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This instrument was prepared by
~~and after recording please return to:~~
Winston & Strawn LLP
35 West Wacker Drive
Chicago, Illinois 60601
Attn: Jared Feehan

Doc#: 0633944020 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/05/2006 11:08 AM Pg: 1 of 11

AMENDMENT TO LEASEHOLD MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

THIS FIRST AMENDMENT TO LEASEHOLD MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS (this "Amendment") is dated as of November 30, 2006 by and between SVT, LLC an Indiana limited liability company, as mortgagor, having an office at 2244 45th Street, Highland, Indiana 46322 (the "Mortgagor") and LASALLE BANK NATIONAL ASSOCIATION, as mortgagee, with an office at 135 South LaSalle Street, Chicago, Illinois 60603 individually and as Administrative Agent for the benefit of the Lenders (in such capacity, together with its successors, substitutes and assigns, "Mortgagee").

RECITALS

A. Mortgagor entered into and delivered that certain Leasehold Mortgage and Security Agreement with Assignment of Rents dated as of October 31, 2002 (the "Mortgage"), encumbering certain real property located in Cook County, Illinois and more particularly described on Exhibit A attached hereto, for the benefit of the banks referred to in that certain Credit Agreement dated October 2, 2002 by and among Central Grocers, Inc., Strack and Van Til Super Market, Inc., Sterk's Super Foods, Inc. and Mortgagor (collectively, the "Original Borrowers"), Mortgagee, as Administrative Agent and the banks party thereto (as amended, supplemented, restated or otherwise modified from time to time, the "Original Credit Agreement"), which Mortgage was recorded on January 10, 2003 in the Recorder's Office of Cook County, Illinois (the "Recorder's Office") as Document No. 0030048687

B. The Mortgage was given by Mortgagor to secure (a) the indebted hereby secured; (b) the performance of the Borrowers under the Original Credit Agreement and (c) the performance of all of the terms, covenants, conditions, agreements and liabilities contained in the Mortgage and the other Loan Documents.

C. As of the date hereof, Central Grocers, Inc. ("Borrower") and Mortgagee as Administrative Agent for the Lenders are entering into that certain Amended and Restated Credit Agreement dated as of even date herewith (collectively the "Restated Credit Agreement").

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D. As of the date hereof, Mortgagor and Mortgagee, as Administrative Agent for the Lenders, are entering into that certain Guaranty and Collateral Agreement (the "Guaranty") whereby Mortgagee has agreed to guaranty the obligations of Borrower under the Restated Credit Agreement.

E. Mortgagor and Mortgagee now desire to amend the Mortgage in certain respects to reflect the Restated Credit Agreement.

F. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Restated Credit Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Restated Credit Agreement, the Guaranty the sum of Ten and 00/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Each of the recitals set forth above are incorporated herein.
2. The term "Mortgage" as set forth in the Mortgage, shall be deemed to mean the Mortgage, as amended pursuant to this Amendment, as the same may be hereafter further amended, supplemented, restated or otherwise modified from time to time.
3. The second and third WHEREAS clauses shall be deleted and replaced with the following:

"WHEREAS, Mortgagor is a party to that certain Secured Credit Agreement dated as of October 31, 2002 (as amended, supplemented, modified or restated, the "*Original Credit Agreement*"), among itself, as a "Borrower", Central Grocers, Inc., as a "Borrower", Strack and Van Til Super Market, Inc., as a "Borrower", Sterk's Super Foods, Inc., as a "Borrower", Mortgagee, certain banks from time to time party thereto (each such bank individually, an "*Original Lender*" and collectively, the "*Original Lenders*"), Harris Trust and Savings Bank, as "Documentation Agent" and National City Bank, as "Syndication Agent", pursuant to which the Original Lenders committed, subject to the terms and conditions more particularly specified therein, (i) to make a \$40,000,000 revolving credit facility (the "*Original Revolving Credit*") available to the Borrowers (as defined in the Credit Agreement), and (ii) to make a \$40,000,000 term credit facility (the "*Original Term Credit*") available to the Borrowers in the form of term loans;

WHEREAS, all borrowings under the Revolving Credit were to be evidenced by Secured Revolving Credit Notes of the Mortgagor aggregating \$40,000,000, dated of even date herewith, payable to the order of the respective Original Lender

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named thereon and maturing in no event later than October 31, 2007 and bearing interest thereon at the rates and payable at the 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 hereinafter referred to collectively as the "*Original Revolving Notes*" and, individually, as an "*Original Revolving Note*"), and all borrowings under the Term Credit were to be evidenced by Secured Term Credit Notes of the Mortgagor, aggregating \$40,000,000 dated of even date herewith, payable to the order of the respective Lender named thereon and maturing in no event later than October 31, 2007 and bearing interest thereon at the rates and payable at the 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 hereinafter referred to collectively as the "*Original Term Notes*" and, individually, as an "*Original Term Note*," and the Term Notes and Revolving Notes being hereinafter referred to collectively as the "*Original Notes*" and, individually, as an "*Original Note*");

WHEREAS, as of even date hereof, the Original Credit Agreement is being amended and restated in its entirety by that certain Credit Agreement (the "*Credit Agreement*") among Central Grocers, Inc. ("*Borrower*") and Mortgagee, as Administrative Agent for the lenders a party thereto (the "*Lenders*"); (i) to extend and increase the revolving credit facility in the amount of \$100,000,000.00 (the "*Revolving Credit*") available to the Borrower, and (ii) to extend and increase the term credit facility in the amount of \$50,000,000 (the "*Term Credit*") available to the Borrowers in the form of term loans;

WHEREAS, all borrowings under the Revolving Credit and the Term Credit are to be evidenced by amendments to the Original Notes by the Borrower payable to the order of the Administrative Agent and maturing on November 30, 2011 and bearing interest thereon at the rates and payable at the 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 hereinafter referred to collectively as the "*Notes*" and, individually, as a "*Note*");

WHEREAS, as of even date hereof, Mortgagor and Mortgagee, as Administrative Agent for the Lenders, are entering into that certain Guaranty and Collateral Agreement whereby Mortgagor has agreed to guaranty all of Borrower's Obligations under the Credit Agreement including the indebtedness evidenced by the Notes."

4. The Mortgage shall secure, in addition to those items listed in the "Now, THEREFORE" clause, all of the Obligations (as defined in the Restated Credit Agreement) of the Borrower under the Restated Credit Agreement and all of the Secured Obligations of the Mortgagor under the Guaranty.

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5. The Mortgage shall remain in full force and effect as originally executed and delivered by Mortgagor, except as expressly modified and amended herein. Mortgagor hereby confirms and reaffirms all of its obligations under the Mortgage.

6. In the case of conflict between the Mortgage and this Amendment, this Amendment shall prevail.

7. In the event any provision of this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

8. This Amendment inures to the benefit of and is binding upon the parties hereto and their respective successors and assigns.

9. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Amendment has been duly authorized and has been executed by the Mortgagor and Mortgagee on the date first above written.

MORTGAGOR:

SVT, LLC,
an Indiana limited liability company

By: *David Williams*

Name: *David Williams*

Title: *President*

Property of Cook County Clerk's Office

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MORTGAGEE:

LASALLE BANK NATIONAL
ASSOCIATION

By: John C. Thurston

Name: JOHN C. THURSTON

Title: SVP

Property of Cook County Clerk's Office

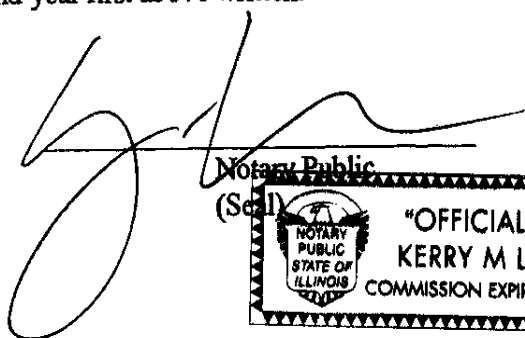
AFTER RECORDING RETURN TO:
HILDA BARBOSA
FIRST AMERICAN TITLE INS CO
30 NORTH LASALLE ST., STE # 310
CHICAGO, IL 60602

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 27th day of November, 2006 before me, the undersigned, a Notary Public in and for the State of Illinois, personally known, who, being by me duly sworn, did say that he *DAVID WIKINSKI, the President of SUT, LLC, and that the instrument was signed and sealed by him on behalf of said LLC, and that the foregoing signatory acknowledged the execution of the instrument to be the voluntary act and deed of said LLC.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public
(Seal)



My commission expires: _____

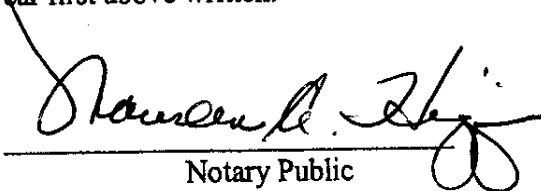
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

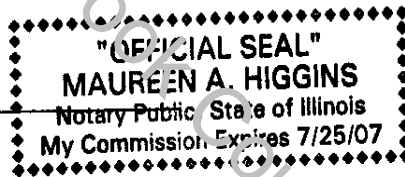
On this 30TH day of NOVEMBER, 2006 before me, the undersigned, a Notary Public in and for the State of Illinois, personally known, who, being by me duly sworn, did say that he is JOHN C. THURSTON, the SENIOR VICE PRESIDENT of LASALLE BANK NATIONAL ASSOCIATION, and that the instrument was signed and sealed by him on behalf of said national association, and that the foregoing signatory acknowledged the execution of the instrument to be the voluntary act and deed of said national association.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public
(Seal)

My commission expires: _____



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 32, THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 32, A DISTANCE OF 160.00 FEET TO THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED TO SANITARY DISTRICT OF CHICAGO, CORPORATION OF ILLINOIS BY WARRANTY DEED DATED SEPTEMBER 30, 1911 AND RECORDED OCTOBER 25, 1911 IN BOOK 11716, PAGE 334 AS DOCUMENT NUMBER 4854850; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 32, A DISTANCE OF 71.42 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 17 SECONDS EAST, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF ASHLAND AVENUE PER ORDERS ENTERED IN CONDEMNATION CASES 74L17029 AND 92LS1309 ON JANUARY 14, 1976 AND NOVEMBER 30, 1994 RESPECTIVELY; TRAVELING THENCE ALONG SAID EAST RIGHT-OF-WAY OF ASHLAND AVENUE THE FOLLOWING TWO (2) COURSES: 1) NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST, A DISTANCE OF 42.61 FEET; THENCE 2) NORTH 02 DEGREES 22 MINUTES 20 SECONDS EAST, A DISTANCE OF 233.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY OF ASHLAND AVENUE THE FOLLOWING TWO (2) COURSES: 1) NORTH 02 DEGREES 22 MINUTES 20 SECONDS EAST, A DISTANCE OF 6.80 FEET; THENCE 2) NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST, A DISTANCE OF 38.20 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY OF ASHLAND AVENUE, NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST, A DISTANCE OF 223.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST, A DISTANCE OF 202.50 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST, A DISTANCE OF 31.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 55 SECONDS EAST, A DISTANCE OF 438.50 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS WEST, A DISTANCE OF 11.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST, A DISTANCE OF 191.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS WEST, A DISTANCE OF 233.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32 AFORESAID AND THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 32; RUNNING THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST ALONG SAID EAST LINE OF THE WEST 1/2, A DISTANCE OF 43.0 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF VERMONT STREET; RUNNING THENCE NORTH 88 DEGREES 03 MINUTES 23 SECONDS WEST ALONG SAID SOUTH RIGHT-OF-WAY OF VERMONT STREET, A DISTANCE OF 129.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 55 SECONDS EAST, A DISTANCE OF 401.58 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 05 SECONDS WEST, A DISTANCE OF 336.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 55 SECONDS EAST, A DISTANCE OF 112.50 FEET; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST; A DISTANCE OF 435.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST, A DISTANCE OF 351.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF VERMONT STREET AFORESAID; RUNNING THENCE ALONG SAID SOUTH RIGHT-OF-WAY OF VERMONT STREET THE FOLLOWING FIVE (5) CURVES: 1) NORTH 66 DEGREES 12 MINUTES 41 SECONDS EAST, A DISTANCE OF 198.60 FEET TO A POINT OF CURVATURE; THENCE 2) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1106.28 FEET, WHOSE CHORD BEARS NORTH 71 DEGREES 52 MINUTES 11 SECONDS EAST, A DISTANCE OF 231.36 FEET FOR A MEASURED ARC DISTANCE OF 231.78 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND A POINT OF NON-TANGENCY; RUNNING THENCE 3) SOUTH 00 DEGREES 00 MINUTES 23 SECONDS ALONG SAID EAST LINE OF THE WEST 1/2 A DISTANCE OF 10.24 FEET TO A POINT OF CURVATURE; THENCE 4) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1096.28 FEET, WHOSE CHORD BEARS NORTH 84 DEGREES 47 MINUTES 42 SECONDS EAST, A DISTANCE OF 272.82 FEET FOR A MEASURED ARC DISTANCE OF 273.53 FEET TO A POINT OF TANGENCY; THENCE 5) SOUTH 88 DEGREES 03 MINUTES 23 SECONDS EAST, A DISTANCE OF 48.22 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY GRANT OF EASEMENT DATED MARCH 1, 2001 AND RECORDED MARCH 14, 2001 AS DOCUMENT 0010203391 FROM HERITAGE/COMMUNITY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 22, 1971 KNOWN AS TRUST NUMBER 1456 TO MARQUETTE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 15, 1998 KNOWN AS TRUST NUMBER 14467 FOR THE PURPOSE OF SEWER AND UTILITIES OVER THE FOLLOWING DESCRIBED LAND:

THE WEST 30 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH AND ADJACENT TO A TRACT OF LAND CONVEYED TO THE SANITARY DISTRICT OF CHICAGO, CORPORATION OF ILLINOIS BY WARRANTY DEED DATED SEPTEMBER 30, 1911 AND RECORDED OCTOBER 25, 1911 IN BOOK 11716, PAGE 4 AS DOCUMENT 484550 DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF

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THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32, 160 FEET, TO THE NORTHERLY LINE OF SAID TRACT OF LAND CONVEYED TO THE SANITARY DISTRICT OF CHICAGO; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST ALONG SAID WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32, 71.42 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 17 SECONDS EAST 30 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ASHLAND AVENUE FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 32 MINUTES 17 SECONDS EAST, 86.0 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 24 SECONDS WEST, 47.17 FEET, THENCE SOUTH 77 DEGREES 48 MINUTES 49 SECONDS WEST ALONG NORTHERLY LINE OF A TRACT OF LAND CONVEYED TO THE SANITARY DISTRICT OF CHICAGO, A DISTANCE OF 88.63 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ASHLAND AVENUE, THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE 65.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS DATED OCTOBER 11, 2001 AND RECORDED OCTOBER 18, 2001 AS DOCUMENT 0010973450 MADE BY MARQUETTE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 15, 1998 KNOWN AS TRUST NUMBER 14467 FOR THE FOLLOWING PURPOSES:

- A) INGRESS AND EGRESS AND CIRCULATION AND PASSAGE OF VEHICLES OVER AND ACROSS THE EASEMENT AREAS OF EACH PARCEL IS DEFINED THEREIN;
- B) CIRCULATION, PASSAGE AND ACCOMMODATION PEDESTRIANS OVER AND ACROSS THE EASEMENT AREAS OF EACH PARCEL AS DEFINED THEREIN;
- C) INSTALLATION, USE OPERATION, MAINTENANCE, REPAIR, ENLARGEMENT, REPLACEMENT, RELOCATION AND REMOVAL OF COMMON UTILITY FACILITIES;
- D) INSTALLATION, CONSTRUCTION AND MAINTENANCE OF ILLUMINATED PYLON SIGNS OVER THE LOCATIONS SHOWN ON THE SITE PLAN ATTACHED THERETO AND
- E) DISCHARGE OF STORM WATER RUNOFF INTO THE DETENTION/RETENTION BASINS AS DEFINED THEREIN.

Address: 13001 Ashland Avenue
Calumet Park, Illinois

PIN: 25-32-105-021-0000
25-32-105-023-0000
25-32-105-032-0000