

97593640

**MODIFICATION
AGREEMENT**

This Agreement made
this 20th day of June, 1997, by
and between:

97593640

- I. LA SALLE BANK NATIONAL ASSOCIATION, a k a LA SALLE BANK, N.A., f/k/a LaSalle Northwest National Bank, as successor to Columbia National Bank ("Lender");
- II. ACME REFINING COMPANY, an Illinois corporation, d b/a ACME REFINING SCRAP IRON & METAL, INC. ("Borrower");
- III. The following described Trustees holding Illinois land trusts (individually "Mortgagor" and collectively "Mortgagors"):
 - LaSALLE NATIONAL BANK, Successor Trustee To
A. LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee w/t/a dated 5/18/95 a/k/a Trust No. 119370;
 - *B. COLUMBIA NATIONAL BANK OF CHICAGO, not personally, but as Trustee w/t/a dated 3/14/95 a/k/a Trust No. 4877;
 - *C. COLUMBIA NATIONAL BANK OF CHICAGO, not personally, but as Trustee w/t/a dated 1/10/95 a/k/a Trust No. 4845;
 - LaSALLE NATIONAL BANK, Successor Trustee To
D. LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee w/t/a dated 1/29/91 a/k/a Trust No. 116075;
 - *E. COLUMBIA NATIONAL BANK OF CHICAGO, not personally, but as Trustee w/t/a dated 1/22/96 a/k/a Trust No. 5095; and
- IV. LAURENCE C. BARON ("Guarantor").

* The Trusts identified in Subparagraphs B, C and E are now held by LA SALLE NATIONAL BANK, as Successor Trustee, with the prefix 01- before the respective trust numbers.

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RECITALS

A. Borrower and or Mortgagors have executed notes identified and referred to in the Mortgages hereinafter described, executed by the Mortgagors, in the amounts set forth in each mortgage document. All of the loans referred to in such mortgage documents evidenced by the notes referred to in the same, as well as all other loans by Lender to Borrower collateralized by either the mortgages presently outstanding or other security agreements are referred to herein for convenience as "the existing loans".

B. All of the loans are guaranteed by the Guarantor.

C. Borrower, Mortgagors and Guarantor are desirous of restructuring the existing loans, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided outlined in a certain agreement between them dated April 11, 1997 (the "Commitment"), providing for four credit facilities, a copy of which is attached as Exhibit A. The four restructured loans described in Exhibit A as Items A, B, C and D are collectively referred to as "the modified loans".

D. The Mortgages which include, also, Assignments of Rent and Security Agreements securing the existing loans and the respective real estate affected are described as follows:

1. Mortgage, Assignments of Rent and Security Agreement dated 9/01/95 made by LA SALLE NATIONAL TRUST, N.A., w/t/a dated 5/18/95 a/k/a Trust No. 119570 to COLUMBIA NATIONAL BANK OF CHICAGO, recorded 10/16/95 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 95703545 against property commonly described as 3342-56 South Justine, Chicago, Illinois, legally described in Exhibit B.1 attached hereto, Permanent Index Nos. 17-32-111-041, 042, 043, 044, 045, 046, 047 and 048, securing a note in the original principal amount of \$269,000.00.

2. Mortgage, Assignments of Rent and Security Agreement dated 3/22/95 made by COLUMBIA NATIONAL BANK OF CHICAGO w/t/a dated 3/14/95 a/k/a Trust No. 4877 to COLUMBIA NATIONAL BANK OF CHICAGO, recorded 3/28/95 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 95207873 against property commonly described as 1719 West 35th Street, Chicago, Illinois, legally described in Exhibit B.2 attached hereto, Permanent Index No. 17-31-405-003, securing a note in the original principal amount of \$215,000.00.

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3. Mortgage, Assignments of Rent and Security Agreement dated 1/26/95 made by COLUMBIA NATIONAL BANK OF CHICAGO, u/v/a dated 1/10/95 a/k/a Trust No. 4845 to COLUMBIA NATIONAL BANK OF CHICAGO, recorded 2/15/95 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 95107773 against property commonly described as 3357 South Justine, Chicago, Illinois, legally described in Exhibit B.3 attached hereto, Permanent Index No. 17-32-112-016, securing a note in the original principal amount of \$637,735.05.

4. Mortgage, Assignments of Rent and Security Agreement dated 1/26/95 made by LA SALLE NATIONAL TRUST, N.A., u/v/a dated 1/29/91 a/k/a Trust No. 116075 to COLUMBIA NATIONAL BANK OF CHICAGO, recorded 2/15/95 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 95107775 against property commonly described as 829 West 22nd Place, Chicago, Illinois, legally described in Exhibit B.4 attached hereto, Permanent Index Nos. 17-29-202-004, 005, 006, 010, 012, 013, 033 and 034, securing a note in the original principal amount of \$637,735.05.

5. Mortgage, Assignments of Rent and Security Agreement dated 3/18/96 made by COLUMBIA NATIONAL BANK OF CHICAGO, u/v/a dated 1/22/96 a/k/a Trust No. 5595 to COLUMBIA NATIONAL BANK OF CHICAGO, recorded 3/26/96 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 96229937 against property commonly described as 3701 South Racine, Chicago, Illinois, legally described in Exhibit B.5 attached hereto, Permanent Index Nos. 17-32-401-001 through 009, 015 through 023 and 032, 034, securing a note in the original principal amount of \$139,500.00.

In consideration of the premises and other good and valuable consideration, including the extension and modification of the existing loans and upon the express condition that the lien of the respective mortgages held by Lender is a valid first and subsisting lien against the premises thereby affected and that the execution of this Modification Agreement will not impair the lien of any of said mortgages and that there is no existing second mortgage or other liens subsequent to any lien of any mortgage held by lender or referred to herein that will not be paid in full and released concurrently herewith (for breach of which conditions or either of them, this Modification Agreement shall not take effect and shall be void), it is mutually agreed as follows:

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1. The commitment attached as Exhibit A is made a part hereof as though fully set forth herein.

2. Each term in each Mortgage, Assignment of Rent and Security Agreement described in Paragraph D above is made a part hereof as though fully set forth herein for the primary purpose of securing the restructured note not to exceed \$1,250,000.00 referred to as Item D in the commitment and shall secure that part of the modified loans in amounts not to exceed the amount set forth in each said recorded document under the paragraph entitled "Indebtedness" and shall also stand as cross-collateral for the total amount of the modified loans.

3. The notes referred to in each of the Mortgages are hereby modified as follows:

a. Effective on and including June 20, 1997, the principal sum and interest shall be payable as follows: See Page 2 of the commitment regarding the interest rate, repayment terms and maturity date for Item D.

4. Except for the modifications stated herein, each note and loan document is not otherwise changed, modified or amended.

5. Each Premises described in each Mortgage shall remain in all events subject to the lien, charge or encumbrance of said Mortgage effected thereby, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of, or warranty of title in the Mortgage, or the priority thereof over liens, charges, encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whatsoever may now or hereafter be liable under or on account of the Note and/or Mortgage, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

6. This Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

7. The Mortgagors, Borrower and Guarantor hereby ratify and confirm their respective obligations and liabilities under each Note, Mortgage, Guaranty and related loan document, as hereby amended, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of the respective obligations and liabilities of the Trustee and Co-Maker under each Note, Mortgage, Guaranty and related loan document, as so amended.

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8. Each of Guarantor's guarantees shall remain in full force and effect.

9. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

10. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid Modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

11. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

12. This Modification Agreement is executed by the respective Trustees, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Modification Agreement shall be construed as creating any personal liability on said Trustee.


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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

LA SALLE BANK NATIONAL ASSOCIATION,
a/k/a LA SALLE BANK, N.A.,
f/k/a LaSalle Northwest National Bank,
as successor to Columbia National Bank

By: 

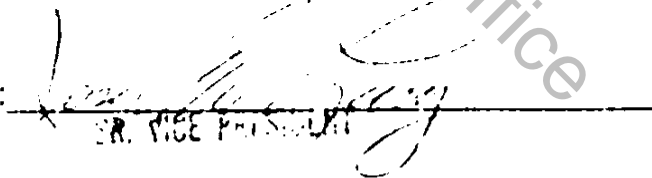
Attest: 

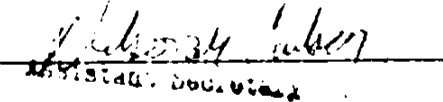
ACME REFINING COMPANY, an Illinois
corporation, d/b/a ACME REFINING SCRAP IRON
& METAL, INC.

By: 

Attest: 

LA SALLE NATIONAL BANK, not personally,
but as Successor Trustee, under the Trusts
identified under Paragraph III on Page 1 of this
Modification Agreement as Items A, B, C, D and E

By: 
SR. VICE PRESIDENT

Attest: 
NOTARY PUBLIC


LAURENCE C. BARON, Guarantor

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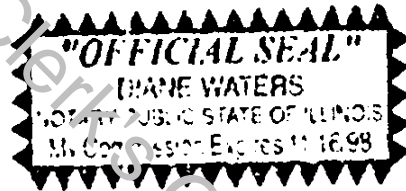
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT STEVEN IRVIN personally known to me as CAJILL VICE PRESIDENT of LA SALLE BANK NATIONAL ASSOCIATION, a/k/a LA SALLE BANK, N.A., fka LaSalle Northwest National Bank, as successor to Columbia National Bank, a national banking corporation, and L. LARRY KENNA, VICE PRESIDENT secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ and secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their 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 this 10th day of June, 1997.

Notary Public



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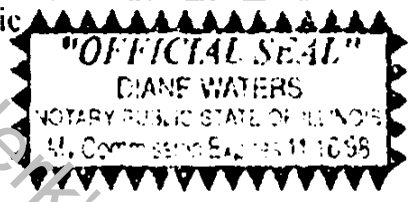
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT LAWRENCE BROWN personally known to me as PRESIDENT of ACME REFINING COMPANY, an Illinois corporation, d/b/a ACME REFINING SCRAP IRON & METAL, INC., and ROGER LUSKOFF, secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ and secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their 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 this 20th day of June, 1997.

[Signature]
Notary Public



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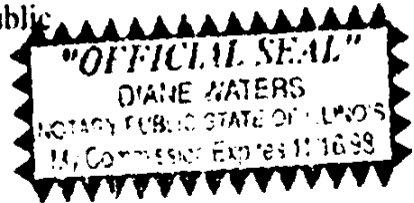
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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT LAURENCE C. BARON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, personally appeared before me this day and of his own free will, subscribed his name to the foregoing instrument for the uses and purposes therein contained.

Given under my hand and notarial seal this _____ day of _____, 1997.

Notary Public



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COLUMBIA
NATIONAL BANK

April 11, 1997

Mr. Larry Baron
Acme Refining Company, Inc.
3357 S. Justine
Chicago, IL 60608

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Dear Mr. Baron,

Columbia National Bank is pleased to advise you we have approved four credit facilities for Acme Refining Company, Inc. The facilities are subject to the following terms and conditions:

Borrower:

- A. Acme Refining Company, Inc.
- B. Acme Refining Company, Inc.
- C. Acme Refining Company, Inc.
- D. Acme Refining Company, Inc.

Guarantor: Larry Baron

Amount:

- A. \$2,500,000
- B. \$1,000,000
- C. \$2,140,954
- D. \$1,250,000

Commitment Fee: None

EXHIBIT A



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- Interest Rate:**
- A. Prime + 1/2% floating.
 - B. Borrower's option of:
 - 1. Prime + 1/2% floating
 - 2. 1 year treasury + 275 bps repriced annually.
 - C&D. Borrower's option of:
 - 1. Prime + 1/2% floating.
 - 2. 1 year treasury + 275 bps repriced annually.
 - 3. Fixed at 5 year treasury index + 275 bps.
- Repayment Terms:**
- A. Interest only monthly.
 - B. Interest only monthly for 1 year converting to 48 equal monthly. payments of principal and interest in thirteenth month.
 - C. 48 equal monthly payments of principal and interest.
 - D. Monthly interest plus 1/12th reduction in line availability annually.
- Maturity:**
- A. August 31, 1998
 - B. April 30, 2002
 - C. 4 years from date of funding.
 - D. 5 years from date of funding
- Collateral:** All facilities will be cross-collateralized and cross defaulted with a general business security agreement on all corporate assets. Facility A. will be governed by specific advances against accounts receivable of 80% and inventory of 25% with a cap of \$500,000. Facility D. will be secured by Corporate real estate.
- Insurance:** Borrowers agrees to provide acceptable certificates of casualty and liability insurance from companies approved by CNB, and all policies shall be endorsed to include the interest of CNB for at least the amount of the indebtedness.
- Documentation:** All documentation shall be prepared by the bank's attorney and shall be in form, content and execution satisfactory to CNB. Borrower shall reimburse CNB for cost of documentation.
- Effective date:** This commitment shall become effective upon receipt of an executed copy of this letter.
- Expiration:** This commitment will expire 60 days from the date of this letter.

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Other terms:

The borrower will execute a loan agreement governing the credit facilities which will contain mutually acceptable terms and conditions. This agreement may contain various covenants, including, but not limited to, the following:

1. Minimum net income of \$50,000 at fiscal year end 1997.
2. Total liabilities: Tangible net worth less than 9:1 by end of fiscal year.

The borrower will provide the Bank with the following information on a timely basis:

1. Annual Personal Financial Statements from guarantor.
2. Annual Reviewed Business Financial Statements.
3. Quarterly internally Prepared Business Financial Statements.
4. Monthly borrowing Base Certificate with accounts receivable agings and inventory list.
5. Annual field audit with cost reimbursed by borrower.

Events of Default:

CNB may cancel all of its obligations under this commitment without liability in the event of any of the following:

- A. With respect to the borrower or guarantor,
 1. the filing by or against any of them or any case or other proceedings for any relief pursuant to the bankruptcy or insolvency laws of the United States or of any state; or
 2. a material adverse change in the financial condition of the borrower; or
 3. a material adverse change in the collateral of the loans to be made thereunder; or
 4. the filing of an answer admitting insolvency or inability to pay debts as they become due; or
 5. commencement or existence of any litigation relating to the security for the loan to be made thereunder; or
 6. the occurrence of any event of default under any other obligation of Borrower and/or Guarantor to CNB; or
- B. The attachment, seizure, levy upon or taking possession of by any receiver, custodian or assignee for the benefit of creditors of a substantial part of any property of Borrower or of any of the security for the loans to be made thereunder; or
- C. CNB's dissatisfaction or disapproval, in CNB's sole and absolute discretion, of any document, report, field audit, appraisal or other instrument which is subject to the satisfaction or approval of CNB thereunder.

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Depository: Columbia National Bank will be the primary depository and disbursement institution for Acme Refining Company, Inc.

The terms and conditions in this commitment letter are not exclusive, as additional terms may be added hereto should CNB's subsequent investigation or disclosure of the borrower's change in circumstances so dictate. The foregoing shall not be deemed to permit CNB to subsequently change the interest rates, accounts receivable formula, reinstatement penalty, minimum monthly interest charge or bank clearance

Mr. Bacon, on behalf of Columbia National Bank, I am very happy to have this opportunity to provide you with this commitment. If the terms are acceptable to you, please sign and return the acceptance copy of this letter and we will begin documentation immediately.

Sincerely,


Steven A. Irvin
Senior Vice President

The undersigned hereby accepts this commitment and agrees: (1) to consummate the loans in accordance with the terms and conditions hereof, and (2) that all facts and circumstances pertaining to the financial statements submitted, the loans and the security for the loans are and shall be as presented.

Acme Refining Company, Inc.

By 

NUMBER ONE - SUBMITTED FOR 4/30/97, FOR REVIEW FOR 4/30/98. (LCF)

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EXHIBIT B.1

(See Paragraph D1)

LOTS 17, 18, 19, 20, 21, 22, 23 AND 24 IN BLOCK 6 IN SUBDIVISION OF LOTS 31 AND 32 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(Lot 17 was subsequently released from the lien of this mortgage.)

Address of Property: 3342-56 South Justine, Chicago, Illinois

Permanent Index Nos. 17-32-111-041, 042, 043, 044, 045, 046, 047 and 048

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EXHIBIT B.2

(See Paragraph D2)

LOTS 6, 7, 8 AND 9 IN BLOCK 1 IN BLOOM'S SUBDIVISION OF THE NORTH 1/2 OF BLOCK 22 (EXCEPT THE SOUTH 16 1/2 FEET THEREOF) IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 1719 West 35th Street, Chicago, Illinois

Permanent Index No. 17-31-405-903

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EXHIBIT B.3

(See Paragraph D3)

A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 5 IN CORNELL, YOUNG AND SLOSSON'S SUBDIVISION FOR THE PURPOSES OF PARTITION OF LOTS 31 AND 32 IN THE ASSESSOR'S DIVISION OF PART OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (THIS POINT BEING THE INTERSECTION OF THE NORTH LINE OF WEST 34TH STREET, 66 FEET WIDE AND THE EAST LINE OF SOUTH JUSTINE STREET FORMERLY CHARLTON AVENUE, 66 FEET WIDE); THENCE EAST ALONG THE NORTH LINE OF WEST 34TH STREET, A DISTANCE OF 500 FEET TO A POINT; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SOUTH JUSTINE STREET, A DISTANCE OF 165 FEET TO A POINT; THENCE WEST AND PARALLEL TO THE NORTH LINE OF WEST 34TH STREET, A DISTANCE OF 30 FEET TO A POINT; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SOUTH JUSTINE STREET, A DISTANCE OF 90 FEET TO A POINT; THENCE WEST AND PARALLEL TO THE NORTH LINE OF WEST 34TH STREET, A DISTANCE OF 170 FEET TO A POINT; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SOUTH JUSTINE STREET, A DISTANCE OF 90 FEET TO A POINT; THENCE WEST AND PARALLEL TO THE NORTH LINE OF WEST 34TH STREET, A DISTANCE OF 300 FEET TO A POINT; THENCE SOUTH ALONG THE EAST LINE OF SOUTH JUSTINE STREET A DISTANCE OF 165 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 3357 South Justine, Chicago, Illinois

Permanent Index No. 17-32-112-016

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EXHIBIT B.4

(See Paragraph D4)

PARCEL 1: LOTS 1 THROUGH 5, INCLUSIVE AND LOTS 18 THROUGH 24, INCLUSIVE IN BLOCK 2 IN THOMAS O'NEIL'S ADDITION TO CHICAGO IN THE SUBDIVISION OF THE EAST 8.36 ACRES OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 1, 2 AND 3 IN BLOCK 2 OF MRS. BRIDGETTE O'NEIL'S SUBDIVISION OF 4.80 ACRES OF THE WEST 1/2 OF THE EAST 16.72 ACRES OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29, DESCRIBED IN PARCEL 1.

PARCEL 3: ALL THAT PART OF THE VACATED NORTH AND SOUTH ALLEY WHICH LIES WEST AND ADJOINING SAID LOTS 1 THROUGH 5 IN BLOCK 2 IN THOMAS O'NEIL'S SUBDIVISION AND WHICH LIES EAST OF ADJOINING SAID LOT 24 IN BLOCK 2 IN THOMAS O'NEIL'S SUBDIVISION, SAID ALLEY VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 18466262 IN COOK COUNTY, ILLINOIS.

Address of Property: 829 West 22nd Place, Chicago, Illinois

Permanent Index Nos. 17-29-202-004, 005, 006, 010, 011, 012, 013, 033 and 034

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EXHIBIT B.5

(See Paragraph D5)

LOTS 1 TO 9, LOT 10 (EXCEPT THE SOUTH 22.02 FEET THEREOF) LOT 39 (EXCEPT THE SOUTH 22.02 FEET THEREOF) LOTS 40 TO 48, AND THE VACATED ALLEY BETWEEN SAID LOTS IN THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address of Property: 3701 South Racine, Chicago, Illinois

Permanent Index Nos. 17-32-101-001 through 909. 015 through 023 and 032. 034

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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING, RETURN TO:

EUGENE A. DI MONTE
DI MONTE SCHOSTOK & LIZAK
1300 WEST HIGGINS ROAD
SUITE 200
PARK RIDGE, ILLINOIS 60068

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