

FIRST AMENDMENT TO MORTGAGE AGREEMENT

THIS INDENTURE is made as of the 27th day of November, 1996, by and between **JOHN F. DOBREZ** and **JOAN C. DOBREZ**, as Tenants by the Entirety, whose address is 2948 Sunset Avenue, Flossmoor, Illinois 60422 (the "Mortgagors"), and **LASALLE BANK NI** (formerly known as LaSalle Bank Lake View), a state banking association, having its principal office located at 3201 North Ashland Avenue, Chicago, Illinois 60657 (the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagors are justly indebted to Mortgagee in the principal sum of Two Hundred Forty Thousand One Hundred Twenty six and no/100 Dollars (\$240,126.00), as of October 21, 1997, evidenced by that certain Note of the Mortgagors for \$300,000, made payable to the order of and delivered to Mortgagee (the "Mortgage Note"), in and by which Mortgage Note the Mortgagors promises to pay to Mortgagee the principal sum of \$300,000.00, together with interest thereon prior to maturity.

Above Space for Recorder's Use Only

AFTER RECORDING RETURN TO:

Edward G. Proctor, Esq.
Hinshaw & Culbertson
Suite 300
222 North La Salle Street
Chicago, Illinois 60601

PERMANENT REAL ESTATE TAX
IDENTIFICATION NO.:
31-12-116-017

PROPERTY ADDRESS:

2948 Sunset Avenue
Flossmoor, Illinois 60422

WHEREAS, the Mortgage Note is secured by a Mortgage ("Mortgage") conveying the real estate and improvements thereon to the Bank as security for the payment of the Mortgage Note described above (the Legal Description of the real estate and the recording data of the Mortgage is attached hereto as Exhibit A);

WHEREAS, **Dober Chemical Corp.** ("Dober") and the Mortgagee entered into an Amended and Restated Loan and Security Agreement, dated as of November 27, 1996 – wherein all of the Obligations to the Bank, including the Mortgage Note described above, of Dober and certain shareholders and officers of Dober and certain other entities having an interest in Dober were cross-guaranteed and cross-collateralized and cross-defaulted (attached hereto as Exhibit B is a summary of such Obligations);

WHEREAS, the parties hereto have agreed that the Mortgage, dated October 26, 1996, shall secure all of the Obligations described in Exhibit B attached hereto, and a default under any of the documents evidencing any of the Obligations or the Revolving Credit Facility described in the Amended and Restated Loan and Security Agreement shall be deemed a default under the Mortgage Note and the Bank in such instance may demand payment of the Mortgage Note and any or all of the Obligations;

NOW, THEREFORE, in consideration of the debt evidenced by the Notes and Obligations described in Exhibit B attached hereto and to secure the payment of said Obligations and all interest accruing thereon in accordance with the terms and provisions of this Mortgage and all of the documents evidencing the Obligations described in Exhibit B (collectively the "Loan Documents"), including any and all extensions, modifications and renewals of the Obligations and the performance of the covenants and agreements herein contained and contained in the Loan Documents, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, Mortgagor does by these presents reaffirm the obligations of the Mortgage and further agrees that the Mortgage and the obligations under the Mortgage shall also secure all of the Obligations described in Exhibit B, and that a default of any of the Obligations described in Exhibit B shall be a default of the Mortgage Note and the Mortgage. The Mortgagee hereby reaffirms the contents of the Mortgage.

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IN WITNESS WHEREOF, Mortgagors have executed this First Amendment to Mortgage as of the day and year first above written this 29th day of JUNE, 1998.

John F. Dobrez
John F. Dobrez

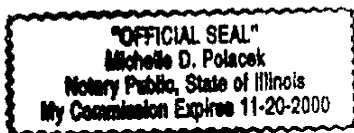
Joan C. Dobrez
Joan C. Dobrez

STATE OF ILLINOIS)
COUNTY OF ~~COOK~~ WILL) SS.

I, Michelle D. Polacek a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT John F. Dobrez, and Joan C. Dobrez, 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 they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of June, 1998.

(NOTARY SEAL)



Michelle D. Polacek
Notary Public
My Commission Expires: 11-20-2000

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EXHIBIT A

Legal Description of Real Estate Commonly Known As 2948 SUNSET AVENUE,
FLOSSMOOR, ILLINOIS 60422:

PARCEL 1:

LOT 17 IN BLOCK 2 IN HEATHER HILL RESUBDIVISION,
BEING RAYMOND L. LUTGERT'S SUBDIVISION OF THAT
PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP
35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
JANUARY 8, 1963 AS DOCUMENT 18,691,973, IN COOK
COUNTY, ILLINOIS.

PIN NO.: 31-12-116-017

The Mortgage was recorded in the office of Recorder of Deeds for Cook County on
November 2, 1996, as Document No. 92650271.

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EXHIBIT B

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DOBER CHEMICAL CORP.

Comment:

Dober Chemical Corp. ("Dober") entered into an Amended and Restated Loan and Security Agreement ("Agreement") with LaSalle Bank NI (the "Bank"), dated November 27, 1996, which provided for an additional Credit Facility of \$8,424,450.00 for Dober and for the continuation of Credit Facilities for Dober and for related entities and individuals having a financial and personal interest in Dober. The Agreement was amended by a First Amendment, dated June 13, 1997, and a Second Amendment, dated June 13, 1997, making the total Credit Facility approved by the Bank \$11,991,729.00.

The Credit Facility provided for the Cross Guaranty of all of the debt outstanding and to be made by the Bank to Dober and to the related entities and individuals and for a Blanket Lien and Security Interest in all Collateral given to the Bank to secure the payment of any obligations of Dober or the related entities and individuals to the Bank; further, the Credit Facility provided that a default in the Credit Facility given by the Bank to Dober or a default in any obligation of Dober or the related entities and individuals shall be treated as a default under all Credit Facilities.

The attached Exhibit B-1 to this Exhibit B sets forth all the Credit Facilities existing on the 21st day of October, 1997, and the outstanding indebtedness. It also sets forth the Borrower and the Collateral given to the Bank by the Borrower.

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EXHIBIT B-1

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<u>Original Debt</u>	<u>Debt Balance</u>	<u>Borrower</u>	<u>Maturity Date</u>
\$7,500,000.00	\$6,097,859.21	Dober	Line of Credit maturing 6/1/98
\$1,000,000.00	\$ 885,522.53	Dober	Term Equipment Loan maturing 12/01/97
\$1,500,000.00	\$ 851,631.74	Dober	Term Loan maturing 11/27/98
\$ 600,000.00	\$ 362,500.00	Dober	Term Loan maturing 4/1/00
\$ 45,000.00	\$ 23,869.18	Dober	Term Equipment Loan maturing 5/1/99
\$ 25,077.00	\$ 20,720.58	Dober	Auto Loan maturing 4/1/00
\$ 282,000.00	\$ 157,588.20	Dober	Term Equipment Loan maturing 6/1/99
\$ 500,000.00	\$ 399,806.88	Dober	Term Loan maturing 12/1/00
\$ 24,283.00	\$ 14,833.00	Dober	Auto Loan maturing 5/12/98
\$ 862,479.00	\$ 834,366.21	American National Bank of Chicago, as Trustee U/T/A dated 9/1/82, and known as Trust No. 55881 B/I Midlothian Property LLC	Mortgage Loan on Midlothian, IL. Property maturing 5/1/98
\$ 263,750.00	\$ 256,250.00	LaSalle National Bank NA as Successor Trustee to LaSalle National Bank, as Successor Trustee to Central National Bank in Chicago, as Trustee U/T/A dated 5/1/79, and known as Trust No. 10-024558-08 B/I John F. Dobrez	Mortgage Loan on Glenwood, IL. Property maturing 12/1/99

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<u>Original Debt</u>	<u>Debt Balance</u>	<u>Borrower</u>	<u>Maturity Date</u>
\$ 360,000.00	\$ 212,400.00	John & Joan Dobrez	Home Equity Line on Cassopolis, MI. Property, Mortgage Loan maturing 12/05/03
\$ 242,000.00	\$ 240,126.00	John & Joan Dobrez	Home Equity Line on Flossmoor, IL. Property, Mortgage Loan maturing 10/05/03
\$ 345,600.00	\$ 344,527.00	John & Joan Dobrez	Home Equity Line on Ft. Myers, FL. Property, Mortgage Loan maturing 12/05/03

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