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Doc#: 0608002012 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/21/2008 07:27 AM Pg: 1 of 8

Property Located at:

2501 North Damen Avenue, Chicago, Illinois

1902, 1904, 1906, 1908, 1910, 1912, 1916,
1918, 1920-1922 and 1926-1928
W. Fullerton Avenue, Chicago, Illinois

2401 and 2407 Elston Avenue, Chicago, Illinois

7914013-DJ
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1911

(This Space For Recorder's Use Only)

THIRD AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

THIS THIRD AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (this "Amendment") is made as of March 17, 2006 by **VIENNA BEEF LTD.**, an Illinois corporation with its principal place of business at 2501 North Damen Avenue, Chicago, Illinois 60647 ("**Mortgagor**"), to and for the benefit of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association with an office at 135 South LaSalle, Chicago, Illinois 60603 ("**Mortgagee**").

RECITALS

A. Mortgagor and Mortgagee entered into a Credit Agreement dated as of March 2, 2001 (the "**Original Credit Agreement**"), as amended by that certain First Amendment to Credit Documents dated as of July 15, 2002 (the "**First Amendment to Original Credit Agreement**") between Mortgagor and Mortgagee, as further amended by that certain Second Amendment to Credit Documents dated as of January 31, 2003 (the "**Second Amendment to Original Credit Agreement**") between Mortgagor and Mortgagee, as further amended by that certain Letter Agreement dated as of April 1, 2003 (the "**First Letter Amendment to Original Credit Agreement**") between Mortgagor and Mortgagee, as further amended by that certain Third Amendment to Credit Documents dated as of June 16, 2003 (the "**Third Amendment to Original Credit Agreement**") between Mortgagor and Mortgagee, and as further amended by that certain Fourth Amendment to Credit Documents dated as of August 25, 2003 (the "**Fourth Amendment to Original Credit Agreement**") between Mortgagor and Mortgagee, and as further amended by that certain Letter Agreement dated as of October 6, 2003 (the "**Second Letter Amendment to Original Credit Agreement**") between Mortgagor and Mortgagee (the Original Credit Agreement, as amended by the First Amendment to Original Credit Agreement, the Second Amendment to Original Credit Agreement, the First Letter Amendment to Original Credit Agreement, the Third Amendment to Original Credit Agreement, the Fourth Amendment to Original Credit Agreement and the Second Letter Amendment to Original Credit Agreement, hereinafter is referred to as the "**Prior Credit Agreement**") pursuant and subject to the terms and conditions of which Mortgagee extended certain loans and other financial accommodations to Mortgagor from time to time, all of which were secured on a *pari passu* basis.

Box 400-CTCC

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B. In order to secure the obligations of Mortgagor under the Prior Credit Agreement, Mortgagor executed and delivered to Mortgagee that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of March 2, 2001 and recorded in the Office of the Cook County Recorder on March 6, 2001 as Document No. 0010172437 (the "**Original Mortgage**"), which encumbers the real estate and the improvements thereon commonly known as 2501 North Damen Avenue, Chicago, Illinois, 1902, 1904, 1908, 1910, 1912, and 1920-1922 W. Fullerton Avenue, Chicago, Illinois, 2401 and 2407 Elston Avenue, Chicago, Illinois and legally described on **Exhibit A** attached hereto.

C. In connection with the execution and delivery of the Third Amendment to Original Credit Agreement, the Original Mortgage was amended by that certain First Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement dated as of June 16, 2003 executed and delivered by Mortgagor to Mortgagee and recorded in the Office of the Cook County Recorder on June 26, 2003 as Document No. 0317733137 (the "**First Mortgage Amendment**") in order to extend the lien of the Original Mortgage to cover an additional \$1,475,000 mortgage loan (the "**Mortgage Loan**") extended by Mortgagee to Mortgagor pursuant to the Third Amendment to Original Credit Agreement.

D. Mortgagor and Mortgagee entered into a certain Amended and Restated Credit Agreement dated as of December 8, 2003 (the "**First Amended and Restated Credit Agreement**"), pursuant and subject to the terms and conditions of which the Prior Credit Agreement was amended and restated in its entirety. The First Amended and Restated Credit Agreement was amended by that certain First Amendment to Credit Documents dated as of February 15, 2005 (the "**First Amendment to First Amended and Restated Credit Agreement**") between Mortgagor and Mortgagee, and by that certain Second Amendment to Credit Documents dated as of December 2, 2005 (the "**Second Amendment to First Amended and Restated Credit Agreement**") between Mortgagor and Mortgagee (the First Amended and Restated Credit Agreement, as amended by the First Amendment to First Amended and Restated Credit Agreement and by the Second Amendment to First Amended and Restated Credit Agreement, hereinafter is referred to as the "**Existing Credit Agreement**"), pursuant and subject to the terms and conditions of which Mortgagee extended certain loans and other financial accommodations to Mortgagor from time to time, all of which were secured on a *pari passu* basis.

E. In connection with the execution and delivery of the First Amended and Restated Credit Agreement, the Original Mortgage, as amended by the First Mortgage Amendment, was amended by that certain Second Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement dated as of December 8, 2003 executed and delivered by Mortgagor to Mortgagee and recorded in the Office of the Cook County Recorder on December 19, 2003 as Document No. 0335342133 (the "**Second Mortgage Amendment**") (the Original Mortgage, as amended by the First Mortgage Amendment and as further amended by the Second Mortgage Amendment, hereinafter is referred to as the "**Mortgage**") in order to extend the lien of the Original Mortgage, as amended by the First Mortgage Amendment, to cover an additional \$1,500,000 mortgage loan (the "**Second Mortgage Loan**") extended by Mortgagee to Mortgagor pursuant to the First Amended and Restated Credit Agreement. The Second Mortgage Loan was repaid in full on or about April 1, 2005.

F. Mortgagor and Mortgagee have entered into a Second Amended and Restated Credit Agreement of even date herewith (such Second Amended and Restated Credit Agreement, as the same may be amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "**Credit Agreement**"), pursuant and subject to the terms and conditions of which (i) the Existing Credit Agreement has been amended and restated in its entirety and (ii) which Mortgagee has agreed to extend certain loans and other financial accommodations to Mortgagor from time to time, all of which are secured on a *pari passu* basis.

G. Pursuant and subject to the terms and conditions of the Credit Agreement, Mortgagee has agreed to increase the outstanding principal balance of the original term loan made by Mortgagee to Mortgagor on March 2, 2001 to \$15,000,000 and to reduce the revolving line of credit provided by

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Mortgagee to Mortgagor to \$7,000,000. The proceeds of such increase in the term loan from Mortgagee to Mortgagor are being used by Mortgagor to repay in full the outstanding principal balance of the Mortgage Loan and all accrued and unpaid interest thereon and to reduce the outstanding principal balance of the revolving line of credit extended by Mortgagee to Mortgagor.

H. One of the conditions precedent to the obligations of Mortgagee under the Credit Agreement is the execution and delivery by Mortgagor of this Amendment, in order to extend the lien of the Mortgage to the loans and other financial accommodations to be provided by Mortgagee to Mortgagor under the Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby agrees to and for the benefit of Mortgagee as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made a part hereof and are acknowledged by Mortgagor to be true and correct.

2. **Defined Terms.** Capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

3. **Notice of Additional Indebtedness.** In addition to the loans described in the Mortgage, Mortgagee has agreed to (i) increase the Term Loan to \$15,000,000 and (ii) reduce the Revolving Loan Commitment to \$7,000,000. The increased Term Loan is evidenced by a Term Loan Note in the principal amount of \$15,000,000 of even date herewith made by Mortgagor in favor of Mortgagee. The reduced Revolving Loan Commitment is evidenced by a Revolving Loan Note in the principal amount of \$7,000,000 of even date herewith made by Mortgagor in favor of Mortgagee. The outstanding principal balance of the Mortgage Loan, together with all accrued and unpaid interest thereon, will be repaid in full with the proceeds of the increase in the Term Loan. The outstanding principal balance of the Second Mortgage Loan, together with all accrued and unpaid interest thereon, was repaid in full on or about April 1, 2005. Mortgagor intends that the Mortgage shall secure the Revolving Loan up to \$7,000,000 and the Term Loan up to \$15,000,000, in addition to the other indebtedness described in the Mortgage.

4. **Amendments to Mortgage.** Sections 3.1 and 3.2 of the Mortgage are deleted in their entirety and the following are substituted therefor:

3.1 Future Advances. This Mortgage is given to, and shall, secure not only Mortgagor's Obligations which exist as of the Closing Date, but also all the payment of the Revolving Loan and the Term Loan and the payment of any and all other Future Advances, whether such Revolving Loan and Term Loan or other Future Advances are obligatory or are to be made at the option of Mortgagee.

3.2 Limitation on Amount Secured. The total amount of Debt secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed the sum of (i) \$44,000,000, plus (ii) interest thereon, plus (iii) any Imposts, plus (iv) any amounts paid by Mortgagee pursuant to **Section 10.2** hereof, plus (v) all costs and expenses incurred by Mortgagee in enforcing its rights and remedies under this Mortgage, plus (vi) interest on the disbursements described in clauses (iii), (iv) and (v) preceding, which interest shall be calculated at the applicable Default Rate."

5. **Ratification of Mortgage.** Mortgagor ratifies, reaffirms and confirms each and every one of its obligations and agreements under the Mortgage, and agrees that such obligations and agreements shall continue in full force and effect and extend to the Mortgage Loan. Mortgagor represents and warrants to Mortgagee that the representations and warranties of Mortgagor contained in Article IV of the Mortgage are true and correct as of the date of this Amendment.

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6. **References.** Mortgagor agrees that all references in the Mortgage to (i) the Original Credit Agreement shall be deemed to refer to the Credit Agreement and (ii) a term defined in the Credit Agreement shall be deemed to refer to such defined term, as amended by any and all amendments to, modifications of, supplements to and restatements of the Credit Agreement entered into between Mortgagor and Mortgagee from time to time.

7. **No Defenses.** Mortgagor acknowledges and agrees that it has no defense, offset or counterclaim with respect to the payment of any sum owed to Mortgagee, or with respect to the performance or observance of any warranty or covenant contained in the Mortgage or the other Credit Documents heretofore, now or hereafter executed and delivered in connection therewith.

8. **Reliance.** Mortgagor acknowledges that Mortgagor is relying on this Amendment in entering into the Credit Agreement.


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IN WITNESS WHEREOF, this Third Amendment to Mortgage, Assignment of Leases and Rents, and Security Agreement has been duly executed by Mortgagor by its duly authorized representative as of the day and year first above written.


VIENNA BEEF LTD., an Illinois corporation

By: 
Richard A. Steele
Senior Vice President and Chief Financial Officer

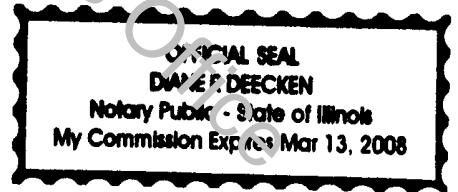
STATE OF ILLINOIS)
)
) SS:
COUNTY OF COOK)

On this 17th day of March, 2006, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared Richard Steele, to me known to be the Senior Vice President and Chief Financial Officer of Vienna Beef Ltd., an Illinois corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he is the Senior Vice President and Chief Financial Officer of such corporation, that the signature to said instrument was made by the Senior Vice President and Chief Financial Officer of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.


NOTARY PUBLIC in and for said State and County

My commission expires: March 13, 2008



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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

That part of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 14, east of the Third Principal Meridian, lying west and south of the north branch of the Chicago River, north of Fullerton Avenue, northeast of Elston Avenue and east of the east line of Robey Street, now known as Damen Avenue, as now located, except the following:

Lots 15 to 22, both inclusive, in Block 8 of Fullerton's Addition to Chicago in said southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ and also excepting the street and alley adjoining said lots on the east and north; also excepting that part thereof lying east of the following described line:

Commencing at the northeast corner of Fullerton and Wolcott Avenues, being also the southwest corner of vacated Block 10 in said Fullerton's Addition; thence north 00 degrees, 24 minutes west in the east line of said Wolcott Avenue, a distance of 141.00 feet to a point in the north line of the east and west 16-foot alley in said Block 8, extended to the east line of said Wolcott Avenue; thence west in the north line of said alley extended east, a distance of 37.80 feet; thence north 17 degrees, 30 minutes east, a distance of 277.17 feet; thence north 03 degrees, 07 minutes east, a distance of 117.64 feet to the southeast corner of a brick building; thence north 04 degrees, 51 minutes west along the easterly face of said brick building and the same extended northerly, a distance of 47.83 feet; thence north 03 degrees, 03 minutes, 36 seconds west to the thread of the north branch of the Chicago River, in Cook County, Illinois.

Parcel 2:

Lot 15 in Block 8 in Fullerton's Addition to Chicago, said Fullerton Addition being a subdivision of part of the southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 14, east of the Third Principal Meridian, lying west of the north branch of the Chicago River and that part of the north $\frac{1}{2}$ of the northeast $\frac{1}{4}$ of Section 31, Township 40 North, Range 14, east of the Third Principal Meridian, lying west of the Chicago River and west of the Chicago and Northwestern Railroad, in Cook County, Illinois.

Parcel 3:

Lot 16 in Block 8 in Fullerton's Addition to Chicago, being a subdivision of the southeast $\frac{1}{4}$ of Section 30, and of the northeast $\frac{1}{4}$ of Section 31, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Lots 23 and 24 in Block 8 in Fullerton's Addition to Chicago, being a subdivision of the southeast $\frac{1}{4}$ of Section 30, and of the northeast $\frac{1}{4}$ of Section 31, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

Lot 20 in Block 8 in Fullerton's Addition to Chicago, being a subdivision of the southeast $\frac{1}{4}$ of Section 30, and of the northeast $\frac{1}{4}$ of Section 31, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6:

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Lots 27, 31 and 32 in Block 8 in Fullerton's Addition to Chicago, being a subdivision of the southeast $\frac{1}{4}$ of Section 30, and of the northeast $\frac{1}{4}$ of Section 31, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7:

Lot 18 in Block 8 in Fullerton's Addition to Chicago, being a subdivision of the southeast $\frac{1}{4}$ of Section 30, and of the northeast $\frac{1}{4}$ of Section 31, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 8:

Lots 28, 29 and 30 in Block 8 in Fullerton's Addition to Chicago, being a subdivision of the southeast $\frac{1}{4}$ of Section 30, and of the northeast $\frac{1}{4}$ of Section 31, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 9:

Lot 19 in Block 8 in Fullerton's Addition to Chicago, being a subdivision of the southeast $\frac{1}{4}$ of Section 30, and of the northeast $\frac{1}{4}$ of Section 31, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 10:

Lot 21 in Block 8 in Fullerton's Addition to Chicago, being a subdivision of the southeast $\frac{1}{4}$ of Section 30, and of the northeast $\frac{1}{4}$ of Section 31, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 11:

Lots 25 and 26 in Block 8 in Fullerton's Addition to Chicago, being a subdivision of the southeast $\frac{1}{4}$ of Section 30, and of the northeast $\frac{1}{4}$ of Section 31, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Common Address of Premises:

2501 North Damen Avenue
Chicago, Illinois

1902, 1904, 1906, 1908, 1910, 1912, 1916,
1918, 1920-1922 and 1926-1928
W. Fullerton Avenue, Chicago, Illinois

2401 and 2407 Elston Avenue
Chicago, Illinois

Tax Identification Numbers:

14-30-401-003
14-30-401-004
14-30-401-005
14-30-401-006
14-30-401-007
14-30-401-008

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Tax Identification Numbers continued:

14-30-401-009
14-30-401-011
14-30-401-012
14-30-401-013
14-30-401-014
14-30-401-016
14-30-401-017
14-30-401-019

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Michael L. Owen, Esq.
Bell, Boyd & Lloyd, L.L.C.
70 West Madison
Suite 3300
Chicago, Illinois 60602-4267

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