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OMNIBUS AMENDMENT AGREEMENT

(Affects Cook County Recorder's Document
Nos. 89003703, 89003704, 89003705,
89482622, 89482623, 90136304)

THIS OMNIBUS AMENDMENT AGREEMENT (the "Amendment") is made and entered into effective as of December 31, 1992, but is actually executed by the parties hereto on the dates set forth in the notarial certificates attached hereto, by and between [i] THORNTON OIL CORPORATION, a Delaware corporation having an address of Suite 200, STM Plaza West, 10101 Linn Station Road, Louisville, Jefferson County, Kentucky 40223 ("Thornton"), and [ii] NLSB NEW LENOX BANK, an Illinois banking association having an address of 110 West Maple Street, New Lenox, Will County, Illinois 60451 ("NLSB"). First National Bank of Lockport, a national banking association ("FNBL"), also joins in the execution of this Amendment to consent to the transactions contemplated hereby, not personally but solely in its capacity of "No. 2 Trustee" and "No. 5 Trustee" as described below.

RECITALS

A. Pursuant to the terms of that certain "Assignment of Loans and Collateral" of even date with the effective date hereof (the "Assignment") between NLSB and FNBL, FNBL assigned to NLSB all of its right, title and interest in and to certain indebtedness of THP Partners, a Kentucky general partnership ("Debtor"), evidenced or represented by the following:

1. Installment Note dated December 29, 1988, from Debtor and FNBL, not personally but as Trustee under Trust Agreement dated as of December 22, 1988, and known as Trust No. 72-21110 ("No. 5 Trustee"), to bearer in the original principal amount of \$750,000 ("Note A");
2. Installment Note dated June 23, 1989, from Debtor and No. 5 Trustee to bearer in the original principal amount of \$50,000 ("Note B");
3. Installment Note dated September 1, 1989, from Debtor and FNBL, not personally but as Trustee under Trust Agreement dated as of February 2, 1989, and known as Trust No. 72-21160 ("No. 2 Trustee"), to bearer in the original principal amount of \$1,000,000 ("Note C"); and
4. Installment Note dated March 1, 1990, from Debtor and No. 2 Trustee to bearer in the original principal amount of \$200,000 ("Note D").

B. NLSB is also the owner and holder of that certain Business Note dated October 1, 1986, made by Debtor payable to the order of NLSB in the original principal amount of \$1,411,950 ("Note

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E")(collectively, together with Notes A, B, C, and D, referred to as the "Notes").

C. Pursuant to the terms of the Assignment, NLSB is also the owner and holder of certain other documents from Debtor evidencing and securing Notes A, B, C and D (the "FNBL Collateral Documents"), as follows:

1. Leasehold Mortgage, Assignment of Rents, Security Agreement dated as of December 29, 1988, from Debtor and No. 5 Trustee to FNBL recorded as Document No. 89003704 in the Office of the Recorder of Cook County, Illinois (the "Cook County Recorder's Office"), as subsequently amended;
2. Collateral Assignment of Lease dated as of December 29, 1988, from Debtor and No. 5 Trustee to FNBL recorded as Document No. 89003705 in the Cook County Recorder's Office;
3. Assignment of Rents dated December 29, 1988, from Debtor and No. 5 Trustee to FNBL recorded as Document No. 89003703 in the Cook County Recorder's Office;
4. Security Agreement dated December 29, 1988, from Debtor to FNBL;
5. Security Agreement dated June 23, 1989, from Debtor to FNBL;
6. Trust Deed dated September 1, 1989, from No. 2 Trustee to FNBL recorded as Document No. 89482622 in the Cook County Recorder's Office;
7. Assignment of Rents dated as of September 1, 1989, from Debtor and No. 2 Trustee to FNBL October 12, 1989, recorded as Document No. 89482623 in the Cook County Recorder's Office;
8. Collateral Assignment dated September 1, 1989, from Debtor to FNBL; and
9. Junior Mortgage Trust Deed dated March 1, 1990, from No. 2 Trustee to FNBL recorded as Document No. 90136304 in the Cook County Recorder's Office.

D. NLSB is also the owner and holder of certain other documents from Debtor evidencing and securing Note E (the "NLSB Collateral Documents")(collectively, together with the FNBL Collateral Documents, referred to as the "Collateral Documents"), as follows:

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1. Leasehold Mortgage, Assignment of Rents, and Security Agreement dated as of October 1, 1986, from Debtor to NLSB, recorded in Mortgage Book 117, Page 462, in the Office of the Clerk of Woodford County, Kentucky (the "Woodford County Clerk's Office");

2. Open-End Mortgage, Assignment of Rents, and Security Agreement dated as of October 1, 1986, from Debtor to NLSB, recorded in Mortgage Record Volume 709, Page 457, in the Office of the Recorder of Clermont County, Ohio (the "Clermont County Recorder's Office"); and

3. Open-End Mortgage, Assignment of Rents, and Security Agreement dated as of October 1, 1987, from Debtor to NLSB recorded in Mortgage Record Volume 1932, Page 584, in the Office of the Recorder of Butler County, Ohio (the "Butler County Recorder's Office").

E. Pursuant to the terms of that certain "Assumption and Release Agreement" of even date with the effective date hereof between NLSB and Thornton (the "First Assumption Agreement"), Thornton assumed all of the liabilities and obligations of Debtor and others under the Notes and under the Collateral Documents (collectively, the "Loan Documents") and NLSB released Debtor and such others from such liabilities and obligations.

F. Pursuant to the terms of that certain "Assumption and Release Agreement" of even date with the effective date hereof between NLSB and Thornton (the "Second Assumption Agreement") (the First Assumption Agreement and the Second Assumption Agreement are collectively referred to herein as the "Assumption Agreements"), Thornton assumed all of the liabilities and obligations of Debtor and others under the Loan Documents and NLSB released Debtor and such others from such liabilities and obligations.

G. Pursuant to the terms of that certain "Modification of Notes and Collateral Documents" of even date with the effective date hereof between Thornton and NLSB (the "Modification Agreement"), Thornton and NLSB have modified certain of the terms and conditions of the Loan Documents as more particularly provided in the Modification Agreement.

H. Thornton and NLSB desire to enter into this Amendment to evidence that the Loan Documents as modified continue to secure the Notes, as amended, and the obligations of Thornton to NLSB under each of the other Loan Documents, as amended.

NOW THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to

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be legally bound, Thornton and NLSB are agreed, and do hereby agree, as follows:

1. Acknowledgement of Assumption by Thornton and Assignment to NLSB; References to Debtor and FNBL.

A. Each of Thornton and NLSB hereby acknowledges that Thornton has assumed all of the liabilities and obligations of Debtor and others under all of the Loan Documents and has agreed to be bound by the terms thereof as if Thornton was originally named as Debtor therein and, further, that NLSB has released Debtor and such others from such liabilities and obligations.

B. From and after the effective date of this Amendment, each reference in the Loan Documents to Debtor shall mean and shall be a reference to Thornton and each reference in the Loan Documents to FNBL shall mean and shall be a reference to NLSB.

2. Additional Security for the Notes; Cross-Collateralized.

A. Thornton recognizes, acknowledges and agrees that: [i] all of the Notes and the performance of the terms of all of the Loan Documents shall be cross-collateralized by all of the Collateral Documents so that the occurrence of an Event of Default, default or breach under any of the Notes or under any of the Loan Documents shall immediately entitle NLSB to proceed against and enforce its security interests in any and all of the collateral or security interests arising under any of the Loan Documents, and [ii] NLSB shall have no obligation to release or terminate any of the Collateral Documents unless and until the entire principal balance of, and accrued interest on, all of the Notes shall have been paid in full.

B. All of the representations, warranties and covenants contained in the Collateral Documents with respect to any of the Notes shall apply for the security of each of the Notes.

3. Additional Covenants. Until the entire principal balance of, and accrued interest on, the Notes have been paid in full, Thornton shall comply with the following covenants:

A. **Insurance Coverages.** In addition to complying with all of the covenants contained in the Loan Documents regarding insurance, Thornton shall:

[1] keep all property encumbered by the Collateral Documents (the "Property") of a character usually insured by companies operating businesses and properties of the character of the Property insured to the full insurable value thereof against all risks of physical loss by an insurer rated A or better by A.M. Best Company (a "Qualified Insurer");

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[2] maintain, in respect of the business carried on by Thornton in and upon the Property, public liability and other insurance by one or more Qualified Insurers in such amounts and against such risks and claims as are usually carried by companies operating businesses and properties of the character of the Property, including, without limitation, insurance against claims for personal injury, death, or property damage suffered by others upon or in or about the Property;

[3] maintain, in respect of the business carried on by Thornton in and upon the Property, such worker's compensation or similar insurance by one or more Qualified Insurers (or equivalent self-insurance plan) as may be required of Thornton under the laws of each jurisdiction in which the Property is located; and

[4] deliver to NLSB within one hundred twenty (120) days after the close of each fiscal year of Thornton and within fifteen (15) days after any request therefor from NLSB, a certificate of an officer of Thornton familiar with its insurance affairs listing the policies of insurance outstanding and in force on the date of such certificate in respect of the Property, the names of the companies issuing such insurance, the amounts and expiration date or dates of such insurance, and the risks covered thereby.

B. Indebtedness to NLSB. Thornton shall not at any time have outstanding indebtedness to NLSB in an amount exceeding \$3,000,000, which amount shall also be the maximum principal indebtedness secured by the Collateral Documents.

C. Default under any Indebtedness. Thornton shall not suffer or permit to exist and continue unremedied after the giving of any required notice and lapse of any permitted period for cure any default in respect of any agreement or obligation relating to any indebtedness of Thornton or any of its subsidiaries if the effect of such default is to accelerate the maturity of such indebtedness or to permit the holder or obligee thereof or any trustee on behalf of such holder or obligee to cause such indebtedness to become due prior to the stated maturity thereof, or fail to pay any such indebtedness without a stated maturity when due and payable in accordance with standard industry practice; excepting, however, any such defaults so long as the validity thereof shall be contested in good faith by appropriate proceedings and Thornton or any subsidiary shall have set aside on its books adequate reserves with respect to any such indebtedness or obligations so contested.

D. Supplemental Documents. Thornton shall furnish to NLSB promptly, from time to time, such other information regarding the operations, business, affairs, and financial condition of Thornton and its subsidiaries and the opportunity to examine the

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books and records of Thornton and its subsidiaries as NLSB may reasonably require.

4. Events of Default. Each of the following events ("Events of Default") shall be a default by Thornton under this Amendment, each of the Notes and all of the other Loan Documents:

A. If any representation or warranty made in this Amendment or in any written report, certificate, financial statement or other instrument required to be furnished in connection with this Amendment shall prove to have been false or misleading in any material respect when made; or

B. If default shall be made in the payment of principal or interest on any of the Notes and such default shall continue unremedied for more than ten (10) calendar days after the same becomes due and payable, whether at maturity or at any date fixed for payment of any installment or prepayment thereof or by acceleration thereof or otherwise; or

C. If default shall be made in the payment of any other sum due to NLSB pursuant to the terms of the Collateral Documents for more than ten (10) calendar days after written notice thereof from NLSB to Thornton; or

D. If default shall be made in the due observance or performance of any covenant, condition, or agreement on the part of Thornton to be observed or performed pursuant to the terms of Sections 3A or 3D above; or

E. If default shall be made in the due observance or performance of any covenant, condition, or agreement on the part of Thornton to be observed or performed pursuant to the terms of Sections 3B or 3C above and such default shall continue unremedied for thirty (30) calendar days after the earlier of the date of written notice thereof from NLSB to Thornton or the date any executive officer of Thornton obtains knowledge thereof; or

F. If Thornton or any of its subsidiaries shall default in the performance of, or compliance with, any material term contained in any of the Loan Documents or any other agreement or instrument evidencing or relating to any indebtedness of Thornton or any of its subsidiaries to NLSB, whether or not related to Notes or any of the other Loan Documents, and such default shall continue unremedied for more than the period of grace, if any, specified therein and shall not have been waived pursuant thereto; or

G. If Thornton shall: [i] discontinue its business or [ii] voluntarily commence any proceeding or file any petition seeking relief under any federal or state bankruptcy, insolvency, or similar law, [iii] consent to the institution of, or fail to controvert in a timely and appropriate manner, any such proceeding

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or the filing of any such petition, [vi] apply for, or consent to, the appointment of a receiver, custodian, or similar official of it or for a substantial part of its property, [v] file an answer admitting the material allegations of a petition filed against it in any such proceeding, [vi] make a general assignment for the benefit of creditors, [vii] become unable generally or admit in writing its inability to pay its debts as they become due, [viii] take any action to liquidate or dissolve, or [ix] take corporate action for the purpose of effecting any of the foregoing; or

H. If an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking: [i] relief in respect of Thornton of all or a substantial part of its assets under any federal or state bankruptcy, insolvency, or similar law, [ii] the appointment of a receiver, trustee, custodian, or similar official for it or for a substantial part of its property, or [iii] the winding up or liquidation of Thornton; and such proceeding or petition shall continue undismissed for ninety (90) days or an order or decree approving or ordering any of the foregoing shall continue unstayed and in effect for thirty (30) days.

5. Remedies.

A. If any Event of Default shall have occurred, and at any time thereafter as long as such Event of Default shall then be continuing, NLSB may, by written notice to Thornton, declare the entire principal balance of, and all accrued interest on, the Notes to be forthwith due and payable, whereupon such principal and accrued interest shall become forthwith due and payable without presentment, demand, protest, or any other notice of any kind, all of which are hereby expressly waived by Thornton.

B. If any Event of Default shall have occurred and be continuing, NLSB may, after declaring the existence of such Event or Events of Default by notice to Thornton, proceed to protect and enforce its rights either by suit in equity and/or by action at law or by other appropriate proceedings whether for the specific performance (to the extent permitted by applicable law or equitable principles) of any covenant or agreement contained herein or in any of the Loan Documents, or for an injunction against a violation of any of the covenants or agreements contained herein or therein, or in aid of the exercise of any power granted herein or therein, or may proceed to enforce the Loan Documents or to enforce any other legal or equitable remedy of NLSB hereunder or under the Loan Documents including, without limitation, obtaining reimbursement for its costs of collection (including reasonable attorneys' fees and court costs).

C. No course of dealing on the part of NLSB or any delay or failure on the part of NLSB to exercise any right shall

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operate as a waiver of such right or otherwise prejudice its rights, powers, and remedies.

D. No right conferred hereby or by the Loan Documents upon NLSB shall be exclusive of any other right referred to herein or therein or now or hereafter available at law, in equity, by statute, or otherwise.

6. Joinder of FNBL; Exculpation of FNBL. FNBL joins in the execution of this Amendment as evidenced by its signature below to consent to, and does hereby consent to, the transactions contemplated hereby. It is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that: [i] this Amendment is executed and delivered by FNBL not in its own right, but solely in the exercise of the powers conferred upon it as No. 2 Trustee and No. Trustee, and [ii] no personal liability or personal responsibility is assumed by nor shall such liability at any time be asserted or enforceable against FNBL, the same, if any, being expressly waived and released.

7. Miscellaneous.

A. This Amendment is not intended to be and shall not be deemed to be a novation but rather shall be supplemental to and modify the Loan Documents and shall be entitled to the benefit of the same priority of the Loan Documents, to the maximum extent permitted by law.

B. From and after the effective date of this Amendment, each reference to any of the Loan Documents shall mean and be a reference to the Loan Documents as modified hereby.

C. This Amendment shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the respective parties hereto.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto effective as of the date and year first written above.

Signed and acknowledged
in the presence of:

"THORNTON"

THORNTON OIL CORPORATION

David A. [Signature]
Name: DAVID A. [Signature]

By: [Signature]
Paul J. Perconti
President

[Signature]
Name: Sandy M. Deel

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"NLSB"

NLSB NEW LENOX BANK

Mary Anne Breen
Name: Mary Anne Breen

By: William R. Laughridge
William R. Laughridge
President

Linda S. Rapson
Name: Linda S. Rapson

"FNBL"

FIRST NATIONAL BANK OF LOCKPORT, not personally, but as Trustee under Trust No. 72-2110

Theodore Ziegler
Name: Theodore Ziegler

By: Donald J. Koblinski
Name: Donald J. Koblinski
Title: Trust Officer

Name: _____

FIRST NATIONAL BANK OF LOCKPORT, not personally, but as trustee under Trust No. 72-21160

Theodore Ziegler
Name: Theodore Ziegler

By: Donald J. Koblinski
Name: Donald J. Koblinski
Title: Trust Officer

Name: _____

[NOTARIES CONTAINED ON FOLLOWING PAGE]

THIS INSTRUMENT IS EXECUTED BY THE FIRST NATIONAL BANK OF LOCKPORT NOT PERSONALLY BUT SOLELY AS TRUSTEE AS AFORESAID AND ALL THE UNDERSIGNED ARE FULLY AND PROPERLY ABLY QUALIFIED TO DO SO AND AS AFORESAID AND AS AFORESAID AND AS AFORESAID SHALL BE ANSWERABLE BY THE BANK AGAINST THE FIRST NATIONAL BANK OF LOCKPORT BY REASON OF ANY OF THE UNDERSIGNED STATEMENTS, REPRESENTATIONS OR WARRANTIES CONTAINED IN THE INSTRUMENT

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COMMONWEALTH OF KENTUCKY)

COUNTY OF JEFFERSON)

SS:

I, the undersigned notary public in and for said County, in the State aforesaid, do hereby certify that Paul J. Perconti, the President of Thornton Oil Corporation, a Delaware corporation, and David A. Bridges, the General Counsel of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and General Counsel, respectively, appeared before me this day in person and acknowledged that they each signed and delivered the said instrument as their own respective 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 General Counsel did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth.

Given under my hand and notarial seal this 1st day of June, 1993.

My Commission Expires: 11-1-95.

Wm. M. Edwards Anderson
Notary public

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STATE OF ILLINOIS)

COUNTY OF WILL)

SS:

I, the undersigned notary public in and for said County, in the State aforesaid, do hereby certify that William R. Loughridge, the President of NLSB New Lenox State Bank, an Illinois banking association, and Mary Anne Bissel, the secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and secretary, respectively, appeared before me this day in person and acknowledged that they each signed and delivered the said instrument as their own respective 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 did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his

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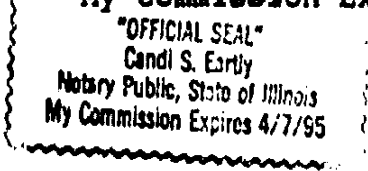
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own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth.

Given under my hand and notarial seal this 5th day of April, 1993.

My Commission Expires: 4/7/95



Candi S. Early
Notary public

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STATE OF ILLINOIS)

) 88:

COUNTY OF Will)

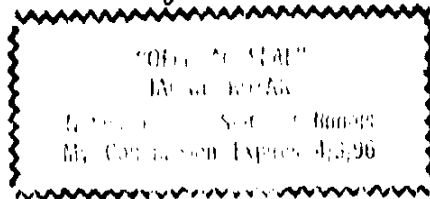
I, the undersigned notary public in and for said County, in the State aforesaid, do hereby certify that James M. ... the President of First National Bank of Lockport, a national banking association, and ... the ... of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and ..., respectively, appeared before me this day in person and acknowledged that they each signed and delivered the said instrument as their own respective 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 ... did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth.

Given under my hand and notarial seal this 4th day of April, 1993.

My Commission Expires: 4/3/96

Jackie Kozal
Notary public

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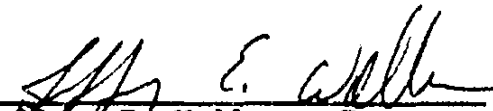


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THIS INSTRUMENT PREPARED BY:


Jeffrey E. Wallace, Esq.
WYATT, TARRANT & COMBS
2700 Citizens Plaza
Louisville, Kentucky 40202
(502) 589-5235

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Property of Cook County Clerk's Office

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TOC #5
Cicero, Illinois

EXHIBIT A

Legal Description of the Property

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East, of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the East line of South Cicero Avenue (Being a line 33.00 feet East of the parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (Being a line 75.00 feet South of and parallel with the north line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 1176.38 feet to the point of beginning of the tract herein described; thence continuing South 0 degrees 02 minutes 01 seconds East, along said East line, a distance of 200.00 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 175.00 feet; thence North 0 degrees 02 minutes 01 seconds West 200.00 feet; thence South 89 degrees 57 minutes 59 seconds West 175.00 feet to the hereinabove described point of beginning, in Cook County, Illinois.

PERMANENT IDENTIFICATION NO.: 16-27-100-012.

COMMON ADDRESS: Southeast Corner of Cicero Avenue and
Cermak Road, Cicero, Illinois

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TOC #2
Streamwood, Illinois

EXHIBIT A

Legal Description of the Property

Lot 1 in THP Commercial Park, being a subdivision of part of the Southeast Quarter of Section 13, Township 41 North, Range 9 East, of the Third Principal Meridian, according to the plat thereof recorded December 9, 1988, as Document Number 88569492, in Cook County, Illinois.

PERMANENT IDENTIFICATION NO.: 06-13-403-007-0000.

COMMON ADDRESS: Northwest Corner of Old Church Road and Barrington Road, Streamwood, Cook County, Illinois.

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