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92449288

Property Address: 1000 Milwaukee Avenue, Glenview, Illinois
60025

Permanent Real Estate Tax No. 04-32-300-021-0000;
04-32-300-022-0000; 04-32-105-003-0000; 04-32-105-004-0000;

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS AND FINANCING STATEMENT

Drafted by and when recorded please return to:

Helen D. Shapiro, Esq.
Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601

. DEPT-01 RECORDING \$35.00
. T#3383 TRAN 7659 06/22/92 11:41:00
. #0734 # -92-449288
. COOK COUNTY RECORDER

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FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT (the "First Amendment"), dated as of June 19, 1992, made by ZENITH ELECTRONICS CORPORATION ("Mortgagor"), a Delaware corporation, as mortgagor, to THE FIRST NATIONAL BANK OF CHICAGO, a national banking association with its principal office at One First National Plaza, Chicago, Illinois 60670, as mortgagee, assignee and secured party, in its capacity as collateral agent (together with any successors or assigns in such capacity, "Collateral Agent" or "Mortgagee") for the Lenders, as defined in the Original Mortgage (hereinafter defined).

R E C I T A L S

1. Mortgagor executed that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Financing Statement dated as of March 27, 1992 (the "Original Mortgage") for the benefit of Mortgagees covering certain property in Cook County, Illinois legally described on Exhibit A hereto, which Original Mortgage was recorded April 21, 1992 with the Cook County Recorder as Document No. 92262835.

2. Each of the capitalized terms set forth in this First Amendment, unless otherwise defined herein, shall have the meaning set forth in the Original Mortgage.

3. Mortgagor and Lenders have of even date herewith amended the Credit Agreement (as said term is defined in the Original Mortgage) pursuant to that certain "Amendment No. 5 to Credit Agreement" of even date herewith (the "Fifth Amendment").

4. Pursuant to the Fifth Amendment the parties thereto inter alia extended the Maturity Date for the repayment of the Notes and Loans from June 30, 1992 to December 31, 1992.

5. In order to reflect the extension of the Maturity Date, as well as certain additional modifications hereinbelow described, Mortgagor desires to amend the Original Mortgage as hereafter provided.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor agrees that the Mortgage is hereby amended as follows:

1. The date "June 30, 1992" in the first full recital on Page 2 of the Original Mortgage is deleted and the following inserted therefor: "December 31, 1992".

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2. The final paragraph of Section 3.05 (A) of the Original Mortgage is deleted in its entirety and the following inserted therefor:

"All insurance shall be in form and content reasonably satisfactory to Mortgagee and shall be carried in companies designated in Best's Insurance Guide as having a rating of A-VIII or better. All policies of insurance to be maintained and provided as required herein shall:

(i) be in amounts reasonably satisfactory to Mortgagee, and all policies of casualty insurance shall have attached thereto loss payable clauses or endorsements in favor of and with loss payable to Mortgagee;

(ii) be written in amounts sufficient to prevent Mortgagor from becoming a co-insurer (but such insurance may contain standard and customary deductible clauses); and

(iii) provide for thirty (30) days' prior written notice of cancellation or modification to Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies to Mortgagee marked "Paid" together with paid receipts or other satisfactory evidence of premiums paid, and, in case of insurance policies about to expire, Mortgagor shall deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration.

Mortgagor shall not carry any separate insurance, concurrent in kind or form and contributing in the event of any loss, with any insurance required herein. Mortgagee may, in the event Mortgagee has not received the above required renewal policies as and when required, in its sole discretion, upon five (5) days' written notice to Mortgagor, procure and substitute for the renewal policies which Mortgagee has not received policies of insurance as required herein in such amounts and with such companies as Mortgagee may select, the cost of which shall be paid by Mortgagor to Mortgagee upon demand. All monies paid by Mortgagee in procuring said insurance that are not reimbursed by Mortgagor shall be additional Secured Indebtedness and shall be immediately due and payable, together with interest thereon at the Default Rate. Notice of a change in ownership or of occupancy of the Premises shall be immediately delivered by mail to all insurers. Mortgagor shall give immediate notice of any casualty loss by mail to Mortgagee."

3. The term "Credit Agreement" (as said term is defined in the Original Mortgage) shall be deemed to mean the "Credit Agreement" as amended by the Fifth Amendment and as hereafter amended from time to time.

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4. By executing this First Amendment, Mortgagor hereby ratifies and reaffirms the terms, covenants and conditions of the Original Mortgage, as otherwise amended by this First Amendment. The Original Mortgage, as herein modified and amended, is hereby ratified and in full force and effect. The Original Mortgage, as modified and amended by this First Amendment, shall be deemed to be the "Mortgage", as such term is defined in the Original Mortgage.

IN WITNESS WHEREOF, this First Amendment has been duly executed by Mortgagor as of the date first written above.

THE FIRST NATIONAL BANK OF CHICAGO, a national banking association

ZENITH ELECTRONICS CORPORATION, a Delaware corporation

By: *Richard J. Jones*

Its: VICE PRESIDENT

By: *Ray B. Sherman*

Its: Vice President,
Finance

Office of Cook County Clerk's Office

92449288

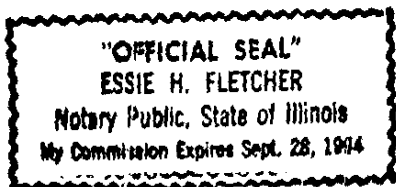
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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Essie H. Fletcher, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kell B. Benson, personally known to me to be the Vice President, Finance, of ZENITH ELECTRONICS CORPORATION, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as the vice president of said corporation, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of June, 1992.



Essie H. Fletcher
Notary Public

My Commission Expires: _____

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EXHIBIT "A"

Legal Description

LOT 1 AND 3 IN ZENITH'S SUBDIVISION OF THAT PART OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING 40 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32, LYING EAST OF THE EAST LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, NORTHWESTERLY OF THE NORTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT-OF-WAY, SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AS ESTABLISHED BY DOCUMENTS 13544871, 21412822 AND 23335308, AND SOUTH OF LOT 2 IN PARK CENTRAL SUBDIVISION RECORDED AS DOCUMENT 96017692, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1990 AS DOCUMENT NUMBER 90615521, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Box 244 1
H. D. Shapiro