



Doc#: 0627642150 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/03/2006 01:05 PM Pg: 1 of 13

This Document Prepared By
and After Recording Return To:

Nathan Odem
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

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RECORDER'S USE ONLY

**THIRD SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS**

Dated as of September 29, 2006

FROM

ALPHA BAKING CO., INC.,
an Illinois corporation

Address: 4545 West Lyndale Avenue
Chicago, Illinois 60639

To

HARRIS N.A. (as successor by merger to Harris Trust and Savings Bank),
an Illinois banking corporation, for itself and as agent

Address: 111 West Monroe Street
Chicago, Illinois 60603

7971148, PLS, D1

Box 400-CTCC

Location of Property:

Chicago, Illinois

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THIRD SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This Third Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of September 29, 2006 (the "*Supplement*") between Alpha Baking Co., Inc., an Illinois corporation with its principal place of business and mailing address at 4545 West Lyndale Avenue, Chicago, Illinois 60639 (hereinafter referred to as the "*Mortgagor*"), and Harris N.A. (as successor by merger to Harris Trust and Savings Bank), a national banking association with its principal place of business at 111 West Monroe Street, Chicago, Illinois 60603 ("*Harris*"), acting as agent hereunder for the Secured Creditors (Harris acting as such agent and any successor or successors to Harris in such capacity being hereinafter referred to as "*Mortgagee*");

WITNESSETH THAT:

WHEREAS, the Mortgagor did heretofore execute and deliver to the Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of December 6, 2001, and recorded in the Recorder's Office of Cook County, Illinois on December 11, 2001, as Document No. 0011167312 (the "*Original Mortgage*"), as supplemented by that certain First Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of March 9, 2005, and recorded in the Recorder's Office of Cook County on March 18, 2005, as Document No. 0507703040 (the "*First Supplement*"), and also as supplemented by that certain Second Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of March 16, 2006, and recorded in the Recorder's Office of Cook County on August 17, 2006, as Document No. 0622932062 (the "*Second Supplement*," and together with the Original Mortgage and First Supplement, collectively referred to herein as the "*Mortgage*"), in order to secure certain indebtedness, whether now outstanding or hereafter incurred, of the Mortgagor described therein relating to that certain Credit Agreement dated as of December 6, 2001, among the Mortgagor, certain Guarantors from time to time a party thereto, the Mortgagee and the Lenders from time to time party thereto (said Credit Agreement, as the same may be amended, modified or restated from time to time, being hereinafter referred to as the "*Original Credit Agreement*"); and

WHEREAS, the Mortgagee and the Lenders from time to time party thereto, the Mortgage currently secures (i) a revolving credit facility (the "*Revolving Credit*") with advances under the Revolving Credit evidenced by Revolving Notes of Mortgagor aggregating \$10,000,000, payable to the order of the respective Lender named thereon and maturing no later than December 6, 2006, and bearing interest thereon at the rates and payable at the times provided in the Original Credit Agreement (the "*Existing Revolving Notes*"), (ii) a term loan facility (the "*Existing Term Credit*") with advances under the Existing Term Credit evidenced by Term Notes of the Mortgagor aggregating \$13,999,950 (as of the date hereof the outstanding principal amount is \$6,349,950), payable to the order of the respective Lender named thereon and maturing no later than December 6, 2006, and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (the "*Existing Term Notes*"), (iii) a letter of credit (the "*Bond Letter of Credit*") in support of the City of La Porte, Indiana Variable Rate Demand Industrial Development Revenue Refunding Bonds (Alpha Baking Co., Inc. Project), Series 2001 (the

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"Bonds"), which Bond Letter of Credit shall have a stated amount not to exceed \$2,130,000 and a termination date of November 16, 2006, that may be extended to November 1, 2018, (iv) revolving letters of credit that Harris has issued or may from time to time issue (the "*Revolving Letters of Credit*" and, together with the Bond Letter of Credit, the "*Letters of Credit*") for the account of Mortgagor with expiry dates on or before the Revolving Credit Termination Date in an aggregate face amount which, when combined with the principal amount of loans outstanding under the Revolving Credit from time to time, shall not at any one time exceed \$10,000,000, and (v) any Hedging Liability (as such term is defined in the Mortgage);

WHEREAS, the parties to the Original Credit Agreement have, concurrently herewith, entered into that certain Amended and Restated Credit Agreement dated as of September 29, 2006 (as the same may be amended, supplemented, or restated, the "*Credit Agreement*"), among the Mortgagor, certain Guarantors from time to time a party thereto, the Mortgage and the Lenders from time to time party thereto, which amends the Original Credit Agreement to, among other things, (i) continue to make available and extend the maturity of the Revolving Credit in an aggregate principal and equal to \$10,000,000 with advances under the Revolving Credit to be evidenced by Revolving Notes of the Mortgagor aggregating \$10,000,000, payable to the order of the respective Lender named thereon and maturing no later than September 29, 2011, and bearing interest thereon at the rates and at times provided in the Credit Agreement (such promissory notes and any and all promissory notes issued in renewal thereof or in substitution or replacement therefor being herein collectively referred to as the "*Revolving Notes*" and individually as the "*Revolving Note*"), and (ii) increase the Existing Term Credit by \$3,650,050 (the "*New Term Credit*") with advances under the New Term Credit to be evidenced by Term Notes of the Mortgagor aggregating \$10,000,000, payable to the order of the respective Lender named therein and maturing no later than September 29, 2011, and bearing interest thereon at the rates and times provided in the Credit Agreement (such promissory notes and any and all other promissory notes issued in renewal thereof or in substitution or replacement therefore being herein collectively referred to as the "*Term Notes*," and individually as the "*Term Note*," and the Revolving Notes and Term Notes being herein collectively referred to as the "*Notes*" and individually as the "*Note*"); and

WHEREAS, the Mortgagor and its subsidiaries may from time to time enter into one or more agreements with the Lenders and/or their affiliates with respect to the execution or processing of electronic transfer of funds by automatic clearing house transfer, wire transfer or otherwise to or from any deposit account of the Mortgagor now or hereafter maintained with any of the Lenders and/or their affiliates, the acceptance for deposit or the honoring for payment of any check, draft or other item with respect to any such deposit accounts, and other deposit, disbursement, and cash management services afforded to the Mortgagor by any of the Lenders and/or their affiliates (the liability of the Mortgagor in respect of such arrangements being hereinafter referred to as "*ACH and Overdraft Liability*"); and

WHEREAS, as a condition precedent to entering into the Credit Agreement and making certain other financial accommodations to the Mortgagor, the Mortgagee and the Lenders require the Mortgagor, and to accommodate that requirement the Mortgagor desires by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of the Mortgagor which are currently subject to the lien of the Mortgage be and constitute

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collateral security for the indebtedness which is evidenced by the Notes, the applications for the Letters of Credit and the Hedging Liability; and

WHEREAS, the Mortgage is to continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for and in consideration of the execution and delivery by the Lenders of the Credit Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee do hereby mutually promise and agree as follows, to wit:

To secure (i) payment of all principal of and interest and premium on the Notes (ratably among the Notes without preference or priority to one over the others) as and when the same become due and payable (whether by lapse of time, acceleration or otherwise) and all advances now or hereafter evidenced thereby, (ii) the payment and performance of all obligations arising under any applications executed by the Mortgagor in connection with any of the Letters of Credit, including the obligation of the Mortgagor to reimburse the Mortgagee for any draws under the Letters of Credit, (iii) payment of all fees and charges payable by the Mortgagor under the terms of the Credit Agreement, (iv) any and all liability of the Mortgagor arising under or in connection with or otherwise evidenced by agreements with any one or more of the Secured Creditors with respect to any Hedging Liability and ACH and Overdraft Liability, (v) payment of all other sums at any time due or owing from or required to be paid by the Mortgagor under the terms of the Mortgage and the performance and observance of all the covenants and agreements in the Mortgage provided to be performed or observed by the Mortgagor, and (vi) the performance and observance of all covenants and agreements contained in the Mortgage or in the Notes or in the Credit Agreement or in any other instrument or document at any time evidencing or securing any of the foregoing indebtedness, obligations or liabilities or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities referred to in clauses (i), (ii), (iii), (iv), (v) and (vi) above being hereinafter collectively referred to as the "*indebtedness hereby secured*"), the Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto the Mortgagee, its successors and assigns, and does hereby grant to the Mortgagee, its successors and assigns, a security interest in, all and singular that certain real estate lying and being in Cook County in the State of Illinois described on Schedule I attached hereto and made a part hereof, together with all of the properties, rights, interests and privileges described in Granting Clauses I through VII, both inclusive, of the Mortgage, each and all of such Granting Clauses being hereby incorporated by reference herein with the same force and effect as though set forth herein in their entirety. The foregoing grant of a lien is in addition to and supplemental of and not in substitution for the grant of the lien created and provided by the Mortgage, and nothing herein contained shall affect or impair the lien or priority of the Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

In order to induce the Lenders to enter into the Credit Agreement and to induce the Mortgagee to accept this Supplement, the Mortgagor hereby further covenants and agrees with, and represents and warrants to, the Mortgagee as follows:

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1. It is hereby agreed that all the indebtedness evidenced by the Notes and the other indebtedness hereby secured shall be secured by the Mortgage in the same manner as if such indebtedness had been specifically described therein as indebtedness secured thereby.

2. The Mortgagor hereby represents and warrants to the Mortgagee that as of the date hereof and after giving effect to the Credit Agreement, each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct and no event of default as defined in the Mortgage as supplemented hereby, or any other event which with the lapse of time, the giving of notice or both would constitute such an event of default, has occurred and its continuing or shall result after giving effect to this Supplement. The Mortgagor hereby repeats and reaffirms all covenants contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

3. All of the provisions, stipulations, powers and covenants contained in the Mortgage as supplemented and amended hereby shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby.

4. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage as supplemented hereby shall have the same meanings in the Mortgage as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "*indebtedness hereby secured*" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby; all references in the Mortgage to the Revolving Notes shall be deemed to be references to the Revolving Notes; all references in the Mortgage to the Existing Term Notes shall be deemed to be references to the Term Notes; all references to the term "*Notes*" contained in the Mortgage shall be deemed references to the Notes as such term is defined herein; and all references in the Mortgage to the Credit Agreement shall be deemed references to the Credit Agreement as the same may from time to time be further modified or amended.

5. The Mortgagor acknowledges and agrees that the Mortgage as supplemented hereby is and shall remain in full force and effect, and that the Mortgaged Premises are and shall remain subject to the lien and security interest granted and provided for by the Mortgage as supplemented hereby for the benefit and security of all the indebtedness hereby secured, including without limitation the Notes. Without limiting the foregoing, the Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies under the Mortgage of the Mortgagee, (ii) all obligations of the Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgment and continuation of the rights, remedies, lien and security interest in

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favor of the Mortgagee, and the obligations of the Mortgagor to the Mortgagee, which exist under the Mortgage as supplemented hereby.

6. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

7. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of the Mortgagor, the Mortgagee, or by or on behalf of any Secured Creditor or other holder or holders of the indebtedness hereby secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

8. This Supplement is supplementary to the Mortgage. All provisions of the Mortgage, the Credit Agreement and the Notes, including the right to declare the principal and accrued interest due thereon for any cause specified therein, shall remain in full force and effect, it being the expressed intent of the parties that the indebtedness heretofore described is not discharged but merely modified pursuant to the terms of the Credit Agreement.


9. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be deemed to be a reference to the Mortgage as supplemented and amended hereby. The creation of this Supplement, the perfection of the lien or security interest in the Mortgaged Premises, and the rights and remedies of the Mortgagee with respect to the Mortgaged Premises, as provided herein and by the laws of the state in which the Mortgaged Premises are located, shall be governed by and construed in accordance with the internal laws of the state in which the Mortgaged Premises are located without regard to principles of conflicts of law. OTHERWISE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MORTGAGE, THE CREDIT AGREEMENT, THE NOTES, THE LETTERS OF CREDIT AND ALL OTHER OBLIGATIONS OF THE MORTGAGOR SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed and sealed the day and year first written above.

ALPHA BAKING CO., INC.

By 
Robert G. Cruice, Vice President

Accepted and agreed to as of the date first above written.

HARRIS N.A. (as successor by merger to Harris Trust and Savings Bank), as Mortgagee

By
William Thomson, Vice President

Property of Cook County Clerk's Office

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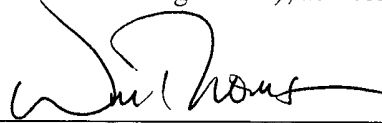
IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed and sealed the day and year first written above.

ALPHA BAKING CO., INC.

By _____
Robert G. Cruice, Vice President

Accepted and agreed to as of the date first above written.

HARRIS N.A. (as successor by merger to Harris Trust and Savings Bank), as Mortgagee

By  _____
William Thomson, Vice President

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert G. Cruice, Vice President, of Alpha Baking Co., Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 26th day of September, 2006.

Earline Bickhem

 Notary Public

Earline Bickhem

(Notarial Seal)

Commission Expires:



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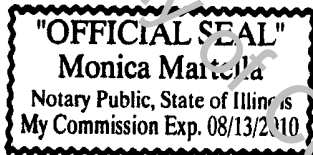
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, Notary Public in and for said County, in the State aforesaid, do hereby certify that William Thomson, Vice President of Harris N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 25 day of September, 2006.

Monica Martella

Notary Public



(Type or Print Name)

(Notarial Seal)

Commission Expires:

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SCHEDULE I

LEGAL DESCRIPTION

PARCEL 1:

THE WEST 5 FEET OF LOT 14 AND LOTS 15 TO 21 INCLUSIVE IN HETZEL'S SUBDIVISION OF LOT 168 IN SCHOOL TRUSTEES' SUBDIVISION OF THAT PART NORTH OF RAILROAD IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 21 BOTH INCLUSIVE IN THE SUBDIVISION OF LOTS 182 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO, THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1 TO 21;

ALSO, LOTS 183 AND 184 IN SCHOOL TRUSTEE'S SUBDIVISION AFORESAID AND THAT PART OF A STRIP OF LAND WHICH LIES SOUTHERLY OF THE SOUTHERLY LINE OF SAID LOT 184 AND NORTHERLY OF THE NORTHERLY LINE OF ABANDONED RIGHT OF WAY OF THE CHICAGO, ST. CHARLES AND MISSISSIPPI AIRLINE RAILROAD COMPANY LYING EAST OF THE WEST LINE EXTENDED SOUTH AND WEST OF THE EAST LINE EXTENDED SOUTH OF SAID LOT 184, ALL OF THE FOREGOING BEING TAKEN AS A TRACT, EXCEPTING FROM SAID DESCRIBED TRACT THE WEST 170.29 FEET AS MEASURED PERPENDICULARLY TO THE WEST LINE THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 170.29 FEET (MEASURED AT RIGHT ANGLES TO THE WEST LINE) OF THAT PART LYING WEST OF A LINE DRAWN NORTHERLY AND SOUTHERLY, AND MIDWAY BETWEEN THE WEST LINE AND THE EAST LINE OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS ONE TRACT:

A) LOTS 1 TO 21 BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 182 IN SCHOOL TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

B) THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1 TO 21 AND WEST OF THE EAST LINE OF SAID LOT 1, EXTENDED SOUTHERLY AND EAST OF THE WEST LINE OF SAID LOT 21, EXTENDED SOUTHERLY; AND

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C) LOTS 183 AND 184 IN SCHOOL TRUSTEES SUBDIVISION AFORESAID TOGETHER WITH THE WEST 170.29 FEET (MEASURED AT RIGHT ANGLES TO THE WEST LINE) OF THE STRIP OF LAND WHICH LIES SOUTHERLY OF THE SOUTHERLY LINE OF LOT 184 IN SCHOOL TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND NORTHERLY OF THE NORTHERLY LINE OF THE ABANDONED RIGHT OF WAY OF THE CHICAGO, ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD COMPANY AND EAST OF THE WEST LINE, EXTENDED SOUTH, OF SAID LOT 184, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 180 AND 181 (EXCEPT PARTS TAKEN OR USED FOR STREETS) IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION**

PERM TAX#

16-16-400-016-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 4

16-16-400-017-0000

UNPAID THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 4

16-16-400-018-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 4

16-16-400-019-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 4

16-16-408-008-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 2

16-16-408-010-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 2

16-16-408-012-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 2

16-16-408-013-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 3

16-16-408-014-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 3

16-16-408-015-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 3

16-16-408-016-0000

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16-16-408-017-0000

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16-16-408-018-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 3

16-16-409-039-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 1

16-16-409-040-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 1

16-16-409-041-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 1

16-16-409-042-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 1

16-16-409-043-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 1

16-16-409-044-0000

UNPAID THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 1

16-16-409-095-0000

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PART PARCEL 1

Address:

501 West Polk Street
Chicago, Illinois

PIN:

Property Address: 4545 West Lyndale Avenue
Chicago, Illinois 60639