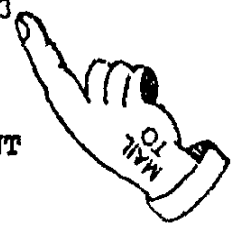


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This Third Amendment was prepared by:

Kathleen McAdams, Esq. 93420087
Kathleen McAdams, Esquire

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



THIRD AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS THIRD AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT, dated as of May 28, 1993 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 July 31, 1989 and recorded on July 31, 1989 at the Office of the Recorder in Cook County, Illinois ("Recorder's Office") as document number 89-349462, between the Mortgagor and the Mortgagee, as amended by a First Amendment dated as of June 28, 1990 and recorded on July 3, 1990 at the Recorder's Office as document number 90319783 and as amended by a Second Amendment dated as of August 27, 1992 and recorded on September 1, 1992 at the Recorder's Office as document number 92649454 (such Mortgage and Security Agreement, as amended, is hereinafter called the "Mortgage") and secured upon all that certain lot or piece of ground with the buildings and improvements thereon erected as more particularly described on Exhibit "A" attached hereto.

C. The Mortgagor and First Fidelity Bank, N.A. New Jersey (as successor to 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. New Jersey (as successor to First Fidelity Bank, N.A. South Jersey), as Agent, are parties to an Amended and Restated Term Loan and Revolving Credit Agreement dated as of August 27, 1992, as amended by a First Amendment of even date herewith (such Agreement, as the same may hereafter be amended from time to time, is hereinafter called the "Credit Agreement").

D. Pursuant to the Credit Agreement, the Banks have agreed to make new term loans to the Mortgagor in an aggregate principal amount of \$11,500,000 (the "Fourth Term Loans") for the purpose of repaying in full the MS Senior Notes (as defined in the Credit Agreement). In addition, the Banks have modified the rate of interest on the Third Term Loans (as defined in the Credit Agreement).

E. The Fourth 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 Fourth 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 B of the Background of the Mortgage is amended and restated in its entirety as follows:

"a. The Bank Notes in the maximum aggregate principal amount of \$65,500,000 issued under

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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, as amended by a First Amendment thereto dated as of May 28, 1993 among the Mortgagor, the Banks and the Agent, as such Agreement may be amended from time to time (the 'Credit Agreement');"

(b) Subparagraphs 1.c and 1.d of paragraph B. of the Background of the Mortgage are hereby deleted in their entirety.

(c) The Senior Notes and the Senior Note Purchase Agreement are no longer Secured Instruments for purposes of the Trust Agreement and the Mortgage, and all references in the Mortgage to the Senior Notes and the Senior Note Purchase Agreement are hereby deleted in their entirety.

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 Third 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 Third Amendment, certified as such, without charge.

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

MORTGAGOR:

THE LEHIGH PRESS, INC.

Attest:

M. R. White
Secretary

By: *Williflowe*
Executive Vice President

[Corporate Seal]

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MORTGAGEE:

Attest:

CORESTATES BANK, N.A.,
as Trustee

Constantine Hromych
Title: *AVP*

By: *Elizabeth E. Videman*
Title: *AVP*

[Corporate Seal]

Witness:

Elizabeth E. Videman

Constantine Hromych
Constantine Hromych as Trustee

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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 15, 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.

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.

P.I.N. Nos. 15-16-411-037, 15-16-412-001 through 15-16-412-036

SOUTHWEST CORNER OF 25TH AVE. & LEXINGTON ST., BROADVIEW

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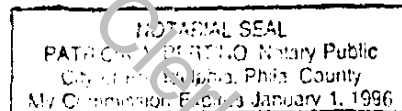
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

I, Patricia A. Bertino, a Notary Public in and for and residing in said County, in the Commonwealth aforesaid, DO HEREBY CERTIFY THAT Elizabeth A. Cronan, (Assistant) Vice President of Corestates Bank, N.A. and Constantine N. Noyes, (Assistant) Vice President 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) Vice President, 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) Vice President then and there acknowledged that said (Assistant) Vice President, as custodian of the corporate seal of the Bank, did affix the corporate seal of said Bank to said instrument as said (Assistant) Vice President'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 28 day of May, 1993.

Patricia A. Bertino
Notary Public

(Notarial Seal)



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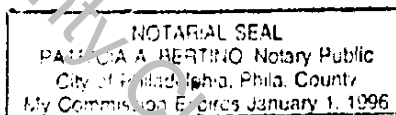
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

I, Patricia A. Bertino, 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 Mary R. 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 28th day of May, 1993.

Patricia A. Bertino
Notary Public

(Notarial Seal)



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COMMONWEALTH OF PENNSYLVANIA

:

SS.

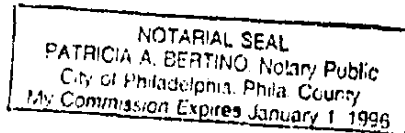
COUNTY OF PHILADELPHIA

:

I, Patricia A. Bertino, 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 28th day of May, 1993.

Patricia A. Bertino
Notary Public



(Notarial Seal)

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