IN BLOCK 4 IN NEWBERRY'S SUBDIVISION AFORESAID; THENCE NORTH 89 DEGREES, 53 MINUTES, 30 SECONDS WEST, ALONG THE NORTH LINE OF BLOCK 4, A DISTANCE OF 316.00 FEET TO THE NORTH WEST CORNER OF LOT 28 IN BLOCK 4; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 28 AND ITS SOUTHERLY EXTENSION, 140.73 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST 0.50 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST 105.03 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 30 SECONDS WEST 16.51 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 100.97 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST 4.76 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 139.69 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST 121.78 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 10.53 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST 205.47 FEET TO A POINT ON THE EAST LINE OF BLOCK 1 IN GOODMAN MANUFACTURING COMPANY'S CONSOLIDATION AFORESAID, AT A POINT 475.89 FEET SOUTH OF THE HEREINAFOVE DESCRIBED POINT OF BEGINNING; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG THE WEST LINE OF SOUTH HALSTED STREET, 475.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AS RESERVED IN DEED FROM GOODMAN EQUIPMENT COMPANY TO BANK OF RAVENSWOOD AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1986 AND KNOWN AS TRUST NUMBER 25-8327 DATED JANUARY 1, 1987 AND RECORDED FEBRUARY 5, 1987 AS DOCUMENT 87074093 OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF VARIOUS LOTS, VACATED WEST 48TH STREET AND VACATED ALLEYS

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[The main body of the document contains several paragraphs of text that are extremely faint and difficult to read. The text appears to be a formal document, possibly a legal notice or a public record, but the specific content is illegible due to the quality of the scan.]

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IN NEWBERRY'S SUBDIVISION OF THE NORTH 1,162.65 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 (EXCEPT RAILROAD) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF BLOCKS 1 AND 2 IN GOODMAN MANUFACTURING COMPANY'S CONSOLIDATION OF SUNDRY TRACTS OF LAND IN THE NORTH EAST 1/4 OF SECTION 8 AND THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF LOT 1 IN BLOCK 4 IN NEWBERRY'S SUBDIVISION AFORESAID; THENCE NORTH 89 DEGREES, 53 MINUTES, 30 SECONDS WEST, ALONG THE NORTH LINE OF BLOCK 4, A DISTANCE OF 316.00 FEET TO THE NORTH WEST CORNER OF LOT 28 IN BLOCK 4; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 28 AND ITS SOUTHERLY EXTENSION, 140.73 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST 0.50 OF A FOOT; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST 105.03 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 30 SECONDS WEST 16.51 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 100.97 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST, 4.76 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 139.69 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 30 SECONDS WEST 43.28 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 347.65 FEET; THENCE NORTH 13 DEGREES, 03 MINUTES, 32 SECONDS EAST 142.39 FEET TO THE NORTH LINE OF BLOCK 4 IN NEWBERRY'S SUBDIVISION AFORESAID; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST, ALONG SAID NORTH LINE, 18.01 FEET; THENCE SOUTH 13 DEGREES, 03 MINUTES, 32 SECONDS WEST 149.42 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 205.98 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST 20.97 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5: (WHICH IS INCLUDED IN PARCEL 3)

LOT 28 IN BLOCK 4 IN NEWBERRY'S SUBDIVISION OF THE NORTH 1,162.65 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 (EXCEPT RAILROAD) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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La Salle National Bank
135 South La Salle Street
Suite 1125
Chicago, Il 60603

09-27-09

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