



0319111009

Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
Date: 07/10/2003 07:19 AM Pg: 1 of 7

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Michael B. Manuel, Esq.  
Goldberg, Kohn, Bell, Black,  
Rosenbloom & Moritz, Ltd.  
55 East Monroe Street  
Suite 3700  
Chicago, Illinois 60603  
(312) 201-4000

(2 of 2)

8101569-DA-TMS

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("Amendment"), made as of June 28, 2003, is made and executed by and between MEHUL SHAH ("Mortgagor"), and LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company ("Lender").

RECITALS

I. Kanan Fashions, Inc., Consolidated Foods, Inc., and Kanan Dairy Products, Inc. (collectively, "Borrowers") and Lender entered into a Loan and Security Agreement dated as of March 31, 2003 (said Loan and Security Agreement, together with all amendments, supplements, modifications and full or partial replacements thereof, being hereinafter referred to the "Loan Agreement"), pursuant to which Lender made revolving loans to Borrowers in the maximum aggregate principal amount of \$15,500,000 (collectively, the "Revolving Loan"), evidenced by a certain Revolving Note dated as of March 31, 2003 (the "Revolving Note"). As an inducement to Lender to make the Loans, Mortgagor has executed and delivered to Lender a certain Continuing Unconditional Guaranty (said Continuing Unconditional Guaranty, together with all amendments, supplements, modifications and full or partial replacements thereof, being hereinafter referred to as the "Guaranty") dated as of March 31, 2003, pursuant to which Mortgagor has agreed to guaranty all of the indebtedness and obligations of Borrowers owed to Lender, including without limitation the obligations of Borrowers with respect to the Revolving Loan. Mortgagor's obligations under the Guaranty are secured by, among other things, a certain Mortgage and Security Agreement dated as of March 31, 2003 and recorded on April 3, 2003 with the Cook County, Illinois Recorder of Deeds as Document No. 0030448413 and re-recorded on May 2, 2003 as Document No. 0312201218 (the "Mortgage"). A legal description of the real estate encumbered by the Mortgage is attached hereto as Exhibit A.

II. Concurrently herewith, Lender and Borrowers are entering into a First Amendment to Loan and Security Agreement of even date herewith, pursuant to which the

BOX 333-CP

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maximum aggregate principal amount of the Loans is being increased from \$15,500,000 to \$16,000,000 (the "**Amended Revolving Loan**"). The Revolving Note is being amended and restated by a certain Amended and Restated Revolving Note of even date herewith executed by Borrowers (said Amended and Restated Revolving Note, together with all amendments, supplements, modifications and full or partial replacements thereof, being hereinafter referred to the "**Amended Revolving Note**"), bearing interest at the rate set forth in **Schedule 1** attached hereto and having a maturity date of March 31, 2006, as extended in accordance with the terms of the Loan Agreement. Mortgageor has consented to such amendments.

III. The parties hereto now desire to amend the Mortgage to secure the increase of the Revolving Loan to a maximum aggregate principal amount of \$16,000,000.

## AGREEMENTS

1. The Recitals are hereby incorporated into the Mortgage by this reference.
2. The Mortgage is hereby amended to secure the increase of the Revolving Loan to a maximum aggregate principal amount of \$16,000,000.
3. All references in the Mortgage to the "Revolving Loan" shall mean the Amended Revolving Loan.
4. All references in the Mortgage to the "Revolving Note" shall mean the Amended Revolving Note.
5. The Mortgage is hereby modified to conform to the terms hereof. To the extent of any inconsistency between the terms hereof and the terms of the Mortgage, this Amendment shall control. Except as amended hereby, the Mortgage shall remain in full force and effect in accordance with its original terms.


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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the day and year first above written.

  
\_\_\_\_\_  
**MEHUL SHAH**

LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company

By   
Its RV

Property of Cook County Clerk's Office

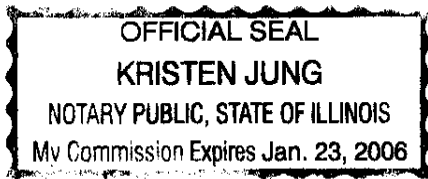
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## ACKNOWLEDGMENT

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DuPage    )

I, \_\_\_\_\_, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT MEHUL SHAH, 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 said instrument as \_\_\_\_\_ own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24<sup>th</sup> day of June, 2003,  
2003.



*Kristen Jung*  
Notary Public

My Commission Expires:  
Jan 23, 2006

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## ACKNOWLEDGMENT

STATE OF Illinois )  
COUNTY OF Cook ) SS

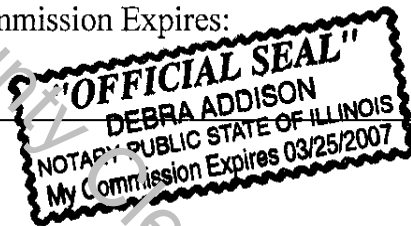
I, Debra Addison, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott Busch, the First Vice President of LASALLE BUSINESS CREDIT, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27<sup>th</sup> day of June, 2003.

Debra Addison

Notary Public

My Commission Expires:



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## EXHIBIT A

### Legal Description

PARCEL 1:

UNIT 4901 IN THE 800 NORTH MICHIGAN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 2, 7, 8 AND 9 IN THE PARK TOWER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 2, 2000 AS DOCUMENT 00584660, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE RIGHT TO THE USE OF PARKING SPACES P-160 AND P-161, LOCATED IN THE "GARAGE PROPERTY" AS DESCRIBED IN AND AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AUGUST 2, 2000 AS DOCUMENT 00584657, AS DELINEATED ON THE PLAN OF SURVEY ATTACHED THERETO.

PARCEL 3:

EXCLUSIVE AND NON-EXCLUSIVE EASEMENTS MORE PARTICULARLY DESCRIBED AND DEFINED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY AND BETWEEN PARK HYATT TOWER ASSOCIATES AND PARK TOWER, L.L.C. RECORDED AUGUST 2, 2000 AS DOCUMENT 00584657, WHICH ARE APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID.

Address: 800 North Michigan Avenue, Unit 4901, Chicago, IL

PIN: 17-03-231-018-1084

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## SCHEDULE 1

### Interest Rates

Each Loan shall bear interest at the rate of one-half of one percent (0.50%) per annum in excess of the Prime Rate in effect from time to time, payable on the first day of each month in arrears. Said rate of interest shall increase or decrease by an amount equal to each increase or decrease in the Prime Rate effective on the effective date of each such change in the Prime Rate. Upon the occurrence of an Event of Default and during the continuance thereof, each Loan shall bear interest at the rate of two percent (2%) per annum in excess of the interest rate otherwise payable thereon, which interest shall be payable on demand. All interest shall be calculated on the basis of a 360-day year. "**Prime Rate**" shall mean LaSalle Bank's publicly announced prime rate (which is not intended to be LaSalle Bank's lowest or most favorable rate in effect at any time) in effect from time to time.

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