

(NWS)  
(Campbell's Building)

Cross Reference Instrument  
Nos. 93461516, 92293227, 04059870,  
95153316, 95500705, and 96615012

AFTER RECORDATION,  
PLEASE RETURN TO:  
Donald K. Densborn, Esquire  
Johnson, Smith, Pence,  
Densborn, Wright & Heath  
One Indiana Square,  
Suite 1800  
Indianapolis, Indiana 46204

SECOND AMENDMENT TO SECOND AMENDED AND RESTATED  
REAL ESTATE MORTGAGE,  
SECURITY AGREEMENT AND FIXTURE FILING

THIS SECOND AMENDMENT, is made and entered into as of this 2nd day of September, 1997, by NWS, INC., an Illinois corporation (the "Mortgagor"), in favor of NBD BANK, N.A., a national banking association ("NBD-IN") (the "Mortgagee"), as Agent for the ratable benefit of the lenders from time to time party to the Loan Agreement described below (collectively, the "Lenders");

RECITALS

WHEREAS, the Mortgagor and the Mortgagee previously entered into a certain Second Amended and Restated Real Estate Mortgage, Security Agreement and Fixture Filing dated July 31, 1995, and recorded July 31, 1995 with the Recorder of Cook County, Illinois, as Instrument No. 9557005, as amended by that certain First Amendment to Second Amended and Restated Real Estate Mortgage, Security Agreement and Fixture Filing dated July 31, 1996, and recorded August 12, 1996 with the Recorder of Cook County, Illinois, as Instrument No. 96615012 (the "Mortgage");

WHEREAS, concurrently herewith, the Mortgagee is renewing the Mortgagor's line of credit with the Mortgagee; and

WHEREAS, the Mortgagor and the Mortgagee mutually desire to modify the Mortgage to better reflect the secured indebtedness of the Mortgage, as herewith amended, all in accordance with the terms and conditions set forth herein.

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AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PART I. AMENDMENTS

1. The Mortgage is hereby amended by substituting the following subparagraphs a., c. and d., in lieu of the like and existing subparagraphs contained on page 3 of the Mortgage beginning with "FOR THE PURPOSE OF SECURING...":

FOR THE PURPOSE OF SECURING:

a. Payment of indebtedness in the principal amount of Sixty Million Dollars (\$60,000,000) with interest thereon, evidenced by certain promissory notes of even date herewith, with a maturity date of September 30, 1999, executed by Mortgagor, which has been delivered to and is payable to the order of Mortgagee and which by this reference is hereby made a part hereof; and any future advances together with any and all modifications, extensions, renewals, substitutions or replacements thereof (the "Credit Notes");

c. [Intentionally omitted].

d. Performance of all obligations of Mortgagor under that certain Second Amended and Restated Credit Agreement dated as of even date herewith, among Mortgagor, the Lenders and Mortgagee governing the use of loan proceeds evidenced by the Notes (hereinafter defined), and each agreement of Mortgagor incorporated by reference therein or herein, or contained therein or herein and any and all amendments, modifications, extensions and renewals thereof (the "Loan Agreement").

2. Section 5.10 of the Mortgage is hereby amended by substituting "Sixty Million Dollars (\$60,000,000)" in lieu of "Fifty Million Dollars (\$50,000,000)" commencing in the third (3rd) line thereof.

PART II. CONTINUING EFFECT

All other terms, conditions, provisions, representations and warranties set forth in the Mortgage not specifically modified hereby shall remain unchanged and shall continue in full force and effect. This Second Amendment shall, wherever possible, be construed in a manner consistent with the Mortgage; provided, however, in the event of any irreconcilable inconsistency between the terms of this Second Amendment and the terms of the Mortgage, the terms of this Second Amendment shall control. Capitalized terms used herein and not herein defined shall have the meaning ascribed thereto in the Mortgage.

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PART III, WAIVER

No provision hereof shall constitute a waiver of any of the terms or conditions of the Mortgage other than those terms or conditions expressly modified herein. The Mortgagor hereby represents, warrants, covenants and agrees that there exist no offsets, counterclaims or defenses to payment or performance of the obligations set forth in the Mortgage and, in consideration hereof, expressly waives any and all such offsets, counterclaims and defenses arising out of any alleged acts, transactions or omissions on the part of the Mortgagee on or prior to the date hereof.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have executed this Second Amendment by their duly authorized representatives as of the date and year first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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NWS, INC.'S SIGNATURE PAGE TO THE SECOND AMENDMENT TO SECOND AMENDED AND RESTATED REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (Campbell's Building)

"MORTGAGOR"

NWS, INC., an Illinois corporation

By: [Signature] James E. LaCrosse, President

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ACKNOWLEDGMENT

STATE OF Illinois ) SS: COUNTY OF Madison

I, Ann Cosper a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT James E. LaCrosse of NWS, Inc., an Illinois corporation, 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 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 29 day of August, 1997.

[Signature] Notary Public - Signature

Ann M. Cosper Notary Public - Printed

My Commission Expires: 7/24/98

My County of Residence Is: Johnson

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NBD BANK, N.A.'S SIGNATURE PAGE TO THE SECOND AMENDMENT TO  
SECOND AMENDED AND RESTATED REAL ESTATE MORTGAGE,  
SECURITY AGREEMENT AND FIXTURE FILING  
(Campbell's Building)

"MORTGAGEE"

NBD BANK, N.A., a national banking association,  
as Agent

By: Jeffrey C. Kuehn  
Its: Vice President

ACKNOWLEDGMENT

STATE OF Indiana)  
) SS:  
COUNTY OF Marion)

I, Tonya S. Campanella a Notary Public in and for and residing in said County and State, DO  
HEREBY CERTIFY THAT Jeffrey C. Kuehn of NBD Bank, N.A., a national banking  
association, as agent, 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 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 29<sup>th</sup> day of August, 1997.

Tonya S. Campanella  
Notary Public - Signature

Tonya S. Campanella  
Notary Public - Printed

TONYA S. CAMPANELLA

My Commission Expires:

My County of Residence HAMILTON COUNTY  
NOTARY PUBLIC, HAMILTON COUNTY  
MY COMMISSION EXPIRES 11/3/2000

This instrument prepared by Donald K. Densborn, Attorney-at-Law, JOHNSON, SMITH, PENCE,  
DENSBORN, WRIGHT & HEATH, One Indiana Square, Suite 1800, Indianapolis, Indiana, 46204,  
(317) 634-9777.

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