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TOC #6
1000 E. Dundee
Palatine, Illinois

FIRST AMENDMENT TO LEASEHOLD MORTGAGE AND SECURITY AGREEMENT 1988

THIS FIRST AMENDMENT TO LEASEHOLD MORTGAGE AND SECURITY AGREEMENT is made as of January 1, 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 40296 ("Mortgagee").

WITNESSETH:

WHEREAS, the parties hereto are the parties to that certain Leasehold Mortgage and Security Agreement, dated as of August 15, 1988, recorded on August 26, 1988 as Document Number 88388902 in the Office of the Recorder of Cook County, Illinois, (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. Paragraph A on Page 2 of the Mortgage is amended to read, in its entirety, as follows:

"A. All obligations of Mortgagor under the Term Loan Agreement dated as of August 1, 1988, by and between Mortgagor and Mortgagee, as it may heretofore have been and may hereafter be extended and/or amended from time to time (as so extended and/or amended, the "Loan Agreement"), including obligations evidenced by two term loan notes in the aggregate face principal amount of \$5,000,000 (the "Notes"), having final maturity dates, if not sooner paid, of February 1, 1997, and any and all amendments, modifications, extensions, and renewals thereof;"

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 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 J. Lutnick
Carl J. Lutnick,
Vice President

DEPT. OF RECORDINGS \$23.00
1992 JAN 02 04/06/92 11:46:00
9274 1F * 92-229216
COOK COUNTY RECORDER

23008

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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 Zorn
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 L. 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 Zorn
NOTARY PUBLIC

This Instrument Prepared By:

H. Alexander Campbell
H. Alexander Campbell
Wyatt, Tarrant & Combs
2800 Citizens Plaza
Louisville, Kentucky 40202

\$15.00 (MTG.)
G: \NWK\AMENDME2.MER

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