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Cook County Recorder 71.00



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THIS INSTRUMENT WAS
PREPARED BY, AND AFTER
RECORDING, RETURN TO:

Paul Kelley, Esq.
Shefsky & Froelich Ltd.
444 N. Michigan Avenue
Suite 2500
Chicago, Illinois 60611

**FOURTH AMENDMENT TO CREDIT FACILITY
AND AMENDMENT TO MORTGAGE**

THIS FOURTH AMENDMENT TO CREDIT FACILITY AND AMENDMENT TO MORTGAGE ("Amendment") is made and entered into as of the 31st day of August, 2001, by and among Elgin Dairy Foods, Inc., an Illinois corporation ("Borrower") and American National Bank and Trust Company of Chicago ("Lender").

RECITALE

A. Pursuant to the terms and conditions of that certain Loan and Security Agreement between Borrower and Lender dated as of August 31, 1999 (as now and as hereafter amended, modified, supplemented or restated from time to time, the "Loan Agreement"), Lender has agreed to make certain loans to Borrower in the aggregate principal amount of Eight Million Four Hundred Seventy-Six Thousand and No/100 Dollars (\$8,476,000.00), as currently evidenced by the following promissory notes each made by Borrower payable to the order of Lender: (i) that certain Replacement Revolving Credit Note ("Revolving Credit Note") in the stated principal amount of Four Million and No/100 Dollars (\$4,000,000.00) bearing interest at a fluctuating interest rate and payable as set forth therein and due on August 31, 2001, (ii) that certain Term Note ("Term Note") in the stated principal amount of Two Million One Hundred Thousand and No/100 Dollars (\$2,100,000.00) bearing interest at a fluctuating interest rate and payable as set forth therein and due on August 31, 2006, (iii) that certain Line of Credit Note ("Line of Credit Note") in the stated principal amount of Two Million and No/100 Dollars (\$2,000,000.00) bearing interest at a fluctuating interest rate and payable as set forth therein and due on August 31, 2006; and (iv) that certain Equipment Term Loan Note dated August 11, 2000 ("Equipment Term Loan Note") in the stated principal amount of Three Hundred Seventy-Six Thousand and No/100 Dollars (\$376,000.00) bearing interest at a fluctuating interest rate and payable as set forth therein and due on August 11, 2003.

BOX 333-CII

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B. Borrower's obligations under the Loan Agreement, the Revolving Credit Note, the Term Note and the Line of Credit Note, together with other obligations of Borrower to Lender are secured by, among other documents, the following:

(i) Mortgage dated as of August 31, 1999, executed by Borrower in favor of Lender and recorded September 8, 1999 in the Office of the Cook County Recorder of Deeds ("Recorder's Office"), as **Document No. 9985113**, as amended by that certain Extension Agreement and Amendment to Mortgage dated as of August 11, 2000, by and among Borrower and Lender ("First Amendment to Mortgage"), recorded August 28, 2000 in the Recorder's Office as **Document No. 00665467**, as amended by that certain Second Amendment to Mortgage dated as of December 29, 2000 (Second Amendment to Mortgage), recorded January 5, 2001 in the Recorder's Office as **Document No. 0010015549**, and as further amended by that certain Third Amendment to Mortgage dated as of June 1, 2001, by and among Borrower and Lender ("Third Amendment to Mortgage") recorded July 2, 2001 in the Recorder's Office as **Document No. 0010581746** (as so amended, the "Mortgage," with capitalized terms used herein having the same meaning as set forth in said Mortgage unless otherwise defined herein);

(ii) Assignment of Leases and Rents dated as of August 31, 1999, executed by Borrower in favor of Lender and recorded September 8, 1999 in the Recorder's Office as **Document No. 99851140**, as amended by the First Amendment to Mortgage, Second Amendment to Mortgage and the Third Amendment to Mortgage (as so amended, the "Assignment of Rents");

(iii) the Loan Agreement; and

(iv) such other documents securing the Indebtedness and identified on Exhibit B to the Mortgage as the "Loan Instruments;" and

C. Borrower has requested and Lender has agreed, on the terms and conditions set forth herein, to extend the maturity date of the Revolving Credit Loan from August 31, 2001 to August 31, 2002.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby mutually agree as follows:

1. Incorporation by Reference. The foregoing recitals are hereby incorporated herein by reference as if set forth in full in the body of this Amendment.

2. Amendment to Loan Agreement. Subject to the terms and conditions contained herein, the Borrower and the Lender hereby amend Article 1 of the Loan Agreement as follows:

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- (a) The definition of "Stated Maturity Date" set forth in Article 1 of the Loan Agreement, and all further references to said term in the Loan Agreement and Loan Instruments with respect to the Revolving Credit Loan, is hereby amended to mean August 31, 2002.
- (b) The definition of "Termination Date" set forth in Article 1 of the Loan Agreement, and all further references to said term in the Loan Agreement and Loan Instruments with respect to the Revolving Credit Loan, is hereby amended to mean August 31, 2002.

3. Extension of Revolving Credit Note. The maturity date of the Revolving Credit Note is hereby extended from "August 31, 2001" to "August 31, 2002." All references to the term "Revolving Credit Note" set forth in the Mortgage and the other Loan Instruments are hereby amended to mean the Revolving Credit Note, as extended by this Amendment. The Revolving Credit Note shall continue to bear interest on the unpaid principal amount thereof as set forth therein and all other terms, provisions and conditions of the Revolving Credit Note, as extended hereby, are hereby ratified, confirmed and approved.

4. Amendment to Mortgage. All references in the Mortgage to "Notes" are hereby amended to mean the Revolving Credit Note, as extended by this Amendment, the Line of Credit Note, the Term Note and the Equipment Term Loan Note, together with any and all amendments, extensions, renewals, replacements, or substitutions thereof. To the fullest extent necessary to secure any advances or obligations not previously secured by the Mortgage, Borrower does hereby MORTGAGE and CONVEY unto Lender, its successors and assigns, the Premises to secure in addition to any and all amounts previously secured by the Mortgage the following, which shall be added to the definition of "Indebtedness" in the Mortgage: all indebtedness under the Revolving Credit Note, as extended pursuant to this Amendment, in the aggregate principal amount of Four Million and No/100 Dollars (\$4,000,000.00), together with interest thereon as evidenced by and as set forth therein.

5. Limited Waiver of Financial Covenant. Lender hereby waives through June 30, 2001, Borrower's compliance with the Debt Service Coverage financial covenant as set forth in Section 6.3.5 (ii) of the Loan Agreement. The waiver set forth above is temporary and shall apply only for the time period explicitly set forth above and shall not affect any other covenant or extend any period of time for performance other than explicitly set forth above.

6. Title Insurance and Recording. As a condition precedent to Lender's agreement to extend the Revolving Credit Note and amend the Mortgage and the other Loan Instruments in accordance with the terms of this Amendment, Borrower shall: (i) cause this Amendment to be promptly recorded with the Recorder's Office, and (ii) provide Lender with date down endorsements, satisfactory to Lender, to Lender's policy of title insurance on the Property.

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7. Expenses. Borrower shall be responsible for any and all costs, expenses, fees, charges, taxes, of whatever kind and nature, incurred by Lender in connection with the modification of the Loan Instruments provided for in this Amendment, including, without limitation, attorneys' fees and costs and recording fees.

8. Intent of Parties. The parties expressly agree that the liens evidenced by the Loan Instruments shall be in no way be deemed to have been subordinated, released, modified, terminated, or otherwise affected by this Amendment, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this Amendment and the documents and instruments executed and delivered pursuant to this Amendment, and shall survive and not be merged into the execution and delivery of this Amendment or any of the documents and instruments to be executed pursuant to this Amendment, without interruption; provided, however, that the respective liens shall be documented by, and all rights and privileges and obligations of the parties hereto, and the respective successors and assigns, shall be governed by the (i) Mortgage, as amended by this Amendment; (ii) Loan Instruments, as amended by this Amendment; and (iii) all other documents and agreements executed in connection with the transactions described in this Amendment.

9. Release of Claims. Borrower acknowledges and agrees that Lender has fulfilled any and all of Lender's obligations under the Loan Instruments to date. Borrower hereby releases and holds Lender harmless from and against any and all claims, actions, lawsuits, damages, costs and expenses whatsoever which Borrower may have had or currently may have against Lender in connection with or related to the Loan Instruments.

10. No Third Party Beneficiaries. This Amendment is made and entered into for the sole protection and benefit of the Lender and Borrower. No other person, entity or entities shall have the right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

11. Effect of Amendment. Except as specifically amended or modified by the terms of this Amendment, all terms and provisions of each of the Loan Instruments shall remain in full force and effect. Lender's agreement to extend the Revolving Credit Note shall not be interpreted or construed as obligating Lender to make any future modifications thereto, or extensions thereof. The Mortgage, as amended hereby, constitutes a valid lien on the real property described on Exhibit A attached hereto and made a part hereof.

12. Governing Law. This Amendment shall be governed by and be construed in accordance with the internal laws of the State of Illinois.

13. Further Assurances. Borrower agrees to execute from time to time, any and all documents reasonably requested by the Lender to carry out the intent of the Loan Instruments as modified by this Amendment.


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

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


BORROWER:

ELGIN DAIRY FOODS, INC., an Illinois corporation

By: 
Name: Edward K. Gilman
Title: President

LENDER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: 
Name: David W. Dewitt
Title: OFFICER

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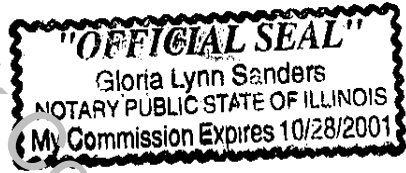
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that David Dewitt, personally known to me to be the officer of American National Bank and Trust Company of Chicago, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer and he signed and delivered the said instrument, pursuant to authority, given by the Board of Directors of said corporation as his 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 official seal this 19 day of Sept, 2001.

Gloria Lynn Sanders
Notary Public

Commission expires: 2001, 10/28



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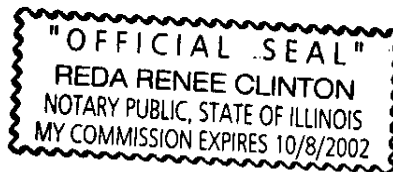
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Edward K. Gignac personally known to me to be the President of **ELGIN DAIRY FOODS, INC.**, a Illinois corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such offices, as his 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 official seal this 19th day of Sept., 2001.

Reda Renee Clinton
 Notary Public

Commission expires: 10/8/2002



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 AND LOT 30 (EXCEPT THE EAST 5.83 FEET OF SAID LOT 30) IN BETSY BOILVIN'S SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, AND 4 IN HULL'S SUBDIVISION OF LOTS 14 THROUGH 18 IN BETSY BOILVIN'S SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST AND WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 19 TO 24, BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOTS 25 TO 30, BOTH INCLUSIVE, LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 24 TO THE NORTHWEST CORNER OF LOT 25 AND LYING WEST OF THE NORTHWARD EXTENSION OF THE WEST LINE OF THE EAST 5.83 FEET OF LOT 30 IN BETSY BOILVIN'S SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 13 (EXCEPT THE SOUTH 12.82 FEET THEREOF) IN BETSY BOILVIN'S SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 16-14-304-015, 16-14-304-016, 16-14-304-040, 16-14-304-041

PARCELS 1, 2, 3 AND 4 COMMONLY KNOWN AS: 3659 West Harrison Street
Chicago, Illinois

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EXHIBIT A

CONTINUED

PARCEL 5:

LOT 67 THROUGH 74, BOTH INCLUSIVE, AND LOT 75 (EXCEPT THAT PART OF THE WEST 3 FEET OF SAID LOT 75 LYING NORTH OF THE SOUTH 16 FEET THEREOF), LOT 85 AND LOTS 81 THROUGH 83, BOTH INCLUSIVE, ALSO PART OF AN ABANDONED ALLEY RUNNING EAST AND WEST ADJACENT TO LOTS 67 THROUGH 75 AND SOUTH THEREOF AND LOTS 81 THROUGH 89, BOTH INCLUSIVE, AND NORTH THEREOF EAST OF A LINE DRAWN FOR THE MOST SOUTHWESTERLY CORNER OF LOTS 75 TO THE MOST NORTHWESTERLY CORNER OF LOT 81 IN GOLDY'S 3RD ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NOS.: 16-14-303-009, 16-14-303-010, 16-14-303-011, 16-14-303-014,
16-14-303-015, 16-14-303-016, 16-14-303-018, 16-14-303-023,
16-14-303-024, 16-14-500-049, 16-14-500-075

PARCEL 5 COMMONLY KNOWN AS: 3707 West Harrison Street
Chicago, IL 60624

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