

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING, RETURN TO:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
135 South La Salle Street, Suite 925
Chicago, Illinois 60603



PERMANENT TAX INDEX NUMBERS:

03-11-407-017-0000
03-11-407-018-0000
03-11-407-019-0000

PROPERTY ADDRESS:

44 Century Drive
Wheeling, Illinois 60090

(7)

FIRST AMENDMENT TO MORTGAGE,
SECURITY AGREEMENT AND FINANCING STATEMENT

This FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT is executed as of October 31, 1997 (the "First Amendment") by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, whose address is 33 North La Salle Street, Chicago, Illinois 60690, Attention: Land Trust Department, not personally, but solely as Trustee (the "Mortgagor") under a Trust Agreement dated September 18, 1986 and known as Trust No. 100055-02 (the "Trust Agreement"), and LASALLE NATIONAL BANK, a national banking association (the "Mortgagee"), whose address is 135 South La Salle Street, Chicago, Illinois 60603.

RECITALS:

A. The Mortgagor executed and delivered to the Mortgagee that certain Mortgage, Security Agreement and Financing Statement dated as of December 20, 1993 and recorded on January 4, 1994 as Document No. 94005295 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Mortgage"), which Mortgage encumbers certain real property commonly known as 44 Century Drive, Wheeling, Illinois 60090, and as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Premises").

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11/14/97

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B. The Mortgagor is the record owner of the fee simple estate in and to the Premises.

C. The Mortgage currently secures the obligations and liabilities of the Mortgagor to the Mortgagee under and pursuant to that certain Note dated as of December 20, 1993 in the original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), executed by the Mortgagor and made payable to the order of and delivered to the Mortgagee, which obligation is guaranteed by Genender International, Inc., an Illinois corporation (the "Company"; the Mortgagor and the Company being collectively referred to herein as the "Borrowers"), under and pursuant to that certain Continuing Unconditional Guaranty dated as of December 20, 1993 to and for the benefit of the Mortgagee (the "Guaranty").

D. Pursuant to that certain Indenture of Lease dated as of September 30, 1997 (as amended from time to time, the "Ground Lease") between the Company, as lessor, and the Mortgagor, as lessee, the Company has leased the property adjacent to, and north of, the Premises (the "Leased Premises") to the Mortgagor for a term of ninety nine (99) years, whereon the Mortgagor will develop and construct an approximately 34,302 square foot addition (the "Project") to the existing building already located on the Premises owned by the Mortgagor (the "Existing Facility"), which Existing Facility and Project will be used as a combined office/warehouse.

E. Upon completion of the construction of the Project, the Mortgagor will lease the Project and the Leased Premises (along with the Premises and the Existing Facility) back to the Company under and pursuant to that certain Facility Lease dated as of September 30, 1997 (as amended from time to time, the "Facility Lease") between the Mortgagor, as lessor, and the Company, as lessee.

F. At the present time the Mortgagor, the Company and the Mortgagee have agreed enter into that certain Construction Loan Agreement dated as of October 31, 1997, pursuant to which the Mortgagee will loan to the Mortgagor and the Company an additional construction mortgage loan to finance the construction of the Project, and which construction mortgage loan will be evidenced by that certain Mortgage Note dated as of October 31, 1997 in the maximum original principal amount of One Million Three Hundred Eighty Six Thousand Four Hundred Seventy Six and 00/100 Dollars (\$1,386,476.00), to be jointly and severally executed by the Mortgagor and the Company and made payable to the order of the Mortgagee.

G. The Mortgagor and the Mortgagee have correspondingly agreed to amend certain provisions of the Mortgage as provided for herein.

NOW, THEREFORE, in consideration of the foregoing, the Mortgagor and the Mortgagee hereby agree as follows:

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1. Recitals. The foregoing recitals are hereby incorporated into, and made a part of this First Amendment.

2. Definitions. Capitalized words and phrases not otherwise defined herein shall have the respective meanings assigned thereto in the Mortgage.

3. Obligations Secured. The Mortgage secures the obligations and liabilities of the Mortgagor and/or the Company to the Mortgagee under and pursuant to:

(a) Construction Loan Agreement dated as of October 31, 1997 by and among the Mortgagor, the Company and the Mortgagee (as amended from time to time, the "Loan Agreement") and as evidenced by that certain Mortgage Note dated as of October 31, 1997 in the maximum original principal amount of One Million Three Hundred Eighty Six Thousand Four Hundred Seventy Six and 00/100 Dollars (\$1,386,476.00), jointly and severally executed by the Mortgagor and the Company and made payable to the order of and delivered to the Mortgagee (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Construction Note"), in and by which Construction Note the Borrowers promises to pay the principal sum thereof, together with prepayment premium, if any, and interest thereon (i) prior to maturity or the occurrence of a Default (as defined in the Loan Agreement) at the following rates: (A) from and after the date hereof through, but not including the Conversion Date (as defined in the Loan Agreement) at the floating per annum rate of interest pronounced from time to time by the Mortgagee as its Prime Rate (the "Floating Interest Rate"), and (B) from and after the Conversion Date at a fixed per annum rate of interest equal to the interest rate of five year United States Treasury Constant Maturities on the Conversion Date as published in the *Wall Street Journal* (the "Index"), plus 2.25% (if on the Conversion Date the Index is unascertainable, the Mortgagee, in its sole and reasonable judgment, may select a comparable rate or index in substitution for the Index), and (ii) following maturity or the occurrence of a Default at the greater of (A) the Floating Interest Rate plus three percent (3.00%), or (B) the Fixed Interest Rate plus three percent (3.00%) (the "Default Rate");

(b) Note dated as of December 20, 1993 in the original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), executed by the Mortgagor and made payable to the order of and delivered to the Mortgagee (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Mortgagor Note"; the Construction Note and the Mortgagor Note being collectively referred to herein as the "Notes"), of which the principal amount of One Million Forty Five Thousand Eight Hundred Forty and 84/100 Dollars (\$1,045,840.84) remains outstanding as of the date hereof, and in and by which Mortgagor Note the Mortgagor promises to pay the principal sum thereof, together with prepayment premium, if any, and interest thereon (i) prior to maturity or the occurrence of any default as set forth in the Mortgagor Note

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at the fixed rate of seven and three-quarters percent (7.75%) per annum, and (ii) following maturity or the occurrence of any default as set forth in the Mortgagor Note at the fixed rate of ten and three-quarters percent (10.75%) per annum;

(c) any and all amendments to the Loan Agreement, any and all extensions, renewals or modifications of the Construction Note or the Mortgagor Note and any and all substitutions for the Construction Note or the Mortgagor Note;

(d) the obligations and liabilities of the Company to the Mortgagee under and pursuant to the Guaranty; and

(e) and any other sums, liabilities or indebtedness as set forth in either the Loan Agreement, the Mortgage or any of the other Loan Documents (as defined in the Loan Agreement");

4. Note. The term "Note" as defined in the Mortgage is hereby modified to refer to all the obligations and liabilities of the Mortgagor and/or the Company to the Mortgagee set forth in Section 3 above, including but not limited to, the Loan Agreement, the Construction Note, the Mortgagor Note and the Guaranty.

5. Continuing Effect. All the terms of the Mortgage are hereby incorporated by reference herein, and the Mortgage, except as hereby modified and amended, shall remain in full force and effect in all respects, provided, however, notwithstanding anything to the contrary contained in this First Amendment or in the Mortgage, no Default shall be deemed to have occurred under the Mortgage due to the construction of the Project on the Premises. The Mortgagor, by the execution of this First Amendment, hereby reaffirms, assumes and binds itself to all of its obligations, duties, rights, covenants, terms and conditions that are contained in the Loan Agreement, the Mortgage and/or the other Loan Documents.

6. Counterparts. This First Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

7. Trustee's Exculpation. This First Amendment is executed by the Mortgagor, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Mortgagor are undertaken by the Mortgagor solely in its capacity as trustee and not personally. It is further understood and agreed that the Mortgagor merely holds title to the Premises and has no agents, employees or control over the management of the Premises and no knowledge or of other factual matters except as represented to the Mortgagor by its beneficiary. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Mortgagor on account of any warranty,

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indemnity, representation, covenant, undertaking or agreement of the Mortgagor in this Mortgage, all such liability being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder; and the owner of any of the indebtedness evidenced by the Notes or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate or the Premises for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Notes provided or by action to enforce the personal liability of any guarantor.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have executed this First Amendment to Mortgage, Security Agreement and Financing Statement as of the date first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
as Trustee of Trust No. 100055-02

By: [Signature]
Name: _____
Title: _____

LASALLE NATIONAL BANK,
a national banking association

By: [Signature]
Name: W. S. J. Cunningham
Title: 1st V.P.

GKF:jh
November 14, 1997
73249.1

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

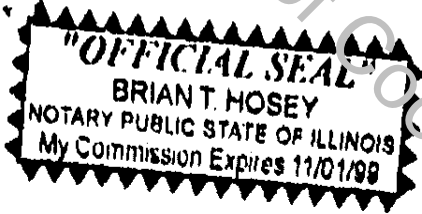
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as trustee as aforesaid, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of November, 1997.

Brian H. Hoyer

Notary Public

My Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

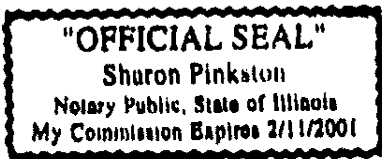
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lisa J. Cunningham, a First Vice President of LASALLE NATIONAL BANK, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such First Vice President, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of November, 1997.

Sharon Pinkston

Notary Public

My Commission Expires:



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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 54, 55 AND 56 IN PALWAUKEE BUSINESS CENTER UNIT THREE, BEING A SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 11, TOWNSHIP 42, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS OF REAL ESTATE:

44 Century Drive
Wheeling, Illinois 60090

PERMANENT TAX IDENTIFICATION NUMBERS:

03-11-407-017-0000 (Affects Lot 54)
03-11-407-018-0000 (Affects Lot 55)
03-11-407-019-0000 (Affects Lot 56)

GKF:jh
October 15, 1997
73249.1

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