

# UNOFFICIAL COPY

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Prepared by and return to:

Brian K. Doyle  
Rudnick & Wolfe  
203 N. LaSalle St.  
Chicago, IL 60601

DEPT-01 RECORDING \$35.50  
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\$2415 + LHM \* -97-517769  
COOK COUNTY RECORDER

*This space reserved for Recorder's use only.*



## ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE (this "Agreement") is made as of the 3rd day of July, 1997, by and between REPUBLIC WINDOWS & DOORS, INC., formerly known as Republic Aluminum, Inc., an Illinois corporation ("Borrower") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Lender").

### RECITALS:

WHEREAS, Borrower has executed and delivered to Lender that certain Term Note A, dated of even date herewith, in the principal amount of Twelve Million Five Hundred Thousand and no/100 Dollars (\$12,500,000.00) (together with any and all renewals, extensions for any period, increases or rearrangements thereof the "Term Note A");

WHEREAS, Lender has committed to issue a Letter of Credit in the face amount of Twelve Million Seven Hundred Ninety-Two Thousand and no/100 Dollars (\$12,792,000.00) (the "Letter of Credit") on behalf of Borrower; and

WHEREAS, upon the expiry of the Letter of Credit and the return of the Letter of Credit to Lender, Lender has agreed to make an additional loan to Borrower in the principal amount of Seven Million and No/100 Dollars (\$7,000,000), to be evidenced by Term Note B (as defined in the Loan Agreement):

Handwritten initials or signature, possibly "BFS" or similar.

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WHEREAS, Borrower has also executed and delivered to Lender that certain Loan and Security Agreement, dated as even date herewith, (said Loan and Security Agreement and any and all renewals, extensions for any period, increases or rearrangements thereof are collectively referred to as the "Loan Agreement"), providing for the extension of certain credit and other financial accommodations by Lender to Borrower, which, combined with the outstanding principal balance of Term Note A, Term Note B and the face amount of the Letter of Credit will not exceed Thirty Seven Million Two Hundred Ninety-Two Thousand Dollars and no/100 Dollars (\$37,292,000); and

WHEREAS, as a condition to Lender's extension of certain financial accommodations to Borrower including, without limitation, the extension of credit evidenced by Term Note A, Term Note B and the issuance of the Letter of Credit and pursuant to the Loan Agreement (Term Note A, Term Note B, the Letter of Credit, the Loan Agreement and any other document or instrument at any time executed pursuant to or in connection with either of them are hereinafter sometimes collectively referred to as "Loan Documents"), Lender has required that Borrower enter into this Mortgage and grant to Lender the liens and security interests referred to herein to secure the following (collectively, the "Obligations"): (i) the payment of the principal amounts evidenced by Term Note A and Term Note B together with interest thereon; (ii) the satisfaction of any reimbursement obligations of Borrower under the Letter of Credit; (iii) all of the Liabilities (as defined and provided in the Loan Agreement) of Borrower to Lender under the Loan Agreement and any other Financing Agreements (as defined in the Loan Agreement) (other than those relating to the Revolving Note, as such term is defined in the Loan Agreement); and (iii) other payment and performance obligations related to this Mortgage; and

WHEREAS, Borrower holds a certain Mortgage dated September 16, 1996 executed by Near North National Exchange Company, and recorded as Document No. 96718728, as amended and restated pursuant to that certain Amended and Restated Mortgage made effective as of September 16, 1996 and recorded as Document No. 97442359 (collectively, the "Mortgage"), encumbering the property legally described on Exhibit A attached hereto; and

WHEREAS, Lender has required, as a condition to making Term Loan A, Term Loan B and issuing the Letter of Credit, that Borrower execute and deliver this Agreement.

THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

## AGREEMENTS

1. Recitals. The recitals set forth above are incorporated herein as if set forth in full as an integral part of the text of this Agreement.
2. Assignment. As security for the Obligations, Borrower hereby pledges, assigns, transfers, conveys and sets over unto Lender all of its right, title and interest in and to the

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Mortgage, including the right to receive payments and proceeds due thereunder and all sums secured thereby. As additional security for the Obligations, Borrower shall endorse the note described in the Mortgage in favor of Lender (the "Note").

3. Representations and Warranties. Borrower represents and warrants that as of the date hereof, the Mortgage is in full force and effect and no defaults currently exist thereunder. Borrower further represents and warrants that it has not previously pledged, assigned, transferred, conveyed or set over unto any other party any of its right, title or interest in and to the Mortgage or the Note.

IN WITNESS WHEREOF, Borrower and Lender have executed this Assignment of Mortgage as of the date first above written.

LENDER:

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, a national banking  
association

By: [Signature]  
Name: Arthur W. Newman  
Title: VP

BORROWER:

REPUBLIC WINDOWS & DOORS, INC.,  
formerly known as Republic Aluminum, Inc., an  
Illinois corporation

By: [Signature]  
Name: Donald Spierman  
Title: President

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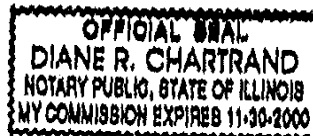
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arthur Murray of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 10<sup>th</sup> day of July, 1997.

Diane R. Chartrand  
Notary Public

My Commission Expires:  
\_\_\_\_\_



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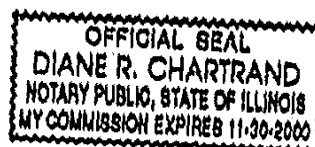
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Yoram Spielman, President of Republic Windows & Doors, Inc., formerly known as Republic Aluminum, Inc., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 10<sup>th</sup> day of July, 1997.

Diane R. Chartrand  
Notary Public

My Commission Expires:  
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## EXHIBIT A

### PREMISES

#### PARCEL 1:

LOT 7 (EXCEPT THE EAST 16 FEET DEDICATED FOR PUBLIC ALLEY, BUT NOW VACATED) AND ALL OF LOTS 8, 9 AND 10 IN BLOCK 2 IN FULLERTON'S 4TH ADDITION TO CHICAGO, A SUBDIVISION IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

#### PARCEL 2:

A STRIP OF LAND 16 FEET IN WIDTH (FORMERLY ALLEY, NOW VACATED) LYING SOUTH OF AND ADJOINING SAID LOT 7 (EXCEPT THE EAST 16 FEET THEREOF) AND SOUTH OF AND ADJACENT TO ALL LOTS 8, 9 AND 10 IN BLOCK 2 IN FULLERTON'S 4TH ADDITION TO CHICAGO, AFORESAID.

#### PARCEL 3:

THE NORTH 70 FEET OF LOT 2 IN THE NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

#### PARCEL 4:

THE EAST HALF OF THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING SOUTH OF THE SOUTH LINE OF WEST DIVERSEY PARKWAY, AND NORTH OF THE SOUTH LINE OF THE NORTH 70 FEET OF LOT 2, EXTENDED WEST ACROSS SAID VACATED NORTH HERMITAGE AVENUE IN SAID NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION.

#### PARCEL 5:

THOSE PARTS OF LOT 2 AND VACATED NORTH HERMITAGE AVENUE LYING WEST OF AND ADJOINING SAID LOT 2, IN THE NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION, AFORESAID, WHICH PARTS OF SAID LOT 2 AND VACATED AVENUE ARE DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2 WHICH IS 70 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE WEST ALONG A LINE 70 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 2 AND SAID LINE EXTENDED WEST, A DISTANCE OF 326.01 FEET TO A POINT 5.00 FEET EAST OF THE WEST LINE OF SAID VACATED N. HERMITAGE AVENUE; THENCE SOUTH ALONG A LINE PARALLEL TO SAID WEST LINE OF VACATED N. HERMITAGE AVENUE, A DISTANCE OF 127.00 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF THE PROPERTY HEREIN DESCRIBED, A DISTANCE OF 326.04 FEET TO SAID EAST LINE OF LOT 2; AND THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 127.00 FEET TO THE POINT OF BEGINNING.

## PARCEL 6:

THOSE PARTS OF LOT 3 AND VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION AFORESAID, WHICH PARTS OF SAID LOT 3 AND VACATED AVENUE ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A WESTWARD EXTENSION OF A LINE 70 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 2 IN SAID RESUBDIVISION WITH A LINE 5.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID VACATED NORTH HERMITAGE AVENUE; AND RUNNING; THENCE SOUTH ALONG A LINE 5.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF VACATED NORTH HERMITAGE AVENUE, A DISTANCE OF 120.47 FEET; THENCE NORTHWESTERLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 225.02 FEET A DISTANCE OF 46.07 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 153.77 FEET A DISTANCE OF 85.97 FEET TO A POINT ON SAID WESTWARD EXTENSION OF A LINE 70.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 2 IN SAID NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION; THENCE EAST ALONG SAID WESTWARD EXTENSION A DISTANCE OF 44.21 FEET TO THE POINT OF BEGINNING.

## PARCEL 7:

THOSE PARTS OF LOT 2 AND VACATED NORTH HERMITAGE AVENUE LYING WEST OF AND ADJOINING SAID LOT IN THE NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION AFORESAID, WHICH PARTS OF SAID LOT 2 AND VACATED NORTH HERMITAGE AVENUE ARE DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2 WHICH POINT IS 197.00 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; AND RUNNING THENCE WEST ALONG A LINE 197.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 2 AND SAID PARALLEL LINE EXTENDED WEST, A DISTANCE OF 326.04 FEET TO A POINT 5.00 FEET EAST OF THE WEST LINE OF VACATED NORTH HERMITAGE AVENUE; THENCE SOUTH ALONG A LINE 5.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF VACATED NORTH HERMITAGE AVENUE, A DISTANCE OF 50.00 FEET; THENCE EAST, ALONG A LINE PARALLEL TO THE NORTH LINE OF THE PROPERTY HEREIN DESCRIBED A DISTANCE OF 326.05 FEET TO SAID EAST LINE OF LOT 2; AND THENCE NORTH ALONG SAID EAST LINE OF LOT 2 A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

## PARCEL 8:

THAT PART OF LOT 3 (SOMETIMES BLOCK 35 IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOT 3, WITH A LINE 890.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 3; AND RUNNING THENCE WEST ALONG A LINE 890.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 3 A DISTANCE OF 189.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 A DISTANCE OF 42.38 FEET; THENCE WEST ALONG A STRAIGHT LINE A DISTANCE OF 95.33 FEET TO A POINT 931.63 FEET NORTH OF A WESTWARD EXTENSION OF SAID SOUTH LINE OF LOT 3; THENCE NORTHWARDLY, EASTWARDLY AND SOUTHWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 142.16 FEET AND CONVEX WESTERLY, NORTHERLY, AND EASTERLY A DISTANCE OF 446.62 FEET TO A POINT ON SAID WEST LINE OF THE EAST 15.32 FEET OF SAID LOT 3, WHICH POINT IS 933.83 FEET NORTH OF THE SOUTH LINE OF SAID LOT 3; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 15.32 FEET OF LOT 3 A DISTANCE OF 43.73 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THAT PART OF THE FOREGOING PARCEL WHICH LIES NORTH OF A LINE WHICH IS 972 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF AND WESTWARD EXTENSION THEREOF, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 9:

A STRIP OF LAND, 16 FEET WIDE, (FORMERLY THE EAST AND WEST PUBLIC ALLEY BUT NOW VACATED), LYING SOUTH OF AND ADJACENT TO LOTS 1, 2, 3, 4, 5, 6 AND SOUTH OF THE SOUTH LINE OF LOT 6 EXTENDED WEST; ALSO A STRIP OF LAND, FORMERLY THE NORTH AND SOUTH PUBLIC ALLEY BUT NOW VACATED, SAID FORMER ALLEY BEING THE EAST 16 FEET OF LOT 7, ALL IN

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BLOCK 2 OF FULLERTON'S 4TH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOT 1 IN BLOCK 2 IN FULLERTON'S 4TH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 11:

LOT 2 IN BLOCK 2 IN FULLERTON'S 4TH ADDITION TO CHICAGO, A SUBDIVISION IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12:

LOTS 3, 4, 5 AND 6 IN FULLERTON'S 4TH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH HALF OF THE SOUTHEAST QUARTER SECTION 30, TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Identification No.:

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