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Cook County Recorder 29.00



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This instrument prepared by and
after recording return to:

Amy C. Delsack, Esq.
Cravath, Swaine & Moore
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019

7795335-D2-TMS (ALL)

AMENDMENT OF MORTGAGE, ASSIGNMENT OF
LEASES AND RENTS, SECURITY AGREEMENT AND
FINANCING STATEMENT dated as of August 16, 1999 (this
"Amendment of Mortgage"), by SYNCHRO-START
PRODUCTS, INC., a Delaware corporation, having an office at
6250 W. Howard Street, Niles, IL 60714 (the "Mortgagor"), to
THE CHASE MANHATTAN BANK, a New York banking
corporation, having an office at 270 Park Avenue, New York, New
York 10017, as Administrative Agent for the benefit of the
Secured Parties (the "Mortgagee") (all such terms as defined in the
Mortgage (as hereinafter defined)).

WITNESSETH:

A. Mortgagor has previously executed and delivered to Mortgagee, that
certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing
Statement dated as of June 30, 1999 and recorded in Cook County, Illinois on July 6,
1999 as Document #99644344 (the "Mortgage").

B. The Mortgage encumbers certain land located in Cook County,
Illinois, which is specifically described in Exhibit A hereto.

BOX 333-CTI

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C. Mortgagor has agreed to amend the Mortgage to correct an error therein by executing this Amendment of Mortgage.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor does hereby covenant and agree as follows:

1. Paragraph B of the recitals of the Mortgage is hereby deleted and the following language is substituted in lieu thereof:

B. The obligations of the Lenders to make Loans to the Borrowers, and the Issuing Bank to issue Letters of Credit for the account of the Borrowers, pursuant to and upon the terms and subject to the conditions specified in, the Credit Agreement are conditioned upon, among other things, the execution and delivery by the Mortgagor of this Mortgage in the form hereof to secure (a) the due and punctual payment by each Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made to such Borrower, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by such Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of such Borrower or the Mortgagor to the Secured Parties under the Credit Agreement, this Mortgage and the other Loan Documents to which the Borrower or the Mortgagor is or is to be a party, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of each Borrower or the Mortgagor under or pursuant to the Credit Agreement, this Mortgage and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each other Loan Party under or pursuant to the other Loan Documents and (d) the due and punctual payment and performance of all obligations of each Borrower, the Mortgagor and any Loan Party under each Hedging Agreement entered into with any counterparty that was a Lender (or an Affiliate of a Lender) at the time such Hedging Agreement was entered into (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "Obligations").

2. Except as modified or amended by this Amendment of Mortgage, the Mortgage shall remain in full force and effect and unmodified or amended.

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IN WITNESS WHEREOF, this Amendment of Mortgage has been duly executed by Mortgagor, as of the date first written above.

MORTGAGOR:

SYNCHRO-START PRODUCTS, INC.,

by:



Name: RCG G GAMWOTT
Title: CHAIRMAN & CEO

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Niles, IL

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EXHIBIT A

THAT PART OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 40 FEET OF SAID SOUTH WEST 1/4 WHICH IS 361.00 FEET WEST (MEASURED ALONG SAID NORTH LINE) FROM THE EAST LINE OF SAID SOUTH WEST 1/4 AND RUNNING THENCE WEST ALONG SAID NORTH LINE OF SOUTH 40 FEET A DISTANCE OF 294.81 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST 20 ACRES OF SAID SOUTH WEST 1/4; THENCE NORTH ALONG SAID EAST LINE OF WEST 20 ACRES A DISTANCE OF 707.18 FEET THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4 OF THE NORTH WEST 1/4 DISTANCE OF 293.39 FEET TO ITS INTERSECTION WITH A LINE 361.00 FEET (MEASURED ALONG SAID PARALLEL LINE) WEST FROM AND PARALLEL WITH SAID EAST LINE OF SOUTH WEST 1/4 AND THENCE SOUTH ALONG THE LAST ABOVE-MENTIONED PARALLEL LINE A DISTANCE OF 707.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P. I. N. # 10-29-102-008-0000

Office of Cook County Clerk's Office