

# UNOFFICIAL COPY

DEPT-01 RECORDING \$31.00  
T40612 TRAM 2331 10/11/96 11:54:00  
#1787 # CG \*-96-779947  
COOK COUNTY RECORDER

## FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

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This FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "Amendment") is made as of this 4th day of July, 1996 by and between PAMCO PRINTED TAPE & LABEL CO., INC., a Delaware corporation having an office at 2200 South Wolf Road, Des Plaines, Illinois 60018 (hereinafter referred to as "Mortgagor") and THE FIRST NATIONAL BANK OF BOSTON, as Agent for itself and the other Banks (as defined in the Credit Agreement as herein defined) (in such capacity, hereinafter referred to as "Mortgagee").

D17560979 J.B. Ryan

WHEREAS, Mortgagor, SPL Holdings, Inc. (the "Borrower"), Valmark Industries, Inc., Sales Promotion Associates, Inc., Seaboard Holding Corp., Seaboard Folding Box Corporation, Mortgagee and the Banks (as defined therein) are parties to that certain Revolving Credit and Term Loan Agreement dated as of August 30, 1995, as amended and restated by that certain First Amended and Restated Revolving Credit and Term Loan Agreement dated as of May 1, 1996 (as varied, supplemented, modified, amended, extended or restated from time to time, the "Credit Agreement") pursuant to which the Banks, upon certain terms and conditions, have made loans to the Borrower; and

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WHEREAS, the Mortgagor is a party to that certain Guaranty in favor of Mortgagee and the Banks dated August 30, 1995, as amended by First Amendment to Security Documents dated as of May 1, 1996, and as ratified, confirmed and amended pursuant to an Instrument of Adherence (Guaranty) dated as of May 1, 1995 (as varied, supplemented, modified, amended, extended or restated from time to time, the "Guaranty"), pursuant to which Mortgagor has guaranteed the obligations of the Borrower under the Credit Agreement, and

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WHEREAS, Mortgagor, to secure the Guaranty, executed and delivered to Mortgagee that certain Mortgage, Assignment of Leases, Security Agreement and Fixture Financing Statement dated as of August 30, 1995 which was recorded on November 30, 1995 with the Cook County, Illinois Recorder as Document No. 95828647 with respect to the premises legally described in Exhibit A hereto (the "Mortgage"); and

WHEREAS, the obligations originally secured by the Mortgage have not been satisfied, discharged or fully repaid but have been amended in accordance with the terms of the Guaranty and the Credit Agreement; and

WHEREAS, in consideration thereof, the parties wish to amend the terms of the Mortgage to secure, among other things, Mortgagor's obligations under the Guaranty;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In the last line of the notice block on the cover page of the Mortgage, the amount "\$45,000,000" is hereby deleted and the amount \$63,875,000 is substituted in place thereof.

2. In line 3 of the carryover paragraph (A) on page 2 of the Mortgage, the amount "\$45,000,000.00" is hereby deleted and the amount "\$63,875,000.00" is substituted in place thereof.

3. In line 2 of the carryover paragraph (D) on page 5 of the Mortgage, the date "December 31, 2001" is hereby deleted and the date "June 30, 2002" is substituted in place thereof.

4. In Section 4 of the Mortgage Rider to the Mortgage, the definitions of "Credit Agreement", "Guarantors" and "Guaranty" are hereby deleted and the following definitions are substituted in place thereof:

"Credit Agreement" shall mean that certain Revolving Credit and Term Loan Agreement dated as of August 30, 1995 by and among SPL Holdings, Inc., the Guarantors, the Banks and the Mortgagee, as amended and restated by that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of May 1, 1996, pursuant to which the Banks have agreed (a) to make a revolving credit loan to SPL Holdings, Inc., and issue letters of credit for the account of SPL Holdings, Inc., in an aggregate

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principal amount of up to and including \$27,000,000 and (b) to make term loans to SPL Holdings, Inc. in an aggregate principal amount of \$36,875,000, as such agreement has been originally executed and amended and restated, or if further varied, supplemented, amended or restated from time to time, as so further varied, supplemented, amended or restated.

"Guarantors" shall mean Pamco Printed Tape & Label Co., Inc., Valmark Industries, Inc., Sales Promotion Associates, Inc., Seaboard Holding Corp. and Mortgagor.

"Guaranty" shall mean that certain Guaranty dated as of August 30, 1995 made by Mortgagor and the other Guarantors in favor of the Mortgagee and the Banks, as amended by First Amendment to Security Documents dated as of May 1, 1996, and as ratified, confirmed and amended pursuant to an Instrument of Adherence (Guaranty) dated as of May 1, 1996, pursuant to which Mortgagor and each other Guarantor has guaranteed the obligations of SPL Holdings, Inc. under the Credit Agreement to the Banks and Mortgagee.

5. In line 11 of Section 5.2 of the Mortgage Rider to the Mortgage, the amount "\$20,000,000" is deleted and the amount "\$27,000,000" is substituted in place thereof.

6. In lines 15 and 16 of Section 5.3 of the Mortgage Rider to the Mortgage, the amount "\$45,000,000" is hereby deleted and the amount "\$63,875,000" is substituted in place thereof.

7. The Mortgagor hereby ratifies and confirms the lien and security interest of the Mortgagee upon and in any and all property, real, personal or mixed, tangible or intangible, now or hereafter encumbered by the Mortgage as security for the Obligations (as defined in the Mortgage, as amended by this Amendment).

8. Except as expressly amended herein, all of the terms and conditions of the Mortgage remain unchanged and in full force and effect.

9. This Amendment may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original, and all of which together shall constitute one instrument.

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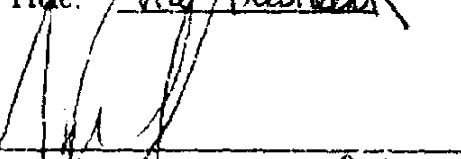
-4-

August 14  
Dated as of July, 1996.

PAMCO PRINTED TAPE & LABEL  
CO., INC.

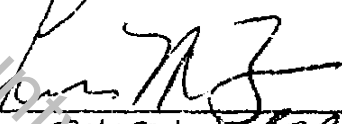
By: 

Name: Jonathan Boucher  
Title: Vice President

By: 

Name: James Carlson  
Title: Assistant Secretary

THE FIRST NATIONAL BANK OF  
BOSTON, as Agent

By:   
Name: Thomas M. Harris  
Title: Division Executive

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STATE OF Illinois  
COUNTY, ss. Cook

On <sup>August 14</sup> ~~July~~, 1996, before me personally came Jonathan Boucher and James Carlson to me known, who being by me duly sworn, did depose and say that they reside at Harrison, NY and New York, NY, that they are the Vice President and Assistant Secretary respectively, of Pamco Printed Tape & Label Co., Inc., the corporation described in and which executed and attested, respectively, the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was affixed by order of the Board of Directors, and that they signed their names thereto by like order.

[Signature]  
Notary Public

My Commission expires:

Permanent Tax Index

Numbers: 09-30-400-024-0000  
09-30-400-025-0000  
09-30-400-039-0000

GRACE McDONNELL  
Notary Public, State of New York  
No. 415003010  
Qualified in Queens County  
Commission Expires March 8, 1997

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COMMONWEALTH OF MASSACHUSETTS  
SUFFOLK COUNTY, ss.

On July 2, 1996, before me personally came Timothy A. Burns to me known, who being by me duly sworn, did depose and say that he resides at Boston, MA, that he is the Authorized Officer of The First National Bank of Boston, the national banking association described in and which executed and attested, respectively, the above instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was affixed by order of the Board of Directors, and that he signed his name thereto by like order

[Signature]

Notary Public

My Commission expires: 4/17/2003

Permanent Tax Index

Numbers: 09-30-400-024-0000

09-30-400-025-0000

09-30-400-039-0000

This instrument was prepared  
by and ~~after recording return to:~~

JAMES L. BLACK, JR., ESQUIRE  
BINGHAM, DANA & GOULD LLP  
150 FEDERAL STREET  
BOSTON, MASSACHUSETTS 02110  
(617) 951-8000

Mail to

Judy Hard

Trade Associates

430 Park Avenue

12th floor

New York New York

10022

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## EXHIBIT A

### PARCEL 1:

LOTS 1 TO 3, TAKEN AS A TRACT, EXCEPTING THEREFROM THE WEST 226.00 FEET AND THE NORTH 163.00 FEET THEREOF, IN J. EMIL ANDERSON'S WOLF-TOLL ROAD SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 2:

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE INSTALLATION, MAINTENANCE AND USE OF A RAILROAD SPUR TRACK OVER, UNDER AND UPON THE SOUTHERLY 29 FEET OF PROPERTY LOCATED TO THE WEST OF AND ADJOINING THE DEMISED PREMISES, AS SHOWN ON PLAT REGISTERED AS DOCUMENT LR 1919891

### PARCEL 3:

EASEMENT FOR PARKING PURPOSES OVER THE SOUTH 18 FEET OF THE WEST 161.00 FEET OF THE EAST 225.40 FEET OF THE NORTH 163.00 FEET OF LOTS 1, 2 AND 3, TAKEN AS A TRACT (EXCEPT THE WEST 226.00 FEET THEREOF) IN J. EMIL ANDERSON'S WOLF-TOLL ROAD SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS CREATED IN DEED FILED APRIL 18, 1966 AS DOCUMENT LR2266376

COMMON STREET ADDRESS: 2200 SOUTH WOLF ROAD, DES PLAINES, ILLINOIS

### PERMANENT TAX IDENTIFICATION NUMBERS:

09-30-400-024-0000

09-30-400-025-0000

09-30-400-039-0000

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TA # N95-1352(1)

RECORD AND RETURN TO:

TITLE ASSOCIATES INC.

430 PARK AVENUE

NEW YORK, NY 10022

ATTN: ~~E-LONG~~

JHANS