

Property Address: 6015 S. Harlem Ave.  
Forest Park, Illinois 60130  
P.I.N. 15-13-224-041

31277098

#18

Forest Park,  
Illinois

## FIRST AMENDMENT TO MORTGAGE

### FIXTURE FINANCING STATEMENT

THIS FIRST AMENDMENT TO MORTGAGE is made as of April 30, 1991, by and between THORNTON OIL CORPORATION, a Delaware corporation, 10101 Linn Station Road, Louisville, Kentucky 40223 ("Mortgagor"), and CITIZENS FIDELITY BANK AND TRUST COMPANY, a Kentucky corporation, Citizens Plaza, 500 West Jefferson Street, Louisville, Jefferson County, Kentucky 40256 ("Mortgagee").

#### WITNESSETH:

WHEREAS, the parties hereto are the parties to that certain Mortgage, dated as of July 31, 1986, recorded on August 27, 1986 as Document Number 86-379428 in the Office of the Recorder of Cook County, Illinois (the "Mortgage"); and

WHEREAS, the parties desire to amend the Mortgage to the extent herein provided and no further;

NOW, FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness secured by the Mortgage as amended hereby, the parties hereby agree and amend the Mortgage as follows:

1. Page 1 of the Mortgage is amended to include the following additional granting clause between the second and third such clauses:

Together with a continuing security interest in all right, title and interest of Mortgagor in and to all fixtures (the "Fixtures") now owned or hereafter acquired by Mortgagor and now or at any time hereafter located on or at the Property or used or arising in connection therewith. The term "Fixtures" shall include but not be limited to: all service station dispensers, lines, tanks, consoles, canopies, and approach lighting, and all convenience market furnishings, fixtures and equipment, together with all accessions, additions, and substitutions thereto and therefor; and

2. Paragraphs A, B, and C on Pages 1 and 2 of the Mortgage are amended to read, in their entirety, as follows:

A. The indebtedness evidenced by the Amended and Restated Term Loan Note (the "Term Loan Note") dated April 30, 1991 from Mortgagor which has been delivered to and is payable to the order of Mortgagee, in the amount of \$3,000,000, which has a final maturity date of April 30, 1998, if not sooner paid, and which by this reference is hereby made a part hereof, and any and all amendments, modifications, extensions and renewals thereof;

B. The indebtedness, including without limitation the indebtedness for future advances under the revolving credit arrangement established by the Loan Agreement (hereinafter defined) in the maximum cumulative amount of \$100,000,000, evidenced by the Revolving Credit Note (Fourth Extension) dated March 1, 1991 (the "Revolving Credit Note") which has been delivered to and is payable to the order of Mortgagee which contemplates that the net balance of unrepaid advances under the revolving credit arrangement shall not at any time exceed \$4,000,000, and which has a final maturity of January 31, 1993, if not sooner paid, and which by this reference is hereby made a part hereof, and any and all amendments, modifications, extensions and renewals thereof;

C. All obligations of Mortgagor under the Revolving Credit and Term Loan Agreement dated as of July 31, 1986, as amended as of August 1, 1988, as of September 1, 1989, as of January 31, 1991, as of March 1, 1991, and as of even date herewith (as so amended, the "Loan Agreement") and all amendments thereto, by and between Mortgagor and Mortgagee providing, among other things, for the use of the loan proceeds evidenced by the Term Loan Note and the Revolving Credit Note, and each agreement of Mortgagor incorporated by reference therein or herein or contained therein or herein and any other instrument given to evidence or further secure the payment and performance of any obligations secured hereby, and any and all amendments, modifications, extensions, and renewals thereof; and

3. New provisions are added to Section 1 at Page 6 of the Mortgage which read, in their entirety, as follows:

31277098

1400

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1.15. Creation of Security Interest. Mortgagor hereby grants to Mortgagee a security interest in the Fixtures (as defined hereinabove) including without limitation any and all property of similar type or kind hereafter located on or at the Property or used or arising in connection therewith for the purpose of securing all obligations of Mortgagor contained in any of the Loan Instruments.

1.16. Warranties, Representations and Covenants. Mortgagor warrants, represents and covenants as follows:

A. Except for the security interest granted hereby, Mortgagor is, and as to portions of the Fixtures to be acquired after the date hereof will be, the sole owner of the Fixtures, free from any adverse lien, security interest, encumbrance or adverse claim thereon of any kind whatsoever. Mortgagor will notify Mortgagee of, and will defend the Fixtures against, all claims and demands of all persons at any time claiming the same or any interest therein.

B. Mortgagor will not sell, convey or any manner transfer the Fixtures out of fee form without the prior written consent of the Mortgagee, except such portions or items of Fixtures that are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor.

C. The Fixtures are not used or bought for personal, family or household purposes.

D. The Fixtures will be kept on or at the Property and Mortgagor will not remove the Fixtures from the Property without the prior written consent of Mortgagee, except such portions or items of Fixtures that are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor.

E. At the request of Mortgagee, Mortgagor will join Mortgagee in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code in form satisfactory to Mortgagee, and will pay the cost of filing the same in all public offices where filing is deemed by Mortgagee to be necessary or desirable.

F. All covenants and obligations of Mortgagor contained herein relating to the Premises shall be deemed to apply to the Fixtures whether or not expressly referred to herein.

G. This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code.


4. Paragraph A of Section 2.1 on Page 6 of the Mortgage is amended to read, in its entirety, as follows:

A. Default shall be made in the payment when due of any installment of principal or interest or any sum secured hereby or in the payment when due of any installment of principal or interest payable under the Term Loan Agreement between Mortgagor and Mortgagee dated as of August 1, 1988; or

5. Except as amended hereby, the Mortgage is unchanged. As amended hereby, the Mortgage continues in full force and effect. In all other respects, Mortgagor confirms and ratifies the Loan Instruments. This Amendment is not intended to, and will not, effect a novation of the obligations expressed in the Loan Instruments or any part thereof nor is the lien of the security of such obligations intended to be released nor is such lien intended to be altered or changed in any manner.

IN TESTIMONY WHEREOF, WITNESS the signature of Mortgagor and Mortgagee, acting by and through their respective officers hereunto duly authorized, as of the date first written above.

THORNTON OIL CORPORATION, a Delaware corporation

By   
David M. Brauckmann,  
Vice President - Finance

UNOFFICIAL COPY

Property of Cook County Clerk's Office

CITIZENS FIDELITY BANK AND TRUST COMPANY, a  
Kentucky corporationBy   
Carl Lutnick, Vice President

STATE OF KENTUCKY )

COUNTY OF JEFFERSON )

I, Linda Ann Jira, a Notary Public in and for the State and County aforesaid, do hereby certify that David M. Brauckmann, personally known to me to be the Vice President - Finance of Thornton Oil Corporation, a Delaware corporation, and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President - Finance, he signed and delivered the said instrument as Vice President - Finance of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 2nd day of <sup>May</sup> April, 1991.My commission expires: 5/15/95  
NOTARY PUBLIC

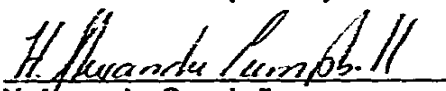
STATE OF KENTUCKY )

COUNTY OF JEFFERSON )

I, Linda Ann Jira, a Notary Public in and for the State and County aforesaid, do hereby certify that Carl Lutnick personally known to me to be the Vice President of Citizens Fidelity Bank and Trust Company, a Kentucky corporation, and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument as Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 2nd day of April, 1991.My commission expires: 5/15/95  
NOTARY PUBLIC

This Instrument Prepared By:

  
H. Alexander Campbell  
Wyatt, Tarrant & Combs  
2800 Citizens Plaza  
Louisville, Kentucky 40202

G:\DLR\#18111.AMD

UNOFFICIAL COPY

Property of Cook County Clerk's Office

6 3 7 2 4 2 2

EXHIBIT A

The following described real estate situated in Cook County, Illinois:

Lots 1 to 4 both inclusive in Henry G. Foreman's Second Addition to the Village of Forest Park, a Subdivision of part of the Southeast quarter of the Northeast quarter of Section 13, Township 39 North, Range 12 East of the Third Principal Meridian lying North of Aurora Elgin and Chicago Railroad (except the West 364.10 feet) in Cook County, Illinois.

P.I.N. 13-13-224-041 *ad Sh* Volume 163

Commonly known as 6015 S. Harlem Avenue, Forest Park, Illinois 60130.

Being the same property acquired by Thornton Oil Corporation by deed dated January 31, 1985 recorded February 22, 1985 as Document 27451186 in the Office of the Recorder of Cook County, Illinois.

86379428

91277038

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/1/2018