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This Document Prepared by
And After Recording Return To:
Lisa M. Spelhaug
MUCH SHELIST
191 North Wacker Drive, Suite 1800
Chicago, Illinois 60606



Doc#: 0434219147
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 12/07/2004 03:00 PM Pg: 1 of 8

Address:
4631 South McDowell
Chicago, Illinois

SEVENTH AMENDMENT TO MORTGAGE Peer Foods, Inc.

THIS SEVENTH AMENDMENT TO MORTGAGE, (this "**Amendment**") is made effective as of November 1, 2004, by and between Peer Foods, Inc. (formerly known as Peer Food Products Company), an Illinois corporation ("**Mortgagor**") having its principal office at 4631 S. McDowell, Chicago, Illinois in favor of Bank One, NA, a national banking association formerly known as American National Bank and Trust Company of Chicago, its successor and assigns ("**Mortgagee**").

RECITALS:

A. Mortgagee has made loans to Mortgagor secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement creating a lien on a parcel of real estate legally described on Exhibit A and recorded with the Cook County Recorder's Office on March 14, 1995, as Document No. 95171670, as amended by documents recorded as Document No. 95327531, Document No. 96405178, Document No. 96939386, Document No. 0010617954, Document No. 0020519958 and Document No. 0430627016 (the "**Existing Mortgage**").

B. Mortgagor and Mortgagee desire to amend the Existing Mortgage to secure increased indebtedness.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for \$10.00 and other good and valuable consideration in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Recitals. Mortgagor hereby represents and warrants to Mortgagee that the foregoing Recitals are (a) true and accurate, and (b) an integral part of this Amendment. Mortgagor and Mortgagee hereby agree that all of the Recitals of this Amendment are hereby incorporated into this Amendment and made a part hereof. Any term not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

2. Amendment of Existing Mortgage. Recitals A, B, C and D of the Existing Mortgage are hereby deleted in their entirety and the following is substituted therefor:

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A. **Loan.** Mortgagor is the owner of the land described on Exhibit A attached hereto, together with all improvements thereon. Mortgagee has previously made loans to Mortgagor and affiliates of Mortgagor (collectively referred to herein as "Obligors"), in an amount not to exceed Twenty Three Million Six Hundred Thousand and 00/100 Dollars (\$23,600,000.00) pursuant to the terms and conditions of that certain Loan Agreement dated as of February 22, 1994, between Obligors and Mortgagee, as amended and restated by that certain Amended and Restated Loan and Security Agreement dated December 2, 1996, as amended and restated further by that certain Second Amended and Restated Loan and Security Agreement dated May 3, 2002, as amended by that certain First Amendment to Second Amended and Restated Loan and Security Agreement dated as of July 1, 2003, that certain Second Amendment to Second Amended and Restated Loan and Security Agreement dated as of April 1, 2004, that certain Third Amendment to Second Amended and Restated Loan and Security Agreement dated as of June 30, 2004 and that certain Fourth Amendment to Second Amended and Restated Loan and Security Agreement dated as of even date herewith (as amended from time to time, the "Loan Agreement").

B. **Notes.** Obligors executed and delivered to Mortgagee various promissory notes (said notes, together with all amendments, modifications, replacements, restatements and extensions collectively, the "Notes"), including, without limitation, that certain Third Amended and Restated Revolving Note dated of even date herewith, evidencing an increased loan to Obligors in the maximum principal amount of Thirteen Million and 00/100 Dollars (\$13,000,000.00). The Notes bear interest at a variable rate based, at Obligors' option, either upon the Prime Interest Rate or upon the LIBOR Interest Rate, each as defined in the Loan Agreement (the "Interest Rate"). Upon the occurrence of an Event of Default interest under the terms of the Notes are charged at a default rate of interest (the "Default Rate"). The Notes are incorporated herein by reference as if fully set forth herein. The Notes are payable to the order of Mortgagee at 120 S. LaSalle Street, Chicago, IL. The latest maturity date set forth in the Notes is June 30, 2008, subject to acceleration as provided in the Notes, this Mortgage, or the other Loan Documents, defined below. All principal and interest on the Notes are payable in lawful money of the United States of America at the office of the Mortgagee in Chicago, Illinois, or at such place as the holder thereof may from time to time appoint in writing.

C. **Loan Documents.** To evidence and secure the Loan, Obligors have delivered to Mortgagee, the Loan Agreement and the Notes, and Mortgagor has delivered this Mortgage. Obligors have also executed various other security agreements, assignments, certificates, and indemnities relating to the obligations evidenced by the Notes. The Notes, the Loan Agreement, and this Mortgage, together with all such agreements, loan agreements, security agreements, assignments, certificates, indemnifications, documents, notes, guarantees, pledges, consents, contracts, notices, financing statements, hypothecation agreements, collateral assignments, mortgages, chattel mortgages, and instruments given to evidence or secure the indebtedness evidenced by the Notes and all other written matter and all amendments, modifications, supplements, extensions and restatements thereof and thereto, and all agreements, notes, documents or instruments delivered in substitution therefor or in lieu thereof,

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whether heretofore, now or hereafter executed by or on behalf of Mortgagor or any of the other Obligors, or any other person or entity, delivered to Mortgagee or any participant with respect to the Loan are collectively referred to herein as the "Loan Documents".

D. **The Secured Obligations.** As used in this Mortgage, the term "Secured Obligations" means and includes all of the following: (i) the principal of and interest on the Notes; (ii) all indebtedness of any kind arising under, and all amounts of any kind which at any time become due or owing to Mortgagee under or with respect to this Mortgage or any of the other Loan Documents; (iii) all of the covenants, obligations and agreements of any one or more of the Obligors in, under or pursuant to the Notes, this Mortgage, and all of the other Loan Documents; (iv) all advances, costs or expenses paid or incurred by Mortgagee to protect any or all of the Collateral (hereinafter defined), perform any obligation of Mortgagor hereunder or collect any amount owing to Mortgagee which is secured hereby; (v) interest on all of the foregoing; (vi) any and all other obligations and liabilities of Obligors, or any one or more of them to Mortgagee, whether or not relating to the Notes, or any other revolving loan, term loan, letter of credit, or any other financial accommodation made by Mortgagee to Mortgagor and/or any other Obligor whether now existing or hereinafter arising, howsoever evidenced or arising; and (vii) all costs of enforcement and collection of this Mortgage, the other Loan Documents, and the Secured Obligations. The maximum amount included within the Secured Obligations on account of principal shall not exceed the sum of an amount equal to four times the original principal amount of the Notes, plus interest accrued thereon, plus the total amount of all advances made by Mortgagee from time to time to protect the Collateral and the security interest and lien created hereby.

3. As used in the Existing Mortgage as amended hereby each and every reference of a "Note" or the "Notes" shall mean any one or more of the Notes defined here as may concurrently herewith or hereafter be amended, as the broadest possible reading shall allow.

4. Except as expressly amended hereby, the Existing Mortgage shall remain in full force and effect. The Existing Mortgage and all rights and powers created thereby and thereunder or under such other documents are in all respects ratified and confirmed. From and after the date hereof, the Existing Mortgage shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, the Existing Mortgage shall continue in full force and effect and the Existing Mortgage as previously amended and the applicable portions of this Amendment shall be read, taken and construed as one and the same instrument. On and after the date hereof, the term the "Mortgage" as used in the Notes, the Loan Agreement and all other Loan Documents shall mean the Existing Mortgage as amended hereby.

5. Mortgagor will, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's title insurance policy No. 72107-649617 (the "Title Policy"), as of the date this Amendment is recorded, reflecting the recording of this Amendment and insuring the first priority of the lien of the Original Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance, and any other encumbrances expressly agreed to by Lender.

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6. Mortgagor hereby remakes, as of the date hereof, all representations, warranties and covenants of Mortgagor set forth in the Mortgage, as of the date hereof, as if fully set forth herein.

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Seventh Amendment to Mortgage in Cook County, Illinois dated as of November 1, 2004.

PEER FOODS, INC., an Illinois corporation

By: *Larry O'Connell*
Larry O'Connell
President

Accepted:

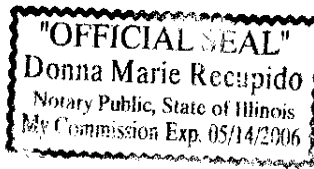
Bank One, NA

By: *M. Awon*
Name: Michael Awon
Its: Commercial Banking Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 8th day of November 2004, personally appeared before me Larry O'Connell, the President of PEER FOODS, INC., (formerly known as Peer Food Products Company) an Illinois corporation, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the President of said corporation and that he signed and delivered the same on behalf of said corporation acting as general partner of said general limited partnership, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Donna Marie Recupido
Notary Public

My commission expires: 5/14/2006

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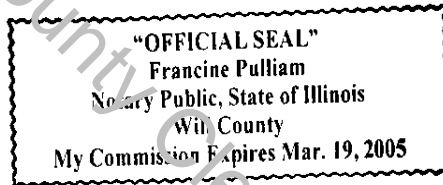
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 9 day of ~~November~~ 2004, personally appeared before me Michael Anora, a Officer of Bank One, NA formerly known as AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is a _____ of said Mortgagee and that he signed and delivered the same in behalf of said Mortgagee with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Francine Pulliam
Notary Public

My commission expires: 3-19-05



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EXHIBIT A

Description of the Land

PARCEL 1

LOTS 29 TO 44 BOTH INCLUSIVE IN BLOCK 1 IN S.E. GROSS SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

THE SOUTHERLY HALF OF ALL THAT PART OF VACATED 16 FOOT ALLEY LYING NORTHERLY AND ADJOINING LOTS 34 THROUGH 44, BOTH INCLUSIVE, IN BLOCK 1 IN S.E. GROSS'S SUBDIVISION, AFORESAID.

PIN: 20 05 306 027 0000
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20 05 306 030 0000
20 05 306 031 0000
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20 05 306 034 0000
20 05 306 035 0000
20 05 306 036 0000

Address: 4631 South McDowell, Chicago, IL

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