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AMENDMENT NO. 1 TO TERM LOAN AND  
REVOLVING CREDIT MORTGAGE, ASSIGNMENT  
OF LEASES, SECURITY AGREEMENT AND  
FIXTURE FILING

AMENDMENT NO. 1 to Term Loan and Revolving Credit Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of April 7, 1994 (the "Amendment") between ABC RAIL PRODUCTS CORPORATION a Delaware corporation (formerly known as ABC Rail Corporation) having an office at 200 South Michigan Avenue, Chicago, Illinois 60604 (the "Mortgagor") and BANQUE INDOSUEZ, NEW YORK BRANCH, having an office at 1230 Avenue of the Americas, New York, New York 10023 as agent (the "Mortgagee") for the lending institutions (the "Banks") under the Amended and Restated Credit Agreement (as hereinafter defined).

R E C I T A L S:

. DEPT-01 RECORDING \$37.50  
. T#1111 TRAN 4910 04/13/94 12:32:00  
. #5417 e \*-94-330223  
. COOK COUNTY RECORDER

A. Mortgagor, the Banks and Banque Indosuez, New York Branch, as Agent for the Banks, entered into a credit agreement dated as of September 30, 1993 (the "Original Credit Agreement"), pursuant to which the Banks agreed to make to or for the account of Mortgagor certain Term Loans up to an aggregate principal amount of \$22,000,000 and certain Revolving Loans up to an aggregate principal amount of \$23,000,000 and to issue certain Letters of Credit for the account of Mortgagor.

B. Contemporaneously with the execution of the Original Credit Agreement, Mortgagor and Mortgagee entered into that certain Term Loan and Revolving Credit Mortgage, Assignment of Leases, Security Agreement and Fixture Filing, dated as of September 30, 1993 and recorded on October 5, 1993 as Instrument No. 93795437 in the Cook County Recorder's Office, Cook County, Illinois, covering the property described on Exhibit A attached hereto and made a part hereof, to secure the payment and performance of the Secured Obligations (as defined in the Mortgage).

C. Mortgagor, the Banks and Banque Indosuez, New York Branch, as Agent for the Banks, are entering into an amended and restated credit agreement, dated as of the date hereof (as amended, amended and restated,

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supplemented or otherwise modified from time to time, the "Amended and Restated Credit Agreement"; capitalized terms used and not defined herein have the meanings assigned to them in the Amended and Restated Credit Agreement) to reflect the repayment in full by Mortgagor of the Term Loans and to reflect an increase in the maximum principal amount of Revolving Loans available under the Amended and Restated Credit Agreement to \$35,000,000.

D. Mortgagor and Mortgagee desire to amend the Mortgage to confirm that the the obligations of Mortgagor in respect of the additional Revolving Loans are included in the Secured Obligations under the Mortgage.

E. It is a condition to the obligations of the Banks to enter into the Amended and Restated Credit Agreement and to make Revolving Loans and issue Letters of Credit thereunder, that Mortgagor execute and deliver this Amendment.

## A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises the parties hereto agree as follows:

1. Amendment.

a. Recital B y deleted in its entirety.

b. Recital E shall be deleted in its entirety and the following Recital E shall be inserted in lieu thereof:

"E. This Mortgage is given by Mortgagor in favor of Mortgagee for its benefit and the benefit of the Banks from time to time party to the Amended and Restated Credit Agreement and the Agent (collectively, the "Secured Parties") to secure the payment and performance in full when due, whether at stated maturity, by acceleration or otherwise, (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy or the operation of the automatic stay under Section 362(a) of the

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Bankruptcy Code, 11 U.S.C. § 362(a)), of (i) all Obligations of Mortgagor now existing or hereafter arising under or in respect of the Amended and Restated Credit Agreement (including, without limitation, Mortgagor's obligation to pay principal, interest and all other charges, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the Obligations contained in the Amended and Restated Credit Agreement), and (ii) without duplication of the amounts described in clause (i), all Obligations of Mortgagor now existing or hereafter arising pursuant to the terms and provisions contained in the Mortgage or in the other Security Documents (including, without limitation, with respect to all charges, fees, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the obligations contained in the Mortgage or in the other Security Documents), in each case whether in the regular course of business or otherwise (the obligations described in clauses (i) and (ii), collectively, the "Secured Obligations")."

c. The text of Section 5.20 shall be deleted in its entirety and the following shall be inserted in lieu thereof:

"Future Advances. This Mortgage may secure future advances. The maximum aggregate amount of all advances of principal under the Amended and Restated Credit Agreement that may be outstanding hereunder at any time is \$35,000,000.00."

## 2. Miscellaneous.

a. All references to the term "Credit Agreement" contained in the Mortgage and herein shall mean and refer to the Amended and Restated Credit Agreement.

b. All references to the term "Mortgage" contained in the Mortgage and herein shall mean and refer to the Mortgage, as amended hereby.

c. All references to the terms "Interest Rate Agreement" and "Interest Rate Obligations" contained in the Mortgage are deleted in their entirety.

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d. All references to the term "Credit Documents" and "Security Documents" contained in the Mortgage shall mean and refer to the Credit Documents as amended in accordance with the Amended and Restated Credit Agreement and the Security Documents as amended in accordance with the Amended and Restated Credit Agreement.

e. Except to the extent set forth herein, this Amendment shall not constitute a consent to or a waiver or modification of any provision, term or condition of the Mortgage.

f. All terms, provisions, covenants, representations, warranties, agreements and conditions contained in the Mortgage shall remain in full force and effect except as expressly set forth herein.

g. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

h. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

This instrument prepared by  
and after recording return to:

William B. Gannett, Esq.  
Cahill Gordon & Reindel  
80 Pine Street  
New York, New York 10005



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

ABC RAIL PRODUCTS CORPORATION,  
as Mortgagor

By: *D. Chashelem MacDonald*  
Name: D. Chashelem MacDonald  
Title: CFO

BANQUE INDOSEUZ, NEW YORK BRANCH,  
as Mortgagee

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

ABC RAIL PRODUCTS CORPORATION,  
as Mortgagor

By: \_\_\_\_\_  
Name:  
Title:

BANQUE INDOSEUZ, NEW YORK  
BRANCH, as Mortgagee

By: John F. Sabra  
Name: John F. Sabra  
Title: N.Y.P.

By: John L. Papp  
Name: John L. Papp  
Title: N.Y.P.

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## ACKNOWLEDGMENT

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

The foregoing Amendment was acknowledged before me this 8th day of April, 1994, by Chisholm Max Donald of ABC Rail Products Corporation, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

My Commission Expires: 3/30/95.

MAUREEN P. MURPHY  
Notary Public, State of New York  
No. 24-479844  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires March 30, 1995

Maureen P. Murphy  
Notary Public

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

The foregoing Amendment was acknowledged before me this \_\_\_ day of April, 1994 by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ respectively, of Banque Indosuez, New York Branch, on behalf of the corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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1316 Washington Street  
Chicago Heights, Illinois

## Schedule A

Lots 38, 39, 40, 41 and 42 in Block 1 in Subdivision of that portion of Lots 1 and 3 in Block 240 in Chicago Heights lying South of a line drawn 33 feet North of and parallel to the East and West center line of the South 1/2 of the Northwest 1/4 of Section 21, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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