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MORTGAGE MODIFICATION AGREEMENT

This instrument ("Modification Agreement") is made as of the 27th day of April, 1987 by and between SARGENT-WELCH SCIENTIFIC COMPANY ("Mortgagor") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Lender"), and pertains to the real estate described in Exhibit A attached to and made a part of this Modification Agreement.

Recitals

A. Lender made a Loan pursuant to the terms of a certain Demand Loan Agreement with ARTRA Acq. Inc., dated as of November 19, 1986 ("Demand Loan Agreement"), which Loan was evidenced by a certain Demand Note ("Demand Note") therein described payable to the order of Lender in a principal amount not to exceed an aggregate of \$80,000,000.00, and was secured in part by lien of a certain Mortgage, Security Agreement, Assignment of Leases and Rents and Financing Statement dated as of November 19, 1986 ("Original Mortgage"), which Original Mortgage was recorded as document number 87032232 in the Office of the Recorder of Deeds of Cook County, Illinois, and registered as document number 3642686 in the Office of the Registrar of Titles of Cook County, Illinois, and included within the Premises subject to its lien the real estate described in Exhibit A to this Modification Agreement. Initially capitalized terms which are used but not separately defined in this Modification Agreement, and which are defined in the Original Mortgage, shall have the meanings ascribed to them in the Original Mortgage.

B. Mortgagor and Lender now have amended and restructured the terms of the Loan in accordance with the terms of a certain Term Loan Agreement providing for an indebtedness in the principal sum of \$30,750,000.00, together with a certain Line of Credit Agreement providing for an indebtedness not to exceed \$20,000,000.00 (collectively, the "Amended Loan Agreements"), each bearing even date with this Modification Agreement. The indebtedness under the Term Loan Agreement is evidenced by a Term Note in the principal amount of its indebtedness and the indebtedness under the Line of Credit Agreement is evidenced by a Line of Credit note in the principal amount of its indebtedness. The Term Note and the Line of Credit Note collectively are referred to as the "Amended Notes", with payment schedules and interest rates as therein respectively provided.

C. The Amended Loan Agreements are amendments to and are in substitution for the Demand Loan Agreement described in the Original Mortgage, and the Amended Notes are amendments to and are in substitution for the Demand Note described in the Original Mortgage.

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D. The parties now desire to amend the Original Mortgage by this Modification Agreement and intend that, as amended, it will continue to secure the indebtedness initially evidenced by the Demand Note and hereafter to be evidenced by the Amended Notes.

Amendments, Covenants and Warranties

Now therefore, in order to secure the payment of all sums due under the Amended Notes, including without limitation all sums advanced under the Demand Note, as well as sums subsequently advanced under the Amended Notes and under any and all amendments or supplements thereto and substitutions therefor, and in consideration of the performance of all of the covenants and provisions of the Original Mortgage, as amended by this Modification Agreement (as amended, the "Mortgage"), and in consideration of the Recitals above stated, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Mortgagor represents and warrants that each of the above Recitals is true and correct and that all of the representations and warranties contained in the Demand Note, the Demand Loan Agreement, and the Original Mortgage, are true and complete as of the date of this Modification Agreement, except with reference to circumstances modified in the manner expressly described in this Modification Agreement.

2. The continuing indebtedness under the Demand Loan Agreement and the Demand Note, as amended and substituted for under the provisions of the Amended Loan Agreements and the Amended Notes, together with any and all amendments or supplements thereto, and any and all instruments or supplements thereto, and any and all instruments which may be taken in whole or partial renewal, substitution, extension, replacement, or restatement thereof, or which may evidence any of the indebtedness secured there, shall be and remain subject to the continuing security interests represented by the Original Mortgage as amended and supplemented by this Modification Agreement.

3. Recital 1.01 on page 1 of the Original Mortgage is hereby amended in its entirety to read as follows:

"1.01 Amended Loan Agreements. A certain Demand Loan Agreement (the "Demand Loan Agreement") has been entered into between the Lender (as lender) and ARTRA Acq., Inc., an Illinois corporation, and Sargent-Welch Scientific Company, an Illinois corporation, as the survivor by merger to ARTRA Acq., Inc. (as borrower, in such respective capacities). In

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the event the above defined Mortgagor should be a wholly owned subsidiary of Sargent-Welch Scientific Company, the term "Mortgagor" herein shall include, jointly and severally both Sargent-Welch Scientific Company and such wholly owned subsidiary. The Demand Loan Agreement provided for a loan (the "Loan") in a principal sum not to exceed in the aggregate EIGHTY MILLION AND NO/100THS DOLLARS (\$80,000,000.00) (which sum herein is called the "Original Loan Amount") to be made subject to the conditions, and in the manner therein described, and upon the security, among other matters, of the lien of this Mortgage upon the Premises. The Loan structure under the Demand Loan Agreement has been amended pursuant to the terms of a Term Loan Agreement between Lender and Mortgagor providing for an indebtedness in the principal sum of THIRTY MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$30,750,000.00) and pursuant to the terms of a Line of Credit Agreement between Lender and Mortgagor providing for an indebtedness not to exceed TWENTY MILLION AND NO/100THS DOLLARS (\$20,000,000.00) (which Term Loan Agreement and Line of Credit Agreement collectively are herein called the "Amended Loan Agreements"). That part of the Loan indebtedness attributable to the Term Loan Agreement is evidenced by a Term Note from Mortgagor to Lender in its principal sum, and that part of the Loan indebtedness attributable to the Line of Credit Agreement is evidenced by a Line of Credit Note from Mortgagor to Lender in its principal sum (which Term Note and Line of Credit Note collectively are herein called the "Amended Notes"). The combined principal indebtedness, and restructured amount of the Loan under the Amended Loan Agreements and under the Amended Notes, is FIFTY MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,750,000.00), which sum is herein referred to as the "Loan Amount";"

4. Recital 1.02 on page 1 of the Original Mortgage is hereby amended in its entirety to read as follows:

"1.02. Mortgage. Pursuant to the Demand Loan Agreement, Mortgagor has executed and delivered the Original Mortgage to Lender, and pursuant to the Amended Loan Agreements, Mortgagor and Lender have amended the Original Mortgage pursuant to the terms of a certain Mortgage Modification Agreement ("Modification Agreement") of even date with such Amended Loan Agreements (which Original Mortgage, as amended by the Modification Agreement, is herein called the "Mortgage");"

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5. The first sentence of Recital 1.03 on pages 1 and 2 of the Original Mortgage is hereby amended in its entirety to read as follows:

"1.03 Note. Pursuant to the Demand Loan Agreement, a certain Demand Note ("Demand Note") for the Original Loan Amount was executed and delivered to Lender and, thereafter, pursuant to the terms of the Amended Loan Agreements the Amended Notes were executed and delivered to Lender as amendments to and in substitution for the Demand Note (which Amended Notes, and all amendments or supplements thereto, and any and all instruments which may be taken in whole or partial renewal, substitution, extension, replacement, or restatement thereof, are herein called the "Note")."

6. Recital 1.04 on page 2 of the Original Mortgage is hereby amended in its entirety to read as follows:

"1.04 Other Documents. Pursuant to the Demand Loan Agreement and the Amended Loan Agreements there have been executed and delivered to Lender certain other documents and instruments of indebtedness or security, in addition to the Note and the Mortgage, which are included within the definition of "Other Documents" under the Amended Loan Agreements (herein, as they may be from time to time amended or supplemented, collectively referred to as the "Other Documents");"

7. Recital 1.05 on page 2 of the Original Mortgage is hereby amended in its entirety to read as follows:

"1.05 Loan Documents. The Amended Loan Agreements, the Note, the Mortgage, and the Other Documents, evidence and/or secure the repayment of the Indebtedness hereinafter defined and are sometimes collectively herein called the "Loan Documents"; and

8. The following references in the Mortgage which appear subsequent to the above amendments are hereby amended and modified as follows:

8.1 References to "Note" shall refer to the "Note" as defined in paragraph 5 of this Modification Agreement.

8.2 References to "Mortgage" shall refer to the "Mortgage" as defined in paragraph 4 of this Modification Agreement.

8.3 References to "Loan Agreement" shall refer to the Demand Loan Agreement, as amended by the Amended Loan Agreements.

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9. As further inducements to Lender to restructure the Loan, Mortgagor further represents, warrants and covenants as follows:

9.1 The Note, Mortgage and Amended Loan Agreements, as defined under this Modification Agreement, are valid and enforceable and in full force and effect and, as of this date, Mortgagor has no offsets or defenses to any amounts due under any of the same.

9.2 The Mortgage is a valid first priority lien on the Premises which it encumbers.

9.3 Mortgagor has made no conveyance or encumbrance of the Premises or of any interest therein, or agreement to do any of the same, and has maintained title to the Premises subject only to exceptions contained in the loan title insurance policy covering the Mortgage previously furnished to Lender.

9.4 All proceeds advanced and to be advanced under the Note will be used only for business purposes, and the principal obligation secured by the Mortgage constitutes a business loan.

9.5 There has been no damage to or destruction of any part of the Premises except that which has been fully repaired. No part of the Premises has been taken by the exercise of the power of eminent domain or condemnation nor is any proceeding for such a taking pending or, to the knowledge of the undersigned, threatened. All licenses and permits required to operate the Premises have been issued and are in full force and effect.

9.6 Mortgagor is not insolvent or bankrupt, nor has there been an assignment made for the benefit of the creditors of Mortgagor, nor has there been a trustee or receiver appointed for Mortgagor or for any of the properties of Mortgagor, nor have any bankruptcy, reorganization or liquidation proceedings been instituted by or (to the knowledge of Mortgagor) threatened against Mortgagor. Mortgagor is not in default on any indebtedness owing to the Lender.

9.7 The Premises and all buildings and improvements located thereupon have been and will be operated in compliance with all applicable zoning laws and regulations.

9.8 Mortgagor hereby represents, warrants and covenants to Lender that:

(a) Premises, and the use of operation thereof, are currently in compliance and will remain in compliance with all applicable laws and regulations (including but not

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limited to all environmental, and safety laws and regulations);

(b) All required governmental permits are in effect and will remain in effect. The Premises and the use and operation thereof, comply and will continue to comply with such permits;

(c) There are and will be no environmental, health or safety hazards that pertain to any of the Premises or the business or operations conducted thereon. No storage, treatment or disposal of hazardous waste material has or will occur on or in the Premises;

(d) There are no pending or threatened actions or proceedings (or notices of potential actions or proceedings) from any governmental agency or any other entity regarding the condition or use of the Premises, or regarding any environmental, health or safety law. Mortgagor will promptly notify Lender of any such notices and any pending or threatened action or proceeding in the future, and Mortgagor will promptly cure and have dismissed with prejudice any such actions and proceedings to the satisfaction of Lender;

(e) The business and all operations conducted on the Premises have and will lawfully dispose of their wastes. There are no pending or threatened actions or proceedings concerning waste disposal that pertain to any of the Premises or the business or operations conducted thereon. Mortgagor will promptly notify Lender of any such proceedings in the future, and Mortgagor will promptly cure and have dismissed with prejudice any such actions or proceedings to the satisfaction of Lender;

(f) There are no storage tanks, PCB's, asbestos or other hazardous waste substances present on the Premises and none will be on the Premises in the future;

(g) There are no pending or threatened "superliens" or similar governmental actions or proceedings that could impair the value of either of the Premises, or the priority of the lien of this Mortgage. Mortgagor will promptly notify Lender of any such future actions and proceedings, and Mortgagor will promptly cure and have dismissed with prejudice any such actions and proceedings to the satisfaction of Lender; and

(h) Mortgagor assumes all obligations of compliance with all environmental requirements imposed by federal,

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PARCEL 1:

10-28-308-024 EBO

THAT PART OF LOT 6 IN ROEHL HEIRS SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 AND THE NORTH 5 ACRES OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE PARALLEL TO AND 705.07 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 28 (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF LOT 4 IN OWNERS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 28 (EXCEPT THE SOUTH 7.50 CHAINS THEREOF), ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 217047), AND SOUTH OF A LINE PARALLEL TO AND 580.36 FEET SOUTHERLY OF THE NORTH LINE OF LOT 4 IN SAID ROEHL HEIRS' SUBDIVISION (MEASURED ALONG THE WEST LINE OF SECTION 28 AFORESAID)

PARCEL 2:

10-28-312-017 EAO

THAT PART OF LOT 4 IN OWNERS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 7.50 CHAINS THEREOF), ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. 217047, DESCRIBED AS FOLLOWS:

(I) BOUNDED ON THE SOUTH BY A LINE PARALLEL TO AND 494.26 FEET NORTHERLY OF THE SOUTH LINE OF SAID LOT 4 (MEASURED ALONG A LINE PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF THE SOUTH WEST 1/4 OF SECTION 26 AFORESAID)

(II) BOUNDED ON THE WEST BY A LINE PARALLEL TO AND 705.07 FEET EASTERLY OF THE WEST LINE OF SECTION 28 AFORESAID (MEASURED ALONG THE SOUTH LINE OF SAID LOT 4)

(III) BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOT 6 IN ROEHL HEIRS SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 AND THE NORTH 5 ACRES OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28 AFORESAID

(IV) BOUNDED ON THE EAST BY THE EAST LINE OF SAID LOT 4

PARCEL 3:

10-28-312-011 EAO

THAT PORTION OF LOT 4 OF OWNERS SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE WHICH IS PARALLEL TO AND 639.07 FEET EASTERLY OF THE WEST LINE OF THE SOUTH WEST 1/4 OF SECTION 28 AFORESAID (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 4) ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 217047, ALL IN COOK COUNTY, ILLINOIS

EXHIBIT A

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PARCEL 4:

10-28-308-097 EAD

THAT PART OF LOT 4, LYING SOUTH OF A LINE PARALLEL TO AND 280.36 FEET SOUTHERLY OF THE NORTH LINE OF SAID LOT 4, MEASURED ALONG THE WEST LINE OF SECTION 28

THAT PART OF LOT 5, LYING SOUTH OF A LINE PARALLEL THE AND 280.36 FEET SOUTHERLY OF THE NORTH LINE OF LOT 4 IN ROEHL HEIRS SUBDIVISION (MEASURED ALONG THE WEST LINE OF SECTION 28) AND LYING WEST OF A LINE PARALLEL TO AND 639.07 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 28 (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF LOT 4, IN OWNERS SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 28 (EXCEPT THE SOUTH 7.50 CHAINS THEREOF), ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 217047)

THAT PART OF LOT 6, LYING WEST OF A LINE PARALLEL TO AND 639.07 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 28, (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF LOT 4, IN OWNERS SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 28 (EXCEPT THE SOUTH 7.50 CHAINS THEREOF), ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 217047)

ALL IN ROEHL HEIRS SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 AND THE NORTH 5 ACRES OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that before me this date personally appeared Dieter Jannenberg, known to me to be the President of SARGENT-WELCH SCIENTIFIC COMPANY, an Illinois corporation, and acknowledged to me that in such capacity he executed and delivered the foregoing instrument as his free and voluntary act and deed and the free and voluntary act of the aforesaid corporation.

Given under my hand and notarial seal this 19th day of June, 1987.

Daniel A. Hohay
Notary Public

My commission expires: My Commission Expires March 20, 1988

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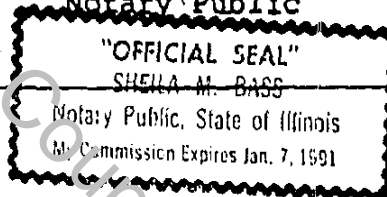
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that before me this date personally appeared John H. Beirise, known to me to be the Senior Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and acknowledged to me that in such capacity he executed and delivered the foregoing instrument as his free and voluntary act and deed and the free and voluntary act of the aforesaid association.

Given under my hand and notarial seal this 29th day of June, 1987.

Sheila M. Bass
Notary Public

My commission expires: _____



Instrument prepared by and return to:

Robert J. Garrett
Winston & Strawn
One First National Plaza
Chicago, Illinois 60603

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state and local authorities that affect the Premises or any business or other activity conducted thereon or therewith. Any fees, costs and expenses imposed upon or incurred by Lender at any time and from time to time on account of any breach of any of the covenants, representations or warranties contained in this paragraph 9 shall be immediately due and payable by Mortgagor to Lender upon demand for reimbursement for same, and shall (together with interest thereon at the Default Rate under the Note accruing from the date such fees, costs and expenses are so imposed upon or incurred by Lender) become part of the Indebtedness hereby secured. Mortgagor hereby covenants and agrees to protect, defend, indemnify, and hold Lender harmless from any and all such costs and expenses.

10. Subparagraph 3.32 on page 25 of the Original Mortgage, captioned "Absolute Right to Demand Payment," is hereby amended by deleting the same in its entirety with no substitution.

11. Except as amended by this Modification Agreement, the Original Mortgage shall be and remain unchanged and in full force and effect in accordance with its terms and is hereby ratified and confirmed.

In witness whereof this Modification Agreement has been executed as of the date first above written.

Mortgagor:

SARGENT-WELCH SCIENTIFIC COMPANY

By: 

President

Lender:

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO

By: 

JOHN H. BEIRISE President
SENIOR VICE PRESIDENT

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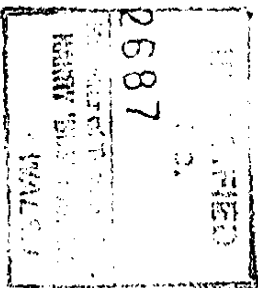
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