

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE made as of February 25, 1988 by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under Trust Agreement dated January 4, 1977 and known as Trust Number 39522 (herein called the "Mortgagor") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (herein, together with its successors and assigns, called the "Mortgagee").

W I T N E S S E T H :

WHEREAS, A. J. GERRARD & COMPANY, an Illinois corporation (herein called the "Borrower") has entered into a certain Term Loan Agreement, dated as of October 23, 1987 (the "Term Loan Agreement"), with the Mortgagee pursuant to which the Mortgagee has made a term loan to the Borrower in the amount of \$3,000,000.00 (the "Term Loan") which Term Loan is evidenced by the Borrower's promissory note, dated October 23, 1987 (the "Term Note") in the principal amount of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) and, unless sooner paid, maturing on September 30, 1992; and

WHEREAS, the Borrower and the Mortgagee concurrently entered into a certain Line of Credit Agreement, dated of even date with the Term Loan Agreement (the "Line of Credit Agreement") providing for loans which may be made by Mortgagee to Borrower from time to time and for the issuance of commercial and standby letters of credit by Mortgagee for the account of the Borrower from time to time, all in a maximum principal amount not to exceed \$10,000,000.00 in the aggregate at any one time outstanding (the "Line of Credit Loans"), which Line of Credit Loans are evidenced by the Borrower's promissory note, dated of even date with the Term Note (the "Line of Credit Note") in the maximum principal amount of TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00) and payable on demand and by the Mortgagee's standard letter of credit application forms and related documents (the "Applications") which the Borrower shall execute from time to time in connection with the issuance of said letters of credit; and

WHEREAS, the Term Loan Agreement and Line of Credit Agreement are hereinafter collectively called the "Credit Agreements"; the Term Note, the Line of Credit Note and the Applications are hereinafter collectively called the "Notes"; and

WHEREAS, pursuant to the Term Loan Agreement, concurrently with the execution and delivery of the Credit Agreements, the Mortgagor executed and delivered to the Mortgagee that certain Junior Mortgage, Security Agreement and Assignment of Rents, dated of even date with the Credit Agreements (the "Junior Mortgage"), which secures the payment of the Notes and the performance of the Credit Agreements; and

WHEREAS, the Junior Mortgage encumbers certain real estate located in Cook County, Illinois and legally described in Exhibit A (the "Premises") attached hereto and made a part hereof; and

WHEREAS, the Junior Mortgage was filed in the Office of the Registrar of Torrens Titles of Cook County, Illinois on October 23, 1987 as Document LR 3661919; and

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WHEREAS, the Mortgagor has executed and delivered to NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY, a corporation organized under the laws of the commonwealth of Massachusetts (herein called the "Senior Mortgagee") that certain Mortgage and Security Agreement, dated March 11, 1980 (the "Senior Mortgage"), which Senior Mortgage secures the payment of a certain Installment Note dated of even date therewith, in the original principal amount of NINE HUNDRED SEVENTY THREE THOUSAND SEVEN HUNDRED FIFTY THREE AND NO/100 DOLLARS (\$973,753.00), payable to the order of the Senior Mortgagee, and, unless sooner paid, maturing on June 1, 1999; and

WHEREAS, the Senior Mortgage was filed in the Office of the Registrar of Torrens Titles of Cook County, Illinois on March 11, 1980 as Document LR 3150375; and

WHEREAS, the Mortgagee, as a condition to entering into the Credit Agreements and making the loans and other financial accommodations evidenced by the Notes has requested that the Borrower and the Mortgagor obtain the written consent of the Senior Mortgagee to the granting of the Junior Mortgage pursuant to Paragraph 28 of the Senior Mortgage; and

WHEREAS, the Senior Mortgagee is willing to consent to the Junior Mortgage but only on the condition that the terms of the Junior Mortgage are modified to limit the maximum amount of the indebtedness at any one time secured by the Junior Mortgage to \$3,000,000.00, as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable considerations, receipt whereof is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Junior Mortgage is hereby amended by deleting the third grammatical paragraph, beginning at line 21, on page 2 thereof in its entirety and by substituting the following in lieu thereof:

WHEREAS, it is the intent hereof to secure payment of the Notes whether the entire amount shall have been advanced to the Borrower at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date. It is understood that at any time before the cancellation and release of this Mortgage, the Notes, the Credit Agreements and this Mortgage, including the terms of repayment thereof, may from time to time be modified or amended in writing by Mortgagor, the Borrower and Mortgagee to include any future advance or advances for any purpose made by the Mortgagee, including the issuance of letters of credit for the account of the Borrower, in accordance with the terms of the Credit Agreements, to or for the benefit of the Borrower. Mortgagor covenants and agrees that this Mortgage secures any and all such future advance or advances whether the same are of the same or a different kind or quality as the original advances, whether or not related to the original advances together with the specified interest thereon as well as the hereinbefore described principal and interest now evidenced by the Notes, provided, however, that notwithstanding anything in this Mortgage contained to the contrary the total principal secured hereby not to exceed THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) at any one time. Nothing contained in this paragraph shall be considered as limiting the interest which may be secured hereby or the amount or amounts that shall be secured herein when advanced to protect the real estate security.

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2. The Junior Mortgage is hereby amended by deleting the first grammatical paragraph, beginning at line 1, on page 3 thereof in its entirety and by substituting the following in lieu thereof:

WHEREAS, the indebtedness evidenced by the Notes, including the principal thereof and interest and premiums, if any, thereon, and all extensions, modifications, substitutions, or renewals thereof, in whole or in part, all other sums which may be at any time due or owing or required to be paid as herein or in the Credit Agreements provided and all other indebtedness of the Borrower to the Mortgagee whether now existing or hereafter arising and howsoever evidenced or created, whether direct or indirect, absolute or contingent, or due or to become due, provided that all such indebtedness is hereby expressly limited to a maximum aggregate principal amount of \$3,000,000.00 at any one time, are herein collectively called the "Indebtedness Hereby Secured".

3. The Junior Mortgage is hereby amended by inserting a comma and the words "subject to a \$3,000,000.00 limitation on the maximum aggregate principal amount of the Indebtedness Hereby Secured as hereinabove set forth," after the word "Secured" in the fourth line of the second grammatical paragraph on page 3 thereof.
4. The Junior Mortgage is hereby amended by deleting Paragraph 40, which begins on page 27 thereof, in its entirety and substituting following new Paragraph 40 in lieu thereof:

40. Future Advances. Upon request of the Borrower or Mortgagor, Mortgagee, at Mortgagee's option so long as this Mortgage secures indebtedness held by Mortgagee, may make Future Advances to the Borrower or Mortgagor. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the Indebtedness Hereby Secured, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the sum of \$3,000,000.00 in the aggregate at any one time.

Except as specifically modified hereby, the Junior Mortgage is hereby ratified and confirmed and shall remain in full force and effect.

This Amendment to Mortgage may be executed in several counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.

This instrument is executed by the Mortgagor, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the undersigned personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right of security hereunder.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, hereunder by ASH [Signature] and not personally, and the same may be enforced by and against the said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid

By: [Signature]
Its: 2nd Vice President

ATTEST:

By: [Signature]
Its: Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: [Signature]
Its: Vice President

ATTEST:

By: [Signature]
Its: RVP

This instrument was prepared by and should be returned after recording to:

Bruce Baker
Law Department (105/8)
Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK

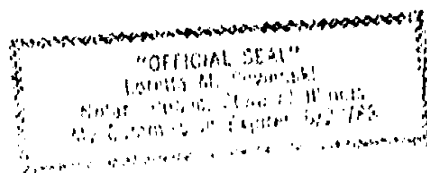
LORETTA M. SORENSON

I, _____, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT Peter H. Johnson personally known to me to be the Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated January 4, 1977 and known as Trust No. 39522 and J. F. [Signature] personally known to me to be the _____ Secretary of said Corporation, whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as Second Vice President and _____ Secretary of said Corporation, and caused the seal of said Corporation to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and _____ seal this _____ day of _____, 1988.

Loretta M. Sorenson
NOTARY PUBLIC

My Commission Expires: _____



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EXHIBIT A
LEGAL DESCRIPTION

THE WEST 489.423 FEET (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THAT PART OF THE WEST HALF OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILROAD AND LYING SOUTH OF THE SOUTHERLY LINE OF THE ILLINOIS TOLL ROAD AS DESCRIBED IN DOCUMENT 1747978 REGISTERED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID TRACT OF LAND THAT PART THEREOF LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: C9-30-400-015

COMMENCING AT A POINT ON THE EAST LINE OF SAID RIGHT OF WAY 19.636 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID EAST LINE WITH THE SOUTHERLY LINE OF THE ILLINOIS ROAD AFORESAID THENCE SOUTH EASTERLY 60.24 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH WEST OF RADIUS 301.58 FEET AND WHOSE CHORD BEARS SOUTH 35 DEGREES 31 MINUTES 08.5 SECONDS EAST; THENCE SOUTH 26 DEGREES 27 MINUTES 17 SECONDS EAST 32.83 FEET; THENCE SOUTH EASTERLY 264.276 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH WEST OF RADIUS 311.58 FEET AND WHOSE CHORD BEARS SOUTH 71 DEGREES 23 MINUTES 15 SECONDS EAST THENCE NORTH 84 DEGREES 18 MINUTES 50 SECONDS EAST 50.0 FEET ALONG A LINE TANGENT TO THE LAST DESCRIBED ARC THENCE EASTERLY 129.81 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH OF RADIUS 291.58 FEET AND TANGENT TO THE LAST DESCRIBED LINE TO A POINT ON A LINE TANGENT WITH SAID ARC AND 20.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THE ILLINOIS TOLL ROAD AFORESAID; THENCE SOUTH 70 DEGREES 10 MINUTES 41 SECONDS EAST 20.02 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE EAST LINE OF THE WEST 489.423 FEET AFOREMENTIONED, ALL IN COOK COUNTY, ILLINOIS, AND ALSO EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF THE DES PLAINES VALLEY, RAILROAD DISTANT 50.07 FEET NORTH MEASURED AT RIGHT ANGLES FROM SAID SOUTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30; THENCE EASTERLY ALONG A STRAIGHT LINE A DISTANCE 489.42 FEET TO A POINT IN THE EAST LINE OF SAID WEST 489.423 FEET DISTANT 49.94 FEET NORTH MEASURED AT RIGHT ANGLES FROM SAID SOUTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 30, IN COOK COUNTY, ILLINOIS).

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ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 03-11-00 BY 60322 UCBAW/STP

IDENTIFIED No.	REGISTER OF VOTERS' NAMES HARRY BUS YOUNELL STACK
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Continental Illinois National
Bank and Trust Company of
Chicago
221 South LaSalle Street
Chicago, IL 60647
ATTN: Lynn M. Savage
Law Dept. 108/18

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