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COOK COUNTY RECORDER

This Second Amendment was prepared by:

Kathleen McAdams, Esq.
Kathleen McAdams, Esquire

Mail to:
DILWORTH, FAXSON, KALISH
& KAUFFMAN
3200 The Mellon Bank Center
1735 Market Street
Philadelphia, PA 19103
(215) 575-7000



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SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT, dated as of August 27, 1992 is among THE LEHIGH PRESS, INC., a Pennsylvania corporation having an address at 7001 North Park Drive, Pennsauken, New Jersey 08109 (herein, together with its successors and assigns, being called the "Mortgagor"), and CORESTATES BANK, N.A., a national banking association, successor in interest to First Pennsylvania Bank, N.A. (the "Corporate Trustee"), in its limited capacity as Corporate Trustee under the Trust Agreement referred to below and not its individual capacity, and CONSTANTINE HROMYCH, an individual (the "Individual Trustee") in his limited capacity as Individual Trustee under the Trust Agreement and not in his individual capacity (the Corporate Trustee and the Individual Trustee, together with their respective successors and assigns as such Corporate Trustee and Individual Trustee under the Trust Agreement, being herein collectively called the "Mortgagee").

BACKGROUND

A. Reference is hereby made to the Trust Agreement dated as of March 6, 1987 (the "Trust Agreement") among the Mortgagor, as an Obligor; Fidelity Bank, National Association, Philadelphia National Bank and Midlantic National Bank, as the Banks; Fidelity Bank, National Association, as the Agent; the Morgan Stanley Leveraged Senior Debt Fund, L.P. and Connecticut General Life Insurance Company, as the Purchasers of the Senior Notes; and First Pennsylvania Bank, N.A., as the Corporate Trustee and Constantine Hromych, as the Individual Trustee. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Trust Agreement.

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B. All of the Secured Obligations under the Trust Agreement are secured by a Mortgage and Security Agreement dated as of July 31, 1989 and recorded on July 31, 1989 at the Office of the Recorder in Cook County, Illinois as document number 89-349462, between the Mortgagor and the Mortgagee, as amended by a First Amendment to Mortgage and Security Agreement dated as of June 28, 1990 and recorded on July 3, 1990 at the Office of the Recorder in Cook County, Illinois as document number 90319793 (such Mortgage and Security Agreement, as amended, is hereinafter called the "Mortgage").

C. The Mortgagor and First Fidelity Bank, N.A. South Jersey, Philadelphia National Bank, incorporated as Corestates Bank, N.A., and Midlantic National Bank, as successor Banks, and First Fidelity Bank, N.A. South Jersey, as successor Agent, are parties to an Amended and Restated Term Loan and Revolving Credit Agreement of even date herewith (such Agreement, as the same may hereafter be amended from time to time, is hereinafter called the "Credit Agreement"), which amended and restated the Term Loan and Revolving Credit Agreement dated as of December 18, 1986, as amended, among the Mortgagor, the Banks and the Agent.

D. Pursuant to the Credit Agreement, the Banks have agreed to make new term loans to the Mortgagor in an aggregate principal amount of \$10,000,000 (the "Third Term Loans") for the purpose of repaying a like amount of the MS Senior Notes (as defined in the Credit Agreement). The Banks have reduced their aggregate commitment for the Revolving Loans (as defined in the Credit Agreement) from \$16,000,000 to \$13,000,000.

E. The Third Term Loans will constitute additional Secured Obligations under the Trust Agreement and will be secured by the Collateral under the Trust Agreement and the Collateral Documents.

F. The Mortgagor and the Mortgagee desire to amend the Mortgage to include the amount of the Third Term Loans as part of the Secured Obligations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

SECTION I. AMENDMENTS TO MORTGAGE AND SECURITY AGREEMENT

(a) Subparagraph 1.(a). of paragraph C. of the Background of the Mortgage is amended and restated in its entirety as follows:

"a. The Bank Notes in the maximum aggregate

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principal amount of \$54,000,000 issued under the Term Loan and Revolving Credit Agreement dated as of December 18, 1986, as amended and restated by the Amended and Restated Term Loan and Revolving Credit Agreement dated as of August 27, 1992 among the Mortgagor, the Banks and the Agent, as such Agreement may be amended from time to time (the "Credit Agreement");"

(b) Subparagraph 1.(c). of paragraph C. of the Background of the Mortgage is hereby amended and restated in its entirety as follows:

"c. The Senior Notes in the maximum aggregate principal amount of \$11,500,000 issued under the Senior Note Purchase Agreement dated as of December 18, 1986, as amended by Amendment No. 1 dated December 20, 1988, among Mortgagor (as successor by merger to LP and Holding) and the Purchaser, as the same may be amended from time to time (the "Senior Note Purchase Agreement");"

(c) The second sentence of the paragraph immediately following subparagraph 3 of paragraph C. of the Background of the Mortgage is hereby amended and restated as follows:

"The aggregate principal amount of the Secured Obligations which this Mortgage secures is \$71,600,000."

(d) The phrases "Section 5.03 of" and "Section 10.02 of" are hereby deleted from the first sentence of paragraph D. of the Background of the Mortgage.

(e) Paragraph E. of the Background of the Mortgage is amended to substitute "\$13,000,000" for "\$20,000,000" in all places where such number appears, and to substitute "\$71,600,000" for "\$74,600,000."

(f) The phrase "Prime Rate (as such term is defined in the Credit Agreement)" in paragraph F. of the Background of the Mortgage shall be amended to substitute "Base Rate (as defined in the Revolving Notes (as defined in the Credit Agreement))" in its place.

(g) Subsection (B) of Section 1 of the Mortgage shall be amended and restated in its entirety as follows:

"liens that are customary or as to which no exception is taken by a title insurance company with respect to the mortgagee's policy or policies, and any endorsements thereto, issued or to be issued pursuant to the Credit

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Agreement or the Senior Note Purchase Agreement;"

(h) The phrase "Prime Rate Plus (as defined in the Bank Term Notes described in the Credit Agreement)" in Section 10 of the Mortgage shall be amended to substitute "Base Rate (as defined in the Revolving Notes (as defined in the Credit Agreement)) plus two and one-half percent" in its place.

(i) Section 40(a) of the Mortgage is amended and restated in its entirety as follows:

"Event of Default' means (i) an Event of Default as such term is defined in the Credit Agreement; (ii) an Event of Default as such term is defined in the Senior Note Purchase Agreement; or (iii) any event which constitutes an Event of Default under any of the Industrial Development Bond Agreements."

(j) The phrase "described in Section 4.01(C) of the Credit Agreement" shall be deleted from Section 48 of the Mortgage.

SECTION II. MISCELLANEOUS

(a) References in the Mortgage to "this Mortgage" or "this Mortgage and Security Agreement" shall mean the Mortgage as amended by this Second Amendment.

(b) Except as modified hereby, all of the terms and conditions of the Mortgage shall remain in full force and effect without amendment or modification.

(c) The Mortgagor hereby acknowledges receipt of a true copy of the Mortgage, as amended by this Second Amendment, certified as such, without charge.

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IN WITNESS WHEREOF, the Mortgagor has executed this Second Amendment to Mortgage and Security Agreement or has caused these presents to be executed and delivered by a proper corporate officer of The Lehigh Press, Inc. thereunto duly authorized, and has caused the proper corporate seal of The Lehigh Press, Inc. to be hereto affixed as of the day and year first above written.

MORTGAGOR:

THE LEHIGH PRESS, INC.

Attest:

Mary White
Secretary

By: William E. ...
Executive Vice President

[Corporate Seal]

MORTGAGEE:

CORESTATES BANK, N.A.
as Trustee

Attest:

Mary ...
Title: ASSISTANT VICE PRESIDENT

By: John ...
Title: ASSISTANT VICE PRESIDENT

[Corporate Seal]

Witness:

John ...

Constantine Nrehyt
as Trustee

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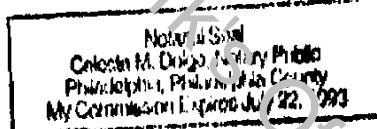
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

I, CELESTE M. DOLLE, a Notary Public in and for and residing in said County, in the Commonwealth aforesaid, DO HEREBY CERTIFY THAT WILLIAM F. LOVE, Executive Vice President of The Lehigh Press, Inc. and MARK K. WHITE, Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Executive Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of the Corporation, did affix the corporate seal of said Corporation to said instrument as said Secretary's own free and voluntary act 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 22nd day of August, 1992.

Celeste M. Dolle
Notary Public

(Notarial Seal)



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COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

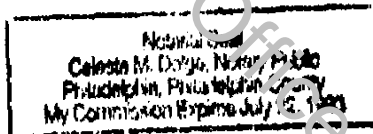
I CELESTE M. DOYLE, a Notary Public in and for and residing in said County, in the Commonwealth aforesaid, DO HEREBY CERTIFY THAT BRIAN BUCHANAN, (Assistant) Vice President of Corestates Bank, N.A. and CONSTANTINE HADJIDON (Assistant) Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Vice President and (Assistant) Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank in its limited capacity as corporate trustee for the uses and purposes therein set forth; and the said (Assistant) Secretary then and there acknowledged that said (Assistant) Secretary, as custodian of the corporate seal of the Bank, did affix the corporate seal of said Bank to said instrument as said (Assistant) Secretary's own free and voluntary act and the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of August, 1992.

(Notarial Seal)

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Celeste M. Doyle
Notary Public



Member of the Association of Notaries

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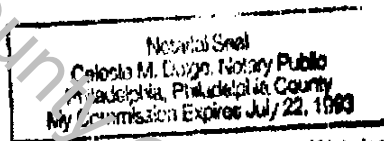
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

I, CELESTE M. ADGE, a Notary Public in and for and residing in said County, in the Commonwealth aforesaid, DO HEREBY CERTIFY THAT Constantine Hromych, 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 the said instrument as his own free and voluntary act as individual trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of August, 1992.

Celeste M. Adge
Notary Public

(Notarial Seal)



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RELEASE

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EXHIBIT "A"

LEGAL DESCRIPTION

TRACT NO. 1

Lots 1 to 36 inclusive in Block 4 in Shekleton Bros. 25th Ave., and Harrison Street Addition to Broadview, being a subdivision of part of the Northeast 1/4 of the Southeast 1/4 of Section 16, Township 39 North, Range 12 East of the Third Principal Meridian, together with all of the North and South vacated 20 foot public alley in said Block 4 lying West of and adjoining the West line of Lots 1 to 10 inclusive in said Block 4, lying East of and adjoining the East line of Lots 11 and 36 and the East line of said Lot 11 produced North to the Southeast corner of said Lot 36 in said Block 4, lying North of and adjoining the South line of Lot 10 aforesaid in said Block 4 produced West to the Southeast corner of said Lot 11 in said Block and lying South of and adjoining the North line of Lot 1 aforesaid in said Block 4 produced West to the Northeast corner of said Lot 36 in said Block 4 and all of the East and West vacated 20 foot public alley in said Block 4 lying North of and adjoining the North line of Lots 11 to 23 inclusive in said Block 4, lying South of and adjoining South line of Lots 24 to 36 inclusive in said Block 4, lying West of and adjoining the East line of Lot 11 in Block 4 produced North to the Southeast corner of Lot 36 in Block 4 as aforesaid and lying East of and adjoining the West line of Lot 23 in said Block 4 produced North to the Southwest corner of Lot 24 in said Block 4, all in Shekleton Bros. 25th Ave., and Harrison Street Addition to Broadview aforesaid; also, the North 1/2 of that part of vacated Polk Street lying South of and adjoining the South line of Lots 10 thru 23 inclusive and the South line of said Lot 10 produced West to the Southeast corner of Lot 11, all in said Block 4, lying East of and adjoining the West line of Lot 23 in said Block 4 produced South and lying West of and adjoining the East line of Lot 10 in said Block 4 produced South in said Shekleton Bros. 25th Ave., and Harrison Street Addition to Broadview, in Cook County, Illinois.

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TRACT NO. 2

Block 5 together with the East 1/2 of the North and South vacated alley lying West and adjoining Lots 1 thru 10, both inclusive, the West 1/2 of the vacated North and South alley lying East and adjoining Lots 11 and 36 and the East line of Lot 11 extended North to the Southeast corner of Lot 36; the North 1/2 of the vacated East and West alley lying South and adjoining Lots 24 to 36, both inclusive; the South 1/2 of the vacated East and West alley lying North and adjoining Lots 11 to 23, both inclusive; the South 1/2 of vacated Polk Street lying North and adjoining Lots 24 to 36, both inclusive, and Lot 1 and the North line of Lot 1 extended West to the Northeast corner of Lot 36, all in Block 5 in Shekleton Brothers 25th Avenue and Harrison Street addition to Broadview, being a subdivision of part of the North East 1/4 of the South East 1/4 of Section 16, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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