

49892506

Chicago, Illinois 60697
Law Department (105/9)
231 South LaSalle Street
Continental Bank N.A.
Thomas A. Van Beckum, Esq.

This instrument was prepared by

1990 NOV 28 11 03 49

90576867

COOK COUNTY CLERK'S
FILED FOR RECORD

as the "Indebtedness" or "Secured Indebtedness"; and
"Future Advances" described below, are collectively referred to
defined in the Loan Agreement, including but not limited to the
Mortgage and all other "Loans" and "Liabilities" of Mortgagor as
or required to be paid as provided in the Loan Agreement or the
E. WHEREAS, all sums which may be at any time due or owing

the "Mortgage"); and
Agreement, as previously and hereby amended, is referred to as
Credit Mortgage, Assignment of Leases and Rents, and Security
Mortgage Amendment", dated as of March 16, 1990 (the Revolving
County, Illinois, as amended by a First Amendment ("First
1988 as document LR3699294 with the Registrar of Deeds of Cook
Recorder of Deeds of Cook County, Illinois and filed April 8,
March 9, 1988 as Document No. 88099462 in the Office of the
Security Agreement dated as of November 10, 1987 and recorded
Revolving Credit Mortgage, Assignment of Leases and Rents, and
D. WHEREAS, the Loan Agreement is secured by a certain

all loans upon demand; and
Agreement, increases or decreases, and provides for repayment of
decrease as the "Reference Rate", as defined in the Loan
accrue on the Loans at per annum rates which will increase or
C. WHEREAS, the Loan Agreement provides for interest to

and
conditions, be repaid by Mortgagor and subsequently reborrowed;
DOLLARS (\$6,000,000), which Loans may, subject to said terms and
"Loan"), in amounts not to exceed in the aggregate SIX MILLION
certain funds (collectively the "Loans" and individually a
subject to the terms and conditions of the Loan Agreement,
Agreement"). Mortgagor may request, and Mortgagee may advance,
renewed or modified, is hereinafter referred to as the "Loan
as the same has been and may in the future be amended, extended,
1990 and September 14, 1990 (which Loan and Security Agreement,
Amendment to Loan and Security Agreement dated as of March 16,
March 14, 1988 and August 31, 1988 and as further amended by
amended by Amendments to Loan and Security Agreement dated as of
Loan and Security Agreement dated as of September 8, 1987, as
E. WHEREAS, Mortgagor and Mortgagee entered into a certain

forms a portion of the premises described below; and
Exhibit A attached hereto (the "Real Estate") which Real Estate
simple title in and to all of the real estate described in
A. WHEREAS, Mortgagor is the owner and holder of fee

R E C I T A S

and assigns, called "Lender").
and Continental Bank N.A. (herein, together with its successors
North Spaulding Avenue, Chicago, Illinois 60651 ("Mortgagor")
Company, a Delaware corporation, with a mailing address at 816
September 14, 1990, between American Spring & Wire Specialty
Rents and Security Agreement, (this "Amendment") is made as of
This Second Amendment to Mortgage, Assignment of Leases and

SECOND AMENDMENT TO REVOLVING CREDIT MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT

90576867

\$18.00

2989276867

This Amendment shall be binding upon the parties and their respective successors and assigns, except as hereby expressly amended, the Revolving Credit Mortgage, Assignment of Leases and Rents, and Security Agreement shall remain in full

5. Mortgagor represents and warrants that (i) no default or breach currently exists under the Loan Agreement or the Loan Documents, and no condition exists which, with the giving of notice or the passage of time, would result in such a default or breach; and (ii) that all representations and warranties contained in the Loan Documents remain true and correct as of the date of this Amendment; and (iii) each of the foregoing recitals of this Amendment is true and correct.

6. All capitalized terms not otherwise defined herein, but defined in the Mortgage, shall have the meanings ascribed to such term in the Mortgage, wherever in the Loan Agreement or Mortgage, or any other instrument evidencing, securing, or guaranteeing the indebtedness evidenced by the Loan Agreement (herein collectively called the "Loan Documents") reference is made to any other of the Loan Documents, such reference shall be deemed a reference to the Loan Documents as hereby modified and amended.

7. Nothing contained in this Amendment shall in any way impact the Loan Agreement or Mortgage or any other security now held by the Lender to secure repayment of the indebtedness evidenced by the Loan Agreement, nor alter, waive, annul, vary or affect any provision, condition or covenant therein contained, nor affect nor impair any rights, powers or remedies under the Loan Agreement or Mortgage or other security now or hereafter held by Lender. The Mortgage and the Lender intend that all of the terms and provisions of the Loan Agreement and Mortgage shall continue in full force and effect, except as expressly modified hereby.

8. The parties intend that this Amendment shall not adversely affect the security and priority of the Mortgage to the detriment of the lender. The Loan Agreement, including the amendments to Loan Agreement dated March 14, 1988, August 31, 1988, March 16, 1990, and September 14, 1990, as the same may be extended, amended, renewed or otherwise modified in the future, shall be entitled to the security and priority of the Mortgage as of its initial execution, recording, and filing.

9. The Indebtedness and Secured Indebtedness as defined in and secured by the Mortgage expressly includes the obligations of Mortgagor under the Loan Agreement, including the amendments to Loan Agreement dated March 14, 1988, August 31, 1988, March 16, 1990, and September 14, 1990, as the same may be extended, amended, renewed or otherwise modified in the future.

10. All references in the Mortgage to the Loan Agreement shall be deemed references to the Loan Agreement as amended by the March 14, 1988, August 31, 1988, March 16, 1990, and September 14, 1990 amendments, as described in Paragraph 9 above, and all further extensions, renewals, amendments, and modifications thereof.

11. NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Lender hereby agree as follows:

12. WHEREAS, pursuant to the Amendment to Loan Agreement dated September 14, 1990, Mortgagor and Lender have agreed, among other things, to increase the interest rate on the loans, and to extend the date to which the time of credit shall be in effect to March 31, 1991 (the "Termination Date"); through Lender reserves the right to demand payment of the Loan earlier.

UNOFFICIAL COPY

9-30

force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written, by their respective officers thereunto duly authorized, and to be delivered at Chicago, Illinois.

LENDER:

MORTGAGOR:

CONTINENTAL BANK N.A.

American Spring & Wire Specialty Company

By: *John J. Keller*

By: *John P. Shov*

Title: *VP President*

Title: *President*

Attest: *John J. Keller*

Attest: *John A. Bufford*

Title: *VP President*

Title: *Asst Treasurer*

UNOFFICIAL COPY

STATE OF _____ SS.
COUNTY OF _____

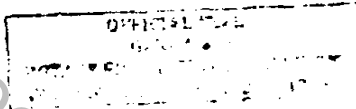
I, GARY ALLEN, Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that DALE SCHE and PATTI BUNNINGER, personally known to me to be the same persons whose names are, respectively, as President and Assistant Vice of American Spring & Wire Specialty Company, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes set forth therein, all pursuant to authority granted by the Board of Directors of said corporation.

GIVEN under my hand and notarial seal this 1 day of April, 1990.

Gary Allen
Notary Public

My Commission expires:

6-6-93



UNOFFICIAL COPY

LEGAL DESCRIPTION

Lots 8 through 10, all in "Christiana" being a subdivision of the East Half of Lot 3 in the Superior Court Partition of the East Half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, as recorded April 7, 1882 as document number 1840892 in Cook County, Illinois.

ALSO

That part of Lots 11, 12, 14, 15 and 16 in Block 3 of N. T. Wright's Subdivision of Lot 4 of the Superior Court Partition of the East Half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, as recorded October 9, 1892 as document number 61043, bounded and described as follows, to wit: commencing at the Southeast corner of Lot 16 and running thence North along the West line of North Spaulding Avenue 24 feet and 3/4 inches, more or less, to the Southwesterly line of a strip of land conveyed to Chicago Milwaukee and St. Paul Railway Company by deed from Andrew C. Butler and wife, dated April 5, 1899 and recorded April 5, 1899 as document number 2829285; Thence Northwesterly along the Southwesterly line of said strip of land to a point in the North line of Lot 12 which is 5 feet and 3 inches, more or less, East of the Northwest corner of said Lot 12; Thence West along the North line of Lot 12 to the Northwest corner of said lot, being a point in the East line of an alley; Thence South along the East line of said alley to the Southwest corner of said Lot 16 aforesaid; Thence East along the South line of Lot 16 to the place of beginning, in Cook County, Illinois.

ALSO

Lots 17 through 50 in Block 3 in N. T. Wright's Subdivision of Lot 4 of the Superior Court Partition of the East Half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, as recorded October 9, 1892 as document number 61046, in Cook County, Illinois.

ALSO

The East Half of vacated alley lying West and adjoining that part of Lots 12, 13, 14, 15, and 16 in Block 3 in N. T. Wright's Subdivision of Lot 4 of the Superior Court Partition of the East Half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, as recorded October 9, 1892 as document number 61043, bounded and described as follows, to wit: commencing at the Southeast corner of Lot 16 and running Thence North along the West line of North Spaulding Avenue, 24 feet and 3/4 inches, more or less, to the Southwesterly line of a strip of land conveyed to Chicago Milwaukee and St. Paul Railway Company, by deed from Andrew C. Butler and wife, dated April 5, 1899 and recorded April 5, 1899 as document number 2829285; Thence Northwesterly along the Southwesterly line of said strip of land to a point in the North line of Lot 12 which is 5 feet and 3 inches, more or less, East of the Northwest corner of said Lot 12; Thence West along the North line of Lot 12 to the Northwest corner of said Lot, being a point in the East line of an alley; Thence South along the East line of said alley to the Southwest corner of Lot 16 aforesaid; Thence East along the South line of Lot 16 to the place of beginning, and all of Lots 17 through 24, both inclusive, in Block 3 in N. T. Wright's Subdivision aforesaid, in Cook County, Illinois.

ALSO

All of the East Half of vacated alley lying West of and adjoining Lots 17 through 45 in Block 3 in N. T. Wright's Subdivision of Lot 4 of Superior Court Partition of the East Half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, as recorded October 9, 1892 as document number 61046, in Cook County, Illinois.

20250905

UNOFFICIAL COPY

ALSO 9 0 7 0

All of the vacated alley lying North and adjoining Lots 46 to 50 in Block 3 in N. T. Wright's Subdivision of Lot 4 of Superior Court Partition of the East Half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, as recorded October 9, 1892 as document number 61046, in Cook County, Illinois.

ALSO

All of the West Half of vacated alley lying East of and adjoining Lots 5 to 37, in "Christiana" being a subdivision of the East Half of Lot 5 in Superior Court Partition in the East Half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, as recorded April 7, 1882 as document number 1640592, (except therefrom that part of said West Half of vacated alley lying North of the Westerly extension of the North line of Lot 12 in Block 3 in N. T. Wright's Subdivision of Lot 4 of Superior Court Partition of the East Half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, as recorded October 9, 1892 as document number 61046), in Cook County, Illinois.

ALSO

All of the vacated alley lying North of and adjoining Lots 38 to 42 in "Christiana" being a subdivision of the east Half of Lot 5 in the Superior Court Partition of the East Half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, as recorded April 7, 1882 as document number 1640592, in Cook County, Illinois.

PROPERTY ADDRESS: Commonly known as 816 North Spaulding Avenue
Chicago, Illinois

PERMANENT TAX NOS: 16-02-427-011-0000
16-02-427-021-0000
16-02-427-022-0000
16-02-427-029-0000
16-02-427-035-0000
16-02-427-036-0000
16-02-427-042-0000
16-02-428-013-0000
16-02-428-014-0000
16-02-428-015-0000
16-02-428-016-0000
16-02-428-017-0000
16-02-428-018-0000
16-02-428-019-0000
16-02-428-020-0000
16-02-428-031-0000
16-02-428-032-0000
16-02-428-040-0000
16-02-428-044-0000
16-02-428-045-0000
16-02-428-046-0000
16-02-428-047-0000
16-02-428-048-0000
16-02-428-051-0000
16-02-428-054-0000
16-02-428-059-0000
16-02-428-060-0000
16-02-428-061-0000
16-02-428-062-0000
16-02-428-063-0000
16-02-428-064-0000
16-02-428-066-0000
16-02-428-067-0000
16-02-428-068-0000
16-02-428-072-0000
16-02-428-073-0000
16-02-428-074-0000
16-02-428-075-0000

(ALL IN VOLUME 540)

30526867