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This instrument prepared by: [illegible]

Kenneth M. Greene, Esq.
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Post Office Box 540
Greensboro, North Carolina 27402

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FIFTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

\$30.00

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THIS FIFTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("Amendment"), made and executed this 17 day of November, 1989, by and between WY. 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 27022841, 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. 87551800, in the Office of the Recorder of Cook County, Illinois;

WHEREAS, on March 21, 1988, Borrower and Lender executed a Fourth Amendment to the Mortgage, which Fourth Amendment was recorded on April 12, 1988, as Document No. 88150330, in the Office of the Recorder of Cook County, Illinois;

WHEREAS, the Mortgage secures, among other things, the indebtedness evidenced by that certain Third Amended and Restated Secured Demand Promissory Note, dated March 21, 1988, made and executed by Borrower to the order of Lender in the original principal amount of \$15,000,000.00, evidencing loans and advances made from time to time by Lender to or for the benefit of

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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, 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, Mill Transportation Company ("Mill"), an Illinois corporation and an affiliated company of Borrower, and Lender, are parties to that certain Loan and Security Agreement, dated October 21, 1988 ("Mill Loan Agreement"), whereby subject to the terms and provisions thereof, Lender has agreed to grant certain credit accommodations to Mill:

WHEREAS, Borrower has executed and delivered to Lender a Guaranty and Security Agreement ("Borrower/Mill Guaranty"), dated of even date herewith, whereby Borrower has unconditionally guaranteed the payment and performance of all "Obligations" (as defined in the Borrower/Mill Guaranty) of Mill to Lender, including, without limitation (a) the payment of that certain Secured Demand Promissory Note of Mill, dated October 21, 1988, and (b) the due, prompt and complete observance and performance of all of the obligations, covenants and agreements contained in the Mill Loan Agreement and any and all other loan and financing documents now or hereafter executed by Mill:

WHEREAS, Hubbell International Trading Company ("HITC"), 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 ("HITC Loan Agreement"), whereby subject to the terms and provisions thereof, Lender has agreed to grant certain credit accommodations to HITC:

WHEREAS, to induce Lender to enter into the HITC Loan Agreement and to grant the credit to HITC contemplated thereby, Borrower has executed and delivered to Lender a Guaranty and Security Agreement ("Borrower/HITC Guaranty"), dated of even date herewith, whereby Borrower has unconditionally guaranteed the payment and performance of all "Obligations" (as defined in the Borrower/HITC Guaranty) of HITC to Lender, including, without limitation (a) the payment of that certain Secured Demand Promissory Note of HITC, dated of even date herewith, in the original principal amount of \$3,000,000.00, and (b) the due, prompt and complete observance and performance of all of the obligations, covenants and agreements contained in the HITC Loan Agreement and any and all other loan and financing documents now or hereafter executed by HITC; and

WHEREAS, Borrower has agreed to secure the due, prompt and complete payment and performance of each and every obligation,

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covenant and agreement of Borrower, Mill or HITE contained in the Mill Loan Agreement, the Borrower/Mill Guaranty, the HITE Loan Agreement, the Borrower/HITE Guaranty and any other instruments now or hereafter evidencing and/or securing the obligations evidenced by the Borrower/Mill Guaranty, the Mill Loan Agreement, the Borrower/HITE Guaranty or the HITE Loan Agreement;

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, Third and Fourth Amendments thereto, is hereby amended as follows:

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

"(c) The indebtedness evidenced by that certain Secured Installment Promissory Note ("Installment Note") dated August 25, 1987, 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 (.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 August 25, 1987, between Capricorn and Lender, and all other instruments, agreements or documents referred to or contemplated thereby (the Capricorn Loan Agreement and all other such other 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 ("Borrower/Capricorn Guaranty"), dated August 25, 1987;

(d) The indebtedness evidenced by that certain Secured Demand Promissory Note ("Mill Note") dated October 21, 1988, made and executed by Mill Transportation Company

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("Mill"), an Illinois corporation affiliated with Borrower, to the order of Lender in the original principal amount of \$250,000.00, bearing interest at the rate of one-half percent (.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 revolving loans made by Lender to Mill pursuant to the terms and provisions of that certain Loan and Security Agreement ("Mill Loan Agreement"), dated October 21, 1988, between Mill and Lender, and all other instruments, agreements or documents referred to or contemplated thereby (the Mill Loan Agreement and all other such instruments, agreements or documents being hereinafter collectively called the "Mill Loan Documents"), which has been unconditionally guaranteed by Borrower pursuant to its Guaranty and Security Agreement ("Borrower/Mill Guaranty"), dated of even date therewith;

(e) The indebtedness evidenced by that certain Secured Demand Promissory Note ("HITC Note") dated of even date with the Fifth Amendment to this Mortgage, made and executed by Hubbell International Trading Company ("HITC"), an Illinois corporation affiliated with Borrower, to the order of Lender in the original principal amount of \$3,000,000.00, bearing interest at the rate of one-half percent (.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 revolving loans made by Lender to HITC pursuant to the terms and provisions of that certain Loan and Security Agreement ("HITC Loan Agreement"), dated of even date therewith, between HITC and Lender, and all other instruments, agreements or documents referred to or contemplated thereby (the HITC Loan Agreement and all other such instruments, agreements or documents being hereinafter collectively called the "HITC Loan Documents"), which has been unconditionally guaranteed by Borrower pursuant to its Guaranty and Security Agreement ("Borrower/HITC Guaranty"), dated of even date therewith (the Mill Loan Documents, the Borrower/Mill Guaranty, the Capricorn Loan Documents, the Borrower/Capricorn Guaranty, the HITC Loan

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Documents and the Borrower/HITC Guaranty being hereinafter collectively called the "Loan Documents"); and

(f) All "Obligations" of Mill, Capricorn and HITC to Lender, as such term is defined in each of the Borrower/Mill Guaranty, the Borrower/Capricorn Guaranty and the Borrower/HITC Guaranty, whether now existing or hereafter arising and owing by Mill, Capricorn or HITC to Lender, however created, incurred or evidenced, and whether arising under the Mill Loan Agreement, the Mill Note, the Capricorn Loan Agreement, the Installment Note, the Borrower/Capricorn Guaranty, the HITC Loan Agreement, the HITC Note, the Borrower/HITC Guaranty, the Mill Loan Documents, the Capricorn Loan Documents the HITC Loan Documents or this Mortgage."

2. Except as herein amended, the Mortgage, as previously amended by the First, Second, Third and Fourth 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.

ATTEST:

WM. R. HUBBELL STEEL
CORPORATION

Walter
Secretary

By: *[Signature]*
Title:

[CORPORATE SEAL]

ATTEST:

FIRST UNION COMMERCIAL
CORPORATION

Fay
Assistant Secretary

By: *[Signature]*
Title:

[CORPORATE SEAL]

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

11305 Franklin Avenue
Franklin Park, IL 60131

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STATE OF ILLINOIS

COUNTY OF COOK

I, Richard J. [unclear], a Notary Public in and for and residing in said State and County, do hereby certify that [unclear] and [unclear], and [unclear], 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 Fifth Amendment to Mortgage and Security Agreement as such [unclear] and [unclear], appeared before me this day in person and acknowledged that they signed and delivered said Fifth 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 Fifth 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 _____ day of November, 1989.

My commission expires: _____

[Signature]
 Notary Public
 OFFICIAL SEAL
 RICHARD J. [unclear]
 111 [unclear] [unclear]
 CHICAGO, ILLINOIS 60601

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SCHEDULE A CONTINUED

THE FIRST OF THE ABOVE SAID PARTIES HAS BEEN DECEASED AND THE ESTATE OF SAID DECEASED PARTY IS THE OWNER OF THE SAID REAL ESTATE.

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PAGE

SCHEDULE A

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SEE ATTACHED

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