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92RC3
Cook County
Illinois

92464057

AMENDMENT NO. 1

. DEPT-01 RECORDING \$35.00
. T#3333 TRAM 8000 06/25/92 14:37:00
. #1730 † *-92-464057
. COOK COUNTY RECORDER

THIS AGREEMENT (the "Amendment") is made as of June 19, 1992, by and between REXNORD CORPORATION, a Delaware corporation (formerly known as Rex-PT, Inc., and successor by merger to PT Components, Inc., a Delaware corporation (herein referred to as "Mortgagor"), having its chief executive office at 4701 West Greenfield Avenue, Milwaukee, Wisconsin 53201, and William J. Wade, c/o Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890, not in his individual capacity but solely as trustee ("Mortgagee") under the Collateral Trust Agreement referred to herein.

RECITALS

A. Mortgagor is a party to that certain instrument (herein referred to as the "Mortgage") more particularly described as follows:

Restated and Amended First Term and Open End Mortgage, Security Agreement, Financing Statement and Assignment of Rents dated as of August 16, 1988, recorded August 17, 1988, with the Cook County, Illinois Recorder of Deeds as Document No. 88073807, executed by Rex-PT, Inc. in favor of William J. Wade, not in his individual capacity but solely as trustee under the Collateral Trust Agreement (as defined and referred to therein); which instrument restates and amends in its entirety that certain First Term and Open End Mortgage entered into as of April 29, 1987, but effective on April 30, 1987, recorded May 1, 1987, with the Cook County, Illinois Recorder of Deeds as Document No. 87234104, executed by Rexnord Inc. in favor of William J. Wade, not individually but solely as trustee under the Collateral Trust Agreement (as defined and referred to therein).

B. The Mortgage encumbers certain real property located in the State of Illinois, County of Cook, more

THIS INSTRUMENT WAS PREPARED BY
AND WHEN RECORDED RETURN TO:

Sidley & Austin (Charles Schrank)
One First National Plaza
Chicago, Illinois 60603

Box 15

TTI 273 086 (STB)

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particularly described on Exhibit A attached hereto and hereby made a part hereof.

C. The Mortgage secures the Liabilities (as defined in the Mortgage), including without limitation (i) the obligations of Mortgagor, whether direct, assumed or guaranteed pursuant to the Guaranty (as defined in the Mortgage), under or incurred pursuant to that certain Credit Agreement more particularly described in the Mortgage (as amended, supplemented, restated, or otherwise modified, the "Credit Agreement"), and (ii) the indebtedness and obligations evidenced by, or related to, the Series III Term Notes, the Series V Term Notes, the Series VI Term Notes, the Series D Revolving Credit Notes and the Swing Note (as such terms are defined in the Credit Agreement and hereinafter collectively referred to as the "Existing Notes"), which Existing Notes evidence certain loans and financial accommodations extended by the financial institutions listed on the signature pages of the Credit Agreement (the "Senior Lenders").

D. Mortgagor is the successor by merger to PT Components, Inc., and has assumed the Obligations of PT Components, Inc. under the Credit Agreement, including without limitation any and all obligations of PT Components, Inc. under or relating to the Existing Notes.

E. Mortgagor is a party to that certain Amendment No. 33 to the Credit Agreement, dated as of June 19, 1992 (the "Credit Agreement Amendment"), pursuant to which certain of the obligations evidenced by the Existing Notes may, subject and pursuant to the terms and provisions of the Credit Agreement Amendment, be modified and in part refinanced by the Senior Lenders party to the Credit Agreement Amendment, such partial refinancing to be evidenced by the Series IX Term Notes (as defined in the Credit Agreement Amendment and hereinafter referred to as the "Series IX Notes"). The Series IX Notes and the Existing Notes, as modified by the Credit Agreement Amendment, are hereinafter collectively referred to as the "Current Notes".

F. Pursuant to the Credit Agreement Amendment, and as a condition precedent, among others, to the effectiveness of the Credit Agreement Amendment, the Senior Lenders party to the Credit Agreement Amendment have required Mortgagor to execute and deliver this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties agree as follows:

1. Definitions. The Credit Agreement, as defined and referred to in the Recitals above, and as amended by the Credit Agreement Amendment, and as the same may be hereafter amended, supplemented, restated, or otherwise modified, shall herein be

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referred to as the "Amended Credit Agreement". Terms defined in the Amended Credit Agreement which are used herein shall have the same meaning set forth in the Amended Credit Agreement unless otherwise specified in this Amendment.

2. Incorporation of Recitals. The Recitals set forth above are agreed to by Mortgagor and are incorporated herein and added to the Mortgage by this reference.

3. General Amendments.

(a) All references in the Mortgage to the "Credit Agreement" shall hereafter mean and refer to the Amended Credit Agreement.

(b) All references in the Mortgage to the "Note" and to the "Notes" shall hereafter mean and refer to the Current Notes.

(c) All references in the Mortgage to the "Liabilities" shall include, in addition to (and not in limitation of) the liabilities and obligations identified as Liabilities under the Mortgage, all of Mortgagor's liabilities and obligations under the Current Notes and under the Amended Credit Agreement.

(d) All references in the Mortgage to the "Collateral Trust Agreement" shall mean and refer to the Collateral Trust Agreement as defined and referred to in the Mortgage, and as the same may be from time to time amended, supplemented, restated, or otherwise modified.

(e) Each reference in the Mortgage to "this Mortgage", "hereof", "herein", and "hereunder" and words of like import shall mean and be a reference to the Mortgage as amended hereby.

(f) The words "or any amendment thereto" shall be and hereby are added after the word "Mortgage" in each instance where it appears in Section 2 of the Mortgage.

(g) The addresses of the parties for notice purposes set forth in Section 13 of the Mortgage shall, for all purposes under the Mortgage, be amended to read as follows:

"If to Mortgagor:

Rexnord Corporation
4701 West Greenfield Avenue
Milwaukee, Wisconsin 53214
Attn: Tom Jansen

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If to Mortgagee:

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890
Attn: Corporate Trust Administrator

with a copy to:

Citicorp North America, Inc.
200 South Wacker Drive, 32nd Floor
Chicago, Illinois 60606
Attn: Colin M. Cohen

with a copy to:

Sidley & Austin
One First National Plaza
Chicago, Illinois 60603
Attn: DeVerille A. Huston"

4. Mortgage Not Affected; No Novation. Except as expressly provided in this Amendment, the Mortgage and Mortgagor's obligations thereunder shall remain in full force and effect. This Amendment is not a novation nor is it to be construed as a release or, except as expressly provided herein, a modification of any of the terms, conditions, representations, warranties, covenants, rights or remedies set forth in the Mortgage.

5. Acknowledgment of Validity and Enforceability of Mortgage. Mortgagor expressly acknowledges and agrees that the Mortgage, as hereby amended, is valid and enforceable against Mortgagor, and expressly reaffirms, ratifies and confirms each of its obligations under the Mortgage, as hereby amended.

6. Section Titles. The section titles contained in this Amendment are included for the sake of convenience only, shall be without substantive meaning or content of any kind whatsoever, and are not a part of the agreement between Mortgagor and Mortgagee.


7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8. No Waiver. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Mortgagee under the Mortgage, nor constitute a waiver of any provision contained therein.

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IN WITNESS WHEREOF, the parties hereto have entered into this Amendment and have caused the same to be duly executed.

REXNORD CORPORATION, a Delaware corporation (formerly known as Rex-PT, Inc., and successor by merger to PT Components, Inc., a Delaware corporation)

By: 
Michael N. Andrzejewski
Its: Vice President

ATTEST:


James S. Eastham
Its: Assistant Secretary

CORPORATE SEAL

Property of Cook County Clerk's Office

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STATE OF Illinois)
COUNTY OF Cook) SS.

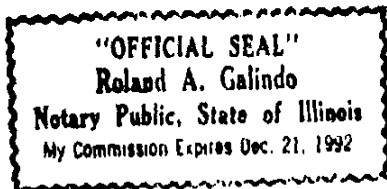
I hereby certify that on this 8th day of June, 1992, before me, Roland A. Galindo, a Notary Public in and for the State of Illinois, appeared Michael N. Andrzejewski and James S. Eastham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and both of whom are to me personally known to be the same persons whose names as Vice President and Assistant Secretary of the below-named corporation are subscribed to the foregoing instrument, and who, being by me duly sworn, did appear before me this day in person and severally acknowledge and say, upon oath: that they are the Vice President and Assistant Secretary, respectively, of Rexnord Corporation, a Delaware corporation; that being informed of the contents of said instrument, and as such Vice President and Assistant Secretary with full authority, and as their free and voluntary act and deed, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Roland A. Galindo
Notary Public

My term expires: 12/21/92

SEAL



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634 GLENN AVENUE
WHEELING, ILLINOIS
COOK COUNTY, IL.

EXHIBIT A

Lots 1, 2, 3, 4 and 5 in Block 2 in Amerline Subdivision of part of the East 1/2 of the Southwest 1/4 of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers: 03-11-305-013
(Affects Lot 1)

03-11-305-014
(Affects Lot 2)

03-11-305-015
(Affects Lot 3)

03-11-305-016
(Affects Lot 4)

03-11-305-017
(Affects Lot 5)

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