



**Second Amendment to Mortgage**

This Second Amendment to Mortgage dated as of April 30, 1999 has been executed by PORK CHOP LIMITED PARTNERSHIP, as mortgagor ("Mortgagor"), an Illinois limited partnership with its offices at 2001 N. Cline Avenue, Griffith, Indiana 46319, in favor of The Northern Trust Company, an Illinois banking corporation ("Mortgagee"), with its main banking office at 50 South LaSalle Street, Chicago, Illinois 60675, acting as Agent for itself and the other "Lenders," as defined in that Third Amended and Restated Term Loan Agreement and Revolving Line of Credit (the "Loan Agreement"), dated as of the date hereof among Mortgagor, Bulkmatic Transport Company, an Illinois corporation, Butler & Company, Inc., an Alabama corporation, Mortgagee, and the Lenders.

WHEREAS, the Mortgagee and Mortgagor entered into that Mortgage (the "Mortgagee") dated as of September 30, 1997, recorded with the Cook County, Illinois Recorder on October 6, 1997 as Document No. 97741044, as amended by that certain First Amendment to Mortgage dated December 19, 1997 entered into by Mortgagee and Mortgagor, recorded with the Cook County, Illinois Recorder on January 5, 1998 as Document No. 98007078;

WHEREAS, the Mortgage concerns the real property located in Cook County, State of Illinois described on Exhibit A attached hereto and by this reference incorporated herein, all or part of which is commonly known as 2351 State Street, Chicago Heights, Illinois, including without limitation all improvements now and hereafter located thereon;

WHEREAS, the Mortgagee and Mortgagor concurrently herewith are entering into the Loan Agreement under which the Lenders, as defined in the Loan Agreement, have agreed to make additional loans to the Mortgagee which loans are to be secured by the Mortgage;

WHEREAS, in order to reflect the additional loans made under the Loan Agreement, it is necessary to amend the Mortgage as set forth herein.

NOW, THEREFORE, the parties agree that the Mortgage shall be amended as follows:

1. The definition of "Loan Agreement" set forth in the first paragraph of the Mortgage is hereby deleted and "Loan Agreement" is redefined to mean the Third Amended and Restated Term Loan Agreement and Revolving Line of Credit dated as of April 30, 1999 entered

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into by and among Mortgagor, Bulkmatic Transport Company, an Illinois corporation, Butler & Company, Inc., an Alabama corporation, Mortgagee, and the Lenders. All references to "Loan Agreement" in the Mortgage shall have the meaning of "Loan Agreement" as hereby redefined.

2. Section 3 of the Mortgage is hereby deleted in its entirety and the following language is substituted in its place:

"3. **LIABILITIES.** The Premises shall secure the payment and performance of all obligations and liabilities of Mortgagor to the Lenders (including obligations owed to Mortgagee as agent for the Lenders) under the Loan Documents, including the Revolving Notes, the 1999 Bulkmatic Term Notes (as defined under the Loan Agreement), and reimbursement obligations for any draw under any of the Letters of Credit issued thereunder and all amendments and restatements thereto (the Revolving Notes, the 1999 Bulkmatic Term Notes, and the Letters of Credit are sometimes collectively referred to herein as the "Notes"), and shall secure all obligations of Mortgagor to the Lenders (including obligations owed to Mortgagee as agent for the Lenders) pursuant to any existing or hereafter given guaranties by either of them to the Lenders, and shall further secure:

(a) payment of all sums advanced by Mortgagee to perform any of the terms, covenants and provisions of this Mortgage or any of the other Loan Documents, or otherwise advanced by Mortgagee pursuant to the provisions hereof or thereof to protect the property hereby mortgaged and pledged; and

(b) performance of obligations under the Loan Documents or any instrument given to evidence or further secure the payment and performance of the Liabilities; and

(c) performance of any other instrument given to evidence or further secure the payment and performance of any of the foregoing obligations.

(all of the foregoing in this Section 3 being collectively referred to as the "Liabilities").

THE TOTAL AMOUNT OF INDEBTEDNESS SECURED HEREBY SHALL NOT EXCEED \$80,000,000.00 OUTSTANDING AT ANY ONE TIME."

3. The last sentence of Section 12 of the Mortgage is hereby deleted in its entirety and the following language is substituted in its place:

"The total amount of indebtedness that is secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed the principal amount of \$80,000,000.00, plus interest thereon and any disbursements made for the payment of taxes, special assessments, or insurance on the Premises, with interest on such disbursements as otherwise provided in this Mortgage."

4. The Mortgage is in all other respects affirmed and restated.

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IN WITNESS WHEREOF Mortgagor has signed, sealed and delivered this Second Amendment to Mortgage as of the date first set forth above.

PORK CHOP LIMITED PARTNERSHIP,  
an Illinois limited partnership

By: BULKMATIC TRANSPORT COMPANY ITS  
general partner

By: \_\_\_\_\_

Name: A.Y. Bingham Jr.

Title: President

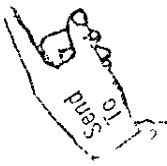
Address for Notices:

2001 N. Cline Avenue  
Griffith, Indiana 46319  
Attention: A.Y. Bingham

This document prepared by:  
William J. Barrett  
GARDNER, CARTON & DOUGLAS  
Suite 3400-Quaker Tower  
321 North Clark Street  
Chicago, Illinois 60610-4795

Mail to:

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STATE OF ILLINOIS        )  
                                      ) SS.  
COUNTY OF COOK        )

I, Kathleen A. Prince, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that A.Y. Bingham Jr. President\* of Pork Chop Limited Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her own free and voluntary act and, as the free and voluntary act of such partnership, for the uses and purposes therein set forth. of Bulkmatic Transport Company, General Partner

GIVEN under my hand and Notarial Seal this 30th day of April, 1999.

Kathleen A. Prince  
Notary Public

My Commission Expires:



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

ALL OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

LESS AND EXCEPT THEREFROM:

- (I) THE WEST 50 FEET OF SAID NORTHWEST 1/4;
- (II) THE SOUTH 867.66 FEET OF SAID NORTHWEST 1/4;
- (III) THE FOLLOWING TRACT AND ANY PORTION OF SAID NORTHWEST 1/4 LYING NORTH OF THE FOLLOWING TRACT:

A STRIP OF LAND 200 FEET IN WIDTH LYING IMMEDIATELY SOUTH OF AND ADJOINING THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD COMPANY AS NOW LOCATED AND EXTENDING IN AN EASTERLY AND WESTERLY DIRECTION ACROSS THE WEST 1/2 OF SECTION 27, ALL BEING IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- (IV) THE FOLLOWING TRACT:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 27, WHICH POINT IS 867.66 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE NORTH, ALONG THE EAST LINE, TO A LINE 200 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE WESTWARD, ALONG SAID LINE, FOR A DISTANCE OF 653.14 FEET; THENCE SOUTHEASTWARDLY, ALONG A STRAIGHT LINE, TO A POINT 753.14 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY AND 100 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 27; THENCE SOUTH, ALONG A LINE 100 FEET WEST OF AND PARALLEL WITH THE EAST LINE, TO A POINT WHICH IS 867.66 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 27; THENCE EAST TO A POINT OF BEGINNING, ALL BEING IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## PARCEL 2:

A STRIP OF LAND 200 FEET IN WIDTH LYING IMMEDIATELY SOUTH OF AND ADJOINING THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD COMPANY AS NOW LOCATED AND EXTENDING IN AN EASTERLY AND WESTERLY DIRECTION ACROSS THE WEST 1/2 OF SECTION 27 (EXCEPT THE WEST 50 FEET THEREOF) ALL BEING IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 27, WHICH POINT IS 867.66 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE NORTH, ALONG SAID EAST LINE, TO A LINE 200 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE WESTWARD, ALONG SAID LINE, FOR A DISTANCE OF 653.14 FEET; THENCE SOUTHEASTWARDLY, ALONG A STRAIGHT LINE, TO A POINT 753.14 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY AND 100 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 27; THENCE SOUTH, ALONG A LINE 100 FEET WEST OF AND PARALLEL WITH THE EAST LINE, TO A POINT WHICH IS 867.66 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 27; THENCE EAST TO THE POINT OF BEGINNING, ALL BEING IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCLUDING FROM PARCELS 1, 2 AND 3 ABOVE ALL COAL, OIL, GAS, MINERALS AND MINERAL RIGHTS RESERVED TO GRANTORS IN THE DEEDS RECORDED SEPTEMBER 8, 1992 AS DOCUMENT NUMBERS 92664057 AND 92664058.

ADDRESS: 2351 State Street, Chicago Heights, Illinois

PIN: 32-27-100-004 and 32-27-100-005

CH01/11006936.1  
04/28/99

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