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RENEWAL AND EXTENSION
of
MORTGAGE, SECURITY AGREEMENT
FIXTURE FILING AND ASSIGNMENT OF RENTS

This Renewal and Extension of Mortgage, Security Agreement, Fixture Filing and Assignment of Rents ("Renewal and Extension") dated as of February 24, 1995 ("Effective Date") is entered into by Hysan Corporation, an Illinois corporation ("Mortgagor") in favor of NationsBank of Texas, N.A. ("Mortgagee").

Recitals

(a) The Mortgagee and the Mortgagor are parties to the certain Credit Agreement dated as of August 12, 1993, as amended by the First Amendment Agreement dated as of January 31, 1994, the Second Amendment Agreement dated as of May 30, 1994 and the Third Amendment dated as of September 30, 1994, each between the Mortgagee and the Mortgagor (collectively the "Credit Agreement"). Terms defined in the Credit Agreement, wherever used in this Agreement, shall have the same meanings herein as are prescribed by the Credit Agreement.

(b) The Mortgagee and the Mortgagor are parties to the certain Mortgage, Security Agreement, Fixture Filing, and Assignment of Rents dated as of May 30, 1994, filed under file number 94602615 in the office of the Cook County Recorder, Cook County, Illinois (the "Mortgage"), pursuant to which the Mortgagor (i) granted to the Mortgagee a lien on certain real property defined therein as the "Mortgaged Property," which real property is described in Exhibit "A" attached hereto (ii) granted to the Mortgagee a security interest and collateral assignment in the Personal Property defined therein and (iii) assigned to Mortgagee the Rents defined therein. Terms defined in the Mortgage, wherever used in this Renewal and Extension shall have the same meanings as are defined by the Mortgage (such definitions and the real property description included in Exhibit "A" attached hereto, are incorporated herein by reference as though fully set forth in this Renewal and Extension).

(c) The Mortgagee and the Mortgagor have agreed to further amend the Credit Agreement to provide for, among other things, consolidation of the unpaid balance of the Term Loan with the Revolving Credit Advances, extension of the Revolving Credit Maturity Date to August 1, 1995 and certain other confirmations and agreements, all as provided in the certain Fourth Amendment Agreement of even date herewith between the Mortgagee and the Mortgagor (the "Fourth Amendment Agreement").

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(d) The Mortgagee and the Mortgagor wish to renew and extend the Mortgage as provided hereinbelow.

Therefore, for valuable consideration, the receipt and sufficiency of which hereby is acknowledged, and in consideration of the mutual agreements provided herein, the Mortgagee and the Mortgagor hereby agree as follows:

Agreement

1. The Mortgagor and the Mortgagee acknowledge and agree that, pursuant to the Fourth Amendment Agreement and contemporaneously herewith, the unpaid principal balance of the Term Loan has been consolidated with, and hereafter shall be deemed to be a part of, the Revolving Credit Advances and evidenced by the Revolving Credit Note. To implement such consolidation, the Mortgagor has executed and delivered to the Mortgagee a renewal promissory note, in renewal, extension, increase and continuation of the Revolving Credit Note, in the face amount of \$2,462,000.00, with a final maturity date of August 1, 1995 (hereinafter called the "Renewal Revolving Credit Note").

2. The Mortgagor and the Mortgagee acknowledge and agree that the "Secured Obligations" as defined in and secured by the Mortgage, includes, without limitation, the Renewal Revolving Credit Note defined and referenced in paragraph 1 above.

3. The Mortgage, and all liens, security interests, collateral assignments, rights, remedies and obligations evidenced thereby, hereby is renewed, extended and continued in full force and effect.

THIS WRITTEN AGREEMENT AND THE CREDIT DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Executed as of the Effective Date.

NATIONSBANK OF TEXAS, N.A.

By: W. L. Jeff
Title: Vice President

HYSAN CORPORATION

By: AM
Title: CEO

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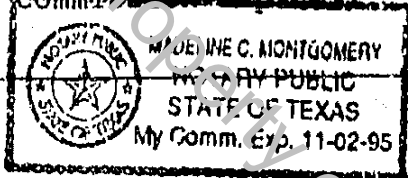
UNOFFICIAL COPY

STATE OF TEXAS §
§
COUNTY OF HARRIS §

^{Mace} This instrument was acknowledged before me on this 2nd day of February, 1995, by William D. Griffin, Vice President of NationsBank of Texas, N.A., on behalf of such association.

Madeline C. Montgomery
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:



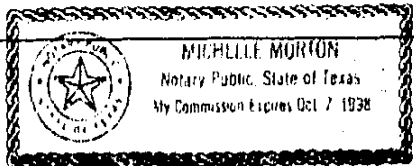
Madeline C. Montgomery
(Notary's Name Printed)

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 2nd day of February, 1995, by ^{MVA} Paul M. Brown, CEO of Hysan Corporation, on behalf of such corporation.

Michelle Morton
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:



Michelle Morton
(Notary's Name Printed)

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2008/08/08

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EXHIBIT "A"

Property Description

A tract of land in the southeast 1/4 of the northwest 1/4 of Section 1, Township 36 North, Range 13 East of the third principal meridian, bounded and described as follows:

Beginning at the southwest corner of said southeast quarter of the northwest quarter of Section 1 and running thence east along the south line of said northwest quarter of Section 1, a distance of 446.09 feet to an intersection with a line, which is 882.14 feet west from and parallel with the east line of said northwest quarter of Section 1; thence north along said last-described parallel line, a distance of 186.14 feet; thence east, along a line parallel with said south line of the northwest quarter of Section 1, a distance of 231.84 feet, to an intersection with a line, which is 651.30 feet, west from and parallel with said east line of the northwest quarter of Section 1; thence south, along said last-described parallel line, a distance of 6.48 feet to an intersection, with a line which is 179.66 feet north from and parallel with said south line of the northwest quarter of Section 1; thence east, along said last-described parallel line, a distance of 411.30 feet to an intersection with a line, which is 240.00 feet west from and parallel with the aforesaid east line of the northwest 1/4 of Section 1; thence north along said last-described parallel line, a distance of 695.84 feet to an intersection with the southerly line of the parcel of land conveyed to Commonwealth Edison Company, by deed dated April 19, 1955, and recorded in the Recorder's Office of Cook County, Illinois, on April 23, 1955, as Document No. 16219404; thence northwestwardly along the property so conveyed, a distance of 293.12 feet to the northeasterly corner of the parcel of land conveyed to the United States of America, by deed dated June 11, 1969, and recorded in the Recorder's Office of Cook County, Illinois, on June 17, 1969, as Document No. 20873587 (said northeasterly corner being 60.00 feet, measured perpendicularly, southeasterly from the southeasterly right-of-way line of Chicago, Rock Island, and Pacific Railroad); thence southwestwardly along the southeasterly line of said parcel of land conveyed to the United States of America, a distance of 1116.66 feet to the most southerly corner of said parcel of land conveyed to the United States of America (said southerly corner, being on the west line of the southeast quarter of the northwest quarter of said Section 1, at a point which is

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132.41 feet north of the southwest corner thereof), and thence south along said west line of the southeast 1/4 of the northwest 1/4 of Section 1, a distance of 132.41 feet to the point of beginning;

Also

That part of the south 179.66 feet of the southeast 1/4 of the northeast 1/4 of said Section 1, bounded and described as follows:

Beginning on the south line of the northwest 1/4 of Section 1, at a point which is 611.60 feet west from the southeast corner thereof and running thence east along said south line of the northwest 1/4 of Section 1, a distance of 84.00 feet; thence north at right angles to said south line of the northwest 1/4 of Section 1, a distance of 12.00 feet; thence northwestwardly on a curved line, concave northeasterly and normal to the north line of the south 17.00 feet of the southeast 1/4 of the northwest 1/4 of said Section 1, and having a radius of 30.00 feet, a distance of 47.12 feet to a point of tangency with a line perpendicular to the aforesaid south line of the northwest 1/4 of Section 1; thence north along said perpendicular line, a distance of 137.66 feet to the north line of the south 179.66 feet of said southeast 1/4 of the northwest 1/4 of Section 1; thence west along said last-described line, a distance of 24.00 feet; thence south along a line perpendicular to said south line of the northwest 1/4 of Section 1, a distance of 137.66 feet, to a point of curve; thence southwestwardly on a curved line, concave northwesterly and having a radius of 30.00 feet, a distance of 47.12 feet and thence south at right angles to the south line of said northwest 1/4 of Section 1, a distance of 12.00 feet, to the point of beginning, in Cook County, Illinois.

PIN: 28-01-111-06040000

This instrument prepared by and when recorded return to:

Daniel C. Garner
Jenkins & Gilchrist
A Professional Corporation
1445 Ross Avenue, Suite 3200
Dallas, Texas 75202

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5/18/2010

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COOK COUNTY CLERK
JUL 11 2010 10:00 AM
COURT REPORTER
1000 N. LAKE ST.
CHICAGO, IL 60611