

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Carole K. Towne, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603

SECOND AMENDMENT TO MORTGAGE
(Chicago, Illinois)

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THIS SECOND AMENDMENT TO MORTGAGE ("Amendment") is dated as of August 5, 1998 and is by and among AUTOMATIC SPRING COILING CO., an Illinois corporation ("Mortgagor"), and HELLER FINANCIAL, INC. ("Heller"), as agent (Heller in its capacity as agent being hereinafter referred to as "Agent").

RECITALS

A. Heller, as Agent and as a lender, certain other lenders, Mortgagor, Matthew Warren, Inc. and CSC Business Acquisition, Inc. are parties to a certain Credit Agreement dated as of February 28, 1997, pursuant to which such lenders agreed to make loans and other financial accommodations to Mortgagor, said Matthew Warren, Inc. and said CSC Business Acquisition, Inc. in the aggregate maximum principal amount of \$47,000,000. Said loans and other financial accommodations are secured by, among other things, a certain Real Property Mortgage dated as of February 28, 1997 and recorded with the Cook County Recorder of Deeds on March 5, 1997 as Document No. 97-151980 (the "Mortgage"). A legal description of the real estate encumbered by the Mortgage is attached hereto as Exhibit A.

B. Said Credit Agreement was amended by a certain Amended and Restated Credit Agreement dated as of May 29, 1998 (the "Amended Credit Agreement") by and among Heller, as Agent and as a lender, such other lenders as were then a party to the Amended Credit Agreement, Mortgagor, said Matthew Warren, Inc. and said CSC Business Acquisition, Inc. (now known as Century Spring Corp.) and Peck Spring Corporation (Mortgagor, said Matthew Warren, Inc., said Century Spring Corp. and said Peck Spring Corporation being hereinafter collectively referred to as "Borrower Group"), pursuant to which the loans to Borrower Group are being increased to an aggregate maximum principal amount of \$49,500,000.

C. The Amended Credit Agreement is now being amended by a certain Second Amended and Restated Credit Agreement of even date herewith (the "Second Amended Credit Agreement") by and among Heller, as Agent and as a lender, such

7657113 (William Nat'l Adv)

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additional financial institutions which are or may from time to time become parties thereto as lenders, Matthew Warren, Inc., Mortgagor, said Century Spring Corp., said Peck Spring Corporation, ASM Acquisition Corporation and such other companies as may from time to time become parties thereto (said Matthew Warren, Inc., Mortgagor, said Century Spring Corp., said Peck Spring Corporation, said ASM Acquisition Corporation and such other companies being hereinafter collectively referred to as the "**New Borrower Group**"), pursuant to which the amount of the loans are being increased to an aggregate principal amount of \$80,000,000 (the "**Second Amended Loans**"), consisting of (i) revolving loans in the maximum principal amount of \$15,000,000, which revolving loans are evidenced by various notes in the aggregate principal amount of \$15,000,000 (said notes, together with all amendments, supplements, modifications and full or partial replacements thereof, being hereinafter referred to as the "**Second Amended Revolving Notes**") with a maturity date of May 31, 2004, (ii) a term loan "A" in the original principal amount of \$21,000,000, which term loan is evidenced by various notes in the aggregate principal amount of \$21,000,000 (said notes, together with all amendments, supplements, modifications and full or partial replacements thereof, being hereinafter referred to as the "**Second Amended Term Notes A**") with a maturity date of May 31, 2004, (iii) a term loan "B" in the original principal amount of \$34,000,000, which term loan is evidenced by various notes in the aggregate principal amount of \$34,000,000 (said notes, together with all amendments, supplements, modifications and full or partial replacements thereof, being hereinafter referred to as the "**Second Amended Term Notes B**") with a maturity date of May 31, 2005, and (iv) a term loan "C" in the original principal amount of \$10,000,000, which term loan is evidenced by various notes in the aggregate principal amount of \$10,000,000 (said notes, together with all amendments, supplements, modifications and full or partial replacements thereof, being hereinafter referred to as the "**Term Notes C**") with a maturity date of May 31, 2006.

D. The parties hereto now wish to amend the Mortgage to secure the Second Amended Loans.

AGREEMENTS

1. That certain First Amendment to Mortgage (Chicago, Illinois) dated as of May 29, 1998, recorded June 11, 1998 as Document No. 98492516 in the Office of the Recorder of Cook County, Illinois, is hereby superseded of no further force and effect.
2. The Mortgage is hereby amended to secure the Second Amended Loans.
3. All references in the Mortgage to the "Loans" shall mean the Second Amended Loans.
4. All references in the Mortgage to the "\$47,000,000" shall be changed to "\$100,000,000."

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5. All references in the Mortgage to the "Credit Agreement" shall mean the Second Amended Credit Agreement, as hereafter amended from time to time.

6. All references in the Mortgage to "Borrowers" shall mean New Borrower Group.

7. All references in the Mortgage to the "Notes" shall mean the Second Amended Revolving Notes, Second Amended Term Notes A, Second Amended Term Notes B, and Term Notes C.

8. The following provision is hereby added to the Mortgage:

"4.12 **Assignment; Replacement of Notes.** Agent may assign its right, title and interest in this Mortgage in whole or in part to any person or entity without affecting, diminishing or abrogating Mortgagor's liability under this Mortgage or the priority of the lien of this Mortgage. Further, any one or more of the financial institutions which are or become a party to the Credit Agreement as "Lenders" (as defined therein), may from time to time be replaced and, accordingly, one or more of the Notes may from time to time be replaced, provided that the terms of the Notes following such replacement, including the principal amount evidenced thereby, shall remain the same. As the indebtedness secured by this Mortgage shall remain the same, such replacement of the Notes shall not be construed as a novation and shall not affect, diminish or abrogate Mortgagor's liability under this Mortgage or the priority of this Mortgage."

9. Schedule 1 of the Mortgage is hereby deleted and Schedule 1 attached hereto is hereby substituted in its place.

10. The Mortgage is hereby amended to conform to the terms hereof.

11. Except as amended hereby the Mortgage shall remain in full force and effect in accordance with its original terms.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

MORTGAGOR:

AUTOMATIC SPRING COILING CO.,
an Illinois corporation

By William L. Wittels
Its ASST. SECRETARY

AGENT:

HELLER FINANCIAL, INC.,
as Agent

By Janet P. Davis
Its Vice President

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ACKNOWLEDGMENT

MISSOURI)
STATE OF ILLINOIS)
ST. LOUIS) SS
COUNTY OF COOK)

I, Sally A. Sears, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT William L. Dillate, the Cost Secretary of Automatic Spring Coiling Co., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Cost Secretary 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 said uses and purposes.

GIVEN under my hand and notarial seal this 5th day of August, 1998.

" NOTARY SEAL "
Sally A. Sears, Notary Public
St. Louis City, State of Missouri
My Commission Expires 1/29/2002

Sally A. Sears
Notary Public

My Commission Expires:
1/29/2002

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ACKNOWLEDGMENT

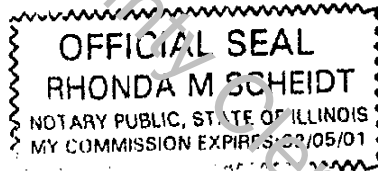
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Rhonda M. Scheidt, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Timothy P. Davitt, the V.P. of Heller Financial, Inc., 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 said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

GIVEN under my hand and notarial seal this 12th day of Aug., 1998.

Rhonda M. Scheidt
Notary Public

My Commission Expires:
2-5-2001



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EXHIBIT A

Legal Description

THE SOUTH 33 FEET OF LOT 2 (EXCEPT THE EAST 449.45 FEET THEREOF) IN PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT, BEING OWNERS DIVISION OF PART OF LOTS 1, 2, 3, 8, 9 AND 10 IN COOK'S SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4, SOUTH OF INDIAN BOUNDARY LINE OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO:

ALL OF THAT PART OF LOT 3 IN SAID PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT, AFORESAID, LYING SOUTH OF THE NORTH LINE OF THE SOUTH 33 FEET OF SAID LOT 2 IN SAID PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT, AFORESAID, EXTENDED WEST TO THE EASTERLY LINE OF THE RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY AND LYING NORTHERLY OF THE NORTHERLY LINE OF A TRACT OF LAND DESCRIBED IN PARAGRAPH 3 IN DEED DATED APRIL 24, 1929 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 10,405,656, SAID NORTHERLY LINE BEING A CURVED LINE 148.54 FEET IN LENGTH WITH A RADIUS OF 368.26 FEET DRAWN FROM A POINT IN THE EASTERLY LINE OF SAID LOT 3, 600.42 FEET MORE OR LESS SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT IN THE WESTERLY LINE OF SAID LOT WHICH IS 611.36 FEET MORE OR LESS SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT, ALSO:

THAT PART OF LOT 4 IN SAID PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT, AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 4, WHICH POINT IS 1.93 FEET WEST OF THE NORTHEAST CORNER THEREOF, SAID POINT BEING ALSO 449.45 FEET WEST OF THE NORTHEAST CORNER OF LOT 5 IN SAID PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 135.68 FEET SOUTHWESTERLY ON A CURVED LINE CONVEXED SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 368.26 FEET A DISTANCE OF 331.34 FEET, SAID LAST DESCRIBED CURVED LINE BEING THE NORTHERLY LINE AND ITS EXTENSION NORTHEASTERLY OF THE RIGHT OF WAY CONVEYED TO CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEEDS DATED APRIL 24, 1929 AND MARCH 29, 1930 AND RECORDED AS DOCUMENT NUMBERS 10,405,656 AND 10,630,417, RESPECTIVELY; THENCE CONTINUING WESTERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 705.4 FEET A DISTANCE OF 100.61 FEET (ARC); THENCE WEST ON SAID RIGHT OF WAY BEING A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 113.77 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVED LINE CONVEXED NORTHWESTERLY WITH A RADIUS OF 368.26 FEET FOR A DISTANCE OF 119.32 FEET; THENCE SOUTHWESTERLY ALONG THE RIGHT OF WAY LINE ON A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 75.35 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 4; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 414.43 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 545.67 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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Permanent Index Number:	13-03-405-006	Volume:	320
Permanent Index Number:	13-03-405-027	Volume:	320
Permanent Index Number:	13-03-405-028	Volume:	320

Property address: 4045 West Thorndale Avenue, Chicago, Illinois

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SCHEDULE 1

The Revolving Loans, Term Loan A and all other Obligations (other than the principal portion of Term Loan B or Term Loan C) shall bear interest as follows:

(a) if a Base Rate Loan, then at the sum of the Base Rate plus one and one-half of one percent (1.50%); and

(b) if a LIBOR Loan, then at the sum of the LIBOR plus two and three-fourths of one percent (2.75%);

Term Loan B shall bear interest as follows:

(a) if Base Rate Loan, then at the sum of the Base Rate plus two percent (2.0%); and

(b) if a LIBOR Loan, then at the sum of the LIBOR plus three and one-fourth of one percent (3.25%); and

Term Loan C and the Acquisition Loans shall bear interest as follows:

(a) if a Base Rate Loan, then at the sum of the Base Rate plus two and one-half of one percent (2.50%); and

(b) if a LIBOR Loan, then at the sum of the LIBOR plus three and three-fourths of one percent (3.75%).

"Base Rate" means a variable rate of interest per annum equal to the rate of interest from time to time published by the Board of Governors of the Federal Reserve System in Federal Reserve statistical release H.15 (519) entitled "Selected Interest Rates" as Bank prime loan rate. Base Rate also includes rates published in any successor publications of the Federal Reserve System reporting the Bank prime loan rate or its equivalent. The statistical release generally sets forth a Bank prime loan rate for each business day. The applicable Bank prime loan rate for any date not set forth shall be the rate set forth for the last preceding date. In the event the Board of Governors of the Federal Reserve System ceases to publish a Bank prime loan rate or equivalent, the term "Base Rate" shall mean a variable rate of interest per annum equal to the highest of the "prime rate," "reference rate," "base rate" or other similar rate as determined by Agent announced from time to time by any of Bankers Trust Company, The Chase Manhattan Bank, National Association or Citibank N.A. (with the understanding that any such rate may merely be a reference rate and may not necessarily represent the lowest or best rate actually charged to any customer by such bank).

"LIBOR" means, for each Interest Period, a rate equal to: (a) the rate of interest determined by Agent at which deposits in U.S. dollars for the relevant Interest Period are offered based on information presented on the Reuters Screen LIBO Page as of 11:00 a.m.

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(London time) on the day which is two (2) Business Days prior to the first day of such Interest Period, provided that if at least two such offered rates appear on the Reuters Screen LIBO Page in respect of such Interest Period, the arithmetic mean of all such rates will be the rate used, provided, further, that if fewer than two offered rates appear or if Reuters ceases to provide LIBOR quotations, such rate shall be the rate of interest at which deposits in U.S. dollars are offered for the relevant Interest Period by any of Bankers Trust Company, The Chase Manhattan Bank or Citibank, N.A. to prime banks in the London interbank market, divided by (b) a number equal to 1.0 minus the aggregate (but without duplication) of the rates (expressed as a decimal fraction) of reserve requirements in effect on the day which is two (2) Business Days prior to the beginning of such Interest Period (including, without limitation, basic, supplemental, marginal and emergency reserves under any regulations of the Board of Governors of the Federal Reserve System or other governmental authority having jurisdiction with respect thereto, as now and from time to time in effect) for Eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of such Board) which are required to be maintained by a member bank of the Federal Reserve System; such rate to be rounded upward to the next whole multiple of one-sixteenth of one percent (.0625%).

All other defined terms used in this Schedule 1 shall have the meanings ascribed to them in the Second Amended Credit Agreement.

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