Book 2013 Page 1146
Document 2013 1146 Type 04 008 Pages 8
Date 4/02/2013 Time 4:01:44PM
Rec Amt $42.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Space Above for Recorder's Use Only

(3)

DOCUMENT COVER SHEET

09/2013SW

TITLE OF DOCUMENT:	AMENDMENT NO. 1 TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT
DATE OF DOCUMENT:	March 26, 2013
GRANTOR FOR INDEXES: **MAILING ADDRESS:**	Henderson Products, Inc. 8000 Maryland Avenue, Suite 1190 Clayton, Missouri 63015 Attention: Mr. Brian A. Lovett, Executive Vice President
GRANTEE FOR INDEXES: **MAILING ADDRESS:**	The PrivateBank and Trust Company 1401 Brentwood Blvd, 2nd Floor St. Louis, Missouri 63144 Attention: Edward Dehner, Managing Director
LEGAL DESCRIPTION:	Full legal description of the property is attached as Exhibit A which is incorporated herein and is a part of this Instrument Page 8
REF. BOOK AND PAGE:	This instrument modifies the Instrument recorded December 8, 2009 in Book 2009 Page 4552 (22 pages) as Document 2009 4552 in the land records of Delaware County, State of Iowa
PREPARED BY AND ~~RETURN TO~~:	Steven C. Drapekin, Esq. Lewis, Rice & Fingersh, L.C. 600 Washington Ave., Suite 2500 St. Louis, Missouri 63101 Telephone Number: 314-444-7600

(3) SW MAIL TO:
Old Republic National Title Insurance Company
20 South Clark Street
Suite 2000
Chicago, IL 60603

1893962

AMENDMENT NO. 1 TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (this "Instrument")

In consideration of their mutual agreements herein and for other sufficient consideration, the receipt of which is hereby acknowledged, Henderson Products, Inc., a Delaware corporation, as *Mortgagor*, and The PrivateBank and Trust Company, as Administrative Agent for the ratable benefit of itself and each of the other Lenders as *Mortgagee*, agree as follows:

1. Definitions. All capitalized terms used and not otherwise defined herein have the meanings defined in the MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT by and between Mortgagor and Mortgagee, dated December 3, 2009, and recorded December 8, 2009 in Book 2009 Page 4552 (22 pages) as Document 2009 4552 in the land records of Delaware County, State of Iowa (as amended from time to time, the *Mortgage*)

2. Effective Date. This Instrument is effective as of March 26, 2013

3. Amendment to Mortgage.

3.1. Future Advance Notice. The first paragraph on page 1 of the Mortgage is deleted and replaced with the following::

"NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $20,500,000. LOANS AND ADVANCES UP TO THAT AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS."

3.2. Recitals. Recital B on page 1 of the Mortgage is deleted and replaced with the following::

"B. The Lenders have agreed to make Loans to, and the Issuing Lender has agreed 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. The Credit Agreement provides that the sum of the principal amount of the Loans and the Letters of Credit from time to time outstanding and secured hereby shall not exceed $20,500,000."

3.3. Mortgagor's Address. All references in the Mortgage to the Mortgagor's address of "13515 Barrett Parkway Drive, Suite 200, Ballwin, Missouri 63021" are deleted and replaced with "8000 Maryland Avenue, Suite 1190, Clayton, MO 63105".

4. Effect of Amendment. The execution, delivery and effectiveness of this Instrument shall not operate as a waiver of any right, power or remedy of Mortgagee or any Lender under the Mortgage or any of the other Loan Documents, nor constitute a waiver of any provision of the Mortgage, any of the other Loan Documents or any existing Default or Event of Default. Each reference in the Mortgage to "the Agreement", "hereunder", "hereof", "herein", or words of like import, shall be read as referring to the Mortgage as amended by this Instrument.

5. Counterpart Execution. This Instrument may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

6. **Governing Law; No Third Party Rights.** This Instrument shall be governed by and construed in accordance with the internal law of the State of Illinois; provided, however, that the provisions of the Mortgage relating to the creation, perfection and enforcement of the lien and security interest created by the Mortgage in respect of the Mortgaged Property and the exercise of each remedy provided thereby, including the power of foreclosure or power of sale procedures set forth in the Mortgage, shall be governed by and construed in accordance with the internal law of the State of Iowa, and Mortgagor and Mortgagee agree to submit to jurisdiction and the laying of venue for any suit on the Mortgage in such state.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Instrument to be executed by appropriate duly authorized officers as of the effective date first above written.

"Mortgagor"

Henderson Products, Inc.

By:_____
Print Name: Brian A. Lovett
Title: Executive Vice President

"Mortgagee"

The PrivateBank and Trust Company,
as Administrative Agent for itself and the other Lenders

By:_____
Print Name: Edward Dehner
Title: Managing Director

IN WITNESS WHEREOF, the parties have caused this Instrument to be executed by appropriate duly authorized officers as of the effective date first above written.

"Mortgagor"

Henderson Products, Inc.

By:_____
Print Name: Brian A. Lovett
Title: Executive Vice President

"Mortgagee"

The PrivateBank and Trust Company,
as Administrative Agent for itself and the other Lenders

By:_____
Print Name: Edward Dehner
Title: Managing Director

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 26 day of March, 2013, before me personally appeared Brian A. Lovett, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Henderson Products, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, and said Brian A. Lovett acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State aforesaid, the day and year first above written.

Linda S. Gutknecht
Notary Public

My Commission expires:

LINDA S. GUTKNECHT
Notary Public-Notary Seal
State of Missouri, St Louis County
Commission # 11269073
My Commission Expires Nov 16, 2015

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this __ day of March, 2013, before me personally appeared Edward Dehner, to me personally known, who, being by me duly sworn, did say that he is a Managing Director of The PrivateBank and Trust Company, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, and said Edward Dehner acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this __ day of March, 2013, before me personally appeared Brian A. Lovett, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Henderson Products, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, and said Brian A. Lovett acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 20th day of March, 2013, before me personally appeared Edward Dehner, to me personally known, who, being by me duly sworn, did say that he is a Managing Director of The PrivateBank and Trust Company, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, and said Edward Dehner acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State aforesaid, the day and year first above written.

Denise Abbott
Notary Public

My Commission expires: 12-01-15

DENISE ABBOTT
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: 12-01-15
Commission #11362601

EXHIBIT A
TO
AMENDMENT NO. 1 TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT

Legal Description

Parcel 1:

PARCEL P IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA ACCORDING TO PLAT RECORDED IN BOOK 2004, PAGE 4504 BEING A PART OF LOTS TWELVE (12) AND THIRTEEN (13) OF THE SUBDIVISION OF THE EAST THREE-FOURTHS (E ¾) OF THE SOUTH ONE-HALF (S ½) OF SAID SECTION 32.

Parcel 2:

LOT TWO (2) OF LOT THIRTEEN (13) OF THE SUBDIVISION OF THE EAST THREE-FOURTHS (E ¾) OF THE SOUTH ONE-HALF (S ½) OF SECTION THIRTY-TWO (32), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE FIVE (5) WEST OF THE FIFTH P.M., DELAWARE COUNTY, IOWA ACCORDING TO PLAT RECORDED IN BOOK 2 PLATS, PAGE 96 ½ IN THE OFFICE OF THE RECORDER, DELAWARE COUNTY, IOWA; EXCEPT THAT PORTION DEEDED TO THE CITY OF MANCHESTER BY QUIT CLAIM DEED AS RECORDED IN BOOK 125 L.D., PAGE 322 IN THE OFFICE OF THE RECORDER, DELAWARE COUNTY, IOWA; AND FURTHER EXCEPTING THAT PORTION DEEDED TO THE STATE OF IOWA, AS RECORDED IN BOOK 91 L.D., PAGE 403 IN THE OFFICE OF THE RECORDER, DELAWARE COUNTY, IOWA.

Together with all gaps and gores, and strips and alleys lying between the same or adjacent to any part of the same.

Parcel ID # 000631323004300