

AMENDMENT TO MORTGAGE

STATE OF ILLINOIS §  
COUNTY OF COOK §

1996-11 REC'D 0100 \$27.50  
142227 DEAN 101 10/17/96 10:51:00  
19-80 \$ KJ \* 196 - 791853  
COOK COUNTY RECORDER  
SEP 10 1996 \$24.00

This Amendment to Mortgage (this "Amendment") is made and entered into effective as of September 3, 1996, by and between ANR ADVANCE TRANSPORTATION COMPANY, INC., a Delaware corporation, whose address is 5005 South Sixth Street, Milwaukee, Wisconsin 53201 ("Mortgagor") and ANR ADVANCE HOLDINGS, INC., a Delaware Corporation, whose address is 5005 South Sixth Street, Milwaukee, Wisconsin 53201 ("Secured Party"). Terms not defined herein shall have the meanings assigned to such terms in the Mortgage which is amended hereby.

W I T N E S S E T H :

WHEREAS, Mortgagor mortgaged to Secured Party the real estate described in Exhibit "A" attached hereto and made a part hereof for all purposes and located at 1415 West 35th Street, Chicago, Illinois, together with all improvements, fixtures and other appurtenant real property rights and interests, all as more particularly described in that certain Mortgage ("Security Instrument") dated as of July 11, 1996, from Mortgagor to Secured Party, to which recorded Security Instrument reference is herein made for all purposes; and

WHEREAS, Mortgagor and Secured Party desire to amend the Security Instrument as provided below;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of the premises, the receipt and sufficiency of which are acknowledged and confessed, Mortgagor and Secured Party agree as follows:

(a) Section 12.A.(3) of the Security Instrument is amended to read:

"(3) The existence of an Event of Default by MORTGAGOR under that certain Security Agreement dated as of July 11, 1996, by and between MORTGAGOR and SECURED PARTY, as such document may now or hereafter be amended, modified, supplemented, renewed, restated or replaced;"

(b) Sections 12.A.(5) and (6) of the Security Instrument are amended to read:

"(5) The existence of a default by MORTGAGOR (as successor to ANR Freight System, Inc.) under that certain Promissory Note (Consideration Debt) dated November 3, 1995, payable to the order of ANRFS Holdings, Inc., in the original principal amount of \$1,325,176 or under any of the instruments securing said promissory note or under any

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document now or hereafter amending, modifying, supplementing, renewing, extending, replacing or rearranging said promissory note or any instrument now or hereafter securing any of the same;

(6) The existence of a default by MORTGAGOR under that certain Third Amended and Restated Promissory Note for Multiple Advances dated as of September 3, 1996, payable to the order of Coastal Capital Corporation in the principal amount of up to \$15,500,000 or under any of the instruments securing said promissory note or under any document now or hereafter amending, modifying, supplementing, renewing, extending, replacing or rearranging said promissory note or any instrument now or hereafter securing any of the same; or".

As modified and amended hereby, the Mortgagor agrees that the Security Instrument is continued in full force and effect for the purposes of securing the Secured Obligations and all renewals, extensions, rearrangements, amendments, increases, supplements, restatements, and modifications thereto or thereof. In the event of any conflict between the terms and provisions of this Amendment and the Security Instrument, this Amendment shall control.

The governing law provisions of the Security Instrument shall be applicable to this Amendment.

ATTEST:

By: William W. Roberts  
Name: William W. Roberts  
Title: VP - Treasurer

ANR ADVANCE TRANSPORTATION  
COMPANY, INC

By: Stephen R. McKemy  
Stephen R. McKemy  
Senior Vice President

"Mortgagor"

WITNESS:

Ally V. Welch

ANR ADVANCE HOLDINGS, INC.

WITNESS:

Lisa M. Reimer

By: Stephen R. McKemy  
Stephen R. McKemy  
Senior Vice President

"Secured Party"

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## ACKNOWLEDGMENTS

STATE OF WISCONSIN

§

COUNTY OF MILWAUKEE

§

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BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Stephen R. McKemy, Senior Vice President of ANR ADVANCE TRANSPORTATION COMPANY, INC. and of ANR ADVANCE HOLDINGS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 16 day of September, 1996.  
My commission expires: 1/1/00

[Signature]  
Notary Public in and for Wisconsin

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## MORTGAGE EXHIBIT A

### LEGAL DESCRIPTION OF REAL PROPERTY AT 1415 WEST 35TH STREET, CHICAGO, IL

The North 1/2 of the North 1/2 of the West 1/2 (EXCEPT the North 33 feet and EXCEPT the West 747 feet thereof) of the Southwest 1/4 of Section 32, Township 39 North, Range 14 East of the third principal meridian, excepting therefrom a parcel of real estate described as follows:

Being a portion of the North 1/2 of the North 1/2 of the West 1/2 of the Southwest 1/4 of Section 32, Township 39 North, Range 14 East of the third principal meridian, beginning at a point 235.23 feet South of the North line of the Southwest 1/4 of Section 32, Township 39 North, Range 14 and 747.0 feet East of the West line of the Southwest 1/4 of Section 32, Township 39 North, Range 14; thence South for a distance of 430.0 feet along a line parallel with the East line of South Ashland Avenue to the South line of the North 1/2 of the North 1/2 of the Southwest 1/4 Section 32; thence East for a distance of 10.00 feet along the said South line of the North 1/2 of the North 1/2 of the Southwest 1/4 of Section 32, Township 39 North, Range 14; thence North for a distance of 430.00 feet along a line parallel with the East line of South Ashland Avenue; thence West a distance of 10.00 feet along a line parallel with the South line of West 35th Street to the place of beginning of Cook County, Illinois also:

Lot "A" in the Subdivision of that part of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 32, lying West of the West line of the right of way of the Indiana State Line Railway Company; also, the West 23 feet of vacated part of Iron Street lying East of and adjoining said Lot "A" in Cook County, Illinois.



*Deanna M. Brown  
Title Title Service  
520 Post ~~Box~~ Oak Blvd. Ste 480  
Houston TX 77027*

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