

# UNOFFICIAL COPY

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

This First Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement, (this "Amendment") is made as of March 15, 1990, between American Spring & Wire Specialty Company, a Delaware corporation, with a mailing address at 816 North Spaulding Avenue, Chicago, Illinois 60651 ("Mortgagor") and Continental Bank N.A. (formerly known as Continental Illinois National Bank and Trust Company of Chicago, a national banking association) (herein, together with its successors and assigns, called "Lender").

### RECITALS:

\$18.00

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

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

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

D. WHEREAS, the Loan Agreement is secured by a certain Revolving Credit Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of November 10, 1987 and recorded March 9, 1988 as Document No. 88099469 in the Office of the Recorder of Deeds of Cook County, Illinois and filed April 8, 1988 as document LR3699294 with the Registrar of Deeds of Cook County, Illinois (the Revolving Credit Mortgage, Assignment of Leases and Rents, and Security Agreement, as hereby amended, is hereinafter referred to as the "Mortgage"); and

E. WHEREAS, all sums which may be at any time due or owing or required to be paid as provided in the Loan Agreement or the Mortgage and all other "Loans" and "Liabilities" of Mortgagor as defined in the Loan Agreement, including but limited to the "Future Advances" hereinafter described, are hereinafter collectively referred to as the "Indebtedness" or "Secured Indebtedness"; and

BOX 333 - TH

This Instrument was prepared by  
and should be returned to:  
Sandra K. Principle, Esq.  
Continental Bank N.A.  
231 South LaSalle Street  
Law Department (105/9)  
Chicago, Illinois 60697

1990 APR 11 PM 2:35

90370442

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F. WHEREAS, pursuant to the Amendment to Loan Agreement dated March 16, 1990, Mortgagor and Lender have agreed, among other things, to increase the interest rate on the Loans.

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:

1. 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, and March 16, 1990 Amendments, as described in Paragraph B above, and all further extensions, renewals, amendments, and modifications thereof.

2. 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, and March 16, 1990, as the same may be extended, amended, renewed or otherwise modified in the future.

3. 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, and March 16, 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.

4. Nothing contained in this Amendment shall in any way impair 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 Mortgagor 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.

5. 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.

6. 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.

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

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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:

CONTINENTAL BANK N.A.

By: Charles A. Thomas

Title: Vice President

Attest: Edmund M. Hall

Title: Vice President

MORTGAGOR:

American Spring & Wire Specialty Company

By: Walter R. Schaefer

Title: President

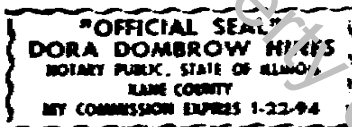
Attest: John A. Bell

Title: Asst. Treasurer

STATE OF ILLINOIS )  
COUNTY OF <sup>KANE</sup> COOK ) SS.  
COUNTY OF COOK )

I, Dora Dombrow Hines a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that CLAUDE A. THOMAS and EDMUND M. DILL, personally known to me to be the same persons whose names are, respectively, as VICE-PRESIDENT and VICE-PRESIDENT of Continental Bank N.A. 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 association and as their own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 17<sup>th</sup> day of July, 1990.



Dora Dombrow Hines  
Notary Public

My Commission expires:  
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STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

I, John A. Hines, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John A. Hines and John A. Hines personally known to me to be the same persons whose names are, respectively, as John A. Hines and John A. Hines 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 6 day of September, 1990.

John A. Hines  
 Notary Public

My Commission expires:

1/23/94

## LEGAL DESCRIPTION

Lots 3 through 42, 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 154082 in Cook County, Illinois.

## ALSO

That part of Lots 12, 13, 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 6 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 1829285; 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 24 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 6 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 1829285; 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.

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ALSO

16-02-427-0442

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  
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16-02-428-031-0000  
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16-02-428-040-0000  
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16-02-428-046-0000  
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16-02-428-075-0000

(ALL IN VOLUME 540)

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