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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Michael B. Mennel
Goldberg, Kahn, Bell, Black,
Rosenblum & Moritz, Ltd.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603
(312) 261-4000

96069281

DEPT-01 RECORDING \$29.50
T#0014 TRAN 1661 01/26/96 11:26:00
#8588 + RC *-96-069281
COOK COUNTY RECORDER

FIRST AMENDMENT TO REAL PROPERTY MORTGAGE

This First Amendment to Real Property Mortgage (this "Amendment") is dated January 19, 1996 and is by and between LASALLE NATIONAL BANK ("Lender"), and FLUID POWER INDUSTRIES, INC., a Delaware corporation having its principal offices at 511 Glenn Avenue, Wheeling, Illinois 60690 ("Borrower").

RECITALS

I. Lender and Borrower are parties to a certain Loan and Security Agreement dated as of July 7, 1994 (the "Original Loan Agreement") which has been amended from time to time, most recently by a certain later agreement dated January 18, 1996 (the "Loan Amendment"). The Original Loan Agreement, as amended to date is sometimes referred to herein as the "Loan Agreement." Pursuant to the provisions of the Loan Agreement, Lender has made a loan to Borrower consisting of revolving and non-revolving loan facilities (the "Loan"). Pursuant to the Original Loan Agreement, the maximum principal balance of the Loan which could have been outstanding at any one time was \$18,000,000.00.

II. To secure its obligations with respect to the Loan, Borrower has previously executed and delivered a certain Real Property Mortgage dated as of July 7, 1994 recorded with the Recorder for Cook County, Illinois as Document No. 94721650, encumbering certain property defined therein as the Mortgaged Property which includes the parcel of land which is legally described on Exhibit A attached hereto (the "Mortgage").

III. Certain relevant provisions of the Loan have been amended and Agent and Borrower now desire to amend the Mortgage to reflect the amendments to the Loan.

AGREEMENTS

Lender and Borrower agree as follows: LAWYERS TITLE INSURANCE CORPORATION

1. Unless otherwise defined herein all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Mortgage.

2. The "Loan Agreement," as such term is defined in the Mortgage, has been amended by the Loan Amendment and the Mortgage is hereby amended so that all references in the Mortgage to the Loan Agreement shall mean the Loan Agreement as such term is defined in this Amendment.

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3. The maximum principal balance of the Loan has been increased from \$18,000,000.00 to \$22,500,000.00, and the Mortgage is hereby amended to the extent necessary to reflect that the maximum principal amount of the Loan which may be outstanding at any time is now \$22,500,000.00, consisting of revolving loans, which may be in the principal amount of up to \$22,500,000.00 outstanding at any one time, and non-revolving loans, the aggregate outstanding balance of which is \$ 6,826,924.14 as of the date of this Amendment. Accordingly, all references in the Mortgage to the "Loan" shall mean and refer to the loan made pursuant to the Loan Agreement, as amended by the Loan Amendment.

4. Borrower hereby remakes and reaffirms each covenant, agreement, certification, representation and warranty contained in the Mortgage and warrants that the Mortgage is enforceable against Borrower in accordance with its terms.

5. The Mortgage shall remain in full force and effect in accordance with its terms as amended by this Amendment. Borrower hereby reaffirms and ratifies as of the date hereof, all of its agreements, obligations and undertakings under the Mortgage.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written.:

LENDER:

LASALLE NATIONAL BANK

By Steven Fent

Its VP/SC ASST

BORROWER:

FLUID POWER INDUSTRIES, INC., a

Delaware corporation

By Chuck Hays

Its CHAIRMAN

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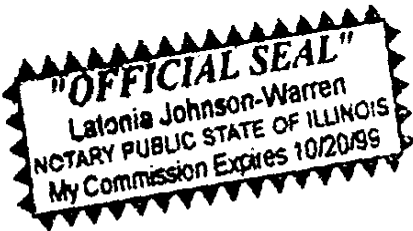
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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Latoria Johnson-Warren, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Steven Fenton, the Vice President/Senior Attorney of LaSalle National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Vice President/Senior Attorney appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said bank.

GIVEN under my hand and notarial seal this 19th day of January, 1996.



Latoria Johnson-Warren
 Notary Public

My Commission Expires:

October 20, 1999

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EXHIBIT A

Legal Description

PARCEL 1:

Lots 1, 2, and 3 in Block 5 in Amerline Subdivision of part of the East 1/2 of the Southwest 1/4 of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 19 and 20 in Palwaukee Business Center Unit Two, being a Subdivision in the Southeast 1/4 of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Lots 67 and 68 in Palwaukee Business Center Unit Three, being a Subdivision in the Southeast 1/4 of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat recorded September 11, 1986 as Document Number 86408080, in Cook County, Illinois.

511 Glenn Avenue
Wheeling, IL

03-11-303-026

03-11-410-001

03-11-410-002

03-11-410-013

03-11-410-014

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