

92VSI10
Melrose Park
Illinois

AMENDMENT NO. 1

THIS AGREEMENT (the "Amendment"), dated as of August 4, 1992, is made and entered into by and between VSI CORPORATION, a Delaware corporation (successor in interest to D-M-E Corporation, a Michigan corporation) ("Mortgagor"), having its chief executive office at 300 West Service Road, Chantilly, Virginia 22021, 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 hereinafter.

RECITALS

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

First Term Mortgage, Security Agreement, Financing Statement and Assignment of Rents dated as of August 18, 1989, recorded August 24, 1989, with the office of the Cook County Recorder, State of Illinois as Document No. 89-395371, executed by Mortgagor in favor of Mortgagee, not in his individual capacity 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 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 all of Mortgagor's Secured Debt (as defined in the Collateral Trust Agreement).

D. Mortgagor's Secured Debt includes, without limitation, Mortgagor's "Obligations" as set forth in that certain Credit Agreement defined and referred to in the Mortgage.

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING SHOULD BE RETURNED TO:

SIDLEY & AUSTIN (CHARLES SCHRANK)
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603

Becker
3500 KB

RECORDING
184444 TRAM 4261 08/06/92 14:55:06 \$35.00
#6802 H-92-582073
COOK COUNTY RECORDER

92582073

STC Dec-17-92 (252139) 840372 ATT

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Property of Cook County Clerk's Office

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E. Mortgagor is a party to (i) that certain Restated and Amended Credit Agreement dated as of July 27, 1992, by and among Mortgagor, RHI Holdings, Inc. ("RHI"), Fairchild Industries, Inc. ("FII") (Mortgagor, RHI and FII are herein collectively referred to as the "Borrowers"), certain financial institutions party thereto (the "Senior Lenders"), Citicorp North America, Inc., The Bank of Nova Scotia, and Canadian Imperial Bank of Commerce as agents to the Senior Lenders (such Restated and Amended Credit Agreement, as the same may be hereafter amended, modified, restated or supplemented from time to time, is herein referred to as the "Restated Credit Agreement"); and (ii) that certain Second Restated and Amended Collateral Trust Agreement dated as of July 9, 1992, by and among Rexnord Corporation, The Fairchild Corporation, the Borrowers, Wilmington Trust Company and Mortgagee (such Second Restated and Amended Collateral Trust Agreement, as the same may be heretofore or hereafter amended, modified, restated or supplemented from time to time, is herein referred to as the "Restated Collateral Trust Agreement").

F. The Restated Collateral Trust Agreement amends and restates the terms and provisions of the Collateral Trust Agreement defined and referred to in the Mortgage.

G. The Restated Credit Agreement amends and restates the terms and provisions of the Credit Agreement as they pertain to loans and extensions of credit and other financial accommodations made to or for the benefit of the Borrowers.

H. Pursuant to the Restated Credit Agreement, and as a condition precedent, among others, to the execution and delivery by the Senior Lenders of the Restated Credit Agreement, the Senior Lenders 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. Terms defined in the Restated Credit Agreement which are used herein shall have the same meaning set forth in the Restated 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 Restated Credit Agreement.

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(b) All references in the Mortgage to the "Collateral Trust Agreement" shall hereafter mean and refer to the Restated Collateral Trust Agreement.

(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 Obligations (as such term is defined in the Restated Credit Agreement).

(d) The words "or any amendment thereto" shall be and hereby are added after the word "Mortgage" in each instance where it appears in Section 1 of the Mortgage.

(e) The addresses of the parties for notice purposes set forth in Section 12 of the Mortgage shall, for all purposes under the Mortgage, be amended to read as follows:

"If to Mortgagor:

VSI Corporation
300 West Service Road
Chantilly, Virginia 22021
Attn: Michael Alcox

If to Mortgagee:

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19840
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"

(f) 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.

(g) All references in the Mortgage to the "State" shall mean and refer to the State of Illinois.

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(h) The Mortgagor's address and chief executive office set forth in the first page of the Mortgage is hereby amended for all purposes under the Mortgage (including without limitation for the purpose of the Mortgage constituting a fixture filing) to read as follows: "300 West Service Road, Chantilly, Virginia 22021".

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.

9. Effective Date. This instrument is entered into by each party on the date such party executes this instrument, but is effective as of the date first stated above.

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

VSI CORPORATION, a Delaware corporation
(successor to D-M-E Corporation, a
Michigan corporation)

By: *Donald E. Miller*
Donald E. Miller, its Vice President

ATTEST:

CORPORATE SEAL

Karen L. Schneckenburger
Karen L. Schneckenburger,
its Treasurer

Property of Cook County Clerk's Office

62008066

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

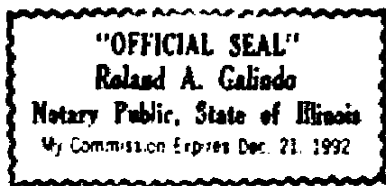
I hereby certify that on this 27th day of July, 1992, before me, Roland A. Galindo, a Notary Public in and for the State of Illinois, appeared Donald E. Miller and Karen L. Schneckenburger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and both of whom are to me personally known to be the same persons whose names as Vice President and Treasurer 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 Treasurer, respectively, of VSI Corporation, a Delaware corporation (successor to D-M-E Corporation, a Michigan corporation); that being informed of the contents of said instrument, and as such Vice President and Treasurer 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.


Notary Public

My term expires: 12-21-92

SEAL



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1975 NO. 17TH AVENUE
MELROSE PARK, ILLINOIS
COOK COUNTY
92VSI10

EXHIBIT A

That part of (i) Lot 4 in Block 2 in Franklin Farms, being a subdivision of the North half of the South East Quarter and the West half of the South West Quarter of the North East Quarter and the North West Quarter of Section 34, Township 40 North, Range 12, East of the Third Principal Meridian, lying South of the Indian Boundary Line (except that part taken for Railroads) and (ii) Lot 1 in the Subdivision of the South West Quarter of the South East Quarter of Section 34, Township 40 North, Range 12, East of the Third Principal Meridian (except 3.10 acres in the South East corner thereof, marked not included on the plat of said subdivision), taken as a tract, described as lying:

South of the South line of the North 468.66 feet of said Lot 4 in Block 2 in Franklin Farms. West of a line 10 feet West of and parallel with the North and South center line of the West half of the South East Quarter of said Section 34, North of the North line of the South 300 feet of said Lot 1 in the subdivision of the South West Quarter of the South East Quarter of Section 34 and East of the East line of 17th Avenue, being a line 33 feet East of and parallel with the West line of the South East Quarter of said Section 34, in Cook County, Illinois.

Permanent Tax Numbers: 12-34-403-020 Volume: 071
(Affects that part of the land falling in Lot 4)
12-34-403-024
(Affects that part of the land falling in Lot 1)