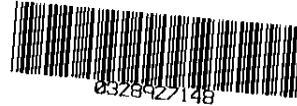


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Eugene "Gene" Moore Fee: \$40.50
Cook County Recorder of Deeds
Date: 10/16/2003 12:17 PM Pg: 1 of 9



Prepared By &
Upon Recording Return To:
Darren M. Baird, Esq.
c/o Brown Rudnick Berlack Israels LLP
One Financial Center
Boston, Massachusetts 02111

Insurance Title Insurance Corporation hr
01-12719

FIRST AMENDMENT TO LEASEHOLD MORTGAGE AND SECURITY AGREEMENT AND FIXTURE FILING

Cook County, Illinois

THIS FIRST AMENDMENT TO LEASEHOLD MORTGAGE AND SECURITY AGREEMENT AND FIXTURE FILING ("First Amendment") is made as of the 26th day of September, 2003, by and between Farley's & Sather's Candy Company, Inc., a Delaware corporation, having an address at c/o One Sather Plaza, P.O. Box 28, Round Lake, MN 56167 (the "Mortgagor"), and Congress Financial Corporation (New England), a Massachusetts corporation, having a place of business at One Post Office Square, Suite 3600, Boston, MA 02109, in its capacity as Agent (hereinafter called the "Mortgagee"), for the lenders (the "Lenders") now or hereafter party to the Amended and Restated Loan Agreement (as defined below).

For the purposes of this Amendment, capitalized terms used herein shall have the same meaning as that contained in the Mortgage or the Amended and Restated Loan Agreement (as defined below).

WITNESSETH

WHEREAS, Mortgagor entered into that certain Loan and Security Agreement (the "Loan Agreement") with Congress Financial Corporation (New England), in its individual capacity as lender ("Congress"), dated February 19, 2002, in which Congress agreed to make loans in certain amounts to Mortgagor;

WHEREAS, pursuant to the Loan Agreement, Congress issued certain loans to Mortgagor (the "Loans");

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WHEREAS, as security for the Loans, Mortgagor granted to Congress (i) that certain Leasehold Mortgage and Security Agreement and Fixture Filing (the "Mortgage"), dated February 19, 2002, which Mortgage was recorded with the Cook County Recorder as Document Number 0020216493; and (ii) that certain Collateral Assignment of Leases and Rents (the "Collateral Assignment") dated February 19, 2002, and recorded with the Cook County Recorder as Document Number 0020216494, which Mortgage and Collateral Assignment affect its leasehold interest in and to that certain property more particularly described on Exhibit A, hereto;

WHEREAS, Congress assigned all of its right, title in interest in and to the Loan Agreement to Mortgagee;

WHEREAS, pursuant to the above assignment of the Loan Agreement, Congress assigned the Mortgage and the Collateral Assignment to Mortgagee by virtue of that certain Assignment of Leasehold Mortgage and Security Agreement and Fixture Filing and Assignment of Leases and Rents dated of even date herewith and recorded with the Cook County Recorder herewith (the "Assignment");

WHEREAS, Mortgagor and Mortgagee have entered into that certain Amended and Restated Loan and Security Agreement (the "A&R Loan Agreement"), which, among other things, increases the total maximum indebtedness owed by Mortgagor to Mortgagee to \$105,000,000.00; and

WHEREAS, the Mortgagor and Mortgagee desire to amend the Mortgage in order to secure the Obligations due and owing under the A&R Loan Agreement, which amended Mortgage shall retain the first-priority position currently occupied by the Mortgage.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby amend the Mortgage as follows:

1. Mortgagor does hereby MORTGAGE, WARRANT, GIVE, GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY with MORTGAGE COVENANTS unto Mortgagee, its successors and assigns, forever, WITH STATUTORY POWER OF SALE AND RIGHT OF ENTRY AND RIGHT OF POSSESSION, and upon the STATUTORY CONDITION, all of Mortgagor's right, title and interest in and to the Property, as the same is described on Exhibit A hereto, on the terms and conditions of the Mortgage, and subject to all other provisions of the Mortgage, all of which are hereby incorporated by reference herein.

2. The last sentence of the second paragraph of the preamble is hereby deleted in its entirety and replaced with the following language:

"The term Mortgagee and/or Lender shall include (i) Congress Financial Corporation (New England), as Agent for itself and other Lenders (as defined in the A&R Loan Agreement) and any and all Lenders for whom Congress Financial Corporation (New England) acts as Agent, and (ii) wherever the context permits, its successors and assigns as the holder for

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the time being of this Mortgage and Security Agreement and the Loans and other obligations hereby secured.”

3. The penultimate paragraph appearing on Page 4 of the Mortgage is hereby deleted in its entirety and replaced with the following language:

“The Obligations secured hereby shall not exceed an aggregate amount, at any one time outstanding of One Hundred Thirty Two Million and no/100 Dollars (\$210,000,000), provided, that the foregoing limitation shall apply only to the lien upon the real property created by this Mortgage, and it shall not in any manner limit, affect or impair any grant of a security interest or other right in favor of the Mortgagee under the provisions of the Loan Agreement or under any other security agreement at any time executed by Mortgagor. Mortgagor acknowledges and agrees that the Obligations include a revolving line of credit and, therefore, that the Obligations may increase and decrease from time to time during the term of this Mortgage. Mortgagor agrees that the full amount of the Obligations, regardless of the date or dates on which Loans or other advances or extensions of credit are made which constitute a part of the Obligations, shall have the same priority as if all of the same had been advanced, had arisen or had become owing and performable on the date of this Mortgage, and no reduction of the outstanding principal balance of the Obligations shall extinguish, release or subordinate any rights, titles, interests, liens, powers or privileges, created or arising hereunder or under the Amended and Restated Loan Agreement or any document or instrument executed in connection with the Amended and Restated Loan Agreement until all of the Obligations are fully and finally paid and performed, or otherwise discharged and all of the Obligations and any other commitments under the Amended and Restated Loan Agreement have expired or have otherwise been terminated;”

4. The last paragraph appearing on Page 4 of the Mortgage, which paragraph continues on to Page 5, is hereby deleted in its entirety and replaced with the following language:

“This Mortgage secures the payment of future advances of Revolving Loans and Term Loans which may be made after the date hereof to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total principal amount of the Obligations secured by this Mortgage may decrease or increase from time to time but the total unpaid principal balance so secured at any one time shall not exceed One Hundred Five Million Dollars (\$105,000,000), plus interest thereon, and any and all disbursements made by Mortgagee for the payment of taxes, special assessments or insurance on the Property, with interest on such disbursements. The parties hereby acknowledge and intend that all advances of the Revolving Loans, including future advances whenever

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hereafter made, shall be a lien from the time this Mortgage is recorded. The parties hereto intend that, in addition to any other debt or obligation secured hereby, the Mortgage shall secure unpaid balances of loan advances made after the Mortgage is delivered to the Recorder of Deeds, Cook County County, Illinois, whether made pursuant to an obligation of Mortgagee or otherwise, provided that such advances are within twenty (20) years from the date of the Mortgage, and in such event, such advances shall be secured to the same extent as if such future advances were made on the date of the Mortgage, although there may be no advance made at the time of execution of the Mortgage and although there may be no indebtedness outstanding at the time any advance is made.”

5. Each party executing this First Amendment represents and warrants that it has the full power and authority to execute this First Amendment.
6. The Recitals contained above are hereby incorporated herein by reference and made a part of this First Amendment.
7. Except as specifically provided herein, all other terms and conditions of the Mortgage shall remain in full force and effect.
8. The covenants, agreements, terms and conditions of this First Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, the undersigned have executed this instrument under seal as of the date first above written.

MORTGAGOR:

FARLEY'S & SATHERS CANDY COMPANY, INC., a Delaware corporation

By: _____
Name: _____
Title: _____
Hereunto Duly Authorized

MORTGAGEE:

CONGRESS FINANCIAL CORPORATION (NEW ENGLAND), a Massachusetts corporation, as Agent

By: _____
Name: JOHN E. HUSON
Title: SENIOR VICE PRESIDENT
Hereunto Duly Authorized


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IN WITNESS WHEREOF, the undersigned have executed this instrument under seal as of the date first above written.

MORTGAGOR:

FARLEY'S & SATHERS CANDY COMPANY, INC., a Delaware corporation

By: 
Name: Donald C. Stanners
Title: CFO
Hereunto Duly Authorized

MORTGAGEE:

CONGRESS FINANCIAL CORPORATION (NEW ENGLAND), a Massachusetts corporation, as Agent

By: _____
Name: _____
Title: _____
Hereunto Duly Authorized

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STATE OF New York

County of New York, ss.

September 25, 2003

Then personally appeared the above-named Donald C. Stammers, the CFO of Farley's & Sathers Candy Company, Inc., and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said Farley's & Sathers Candy Company, Inc., for the purposes therein stated before me,

Patricia Peterson
_____, Notary Public
My Commission Expires:

PATRICIA PETERSON
Notary Public, State of New York
No. 01PE4978514
Qualified in New York County
Commission Expires March 4, 2007

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COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

September 22²⁵, 2003

Then personally appeared the above named John E. Hesse the
Subscribed of Congress Financial Corporation (New England), and
acknowledged the foregoing instrument to be such person's free act and deed, and the free act
and deed of Congress Financial Corporation (New England), before me,

Constance M. Hubbard
Notary Public
My Commission Expires: 10/24/08

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EXHIBIT A Property Description

All of Mortgagor's right, title and interest in and to that certain Lease Agreement dated as of December 23, 1996, by and between David E. Babiarz, an individual, as Lessor, and D.J. Acquisition Corp., an Illinois Corporation, as Lessee, as evidenced by a Memorandum of Lease recorded with the Cook County Recorder on January 29, 1997, as Document No. 97065832, as affected by the certain Assignment of Lease dated November 18, 1999, by and between Favorite Brands International, Inc., a Delaware corporation, as successor in interest by merger to Farley Candy Company, a Delaware corporation, as successor in interest by merger to Dae-Julie, Inc. f/k/a D.J. Acquisition Corp., an Illinois Corporation, which Lease affects certain property more particularly described and bounded as follows:

LEGAL DESCRIPTION:

That part of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 41 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said West $\frac{1}{2}$; thence South 1,196.048 feet along the East line of said West $\frac{1}{2}$; thence West along a line parallel with the North line of said West $\frac{1}{2}$, 723.98 feet to the point of beginning of the following tract of land; thence continuing West along said parallel line 450.0 feet; thence North perpendicularly to said parallel line to a point on a line 756.066 feet South of (as measured along the East line of said West $\frac{1}{2}$) and parallel with the North line of said West $\frac{1}{2}$; thence East along the last described parallel line 450.0 feet; thence South to the herein described point of beginning, all in Cook County, Illinois.

Permanent Index Number: 09-28-300-021-0000

Property Address: 1665 East Birchwood Avenue, Des Plaines, Illinois, 60018

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