

6015 S. Harlem Avenue  
Forest Park, Illinois 60130  
P.I.N. 15-13-224-041

COOK COUNTY RECORDER  
100 N. LAUREL STREET, CHICAGO, ILLINOIS 60602  
TELEPHONE (312) 321-2200  
FAX (312) 321-2201

**SECOND AMENDMENT TO MORTGAGE**

**FIXTURE FINANCING STATEMENT**

1986

THIS SECOND AMENDMENT TO MORTGAGE is made as of January 31, 1992, 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 40298 ('Mortgagee').

**WITNESSETH:**

WHEREAS, the parties hereto are the parties to that certain Mortgage, dated as of July 31, 1986, recorded on August 27, 1986 in as Document Number ~~91-277098~~, in the Office of the Recorder of Cook County, Illinois, as amended by that certain First Amendment to Mortgage, dated as of April 30, 1991 recorded on May 15, 1991, as Document Number ~~91-277098~~ and as 91-277098 as a Fixture Filing in the Office of the Recorder aforesaid. (As so amended, the 'Mortgage,' defined terms in which shall have the same meanings when used herein); 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. Paragraphs A, B, C, and D and the paragraph following paragraph D on Pages 1 and 2 of the Mortgage are amended to read, in their entirety, as follows:

'A. [Provision intentionally deleted]

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 (Fifth Extension) dated January 31, 1992 (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, 1995, 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, September 1, 1989, January 31, 1991, March 1, 1991, April 30, 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 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

D. All sums advanced by Mortgagee to protect the Premises, with interest thereon at the rate set forth in the Revolving Credit Note or at the maximum rate of interest permitted by law from time to time, whichever shall be less.

The Revolving Credit Note may hereafter be referred to as the 'Notes.' This Mortgage, the Notes, the Loan Agreement, any guaranty thereof, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby, and any and all amendments, modifications, extensions, and renewals thereof, may hereafter be referred to as the 'Loan Instruments' and are incorporated herein by this reference.'

2. 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

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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*  
David M. Brauckmann,  
Vice President - Finance

CITIZENS FIDELITY BANK AND TRUST COMPANY,  
a Kentucky corporation

By *Carl I. Lutnick*  
Carl I. Lutnick,  
Vice President

STATE OF KENTUCKY )  
                                  )  
COUNTY OF JEFFERSON )

Before the undersigned, a Notary Public in and for the State and County, this 31 day of January, 1992, personally appeared David M. Brauckmann, Vice President - Finance of Thornton Oil Corporation, a Delaware corporation, the Mortgagor aforesaid, and acknowledged the execution of the foregoing instrument on behalf of the corporation.

Witness my hand and notarial seal.

My commission expires: 5/15/95

*Linda Ann Jara*  
NOTARY PUBLIC

STATE OF KENTUCKY )  
                                  )  
COUNTY OF JEFFERSON )

Before the undersigned, a Notary Public in and for the State and County, this 31 day of January, 1992, personally appeared Carl I. Lutnick, Vice President of Citizens Fidelity Bank and Trust Company, a Kentucky corporation, the Mortgagee aforesaid, and acknowledged the execution of the foregoing instrument on behalf of the corporation.

Witness my hand and notarial seal.

My commission expires: 5/15/95

*Linda Ann Jara*  
NOTARY PUBLIC

This Instrument Prepared By:

*H. Alexander Campbell*  
H. Alexander Campbell  
Wyatt, Tarrant & Combs  
2800 Citizens Plaza  
Louisville, Kentucky 40202  
\$23.00 (FF)  
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## 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.

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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.

Property of Cook County Clerk's Office

02/01/15