

UNOFFICIAL COPY

93524254

THIRD AMENDMENT TO MORTGAGES AND ASSIGNMENTS OF LEASES AND RENTS

Property Address:

599 and 605 Wheeling Road
Wheeling, Cook County, Illinois
P.I.N. 03-11-300-004
03-11-300-005
03-11-300-007

Property Address:

555 Exchange Court
Wheeling, Cook County, Illinois
P.I.N. 03-11-300-008-0000

. DEPT-01 RECORDING 437.00
. T#0000 TRAN 2434 07/08/93 14:33:00
. #9836 # *-93-524254

COOK COUNTY RECORDER

THIS THIRD AMENDMENT TO MORTGAGES AND ASSIGNMENTS OF LEASES AND RENTS (the "Amendment") is entered into as of this 2nd day of July, 1993, between BETHESDA INVESTORS LIMITED PARTNERSHIP, an Illinois limited partnership ("Bethesda") and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association ("Lender").

RECITALS:

A. Bethesda and Lender have previously entered into a certain Credit Agreement dated as of November 17, 1988 (the "Bethesda Credit Agreement"), which was amended by an Amended and Restated Credit Agreement dated October 31, 1989, (collectively, as further amended, the "Bethesda Credit Agreement").

B. Fluid Management Limited Partnership, an Illinois limited partnership ("Fluid Management") and Lender have previously entered into a certain Credit Agreement dated as of November 17, 1988 (the "Initial Fluid Management Credit Agreement"), as amended by an Amended and Restated Credit Agreement dated October 31, 1989, and further amended by an Amendment dated as of January 11, 1990, Amendment No. 2 dated as of September 17, 1990, Amendment No. 3 dated as of May 24, 1991, Amendment No. 4 dated as of August 12, 1991, Amendment No. 5 dated as of December 2, 1991, Amendment No. 6 dated as of December 31, 1991, Amendment No. 7 dated as of February 28, 1992, Amendment No. 8 dated as of September 4, 1992, Amendment No. 9 dated as of March 10, 1993, and Amendment No. 10 ("Amendment No. 10") dated as of the date hereof (collectively, the "Initial Fluid Management Credit Agreement and all amendments thereto, including Amendment No. 10, are hereinafter referred to as the "Fluid Management Credit Agreement," and collectively with the Bethesda Credit Agreement, the "Credit Agreements").

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

Wayne F. Osoba
Hopkins & Sutter
Three First National Plaza
Suite 4300
Chicago, Illinois 60602

93524254

Box 334

37-
Eric

UNOFFICIAL COPY

C. Lender has previously agreed, subject to the terms and conditions of the Bethesda Credit Agreement, to make available a certain credit facility to Bethesda in the maximum aggregate principal amount of THREE MILLION ONE HUNDRED TWELVE THOUSAND DOLLARS (\$3,112,000) (the "Existing Bethesda Loan"), which amount is evidenced by a promissory note payable to Lender from Bethesda, dated as of October 31, 1989 (the "Bethesda Note").

D. Lender has previously agreed, subject to the terms and conditions of the Fluid Management Credit Agreement, as amended prior to the date hereof, to make available certain credit facilities to Fluid Management in the maximum aggregate principal amount of SEVENTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$17,500,000) (the "Existing Fluid Management Loan", and collectively with the Existing Bethesda Loan, the "Existing Loans"), which amount is evidenced by a promissory note payable to Lender from Fluid Management dated as of May 24, 1991 (the "Fluid Management Note").

E. The Existing Loans are secured by, among other things, the following documents and instruments:

(i) a certain mortgage from Bethesda dated November 17, 1988 and filed with the Registrar of Titles of Cook County, Illinois ("Registrar") on November 23, 1988 as document LR3755764, as amended by a First Amendment to Mortgage, Leasehold Mortgage and Assignment of Leases and Rents dated October 31, 1989 and filed with the Registrar on November 3, 1989, as document LR3837972, and an Amendment to Mortgages, Leasehold Mortgage and Assignment of Leases and Rents dated May 31, 1991 and filed with the Registrar on June 19, 1991 as document LR3973620 (collectively, the "Bethesda Mortgage"), encumbering certain real property located in Cook County, Illinois as more specifically described on Exhibit A hereto;

(ii) a certain Mortgage from Bethesda dated October 31, 1989 and filed with the Registrar on November 3, 1989 as document LR3837970, as amended by an Amendment to Mortgages, Leasehold Mortgage and Assignments of Leases and Rents dated May 31, 1991 and filed with the Registrar on June 19, 1991 as document LR3973620, and partially released pursuant to a Partial Release of Mortgage and Assignment of Leases and Rents dated November 24, 1992 (collectively, the "Exchange Court Mortgage", and together with the Bethesda Mortgage, the "Existing Mortgages"), encumbering certain real property located in Cook County, Illinois as more specifically described on Exhibit B hereto;

(iii) a certain Assignment of Leases and Rents from Bethesda dated November 17, 1988 and filed with the Registrar on November 23, 1988 as document LR3755765, as amended by a First Amendment to Mortgage, Leasehold Mortgage and Assignment of Leases and Rents dated October 31, 1989, filed with the Registrar on November 3, 1989 as document LR3837972, and an Amendment to Mortgages, Leasehold Mortgage and Assignments of Leases and Rents dated May 31, 1991 and filed with the Registrar on June 19,

03524000

UNOFFICIAL COPY

1991 as document LR3973620, (collectively, the "Assignment of Leases"), encumbering certain real property located in Cook County, Illinois as more specifically described on Exhibit A hereto; and

(iv) a certain Assignment of Leases and Rents dated October 31, 1989 from Bethesda and filed with the Registrar as document LR3837971, as amended by an Amendment to Mortgages, Leasehold Mortgage and Assignments of Leases and Rents dated May 31, 1991 and filed with the Registrar on June 19, 1991 as document LR3973620, and as partially released pursuant to a Partial Release of Mortgage and Assignment of Leases and Rents dated November 24, 1992 (collectively, the "Exchange Court Assignment of Leases," and together with the Existing Mortgages and the Assignment of Leases, the "Existing Security Documents"), encumbering certain real property located in Cook County, Illinois as more specifically described on Exhibit B hereto.

F. Fluid Management and Lender desire to restructure the Existing Fluid Management Loan so as to provide for additional loans (the "Fluid Management Additional Loans," and collectively with the Existing Loans, the "Credit") in an aggregate principal amount of FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) for a total loan amount to Fluid Management of TWENTY THREE MILLION DOLLARS (\$23,000,000) and to amend various other provisions in the Fluid Management Credit Agreement as provided in Amendment No. 10.

G. Lender has agreed to make the Fluid Management Additional Loans to Fluid Management, subject to the terms and conditions of the Fluid Management Credit Agreement, to be evidenced by a certain promissory note of even date herewith which shall replace and be combined with the Fluid Management Note (the "Fluid Management Replacement Note") in the maximum aggregate principal amount of TWENTY THREE MILLION DOLLARS (\$23,000,000).

H. Fluid Management, Inc. is the managing general partner of Bethesda, and Bethesda will benefit substantially from the execution of this Amendment and Amendment No. 10.

I. As a condition to Lender's making the Fluid Management Additional Loans available to Fluid Management, Bethesda has agreed, among other things, to modify the Existing Security Documents as provided hereinbelow.

NOW, THEREFORE, for and in consideration of the Fluid Management Additional Loans and for other good and valuable consideration, the receipt of which is hereby acknowledged, Bethesda and the Lender agree as follows:

1. Obligations Secured. The amount of indebtedness and obligations secured by the Existing Security Documents is hereby increased and expanded such that each of the Existing Security Documents shall secure, in addition to the Existing Loans, (a) repayment of the Fluid Management Additional Loans and any and all interest accruing thereon and other sums relating thereto, as evidenced by the Fluid Management

UNOFFICIAL COPY

Replacement Note in the original principal amount of \$23,000,000, and (b) if entered into with the Lender, all sums advanced pursuant to any interest rate swap, cap, collar or similar interest hedge agreement. The maximum principal amount of the Credit now secured by the Existing Security Documents, as amended hereby, is \$26,112,000.

2. **Fluid Management Credit Agreement/Note References.** Reference to the Fluid Management Credit Agreement or the Fluid Management Note in any of the Existing Loan Documents shall hereinafter mean the Fluid Management Credit Agreement as amended hereby and the Fluid Management Replacement Note, respectively.

3. **Affirmation.** Except as specifically amended hereby, all of the terms of the Existing Security Documents shall remain unchanged and in full force and effect and are hereby fully ratified and affirmed, as amended by this Amendment. Each of the Existing Security Documents is and shall continue to remain fully cross-collateralized and each shall continue to secure the entire Credit. The Credit Agreements and any other document or instrument evidencing, securing or relating to the Fluid Management Additional Loans, are and shall continue to be fully cross-defaulted with the Existing Security Documents and any other document or instrument evidencing, securing or relating to the Existing Loans.

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

5. **Captions.** The captions and headings of various Sections of this Amendment are for convenience only and are not to be considered in defining or limiting in any way the scope or intent of provisions hereof.

UNOFFICIAL COPY

IN WITNESS WHEREOF, Bethesda and Lender have caused this Amendment to be duly executed as of the date first written above.

LENDER:

THE FIRST NATIONAL BANK OF
CHICAGO, a national banking
association

By: *John Ringer*
Its: VICE PRESIDENT

BETHESDA:

BETHESDA INVESTORS LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: FLUID MANAGEMENT, INC.,
its managing general partner

By: *W.H. Amundson*
Chairman President

Attest: *Thomas E. Carr*
By: Secretary

Property of Cook County Clerk's Office

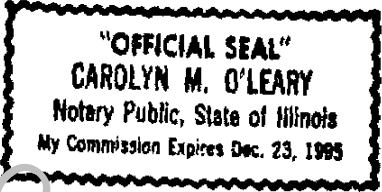
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Carolyn M. O'Leary Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mitchell H. Savage and Thomas F. Coker, the Chairman President and _____ Secretary, respectively, of FLUID MANAGEMENT, INC., the managing general partner of BETHESDA INVESTORS LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of such managing general partner, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said managing general partner and limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of July, 1993.

Carolyn M. O'Leary
NOTARY PUBLIC



My Commission Expires:
12/23/95

PROPERTY OF COOK County Clerk's Office

UNOFFICIAL COPY

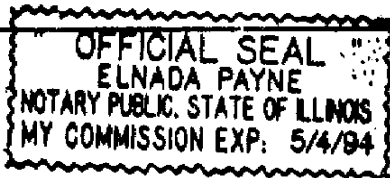
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Elnada Payne, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John D. Rungler, a vice president of THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such vice president, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of July, 1993.

Elnada Payne
NOTARY PUBLIC

My Commission Expires:



UNOFFICIAL COPY

EXHIBIT A

Legal Description

LOT 7 (EXCEPT THE WEST 15.25 FEET THEREOF) AND ALL OF LOT 8 IN BLOCK 1 IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER LR. 1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NUMBER LR. 1713481 IN COOK COUNTY, ILLINOIS.

LOT 6 (EXCEPT THE WEST 15.25 FEET THEREOF) IN BLOCK 1 OF HERZOG'S FIRST INDUSTRIAL SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT LR1639763.

Property Addresses: 599 South Wheeling Road
 Wheeling, Illinois

605 South Wheeling Road
Wheeling, Illinois

P.I.N.: 03-11-300-004-000
 03-11-300-005-000
 03-11-300-007-000

UNOFFICIAL COPY

EXHIBIT B

Legal Description

LOT FIVE (5) IN BLOCK ONE (1) IN HERZOG'S FIRST INDUSTRIAL SUBDIVISION OF PART OF THE EAST HALF (1/2) OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF (1/2) OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OR REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER 1639763, IN COOK COUNTY, ILLINOIS.

Property Address: 555 Exchange Court
Cook County, Illinois

P.I.N.: 03-11-300-008