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This Document Prepared by
and after Recording Return to:

Schwartz, Cooper, Greenberger
& Krauss, Chartered
180 North LaSalle Street
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Chicago, Illinois 60601
Attn: Gary P. Segal, Esq.

0021244409

3103/0065 50 001 Page 1 of 7
2002-11-12 12:15:49
Cook County Recorder 36.00



0021244409

SECOND AMENDMENT OF MORTGAGE

THIS SECOND AMENDMENT OF MORTGAGE ("Amendment") is made as of November 5, 2002, by and among **CHICAGO TITLE AND TRUST COMPANY**, not personally, but solely as Trustee under a certain Trust Agreement dated March 12, 1982, and known as Trust No. 1081300 ("Mortgagor") and **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO** as successor in interest to NBD BANK ("Mortgagee").

RECITALS:

A. Vita Food Products, Inc., a Nevada corporation and successor in interest to Vita Food Products, Inc., an Illinois corporation ("Beneficiary"), being the sole beneficiary of Mortgagor and Mortgagee entered into the certain Loan and Security Agreement dated as of March 20, 1995 (as amended, the "Original Loan Agreement"), pursuant to which Mortgagee made certain revolving loans and term loans to Beneficiary (collectively, the "Loans").

B. The Loans were secured by that certain Mortgage dated as of March 20, 1995, made by Mortgagor to Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 24, 1995, as Document No. 95200201 creating a first mortgage lien on certain improved real estate located in Chicago, Illinois, and legally described in **Exhibit A** hereto.

C. The Original Loan Agreement and the Loans were amended and restated pursuant to that certain Amended and Restated Loan and Security Agreement dated as of August 15, 2001 (the "Existing Loan Agreement") by and among Beneficiary, Virginia Honey Company, Inc., a West Virginia corporation ("Virginia Honey") and Mortgagee.

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D. Beneficiary and Virginia Honey have requested that Mortgagee amend and restate the Loans and amend and restate the Existing Loan Agreement and Mortgagee is willing to do so subject to the terms and conditions set forth in that certain Second Amended and Restated Loan and Security Agreement dated as of November 5, 2002 (the "Loan Agreement"), pursuant to which (i) The Haliifax Group, Inc. will be added as a "borrower", (ii) Mortgagee has agreed to increase the maximum amount of the revolving loans (collectively, the "Revolving Loans"), (iii) Mortgagee will make certain additional term loans (the existing term loan and any new term loan are hereinafter collectively, the "Term Loans"). The Revolving Loans are evidenced by a Revolving Note (as the same may be amended, restated, supplemented, renewed or otherwise modified from time to time, the "Revolving Note"). The Term Loans shall be evidenced by Term Notes (as the same may be amended, restated, supplemented, renewed or otherwise modified from time to time, collectively, the "Term Notes"). The Term Notes and the Revolving Note are herein collectively called the "Notes".

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E. One of the conditions precedent to the closing of the transactions contemplated by the Loan Agreement is the execution and delivery of this Amendment by Mortgagor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Mortgagor hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made a part hereof.
2. **Maximum Indebtedness.** Notwithstanding anything contained in the Mortgage to the contrary, in no event shall the indebtedness secured by the Mortgage exceed an amount equal to \$30,000,000.00.
3. **References.** All references to the Loan Agreement, the Revolving Loans, the Term Loans, the Revolving Note, the Term Notes and the Notes contained in the Mortgage shall be deemed to refer to such terms as they are defined in the Recitals hereof. All references to the Mortgage contained in any of the Ancillary Agreements shall be deemed to refer to the Mortgage as amended by this Amendment.
4. **Amendment Binding.** This Amendment shall be binding on the Beneficiary, Mortgagor and their respective heirs, legatees, successors and permitted assigns, and shall inure to the benefit of Lender and its successors and assigns.
5. **Continued Effectiveness.** The Mortgage shall remain in full force and effect in accordance with its terms.

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6. **Counterparts.** This Amendment may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Amendment.

7. **Trustee Exculpation.** This Amendment is executed by CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Amendment shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Amendment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Amendment; provided, however, that the foregoing exculpation of the Trustee shall not impair or otherwise affect any of Mortgagee's rights or remedies against the assets held by Beneficiary or other collateral now or hereafter pledged to Mortgagee as security for the obligations of Mortgagor or Beneficiary, or against Beneficiary, the Borrowers or any other person or entity liable for the obligations of Mortgagor or Beneficiary.

IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee as aforesaid

By: *Carolyn Jaypulle*
Title: ASST VICE PRESIDENT

Attest: Attestation not required
Title: pursuant to corporate by-laws.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: _____
Title: _____

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6. **Counterparts.** This Amendment may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Amendment.

7. **Trustee Exculpation.** This Amendment is executed by CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Amendment shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Amendment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Amendment; provided, however, that the foregoing exculpation of the Trustee shall not impair or otherwise affect any of Mortgagee's rights or remedies against the assets held by Beneficiary or other collateral now or hereafter pledged to Mortgagee as security for the obligations of Mortgagor or Beneficiary, or against Beneficiary, the Borrowers or any other person or entity liable for the obligations of Mortgagor or Beneficiary.

IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

CHICAGO TITLE AND TRUST
COMPANY, not personally but solely as
Trustee as aforesaid

By: _____
Title: _____

Attest: _____
Title: _____

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: *Robert J. Howard*
Title: *Mr. Vice President*

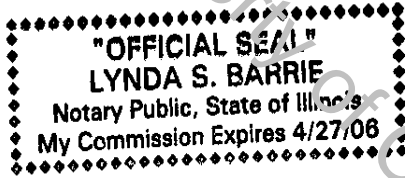
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

0021244409

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CAROLYN PAMPENELLA, the ~~ASST~~ VICE PRESIDENT and _____, the _____ of CHICAGO TITLE AND TRUST COMPANY, as Trustee, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~ASST~~ VICE PRESIDENT, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of November, 2002.



Lynda S. Barrie
NOTARY PUBLIC
(SEAL)

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

0021244409

I, undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Shanahan, a First Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such First Vice President appeared before me this day in person and acknowledged that he signed and delivered the 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 5th day of November, 2002.



Tabitha L. Mitchell-Kocot
NOTARY PUBLIC
(SEAL)

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EXHIBIT A

Legal Description of Property

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PARCEL 1:

LOT 13 (EXCEPT THE EAST 10.0 FEET THEREOF), ALL OF LOTS 14 TO 22, INCLUSIVE, AND LOTS 26 TO 41, INCLUSIVE (EXCEPT THE SOUTHERLY 10.0 FEET OF SAID LOTS 26 TO 41) IN BLOCK 1 OF SUBDIVISION OF BLOCK 42 OF CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN
ALSO

PARCEL 2:

LOTS 1 TO 5, INCLUSIVE, AND ALL OF THE 10.0 FOOT PRIVATE ALLEY EAST OF AND ADJOINING SAID LOTS 1 TO 5 IN BOWEN'S SUBDIVISION OF LOTS 23 TO 25 IN SUBDIVISION BLOCK AFORESAID.

ALSO

PARCEL 3:

THAT PART OF THE EAST AND WEST 10.0 FOOT ALLEY LYING EAST OF THE WEST LINE OF LOT 26 EXTENDED NORTH AND WEST OF THE WEST LINE OF THE EAST 10 FEET OF LOT 13 EXTENDED SOUTH, IN BLOCK 1 OF SUBDIVISION OF BLOCK 42 OF CANAL TRUSTEES' SUBDIVISION AFORESAID.

ALSO

PARCEL 4:

LOTS 42 TO 50, INCLUSIVE (EXCEPT THE SOUTHERLY 10 FEET OF SAID LOTS 48, 49, AND 50) IN BLOCK 1 IN WALLER'S SUBDIVISION OF BLOCK 42 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Numbers: 17-07-313-001, 002, 003, 004, 005, 006, 007, 008, 009, 012, 013, 024, 040, 044 and 046

Address of Real Estate: 2222 West Lake Street
Chicago, Illinois 60610