

AMENDMENT TO
MORTGAGES, LEASEHOLD MORTGAGE AND
ASSIGNMENTS OF LEASES AND RENTS

Cook County Property Address:

Du Page County Property Address:

599 and 605 Wheeling Road
Wheeling, Cook County, Illinois
P.I.N. 03-11-300-004
03-11-300-005
03-11-300-007

302 South Stewart Avenue and
335-45 Stewart Avenue, Addison,
Du Page County, Illinois
P.I.N. 03-29-303-003
03-29-303-008

555 Exchange Court,
Wheeling, Cook County, Illinois
P.I.N. 03-11-300-006-0000
03-11-300-008-0000

THIS AMENDMENT TO MORTGAGES, LEASEHOLD MORTGAGE AND
ASSIGNMENTS OF LEASES AND RENTS (the "Amendment") is entered
into as of this 31st day of May, 1991, among BETHESDA INVESTORS
LIMITED PARTNERSHIP, an Illinois limited partnership
("Bethesda"), FLUID MANAGEMENT LIMITED PARTNERSHIP, an Illinois
limited partnership ("Fluid Management"), and THE FIRST
NATIONAL BANK OF CHICAGO, a national banking association (the
"Lender").

R E C I T A L S:

A. Bethesda and the Lender have previously entered
into a certain Credit Agreement, dated as of November 17, 1988
(the "Bethesda Credit Agreement"), which was amended by an
Amended and Restated Credit Agreement dated October 31, 1989,
(collectively, the "Bethesda Credit Agreement").

B. Fluid Management and the Lender have previously
entered into a certain Credit Agreement, dated as of
November 17, 1988 (the "Fluid Management Credit Agreement"),
which was amended by an Amended and Restated Credit Agreement
dated October 31, 1989, an Amendment dated January 11, 1990, an
Amendment No. 2 dated September 17, 1990 and an Amendment No. 3
("Amendment No. 3") dated as of the date hereof (collectively,

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING PLEASE RETURN TO:

William F. Little
Hopkins & Sutter
Three First National Plaza
Suite 3800
Chicago, Illinois 60602

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71 81793 DI

Legal follows MTgs described.

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the Fluid Management Credit Agreement and all amendments thereto, including Amendment No. 3, are hereinafter referred to as the "Amended and Restated Fluid Management Credit Agreement," and collectively with the Bethesda Credit Agreement, the "Credit Agreements").

C. The Lender has previously agreed, subject to the terms and conditions of the Bethesda Credit Agreement, to make available a certain credit facility to Bethesda in the maximum aggregate principal amount of THREE MILLION ONE HUNDRED TWELVE THOUSAND DOLLARS (\$3,112,000) (the "Existing Bethesda Loan"), which amount is evidenced by a promissory note payable to the Lender from Bethesda, dated as of October 31, 1989 (the "Bethesda Note").

D. The Lender has previously agreed, subject to the terms and conditions of the Fluid Management Credit Agreement, to make available certain credit facilities to Fluid Management in the maximum aggregate principal amount of SIXTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$16,700,000) (the "Existing Fluid Management Loan," and collectively with Existing Bethesda Loan, the "Existing Loans"), which amount is evidenced by a promissory note payable to the Lender from Fluid Management, dated as of October 31, 1989 (the "Fluid Management Note").

E. The Existing Loans are further evidenced by certain Guaranties from Bethesda and Fluid Management, each dated as of November 17, 1988, and a certain Environmental Indemnity from Fluid Management, dated as of November 17, 1988 (collectively, the "Guaranties").

F. The Existing Loans are secured by, among other things, the following documents and instruments:

(i) a certain leasehold mortgage from Fluid Management, dated November 17, 1988 and recorded with the DuPage County Recorder's Office on November 21, 1988, as document R88-133211, which was amended by a First Amendment to Mortgage, Leasehold Mortgage and Assignment of Leases and Rents, dated October 31, 1989 and recorded with the DuPage County Recorder's Office on November 3, 1989, as document R89-139310 (collectively, the "Fluid Leasehold Mortgage"), encumbering certain real property located in DuPage County, Illinois, as more specifically described on Exhibit A hereto;

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(ii) a certain mortgage from Bethesda, dated November 17, 1988 and filed with the Registrar of Titles of Cook County, Illinois ("Registrar") on November 23, 1988, as document LR3755764, which was amended by a First Amendment to Mortgage, Leasehold Mortgage and Assignment of Leases and Rents, dated October 31, 1989 and filed with the Registrar on November 3, 1989, as document LR3837972 (collectively, the "Bethesda Mortgage"), encumbering certain real property located in Cook County, Illinois as more specifically described on Exhibit B hereto;

(iii) a certain Mortgage from Bethesda dated October 31, 1989 and filed with the Registrar on November 3, 1989, as document LR3837970 (the "Exchange Court Mortgage", collectively together with the Fluid Leasehold Mortgage and the Bethesda Mortgage, the "Existing Mortgages"), encumbering certain real property located in Cook County, Illinois as more specifically described on Exhibit C hereto;

(iv) a certain Assignment of Leases and Rents from Bethesda, dated November 17, 1988, filed with the Registrar on November 23, 1988, as document LR3755765, as amended by a First Amendment to Mortgage, Leasehold Mortgage and Assignment of Leases and Rents dated October 31, 1989, filed with the Registrar on November 3, 1989, as document LR3837972 (collectively, the "Assignment of Leases"), encumbering certain real property located in Cook County, Illinois as more specifically described on Exhibit E hereto;

(v) a certain Assignment of Leases and Rents dated October 31, 1989 from Bethesda, filed with the Registrar as document LR3837971 (the "Exchange Court Assignment of Leases," collectively with the Existing Mortgages and the Assignment of Leases, the "Existing Security Documents"), encumbering certain real property located in Cook County, Illinois as more specifically described on Exhibit C hereto.

G. Fluid Management and Lender desire to restructure the Existing Fluid Management Loan so as to provide for additional loans (the "Fluid Management Additional Loans," collectively with the Existing Loans, the "Credit") in an aggregate principal amount of THREE MILLION THREE HUNDRED THOUSAND DOLLARS (\$3,300,000) for a total loan amount of TWENTY MILLION DOLLARS (\$20,000,000) and to amend various other provisions in the Fluid Management Credit Agreement as provided in Amendment No. 3.

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H. The Lender has agreed to make the Fluid Management Additional Loans to Fluid Management, subject to the terms and conditions of the Amended and Restated Fluid Management Credit Agreement, to be evidenced by a certain promissory note of even date herewith which shall replace and be combined with the Fluid Management Note (the "Fluid Management Replacement Note") in the maximum aggregate principal amount of TWENTY MILLION DOLLARS (\$20,000,000).

I. Fluid Management is the managing general partner of Bethesda, and Bethesda will benefit substantially from the granting of this Amendment.

J. As a condition to the Lender's making the Fluid Management Additional Loans available to Fluid Management, and Bethesda and Fluid Management have agreed, among other things, to modify the Existing Security Documents as provided hereinbelow.

NOW, THEREFORE, for and in consideration of the Fluid Management Additional Loans and for other good and valuable consideration, the receipt of which is hereby acknowledged, Bethesda, Fluid Management and the Lender agree as follows:

1. Obligations Secured. The amount of indebtedness and obligations secured by the Existing Security Documents is hereby increased and expanded such that each of the Existing Security Documents shall secure, in addition to the Existing Loans, (a) repayment of the Fluid Management Additional Loans and any and all interest accruing thereon and other sums relating thereto and (b) if entered into with the Lender, all sums advanced pursuant to any interest rate swap, cap, collar or similar interest hedge agreement.

2. Fluid Management Credit Agreement/Note References. Reference to the Fluid Management Credit Agreement or the Fluid Management Note in any of the Existing Loan Documents shall hereinafter mean the Amended and Restated Fluid Management Credit Agreement, as amended, and the Fluid Management Replacement Note, as amended, respectively.

3. Affirmation. Except as specifically amended hereby, all of the terms of the Existing Security Documents shall remain unchanged and in full force and effect and are hereby fully ratified and affirmed, as amended by this Amendment. Each of the Existing Security Documents is and shall continue to remain fully cross-collateralized and each shall continue to secure the entire Credit. The Credit Agreements and any other document or instrument evidencing, securing or relating to the Fluid Management Additional Loans, are and shall continue to be fully cross-defaulted with the Existing Security Documents and any other document or

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instrument evidencing, securing or relating to the Existing Loans.

4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

5. **Captions.** The captions and headings of various Sections of this Amendment are for convenience only and are not to be considered in defining or limiting in any way the scope or intent of the provisions hereof.

IN WITNESS WHEREOF, Bethesda, Fluid Management and the Lender have caused this Amendment to be duly executed as of the date first written above.

LENDER:

THE FIRST NATIONAL BANK OF CHICAGO,
a national banking association

By: Randall Taylor
Its: V.P.

BETHESDA:

BETHESDA INVESTORS LIMITED PARTNERSHIP,
an Illinois limited partnership

By: FLUID MANAGEMENT, INC.,
its managing general partner

Attest
By: Thomas E. Cane
Its: Secretary

By: Walter J. Jaubert
Vice President

FLUID MANAGEMENT:

FLUID MANAGEMENT LIMITED PARTNERSHIP,
an Illinois limited partnership

By: FLUID MANAGEMENT, INC.,
its managing general partner

Attest
By: Thomas E. Cane
Its: Secretary

By: Walter J. Jaubert
Vice President

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STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Karen L. Grudis, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Warren T. Jacobsen and Thomas E. Carney, the Vice President and Secretary, respectively, of FLUID MANAGEMENT, INC., the managing general partner of BETHESDA INVESTORS LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of such managing general partner, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said managing general partner and limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of May, 1991.

Karen L. Grudis
NOTARY PUBLIC

My Commission Expires:

October 13, 1993

" OFFICIAL SEAL "
KAREN L. GRUDIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/13/93

Clerk's Office

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STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Karen L. Grudis, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Warren T. Jacobsen and Thomas E. Carney, the Vice President and Secretary, respectively, of FLUID MANAGEMENT, INC., the managing general partner of FLUID MANAGEMENT LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of such managing general partner, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said managing general partner and limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of May, 1991.

Karen L. Grudis
NOTARY PUBLIC



My Commission Expires:

October 13, 1993

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

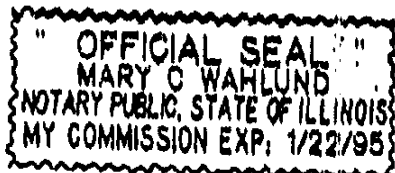
I, Mary C. Wahlund, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Randall Taylor, a vice president of THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such vice president, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of May, 1991.

Mary C. Wahlund
NOTARY PUBLIC

My Commission Expires:

January 22, 1995



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CHICAGO JUDGE

71-81-792493

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EXHIBIT A

Legal Description

LOT 54, LOT 55 AND LOT 56 EXCEPT SOUTH 20 FEET THEREOF IN ADDISON INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1969 AS DOCUMENT R69-49667, IN DU PAGE COUNTY, ILLINOIS.

Property Address: 302 South Stewart Avenue
335-45 Stewart Avenue
Addison, Du Page County, Illinois

P.I.N.: 03-29-300-003
03-29-303-008

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Property of Cook County Clerk's Office

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EXHIBIT B

Legal Description

LOT 7 (EXCEPT THE WEST 15.25 FEET THEREOF) AND ALL OF LOT 8 IN BLOCK 1 IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND APRT OF THE WEST 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER LR.1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NUMBER LR. 1713451 IN COOK COUNTY, ILLINOIS.

LOT 6 (EXCEPT THE WEST 15.25 FEET THEREOF) IN BLOCK 1 OF HERZOG'S FIRST INDUSTRIAL SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT LR1639763.

Property Addresses: 599 South Wheeling Road
Wheeling, Illinois

605 South Wheeling Road
Wheeling, Illinois

P.I.N.: 03-11-300-004-000
03-11-300-005-000
03-11-300-007-000

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EXHIBIT C

Legal Description

LOT FOUR (4) IN BLOCK ONE (1) AND LOT FIVE (5) IN BLOCK ONE (1) IN HERZOG'S FIRST INDUSTRIAL SUBDIVISION OF PART OF THE EAST HALF (1/2) OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF (1/2) OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER 1639763. IN COOK COUNTY, ILLINOIS.

Property Address: 555 Exchange Court
Cook County, Illinois

P.I.N.: 03-11-300-006
03-11-300-008

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