



This Amendment prepared by
and after recording return to:

Doc#: 0506744034
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 03/08/2005 11:05 AM Pg: 1 of 4

Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive, Suite 3000
Chicago, Illinois 60606-1229
Attention: Todd A. Bickel

AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS

This Amendment to MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is dated as of December 30, 2004, and is made by KOCH MEAT CO., d/b/a Koch Poultry Co., an Illinois corporation, having its principal place of business at 1300 West Higgins Road, Suite 100, Park Ridge, Illinois 60068 ("Mortgagor") to JPMORGAN CHASE BANK, N.A., a national banking association, as agent ("Mortgagee"), having its principal office at 120 South LaSalle St., Chicago, Illinois 60603-3400.

RECITALS

A. Mortgagee is the successor by merger to Bank One, NA, which was the successor by merger to American National Bank and Trust Company of Chicago.

B. Mortgagee's predecessor-in-interest extended, as Administrative Agent, a credit facility to Mortgagor in the original principal amount of \$135,000,000 under the terms of that certain Credit Agreement dated as of December 31, 2001 made by and among Mortgagee, in its capacity as Administrative Agent thereunder, Mortgagor, as Borrower thereunder and the other Borrowers and Lenders party thereto from time to time in accordance therewith, (the Credit Agreement together with all extensions, renewals or modifications thereof being hereinafter collectively referred to as the "Credit Agreement," and the loans evidenced by the Credit Agreement hereinafter collectively being referred to as the "Loan").

C. The Obligations as defined in the Credit Agreement are secured by, among other things, a Mortgage and Assignment of Lease and Rents (the "Mortgage") dated as of December 31, 2001, executed by Mortgagor in favor of Mortgagee, as agent, encumbering the property legally described on Exhibit A attached hereto (the "Premises") (and certain other real property which has since be released from the lien of the Mortgage), and all of the Mortgaged Property as defined therein, which Mortgage was recorded on January 8, 2002 with the Cook County Recorder as Document Number 0020026251.

Box 400-CTCC

Accom. # NBU 000099
M. Tyrell

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D. The Mortgage provides that the Final Maturity Date of the Loan is December 31, 2006.

E. As of the date hereof, the Mortgagee, Mortgagor and the other Borrowers and Lenders under the Credit Agreement have entered into a First Amended and Restated Credit Agreement which amends the Credit Agreement in certain respects, including, without limitation, extending the maturity date of certain of the Loans thereunder to December 30, 2009 and extending additional credit thereunder, thereby increasing the aggregate principal Loan amount thereunder to \$165,000,000.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree acknowledge and agree as follows:

1. The Recitals are hereby incorporated fully into and shall become part of this Amendment. All capitalized terms not otherwise defined in this Amendment, or for which a definition is not specifically indicated, have the meanings ascribed to them in the Mortgage.

2. The references to "December 31, 2006" as the "Final Maturity Date" and all references otherwise in the Mortgage to the "Final Maturity Date" are hereby changed to "December 30, 2009 or such other later date as may be established therefor pursuant to any renewal, modification, amendment or replacement of the Credit Agreement."

3. The reference in Section 48 of the Mortgage to "One Hundred Fifty Five Million Dollars (\$155,000,000.00)" is hereby replaced by "Two Hundred Million Dollars (\$200,000,000.00)." All other references in the Mortgage to "One Hundred Fifty Five Million Dollars (\$155,000,000.00)" are hereby replaced by "One Hundred Sixty Five Million Dollars (\$165,000,000.00)."

4. Mortgagor represents and warrants that no Event of Default has occurred under the Mortgage and Mortgagor hereby reaffirms and restates all of its representations, covenants, agreements and obligations under the Mortgage as hereby amended. Mortgagor hereby acknowledges and agrees that the Mortgage, as hereby amended, evidences and secures all of the Debt and Mortgagor's Obligations under the Credit Agreement, as amended and restated on even date herewith.

5. In all other respects, the terms and provisions of the Mortgage as hereby amended shall remain in full force and effect.

6. This Amendment may be executed and acknowledged in multiple counterparts, which when taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK –
SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Mortgagor has executed this instrument the day and year first above written.

MORTGAGOR:

KOCH MEAT CO., INC., d/b/a KOCH
POULTRY CO., an Illinois corporation

By: *Joseph C. Grendys*
Joseph C. Grendys, President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, *Francine Pulliam*, a Notary Public in and for said County and the State aforesaid, do hereby certify that JOSEPH C. GRENDYS, President of KOCH MEAT CO., INC. d/b/a KOCH POULTRY CO., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and severally acknowledged that he signed, sealed, and delivered the said instrument of writing as his free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30 day of December, 2004.

Francine Pulliam
Notary Public

"OFFICIAL SEAL"
Francine Pulliam
Notary Public, State of Illinois
Will County
My Commission Expires Mar. 19, 2005

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LEGAL DESCRIPTION

LOT 2 IN KOCH POULTRY SUBDIVISION, BEING A SUBDIVISION OF THE NORTH THREE-QUARTERS OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 12-34-100-048

*Commonly known as: Vacant lot adjacent to
2155 Rose St., Franklin Park, IL*

Property of Cook County Clerk's Office