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JOHNSON PUBLISHING COMPANY, INC.

820 South Michigan Avenue

DEPT-01 RECORDING

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COOK COUNTY RECORDER

AMENDMENT NO. 1 TO AMENDED AND RESTATED MORTGAGE AND ASSIGNMENT OF LEASES AND RENTALS

This AMENDMENT NO. 1 TO AMENDED AND RESTATED MORTGAGE AND ASSIGNMENT OF LEASES AND RENTALS (this "Amendment") is made as of May 14, 1996, by and between JOHNSON PUBLISHING COMPANY, INC., an Illinois corporation (the "Mortgagor") having its principal office at 820 South Michigan Avenue, Chicago, Illinois 60605, to THE FIRST NATIONAL BANK OF CHICAGO, a national banking association organized and existing under the laws of the United States of America (Mortgagee"), having its principal office at One First National Plaza, Chicago, Illinois 60670. Capitalized terms used herein unless otherwise defined shall have the meanings assigned thereto in the Mortgage (as hereinafter defined), as amended hereby.

WITNESSETH:

WHEREAS, the Mortgagor has issued (i) that certain Installment Note (Commercial), dated September 15, 1989, payable to the order of the Mortgagee in the original principal amount of \$7,566,575, as amended (the "Installment Note"), and (ii) that certain Master Note (Floating Rate-Demand), dated April 8, 1994, payable to the order of the Mortgagee in the original principal amount of \$3,000,000 (the "Demand Note" and, together with the Installment Note, collectively the "Notes");

WHEREAS, the Notes are secured by that certain Amended and Restated Mortgage and Assignment of Leases and Rentals, dated April 8, 1994, between the Mortgagor and the Mortgagee and recorded in the real estate records of Cook County, Illinois, as Document No. 94319143, conveying to the Mortgagee an interest in certain property more fully described in Exhibit A hereto (the "Mortgage");

WHEREAS, the Notes also are guaranteed pursuant to that certain Guaranty of John H. Johnson, dated April 8, 1994, in favor of the Mortgagee (as amended or modified and in effect, the "Guaranty");

WHEREAS, as of May 14, 1996, the obligations of the Mortgagor to the Mortgagee under the Installment Note have been paid in full and satisfied, and the Mortgagor has issued that certain Installment Note (Commercial), dated May 14, 1996, payable to the order of the Mortgagee in the original principal amount of \$6,000,000 (the "1996 Installment Note"), which 1996 Installment Note was, to the extent of \$2,500,000 thereof, delivered in substitution and replacement for and not in satisfaction of the Demand Note; and

WHEREAS, the Mortgagor and the Mortgagee desire to amend the Mortgage in certain respects more fully described hereinafter;

BOX 333-CTI

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NOW, THEREFORE, in consideration of the undertakings set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendments to Mortgage.

(a) The recitals contained in the Mortgage are hereby deleted in their entirety and the following are substituted in lieu thereof:

"WHEREAS, as of April 8, 1994, the Mortgagor was indebted to the Mortgagee in the aggregate principal amount of Two Million Five Hundred Eighty-Nine Thousand Five Hundred Seventy-Five Dollars and Eighty-One Cents (\$2,589,575.81) under an Installment Note (Commercial), dated September 15, 1989, from the Mortgagor payable to the order of the Mortgagee in the original principal amount of \$7,560,575, as amended pursuant to that certain Amendment to Installment Note, dated as of September 15, 1993 (said note as so amended and all further modifications, renewals or extensions thereof, the "Installment Note"), plus interest in the amount as provided in and evidenced by the Installment Note, which Installment Note is incorporated herein by this reference;

WHEREAS, the Installment Note was secured by (i) that certain Mortgage, dated June 4, 1985, between the Mortgagor and the Mortgagee and recorded in the real estate records of Cook County, Illinois, as Document No 85065233, which mortgage was amended on February 3, 1986, on August 4, 1986 and as of September 15, 1989 (said mortgage as so amended and in effect, the "1985 Mortgage"); and (ii) that certain Mortgage and Assignment of Leases and Rentals, dated as of March 1, 1987, between the Mortgagor and the Mortgagee and recorded in the real estate records of Cook County, Illinois, as Document No. 87235006, which mortgage was amended as of September 15, 1989 (said mortgage as so amended and in effect, the "1987 Mortgage"; the 1985 Mortgage and the 1987 Mortgage are herein collectively referred to as the "Original Mortgages");

WHEREAS, the Mortgagor was also indebted to the Mortgagee in the principal sum of Three Million Dollars (\$3,000,000) or so much thereof as may be disbursed and outstanding from time to time under a Master Note (Floating Rate-Demand), dated April 8, 1994, from the Mortgagor payable to the order of the Mortgagee in the original principal amount of \$3,000,000 (said note and all modifications, renewals or extensions thereof, the "Demand Note"), plus interest in the amount as provided in and evidenced by the Demand Note, which Demand Note is incorporated herein by this reference;

WHEREAS, as of May 14, 1996, the obligations of the Mortgagor to the Mortgagee under the Installment Note have been paid in full and satisfied, and the Mortgagor is indebted to the Mortgagee in the aggregate principal sum of Six Million Dollars (\$6,000,000) under an Installment Note (Commercial), dated May 14, 1996, from the Mortgagor to the Mortgagee in the original principal amount of \$6,000,000 (said note and all amendments, modifications, renewals or extensions thereof, the "1996 Installment Note"), plus interest in the amount as provided in and evidenced by the 1996 Installment Note, which 1996 Installment Note was issued, to the extent of \$2,500,000 thereof, in substitution and replacement for and not in satisfaction of the Demand Note, and which 1996 Installment Note is incorporated herein by this reference; and

WHEREAS, the Mortgagor and the Mortgagee wish to amend and restate the Original Mortgages so as to secure the indebtedness evidenced by the 1996 Installment Note;

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NOW, THEREFORE, to secure (a) the payment of the indebtedness in the aggregate principal sum of \$6,000,000 as evidenced by the 1996 Installment Note (the "Note"), together with interest thereon and any fees in connection therewith (the "Indebtedness"), (b) the repayment of any advances or expenses of any kind incurred by the Mortgagee pursuant to the provisions of or on account of the Note, the Original Mortgages or this Mortgage, (c) the repayment of future advances, if any, disbursed by the Mortgagee to the Mortgagor in accordance with the terms of this Mortgage or the Note in excess of the principal amount of the Indebtedness, and (d) the performance and observance of all of the terms, covenants, provisions and agreements of this Mortgage, the Note, the Original Mortgages and all other documents now or hereafter executed in connection with the Indebtedness (collectively, the "Loan Documents"), all of the foregoing not to exceed the principal amount of \$12,000,000, the Mortgagor agrees as follows:"

(b) The defined term "Notes" contained in the Mortgage is hereby deleted in its entirety wherever it appears therein and in lieu thereof there is substituted the defined term "Note."

2. Representations and Warranties. In order to induce the Mortgagee to enter into this Amendment, the Mortgagor hereby represents and warrants to the Mortgagee as of the date of this Amendment that:

(a) There exists no Event of Default or event which with the giving of notice or lapse of time, or both, would constitute an Event of Default.

(b) The representation and warranties contained in Article II of the Mortgage are true and correct as of the date of this Amendment.

3. Ratification It is expressly understood and agreed that all of the terms, conditions and covenants of the Mortgage, except as amended hereby, shall remain unaltered and in full force and effect and continue to be binding on the Mortgagor.

4. Reference to Mortgage. From and after the date hereof, each reference in the Mortgage to "this Mortgage", "hereof", or "hereunder" or words of like import and all references to the Mortgage in any and all agreements, instruments, documents, notes, certificates and other writings of every kind and nature shall be deemed to mean the Mortgage as modified hereby.

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

JOHNSON PUBLISHING COMPANY, INC

By: 

Name: John H. Johnson

Its: Chairman and Chief Executive Officer

[SEA];

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THE FIRST NATIONAL BANK OF CHICAGO

By: William R. Madden

Name: William R. Madden

Its: Senior Vice President

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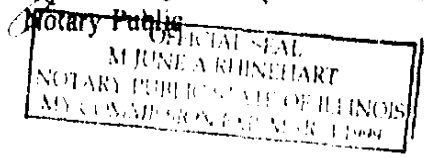
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 19th day of May, 1996, by John H. Johnson, Chairman and Chief Executive Officer of Johnson Publishing Company, Inc., on behalf of said corporation.

M. June A. Rhinehart



My commission expires: March 1 1999

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 13th day of May, 1996, by William R. Madden a Sr. VP of The First National Bank of Chicago on behalf of said national banking association.

Deborah R. Gavalick

Notary Public



My commission expires: _____

This instrument prepared by and return to:

Leone English Cerven, Esq.
The First National Bank of Chicago
One First National Plaza
Suite 0250 1-11
Chicago, Illinois 60670

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EXHIBIT A

- (A.) Lot 2 and Lot 3 (except the South 50-1/2 feet) in Block 7 in Fractional Section 15 Addition to Chicago Section 15, Township 39 North, Range 14, East of the Third Principal Meridian.

Real Estate Index No. 17-15-305-001-0000
Volume 510

Address: 61 East 8th Street
Chicago, Cook County, Illinois 60605

- (B.) Lot 5 (except the North 52.17 feet thereof) and the North Half of Lot 8 in Block 17 in Fractional Section 15, Township 39 North, Range 14, East of the Third Principal Meridian.

Real Estate Index Nos. 17-15-305-015-0000
17-15-305-016-0000

Address: 820 South Michigan Avenue
Chicago, Cook County, Illinois 60605

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