

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING, RETURN TO:

RESERVED FOR COUNTY RECORDER:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
Suite 325
135 South La Salle Street
Chicago, Illinois 60603

PERMANENT INDEX NUMBER:

12-13-222-023

PROPERTY ADDRESS:

7300 West Agatite
Norridge, Illinois 60656

OFFICE OF THE RECORDER OF DEEDS
COUNTY OF COOK, ILLINOIS
120 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60603
TELEPHONE (312) 329-2326 FAX (312) 329-2327
WWW.COOKCOUNTYRECORDER.COM

SECOND MODIFICATION OF
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT

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This SECOND MODIFICATION OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT is executed as of October 1, 1995 (this "Second Modification"), by HUMBOLDT MFG. CO., an Illinois corporation (the "Mortgagor"), whose address is 7300 West Agatite, Norridge, Illinois 60656, and LASALLE NATIONAL BANK, a national banking association (the "Mortgagee"), whose address is 120 South La Salle Street, Chicago, Illinois 60603.

R E C I T A L S:

A. The Mortgagor executed and delivered to the Mortgagee that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of August 30, 1990 and recorded on September 4, 1990 as Document No. 902479629 in the Office of the Recorder of Deeds of Cook County, Illinois, as modified and amended by that certain First Modification of Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of September 1, 1993, between the Mortgagor and the Mortgagee and recorded on January 26, 1994 as Document No. 94082079 in the Office of the Recorder of Deeds of Cook County, Illinois (collectively, the "Mortgage"), and which Mortgage encumbers certain real property described in Exhibit "A" attached hereto and made a part hereof (the "Premises").

B. The Mortgagee has made (i) certain revolving loans to the Mortgagor evidenced by that certain Secured Revolving Note dated August 30, 1990 in the maximum principal amount of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00), jointly and severally executed by the Mortgagor and Humboldt Scientific, Inc., a North Carolina corporation ("Humboldt Scientific"), and payable to the order of the Mortgagee, as replaced by that certain (a)

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Secured Revolving Note dated September 1, 1992 in the maximum principal amount of Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00), executed by the Mortgagor and payable to the order of the Mortgagee, (b) Replacement Secured Revolving Note dated as of September 1, 1993 in the maximum principal amount of Two Million and 00/100 Dollars (\$2,000,000.00), executed by the Mortgagor and payable to the order of the Mortgagee, and (c) Replacement Secured Revolving Note dated as of September 1, 1994 in the maximum principal amount of Two Million and 00/100 Dollars (\$2,000,000.00), executed by the Mortgagor and payable to the order of the Mortgagee; (ii) a certain term loan to the Mortgagor evidenced by that certain Secured Term Note dated August 30, 1990 in the original principal amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00), jointly and severally executed by the Mortgagor and Humboldt Scientific and payable to the order of the Mortgagee, and (iii) a certain mortgage loan to the Mortgagor evidenced by that certain Secured Mortgage Note dated August 30, 1990 in the original principal amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), jointly and severally executed by the Mortgagor and Humboldt Scientific and payable to the order of the Mortgagee, as replaced by that certain (a) Amended and Restated Secured Mortgage Note dated September 1, 1992 in the original principal amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), executed by the Mortgagor and payable to the order of the Mortgagee, and (b) Replacement Secured Mortgage Note dated as of September 1, 1993 in the original principal amount of Six Hundred Ninety Seven Thousand Four Hundred Eighty Eight and 00/100 Dollars (\$697,488.00), executed by the Mortgagor and payable to the order of the Mortgagee.

C. The Mortgagee has also made a certain mortgage loan to Bank One, Chicago, N.A., formerly known as Bank One, Evanston, N.A., as Trustee under a Trust Agreement dated June 2, 1978 and known as Trust No. R-2210 (the "Trustee") and Dennis E. Burgess ("Burgess"), as evidenced by that certain Note dated as of October 30, 1992 in the principal amount of Three Hundred Eighty Five Thousand and 00/100 Dollars (\$385,000.00), jointly and severally executed by the Trustee and Burgess and payable to the order of the Mortgagee.

D. The Mortgagor requests, and the Mortgagee is agreeable to increasing the maximum amount of the aforementioned revolving loan, and each desire that the Mortgage be amended to secure all of the aforementioned obligations of the Mortgagor, the Trustee and Burgess to the Mortgagee as set forth above.

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

1. RECITALS. The foregoing recitals are hereby incorporated into and made a part of this Second Modification.

2. DEFINITIONS. Capitalized words and phrases not otherwise defined herein shall have the respective meanings assigned thereto in the Mortgage

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3. OBLIGATIONS SECURED. The Mortgage secures:

(a) the obligations and liabilities of the Mortgagor to the Mortgage evidenced by that certain:

(i) Secured Revolving Note dated August 30, 1990 in the maximum principal amount of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00), jointly and severally executed by the Mortgagor and Humboldt Scientific, and payable to the order of the Mortgagee, as replaced by that certain:

(A) Secured Revolving Note dated September 1, 1992 in the maximum principal amount of Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00), executed by the Mortgagor and payable to the order of the Mortgagee;

(B) Replacement Secured Revolving Note dated as of September 1, 1993 in the maximum principal amount of Two Million and 00/100 Dollars (\$2,000,000.00), executed by the Mortgagor and payable to the order of the Mortgagee;

(C) Replacement Secured Revolving Note dated as of September 1, 1994 in the maximum principal amount of Two Million and 00/100 Dollars (\$2,000,000.00), executed by the Mortgagor and payable to the order of the Mortgagee; and

(D) Replacement Secured Revolving Note dated as of October 1, 1995, in the maximum principal amount of Two Million Three Hundred Thousand and 00/100 Dollars (\$2,300,000.00), executed by the Mortgagor and payable to the order of the Mortgagee (together with any and all notes issued in renewal, extension or modification thereof, or in substitution or replacement therefor, in whole or in part, being collectively referred to herein as the "Humboldt Revolving Note"); and

(ii) Secured Mortgage Note dated August 30, 1990 in the original principal amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), jointly and severally executed by the Mortgagor and Humboldt Scientific and payable to the order of the Mortgagee, as replaced by that certain:

(a) Amended and Restated Secured Mortgage Note dated September 1, 1992 in the original principal amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), executed by the Mortgagor and payable to the order of the Mortgagee; and

(b) Replacement Secured Mortgage Note dated as of September 1, 1993 in the original principal amount of Six Hundred Ninety Seven Thousand Four Hundred Eighty Eight and 00/100 Dollars (\$697,488.00), executed by the Mortgagor and payable to the order of the Mortgagee

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(together with any and all notes issued in renewal, extension or modification thereof, or in substitution or replacement therefor, in whole or in part, being collectively referred to herein as the "Humboldt Mortgage Note").

(b) the obligations and liabilities of the Trustee and Burgess to the Mortgagee evidenced by that certain Note dated as of October 30, 1992 in the principal amount of Three Hundred Eighty Five Thousand and 00/100 Dollars (\$385,000.00), jointly and severally executed by the Trustee and Burgess and payable to the order of the Mortgagee (together with any and all notes issued in renewal, extension or modification thereof, or in substitution or replacement therefor, in whole or in part, being collectively referred to herein as the "Burgess Mortgage Note").

4. NOTES. The term "Note" or "Notes" as defined in the Mortgage is hereby modified to refer, collectively, to the Humboldt Revolving Note, the Humboldt Mortgage Note, the Burgess Mortgage Note, and any and all extensions, renewals and modifications thereof and substitutions therefor, and all the obligations and liabilities of the Mortgagor, the Trustee and Burgess to the Mortgagee set forth in Section 3 above.

5. CONTINUING EFFECT. All the terms of the Mortgage are hereby incorporated by reference herein, and the Mortgage, except as hereby modified, shall remain in full force and effect in all respects. The Mortgagor, by execution of this Second Modification, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage.

IN WITNESS WHEREOF, this Second Modification of Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement has been duly executed as of the day and year first above written.

HUMBOLDT MFG. CO., an Illinois corporation

By: Dennis E. Burgess
Dennis E. Burgess
Its: President

LASALLE NATIONAL BANK

By: [Signature]
Its: First Vice President

GKF:jh/D101755.AGR
November 10, 1995
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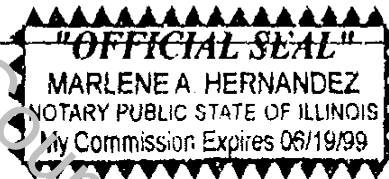
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DENNIS E. BURGESS, the President of HUMBOLDT MFG. CO., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own 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 November, 1995.

Marlene A. Hernandez
Notary Public

My Commission Expires:



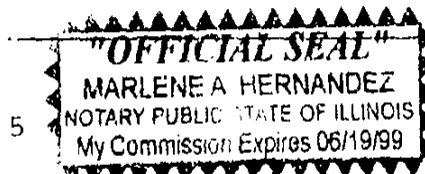
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that BETTY T. LATSON, the FIRST VICE PRESIDENT of LASALLE NATIONAL BANK, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such FIRST VICE PRESIDENT, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of November, 1995.

Marlene A. Hernandez
Notary Public

My Commission Expires:



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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 470.40 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST 1/4, 622.68 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING WEST PARALLEL TO THE SAID SOUTH LINE OF THE NORTHEAST 1/4, 209.52 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE, 190.42 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE EAST ALONG THE NORTH LINE OF THE SAID SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 209.52 FEET; THENCE SOUTH 190.44 FEET TO THE PLACE OF BEGINNING.

ADDRESS OF REAL ESTATE

7300 West Agatite
Norridge, Illinois 60656

PERMANENT TAX I.D. NO. OF REAL ESTATE

12-13-222-023

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