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CHICAGO - 9 JAN 11 1994

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Premises located at 1500 West Monroe Street, Chicago, Illinois  
Property Index No. 17-17-101-034

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24

As of January 4, 1994

MORTGAGE INCREASE AND MODIFICATION

AGREEMENT

BY

AND

BETWEEN

CREATIVE CARD COMPANY,  
an Illinois corporation,  
doing business in Illinois as C/C Sales, Century  
Engraving & Embossing Company, Century Grant Imprint  
Center, Century/Regency Greetings, Creative Greetings  
Cards, G.Y. Industries, Holly Hill Studios and  
Regency Greetings, having an address c/o Williamhouse  
-Regency, Inc., 28 West 23rd Street, New York,  
New York 10010, Attn: Chief Financial Officer

and

THE CIT GROUP/BUSINESS CREDIT, INC.  
a New York corporation having an office at  
1211 Avenue of the Americas, New York, New York 10036,  
as Lender and Lenders Agent

*prepared by and*  
WHEN RECORDED, RETURN TO:

Dewey Ballantine  
1301 Avenue of the Americas  
New York, New York 10019-6092  
Attention: Stuart Hirshfield, Esq.  
(50379)

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BOX 333

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## MORTGAGE INCREASE AND MODIFICATION AGREEMENT

AGREEMENT made as of the 4th day of January, 1994, by and between THE CIT GROUP/BUSINESS CREDIT, INC. as Lender and Lenders Agent ("MORTGAGEE"), a New York corporation, having an office at 1211 Avenue of the Americas, New York, New York 10036 and CREATIVE CARD COMPANY, an Illinois corporation, doing business in Illinois as C/C Sales, Century Engraving & Embossing Company, Century Grant Imprint Center, Century/ Regency Greetings, Creative Greeting Cards, G.Y. Industries, Holly Hill Studios and Regency Greetings ("MORTGAGOR"), having an address c/o Williamhouse - Regency, Inc., 28 West 23rd Street, New York, New York 10010, Attn: Chief Financial Officer.

### W I T N E S S E T H:

WHEREAS, Mortgagee is the lawful owner and holder of that certain mortgage (the "Mortgage") more particularly described in EXHIBIT A attached hereto, encumbering premises (the "Premises") described therein, and the Note, as defined in the Mortgage, secured thereby;

WHEREAS, the maximum principal amount which is or under any contingency may be secured by the Mortgage is \$25,000,000, plus interest thereon;

WHEREAS, the Mortgage secures obligations of Mortgagor under the Note;

WHEREAS, Mortgagor and its affiliates have requested, and Mortgagee and the other Lender for which

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Mortgagee acts as Lenders Agent have agreed, that Mortgagee and such other Lender for which Mortgagee acts as Lenders Agent provide an additional term loan to Mortgagor and its affiliates in the original principal amount of \$2,500,000, increase the line of credit under the Revolving Loan, as such term is defined in the Mortgage, from \$35,000,000 to \$42,500,000 and permit an additional affiliate of Mortgagor to join Mortgagor and its affiliates as an obligor under the Note; and in connection with the foregoing, the parties hereto have agreed to modify the terms of the Mortgage and the obligations secured thereby and to increase the maximum principal amount that may be secured by the Mortgage by an amount of \$2,500,000 (Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement, as such term is defined in the Mortgage).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein expressed, the parties hereto covenant and agree as follows:

1. The Mortgage Amount on the cover page of the Mortgage and the Amount of the Mortgage on page one of the Mortgage are amended to read as follows: \$27,500,000.

2. Paragraph one of the Recital of the Mortgage shall be, and is hereby, deleted in its entirety and the following paragraph shall be, and is hereby, substituted in its place and stead:

"Mortgagor is the owner of the premises

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described in Schedule A hereto. Mortgagee and the other Lender for which Mortgagee acts as Lenders Agent (as such terms are defined in the Loan Agreement, defined hereinbelow) heretofore made (i) a revolving Loan (the "Original Revolving Loan") to Mortgagor and its affiliates up to the amount of \$35,000,000 and (ii) a term loan (the "Original Term Loan") to Mortgagor and its affiliates in the amount of \$25,000,000, each pursuant to, and in accordance with, that certain Financing and Security Agreement between Mortgagee and the other Lender for which Mortgagee acts as Lenders Agent, and Mortgagor and affiliates of Mortgagor, dated as of May 1, 1993 (the "Financing Agreement"), which Original Revolving Loan was originally evidenced by those certain Revolving Loans Promissory Notes in the aggregate original principal amount of \$35,000,000 as described in the Financing Agreement (together, the "Original Revolving Loans Promissory Note") and the Original Term Loan was originally evidenced by certain Promissory Notes in the aggregate original principal amount of \$25,000,000 (together, the "Original Term Note"), each made by Mortgagor and its affiliates dated as of May 1, 1993 which Original Term Note obligated Mortgagor and its affiliates to pay the amount of the Term Loan which was fully advanced on or about May 1, 1993 and which Original Revolving Loans Promissory Note obligated Mortgagor and its affiliates to pay the amount of advances or readvances made by Mortgagee and the other Lender for which Mortgagee acts as Lenders Agent pursuant to the Financing Agreement. Mortgagor and its affiliates were entitled, upon the satisfaction of the terms and provisions of the Financing Agreement to borrow, repay and reborrow under the Original Revolving Loan; provided, however, that in no event was the outstanding amount of the Original Revolving Loan to be more than the amount evidenced by the Original Revolving Loans Promissory Note.

Mortgagor and its affiliates have requested, and Mortgagee and the other Lender for which Mortgagee acts as Lenders Agent have agreed, that Mortgagee and such other Lender for which Mortgagee acts as Lenders Agent permit an additional affiliate of Mortgagor to join Mortgagor and its affiliates as an obligor with respect to indebtedness evidenced by the Original Term Note and Original Revolving Loans Promissory Note and that Mortgagee make an additional term loan in the original principal amount of

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\$2,500,000 and increase the maximum outstanding amount of the Original Revolving Loan by \$7,500,000 to \$42,500,000 (the "Revolving Loan Increase"; the Original Revolving Loan and the Revolving Loan Increase are, collectively, the "Revolving Loan"), each pursuant to a First Amendment To The Financing and Security Agreement between Mortgagee and the other Lender for which Mortgagee acts as Lenders Agent and Mortgagor and affiliates of Mortgagor dated as of December 13, 1993 (the "Amendment"; the Financing Agreement as amended by the Amendment are, collectively, the "Loan Agreement"), which Original Revolving Loan and Revolving Loan Increase are evidenced by those certain Replacement Revolving Loans Promissory Notes (together, the "Replacement Revolving Loans Promissory Note") in the maximum aggregate principal amount of \$42,500,000 as described in the Amendment (the Original Revolving Loans Promissory Note, as replaced by Replacement Revolving Loans Promissory Note are, collectively, the "Revolving Loans Promissory Note") and which New Term Loan is evidenced by certain Promissory Notes in the aggregate original principal amount of \$2,500,000 (together the "New Term Note"), each made by Mortgagor and its affiliates dated December 20, 1993 which New Term Note obligates Mortgagor and its affiliates to pay the amount of the New Term Loan which shall be fully advanced on or about the date hereof and which Revolving Loans Promissory Note continues to obligate Mortgagor and its affiliates to pay the amount of advances or readvances made by Mortgagee and the other Lender for which Mortgagee acts as Lenders Agent pursuant to the Loan Agreement. The Original Term Note has been replaced by certain Promissory Notes in the aggregate principal amount of \$25,000,000 (together, the "Replacement Term Note"; the Replacement Term Note, New Term Note and the Revolving Loans Promissory Note are, collectively, the "Note"), each made by Mortgagor and its affiliates dated December 20, 1993 which Replacement Term Note continues to obligate Mortgagor and its affiliates to pay the amount of the Original Term Loan. Mortgagor and its affiliates shall continue to be entitled upon the satisfaction of the terms and provisions of the Loan Agreement to borrow, repay and reborrow under the Revolving Loan; provided, however, that in no event shall the outstanding amount of the Revolving Loan be more than the amount evidenced by the Revolving Loans Promissory Note."

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3. The following definition shall be, and is hereby, inserted in the Mortgage before the definition of the term "Borrower" on page one of the Mortgage:

"Amendment" shall have the meaning set forth in the second Recital paragraph above."

4. The following definition shall be, and is hereby, inserted in the Mortgage after the definition of the term "Events of Default" on page two of the Mortgage:

"Financing Agreement" shall have the meaning set forth in the first Recital paragraph above."

5. The following definition shall be, and is hereby, inserted in the Mortgage after the definition of the term "Mortgage Amount" on page two of the Mortgage:

"New Term Note" shall have the meaning set forth in the second Recital paragraph above."

6. The following definitions shall be, and are hereby, inserted in the Mortgage after the definition of the term "Obligations" on page two of the Mortgage:

"Original Revolving Loan" shall have the meaning set forth in the first Recital paragraph above."

"Original Revolving Loans Promissory Note" shall have the meaning set forth in the first Recital paragraph above.

"Original Term Loan" shall have the meaning set forth in the first Recital paragraph above.

"Original Term Note" shall have the meaning set forth in the first Recital paragraph above."

7. The word "first" in each of the definitions of the terms "Loan Agreement" and "Note" on page two of the Mortgage shall be, and is hereby, deleted therefrom and the

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word "second" shall be, and is hereby, substituted in its place and stead.

8. The word "first" in each of the definitions of the terms "Revolving Loan", "Revolving Loans Promissory Note" and "Term Loan" on page two of the Mortgage shall be, and is hereby, deleted therefrom and the word "second" shall be, and is hereby, substituted in place and stead.

9. The following definitions shall be, and is hereby, inserted in the Mortgage after the definition of the term "Prior Mortgage" on page two of the Mortgage:

"Replacement Term Note" shall have the meaning set forth in the second Recital paragraph above.

"Replacement Revolving Loans Promissory Note" shall have the meaning set forth in the second Recital paragraph above."

10. The following definition shall be, and is hereby, inserted in the Mortgage after the definition of the term "Revolving Loan" on page two of the Mortgage:

"Revolving Loan Increase" shall have the meaning set forth in the second Recital paragraph above."

11. The following definition shall be, and is hereby, inserted in the Mortgage after the definition of the term "Term Loan" on page two of the Mortgage:

"Term Note" shall have the meaning set forth in the second Recital paragraph above."

12. Mortgagor hereby agrees to pay the amount of the Mortgage, as increased hereunder, and interest thereon at a rate of interest and on terms provided for the payment of principal and interest in the Note, as defined in the

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Mortgage, as modified and increased hereby, secured by the Mortgage, as modified and increased hereby.

13. Mortgagor certifies that this instrument and the Mortgage (as modified and increased hereby) secures the same indebtedness evidenced by the Note (as defined in the Mortgage, as modified and increased hereby) and secures no further or other indebtedness or obligation.

14. Mortgagor covenants and agrees that as of the date hereof there exist no defenses, counterclaims or offsets to its obligations under the Mortgage, as modified and increased hereby, or for the payment of the indebtedness secured by the Mortgage, as modified and increased hereby.

15. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original for all purposes but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE CIT GROUP/BUSINESS CREDIT,  
INC., a New York corporation

By 

Name: ROY TUCH

Title: Vice President

CREATIVE CARD COMPANY, an  
Illinois corporation, doing  
business in Illinois as C/C  
Sales, Century Engraving &  
Embossing Company, Century  
Grant Imprint Center,  
Century/Regency Greetings,  
Creative Greeting Cards,  
G.Y. Industries, Holly Hill  
Studios and Regency  
Greetings

By  [Seal]

Name: Frank Smith

Title: Vice President

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STATE OF NEW YORK )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On the 5<sup>th</sup> day of January, 1994, before me personally came Frank Gindoff, to me known, who, being by me duly sworn, did depose and say that ~~he~~he resides in Haled, New York, that ~~she~~he is the Vice President ~~Person Administration~~ of the Creative Card Company, the corporation described in and which executed the above instrument; and that ~~she~~he signed ~~her~~his name thereto by order of the board of directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 5<sup>th</sup> day of January, 1994.

June A. Hamilton

Notary Public

My Commission Expires:

JUNE A. HAMILTON  
Notary Public, State of New York  
No. 24-4704283  
Qualified In Kings County  
Certificate Filed In New York County  
Commission Expires Dec. 31, 1995

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STATE OF NEW YORK )  
 ) ss.1  
COUNTY OF NEW YORK )

On this 28<sup>th</sup> day of January, 1994, before me personally came Roy Fuchs to me known, who, being by me duly sworn, did depose and say that s/he resides in WESTPORT, CT, that s/he is Vice President of THE CIT GROUP/BUSINESS CREDIT, INC. the corporation described in and which executed the foregoing instrument; and that s/he signed his/her name thereto by order of the board of directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 28<sup>th</sup> day of January, 1994.

James Robert Heed  
Notary Public

My Commission Expires:

JAMES ROBERT HEED  
NOTARY PUBLIC, State of New York  
No. 30-4707884  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires March 30, 1995

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## EXHIBIT A

Mortgage, Assignment of Leases and Rents and Security Agreement in the amount of \$25,000,000 from Creative Card Company, an Illinois corporation, doing business in Illinois as C/C Sales, Century Engraving & Embossing Company, Century Grant Imprint Center, Century/Regency Greetings, Creative Greetings Cards, G.Y. Industries, Holly Hill Studios and Regency Greetings to The CIT Group/Business Credit, Inc., dated as of May 13, 1993 and recorded on May 14, 1993 in the office of the County Clerk, Cook County as Document Number 93264925.

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## LEGAL DESCRIPTION:

LOTS 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 AND 52 AND ALSO VACATED ALLEY NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 43 TO 47 BOTH INCLUSIVE AND SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 48, LYING EAST OF THE WEST LINE OF SAID LOT 48 PRODUCED SOUTH 12 FEET IN LAFLIN AND LOOMIS SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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