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FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING

Dated: as of July 8, 1998

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<u>Mortgagor:</u> Ruprecht Company 659 West Randolph Chicago, Illinois 60661	<u>Mortgagee:</u> American National Bank and Trust Company of Chicago 35 North LaSalle Street Chicago, IL 60690
<u>Mortgaged Property:</u> Common Address: 370 North Carpenter, Chicago, Illinois P.I.N. No.(s): 17-08-402-004-0000 * 17-08-100-002	
<u>Prepared by:</u> Creighton R. Meland, Jr. Dickinson, Wright, Moon, Van Dusen & Freeman 225 W. Washington, Suite 400 Chicago, IL 60606	<u>When recorded, please return to:</u> Creighton R. Meland, Jr. Dickinson, Wright, Moon, Van Dusen & Freeman 225 W. Washington, Suite 400 Chicago, IL 60606

BOX 333-CTI

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FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING

This First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Filing made as of the 8th day of July, 1998, by and between American National Bank and Trust Company of Chicago, a national banking association, and Ruprecht Company, an Illinois corporation ("Mortgagor").

WITNESSETH

WHEREAS Mortgagor is indebted to Mortgagee in the original principal amount of \$1,400,000, which indebtedness is evidenced by that certain Construction and Term Loan Note dated May 23, 1997 executed by Mortgagor (as amended, extended, modified or supplemented from time to time, herein the "Original Construction Note"), which Note provides for the payment of the indebtedness described therein;

WHEREAS Mortgagor is also indebted to Mortgagee in the original principal amount of \$120,323.36, which indebtedness is evidenced by a Term Note dated November 6, 1997 (as amended, extended, modified or supplemented from time to time, herein called the "Equipment Note"), which Note provides for the payment of the indebtedness described therein;

WHEREAS the Original Construction Note was issued under and in connection with a Construction and Term Loan Agreement between Mortgagor and Mortgagee dated May 23, 1997, (as amended, extended, modified or supplemented from time to time, herein called the "Loan Agreement;")

WHEREAS the obligations of Mortgagor to Mortgagee evidenced by the Original Construction Note, the Equipment Note and certain other obligations of Mortgagor to Mortgagee, are secured by a Mortgage dated May 23, 1997, and recorded in the office of the Cook County Recorder of Deeds on May 27, 1997 as Document No. 97371943 against the real property legally described on Exhibit A hereto (as amended, extended, modified or supplemented from time to time, the "Mortgage").

WHEREAS Mortgagor has executed and delivered to Mortgagee a First Amendment to the Construction and Term Loan Agreement dated as of July 8, 1998 (the "Amendment") and a Term Note dated July 8, 1998 (as amended, extended, modified or supplemented from time to time, the "New Term Note") and various other security documents and agreements related thereto;

WHEREAS the Mortgagor and Mortgagee desire to further amend the Mortgage to among other provisions, modify the definition of the indebtedness secured by the Mortgage to include among other things, the indebtedness described in the Loan

Agreement, as amended by the Amendment and the notes issued pursuant thereto, including the Equipment Note and the New Term Note, which New Term Note shall re-evidence and replace the indebtedness evidenced by the Original Construction Note and the Mortgage shall continue to secure all other indebtedness presently secured by the Mortgage;

Now, therefore, in consideration of the premises, and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Clauses (a), (b) and (c) of the first paragraph of the Mortgage following the heading "WITNESSETH" on page 1 are amended by deleting them in their entirety and substituting the following therefor:

"(a) all indebtedness of the Mortgagor to the Mortgagee now or hereafter existing, including without limitation, the principal sum of \$120,323.36 together with interest therein, payable in accordance with the terms of a Term Note dated November 6, 1997, payable by the Mortgagor to the order of Mortgagee, the final payment of which is due on November 1, 2002, and the principal sum of \$700,000, together with interest thereon, which is payable on or before September 1, 2008, in accordance with the terms of a Term Note dated July 8, 1998, payable by Mortgagor to the order of the Mortgagee (said notes and all extensions, renewals, and modifications thereof, and all notes issued in substitution or exchange therefore, herein together called the "Note"), (b) the performance of the covenants herein contained and any monies expended by the Mortgagee in connection therewith, (c) the payment of all obligations and performance of all covenants of the Mortgagor under a certain Construction and Term Loan Agreement (as amended, extended, modified or supplemented from time to time, herein called the "Loan Agreement") or even date herewith by and between Mortgagor and Mortgagee and any other loan documents, agreements, instruments or certificates between the Mortgagor and the Mortgagee given in connection with or related to this Mortgage or the Note,"

2. Paragraph 7 of the Mortgage is amended by adding the following new paragraph (e) at the end thereof:

"The Mortgagor has received notice of and has agreed to Mortgagee's right to obtain "collateral protection insurance" as that term is defined in the Illinois Collateral Protection Act, 815 ILCS Section 180/1 et seq. (the "Act") and in the event Mortgagee obtains such collateral protection insurance it shall notify the Mortgagor thereof pursuant to notice substantially in the form of Exhibit C hereto. For purposes of compliance with the Act, the Mortgagor hereby acknowledges Mortgagee's right pursuant to this Mortgage to obtain collateral protection insurance, as defined in the Act, as follows:

"Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own."

For purposes of this paragraph, "you", "your", and terms of like import refer to Mortgagor, "we", "us" and terms of like import refer to Mortgagee and "collateral" refers to the Mortgaged Premises and any other collateral in which a security interest has been granted by the Mortgagor to Mortgagee hereunder, or in any documents executed in connection with this Mortgage.

3. A new Exhibit C is hereby added to the Mortgage in the form of Annex A hereto.
4. In all other respects, the Mortgage shall remain unmodified and in full force and effect, and all other terms, provisions and conditions of the Mortgage are hereby confirmed and ratified by the Mortgagor. From and after the date hereof, the term "Mortgage Indebtedness" or terms of like import shall include, without limitation, all obligations constituting Mortgage Indebtedness after giving effect to this Amendment.
5. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This instrument has been made and executed and delivered in the State of Illinois and shall be governed by and construed in accordance with the internal law of the State of Illinois. This Amendment may be executed and delivered in one or more counterparts, with the intention that all such counterparts, when taken together, shall constitute one and the same instrument.

Dated as of the 8th day of July, 1998.

Ruprecht Company,
an Illinois corporation

By: Carl Y Sommer
Title: Pres

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: _____
Its: _____

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Ruprecht Company,
an Illinois corporation

By: _____
Title: _____

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: Mark V. Kamb
Its: Asst VP

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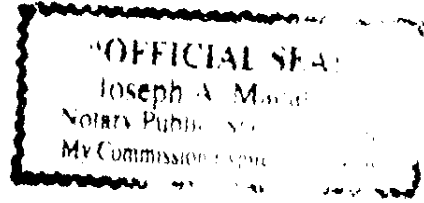
State of Illinois)
)SS
County of Cook)

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I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that before me this day personally appeared Paul G. [Signature] known to me to be the President of Ruprecht Company, and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 5th day of July, 1998.

Joseph A. [Signature]
Notary Public
My Commission Expires: _____



STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, _____, a Notary Public in and for the state and county aforesaid, do hereby certify that before me this day personally appeared _____ known to me and to be the _____ of American National Bank and Trust Company of Chicago, and acknowledged to me that he executed and delivered this Agreement as his free and voluntary act, and as the free and voluntary act of said company for the uses set forth above.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal this _____ day of _____, 1998.

Notary Public
My Commission Expires: _____

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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 before me this day personally appeared _____ known to me to be the _____ of Ruprecht Company, and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notary Seal this ___ day of _____, 1998.

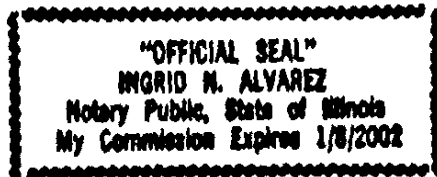
Notary Public
My Commission Expires: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, INGRID N. ALVAREZ, a Notary Public in and for the state and county aforesaid, do hereby certify that before me this day personally appeared MARTIN V. KARICK known to me and to be the ASST. V.P. of American National Bank and Trust Company of Chicago, and acknowledged to me that he executed and delivered this Agreement as his free and voluntary act, and as the free and voluntary act of said company for the uses set forth above.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal this 29th day of June, 1998.

Ingrid N. Alvarez
Notary Public
My Commission Expires: 1/8/2002



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COOK COUNTY CLERK
JESSICA M. GIBSON
100 W. Washington St., 15th Floor
Chicago, IL 60601-3003

Exhibit A

Legal Description

PARCEL 1:

THAT PART OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 6 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF KINZIE STREET LYING NORTH OF AND ADJOINING THE NORTH LINE OF AFORESAID BLOCK 6 AND SOUTH OF AND ADJOINING THE "DIVISION LINE" BETWEEN THE LANDS OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND THE LANDS OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY AS ESTABLISHED BY AGREEMENT DATED FEBRUARY 11, 1913 AND RECORDED FEBRUARY 9, 1943 AS DOCUMENT 13028398 DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF AFORESAID BLOCK 6 EXTENDED NORTH TO THE AFORESAID DIVISION LINE; THENCE WEST IN AFORESAID "DIVISION LINE", A DISTANCE OF 252.08 FEET TO ITS INTERSECTION WITH THE WEST LINE OF AFORESAID BLOCK 6, BEING THE EAST LINE OF ABERDEEN STREET, EXTENDED NORTH; THENCE SOUTH IN AFORESAID DESCRIBED WEST LINE OF BLOCK 6, A DISTANCE OF 100.0 FEET TO A POINT; THENCE EAST IN A LINE, PARALLEL TO THE AFORESAID "DIVISION LINE", A DISTANCE OF 252.05 FEET TO A POINT IN THE EAST LINE OF AFORESAID BLOCK 6; THENCE NORTH ALONG THE EAST LINE OF AFORESAID BLOCK 6, AND ITS EXTENSION NORTH, BEING THE WEST LINE OF CARPENTER STREET, A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF W. KINZIE STREET LYING NORTH OF AND ADJOINING THE "DIVISION LINE" BETWEEN THE LANDS OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND THE LANDS OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY AS ESTABLISHED BY AGREEMENT DATED FEBRUARY 11, 1913 AND RECORDED FEBRUARY 9 1943 AS DOCUMENT 13028398 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF BLOCK 6 IN CARPENTER'S ADDITION TO CHICAGO EXTENDED NORTH TO THE AFORESAID DIVISION LINE; THENCE NORTH ALONG SAID EXTENDED EAST LINE TO A POINT IN THE NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 8; THENCE WEST ALONG SAID NORTH LINE TO A POINT IN THE WEST LINE OF AFORESAID BLOCK 6 EXTENDED NORTH; THENCE SOUTH ALONG SAID EXTENDED WEST LINE TO THE POINT OF INTERSECTION OF THE AFORESAID DIVISION LINE; THENCE EAST ALONG AFORESAID DIVISION LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ILLINOIS Common Address: 370 North Carpenter, Chicago, Illinois
P.L.N. No.(s): 17-08-402-004-0000 * 17-08-500-002

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ANNEX A

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EXHIBIT C

Illinois Collateral Protection Act Notice

Your credit agreement with us requires you to maintain adequate insurance on your collateral until you pay off your loan. You have not given us proof that you have adequate insurance on your collateral. Under the terms of your credit agreement, we have purchased insurance at your expense to protect our interests in your collateral.

The insurance we purchased will pay claims made by us as the creditor. The insurance we purchased may not pay any claims made by you or against you in connection with your collateral.

You are responsible for the costs of this insurance, including interest and any other charges we may impose in connection with the purchase of this insurance. The costs of this insurance may be more than insurance you can buy on your own.

You still may obtain insurance of your own choosing on the collateral. If you provide us with proof that you have obtained adequate insurance on your collateral, we will cancel the insurance that we purchased and refund or credit any unearned premiums to you.

If, within 30 days after the date of this notice was sent to you, you provide us with proof that you had adequate insurance on your collateral as of the date we also purchased insurance and that you continue to have the insurance that you purchased yourself, we will cancel the insurance that we purchased without charging you any costs, interest or other charges in connection with the insurance that we purchased.

CHICAGO 0002 11 0021