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95426293

901 South Menard St.
Cook County
Chicago, IL

Return recorded counterparts to:

Milbank, Tweed, Hadley & McCloy
1 Chase Manhattan Plaza
New York, New York 10005
Attention: Joseph F. Kishel

• DEPT-01 RECORDING	\$35.50
• T#0004 TRAN 9817 06/30/95 11:38:00	
• #4425 LF *-95-426293	
• COOK COUNTY RECORDER	
• DEPT-10 PENALTY	\$32.00

=====

FIRST AMENDMENT TO LEASEHOLD MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

AMENDMENT (this "Amendment") dated as of June 16, 1995 by IRON MOUNTAIN RECORDS MANAGEMENT, INC. ("Mortgagor"), a Delaware corporation having an address at 745 Atlantic Avenue, Boston, Massachusetts 02111, to THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION) a national banking association having its principal address at 1 Chase Manhattan Plaza, New York, New York 10081, in its capacity as agent for the Lenders (as defined in the Credit Agreement referred to in Section 1 hereof) ("Mortgagee").

W I T N E S S E T H:

WHEREAS:

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A. Reference is hereby made to that certain Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of December 10, 1990 by Mortgagor to Mortgagee, recorded September 9, 1991 as Instrument No. 91-465171 in the Official Records of the Cook County Recorder (the "Mortgage").

B. The Lien of the Mortgage encumbers, inter alia, the Land (as defined in the Mortgage) located in Cook County, Illinois more particularly described in Exhibit A hereto, and the Property (as defined in the Mortgage) located thereon.

C. Mortgagor and Mortgagee desire to amend the Mortgage as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the agreements hereinafter set forth, and intending to be bound hereby, the parties hereto hereby agree as follows:

SECTION 1. As of the date of the Agreement, (a) all references in the Mortgage to the Credit Agreement shall be references to such Credit Agreement as amended and restated as of April 15, 1993, as further amended and restated as of the date hereof and as the same may be further amended from time to time;

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32.00
67.50

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(b) all references in the Mortgage to the Subsidiary Guaranty shall be references to such Subsidiary Guaranty as amended to date and as the same may be further amended from time to time; (c) in the definition of "Security Agreement", "the other Subsidiary Guarantors" is hereby deleted; and (d) all references in the Mortgage to the Security Agreement shall be references to such Agreement as amended to date and as the same may be further amended from time to time.

SECTION 2. The second sentence of paragraph A of the Recitals is hereby deleted and the following substituted therefor:

"Pursuant to the Credit Agreement, the Lenders have extended Term Loans and have extended, or may from time to time extend, Revolving Credit Loans (as defined therein) and Acquisition Revolving Credit Loans (as defined therein) which Loans are evidenced by Notes to the Lenders, and the Company (as defined in the Credit Agreement) may incur Letter of Credit Liabilities (as defined in the Credit Agreement) evidenced by Letter of Credit Documents (as defined in the Credit Agreement)."

SECTION 3. In the proviso at the end of paragraph C of the Recitals, "\$100,000,000" is hereby deleted and "\$125,000,000" is substituted therefor.

SECTION 4. Section 4.01 of the Mortgage is hereby deleted and the following substituted therefor:

"SECTION 4.01. Revolving Loans. The Secured Obligations guaranteed by Mortgagor under the Subsidiary Guaranty and secured by this Mortgage include (a) Revolving Credit Loans and Letter of Credit Liabilities in the aggregate maximum principal or face amount of \$15,000,000 and (b) Acquisition Revolving Credit Loans in the maximum principal or face amount of \$50,000,000, which Revolving Credit Loans, Letter of Credit Liabilities and Acquisition Revolving Credit Loans are or may be advanced, paid and readvanced from time to time. Notwithstanding the amount outstanding at any particular time, this Mortgage secures a total amount of Secured Obligations, including Term Loans, Revolving Credit Loans, Letter of Credit Liabilities and Acquisition Revolving Credit Loans, up to an aggregate maximum principal or face amount of \$125,000,000. Subject to the conditions stated in the Credit Agreement, all advances by the Lenders are obligatory and are secured by this Mortgage, and all such obligatory advances will have the same priority, to the extent permitted by law, as funds initially advanced or paid on or before the date hereof. The unpaid balance of the Revolving Credit Loans, Acquisition Revolving Credit Loans and Letter of Credit Liabilities may at certain times be zero. A zero balance by itself, does not affect any Lender's obligation to make advances, which are obligatory subject to the conditions stated in the Credit Agreement. The interests of Mortgagee hereunder will remain in full force and effect with respect to all of the Secured Obligations notwithstanding such a zero balance, and the

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Lien of the Mortgage will not be extinguished until all amounts secured hereby have been paid and the Basic Documents have been terminated."

SECTION 5. In Section 5.02 and Section 7.02, "99 Bedford Street, Boston, Massachusetts 02101" is hereby deleted and "745 Atlantic Avenue, Boston, Massachusetts 02111" is substituted therefor. In Section 7.02 "Davis Polk & Wardwell" is hereby deleted and "Milbank, Tweed, Hadley & McCloy" substituted therefor and the telephone number "(212) 530-4800" is hereby deleted and the telephone number "(212) 530-5000" substituted therefor.

SECTION 6. Except as specifically amended hereby, all provisions of the Mortgage shall remain in full force and effect and are hereby ratified and confirmed; and from and after the recording hereof, the Mortgage, as amended by this Amendment, shall be read as a single integrated document incorporating the changes effected by this Amendment.

SECTION 7. No provision of this Amendment shall be modified, waived or terminated except in the manner specified in Section 7.03 of the Mortgage.

SECTION 8. This Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original with the same effect as if the signatures hereto and thereto were upon the same instrument, and it shall not be necessary in making proof hereof to produce or account for more than one such counterpart.

SECTION 9. This Amendment shall be governed by, and construed under, the laws of the State of Illinois.

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

Mortgagor:

IRON MOUNTAIN RECORDS
MANAGEMENT, INC.

By: 

Name: Eugene B. Duggan
Title: Executive Vice President

Mortgagee:

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION), as Agent

By: 

Name: John W. Peruzzi
Title: Vice President

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COUNTY OF SUFFOLK

COMMONWEALTH OF MASSACHUSETTS

I, Garry B. Watzke, a Notary Public in and for said County, in the Commonwealth aforesaid, DO HEREBY CERTIFY that Eugene B. Dugan, personally known to me to be the Executive Vice President of Iron Mountain Records Management, Inc., and 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 as such Executive Vice President of said corporation, he signed and delivered the said instrument pursuant to authority given by the Board of said corporation as his 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 30th day of March 1995.

Eugene B. Dugan
Notary Public
My Commission expires: June 22, 1995

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COUNTY OF New York

STATE OF New York

I, Susan Elizabeth Thun, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John W. Ferruzzi, personally known to me to be the Vice President of The Chase Manhattan Bank (National Association), and 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 as such Vice President of said corporation, he signed and delivered the said instrument pursuant to authority given by the Board of said corporation as his 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 16th day of June, 1995.

Susan Elizabeth Thun
Notary Public
My Commission expires:

SUSAN ELIZABETH THUN
Notary Public, State of New York
No. 01JH502B177
Qualified in New York County
Certificate Filed in New York County
Commission Expires May 23, 1996

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COOK COUNTY CLERK'S OFFICE
100 N. LAKE ST. CHICAGO, IL 60601
TEL: 312.603.1000 FAX: 312.603.1001
WWW.COOKCOUNTYCLERK.COM

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EXHIBIT A

Descriptions of the Land and the Operating Lease

PART I:

See attached description of the Land.

PART II:

Lease dated January 22, 1991 between Spectrum-Menard Limited Partnership, as landlord, and Iron Mountain Records Management, Inc., as successor to Iron Mountain/Pacific Records Management, Inc., as tenant, a memorandum of which was filed on January 30, 1991 with the Office of the Cook County Recorder as Instrument 91-046006.

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EXHIBIT A

Legal Description of the Premises

PARCEL 1:

THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING EAST OF THE WESTERLY LINE OF A 17.0 FOOT STRIP OF LAND GRANTED TO THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY AS PER DOCUMENT NUMBER 6034440), IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF BLOCK 2 IN ANDREW WARREN JR'S RESUBDIVISION OF PART OF WARREN PARK IN SAID SECTION 17, LYING EAST OF THE CENTER LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 17, AND LYING WEST OF THE WESTERLY LINE OF THE 17 FOOT STRIP OF LAND GRANTED TO THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY BY AN INSTRUMENT DATED JANUARY 16, 1917 AND RECORDED JANUARY 20, 1917 AS DOCUMENT NUMBER 6034440 IN BOOK 14208, PAGE 397 BY HENRY H. WALKER AND JESSIE S. WALKER, HIS WIFE, AND MASON PHELPS AND LUCY DE KOVEN PHELPS, HIS WIFE; THE CENTER LINE OF SAID 17 FOOT STRIP BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST 11TH STREET AND THE NORTH AND SOUTH CENTER LINE OF THE WEST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH ALONG SAID CENTER LINE TO A POINT OF TANGENCY WITH A CURVED LINE, SAID CURVED LINE BEING CONTINUED NORTHEASTERLY, HAVING A RADIUS OF 359.26 FEET AND BEING TANGENT TO SAID CENTER LINE AND TANGENT TO A LINE 16 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID CURVED LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID RIGHT OF WAY COINCIDING WITH THE NORTH LINE OF BLOCK 2 OF WARREN PARK, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND 2 RECORDED AUGUST 17, 1957 AS DOCUMENT 87453340 MADE BY J. D. C. INVESTMENT CORP., AN ILLINOIS CORPORATION, TO LAURENCE S. DEUTSCH AND JAMES S. DEUTSCH, AND ASSIGNS OVER THE WESTERLY 4 FEET OF THE PROPERTY DESCRIBED ON RIDER ATTACHED TO GRANT OF EASEMENT RECORDED AS DOCUMENT 87453340 FOR THE PURPOSE OF REPAIRING, MAINTAINING AND REPLACING THE STRUCTURES ON THE LAND.

P.L.N. 16-17-400-013

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Chicago, Illinois 60651

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