



Doc#: 0831718044 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/12/2008 12:40 PM Pg: 1 of 9

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

James B. Gottlieb
Chuhak & Tecson, P.C.
30 South Wacker Drive
Suite 2600
Chicago, Illinois 60606

The Above Space is Reserved for Recorder's Use Only

MORTGAGE MODIFICATION AGREEMENT

This MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made as of the 20th day of October, 2008, by and between BANK OF AMERICA, N.A., as successor by merger to LaSalle Bank National Association ("Mortgagee" or "Lender"), and PRIMAVERA FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership (the "Mortgagor").

RECITALS

A. Lender has amended and modified the Loans it has made to CWM McCook, L.L.C., an Illinois limited liability company ("CWM McCook") and Capitol Wholesale Meats, Inc., an Illinois corporation ("CWM").

B. The Loans made by Lender to CWM McCook and CWM are secured, in part, by the Mortgage and Security Agreement dated as of May 30, 2007 (the "Mortgage") recorded June 13, 2007, with the Recorder of Deeds of Cook County as document no. 0716415089, by which Mortgagor has mortgaged to Lender the Real Estate legally described on Exhibit A attached to this Agreement.

C. Mortgagor, CWM McCook and CWM and Lender desire to amend the Mortgage to reflect that it secures the amended and restated Construction Note and the amended and restated loans made by Lender to CWM.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the Mortgage and Lender that the Mortgage is amended as follows:

1. **Recitals.** The Recitals set forth above are incorporated by this reference in this paragraph 1 as if fully set forth and they are hereby made and integral part of this Agreement.

2. **Definitions.** All capitalized terms used in this Agreement shall have the meanings given to such terms in the Mortgage, unless those terms are otherwise defined herein.

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3. **Amendment and Restatement of Recitals Contained in the Mortgage.** Paragraph (I) and Paragraph (II) of the Recitals contained in the Mortgage are amended and restated in full to read as follows:

“I. Lender has agreed to make loans to CWM MCCOOK, L.L.C., an Illinois limited liability company (“**CWM McCook**”), an affiliate of Mortgagor and extend other financial accommodations to CWM McCook in an aggregate principal amount of \$31,104,000.00. The loan to CWM McCook consists of a construction loan (the “**Construction Loan**”), the outstanding principal balance of which shall not exceed \$31,104,000.00. Certain repayment obligations of CWM McCook with respect to the Construction Loan are evidenced by a certain Amended and Restated Promissory Note, in the principal amount of \$31,104,000.00 (said note, together with all allonges, amendments, supplements, modifications and replacements thereof, being referred to in this Mortgage as the “**Construction Note**”). The terms of the Construction Loan are governed by a certain Construction Loan Agreement dated May 30, 2007 between CWM McCook and Lender (said Construction Loan Agreement, together with all amendments, supplements, modifications and replacements thereof, being referred to in this Mortgage as the “**Construction Loan Agreement**”). The terms and provisions of the Construction Note and the Construction Loan Agreement are hereby incorporated by reference in this Mortgage. Capitalized terms not otherwise defined in this Mortgage shall have the meaning ascribed to them in the Loan Agreement (as defined below).”

“II. Lender has agreed to make loans to CAPITOL WHOLESALE MEATS, INC., an Illinois corporation (“**CWM**” and together with CWM McCook, collectively the “**Borrowers**”) and extend other financial accommodations to CWM in an aggregate principal amount of up to \$25,000,000.00 (collectively, the “**CWM Loans**”). The CWM Loans consist of (i) Revolving Loans (“**Revolving Loans**”), the outstanding balance of which may increase or decrease but not exceed \$14,500,000.00, and (ii) a Capital Expenditure Line of Credit (the “**CAPEX Loans**”) in the original principal sum of \$10,500,000.00. Certain repayment obligations of CWM with respect to the Revolving Loans are evidenced by a certain Third Amended and Restated Revolving Note dated August 6, 2008 in the principal amount of \$14,500,000 and certain repayment obligations of CWM with respect to the CAPEX Loans are evidenced by a certain Second Replacement CAPEX Loan Note dated October 20, 2008 in the principal amount of \$10,500,000.00. Said notes together with all allonges, amendments, supplements, modifications and replacements thereof being referred to in this Mortgage, respectively, as the “**CAPEX Loan Note**” and the “**Revolving Note**”. The Revolving Note, the CAPEX Loan Note and the Construction Note are sometimes referred to herein collectively as the “**Notes**.” The terms of the CWM Loans are governed by a certain Loan and Security Agreement, dated February 8, 2002, by and between CWM and Lender (said Loan and Security Agreement, together with all amendments, supplements, modifications and replacements thereof, being referred to in this Mortgage as the “**CWM Loan Agreement**”). The Construction Loan Agreement and the CWM

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Loan Agreement are sometimes referred to herein collectively as the “**Loan Agreements**” and the Construction Loan and the CWM Loans are sometimes referred to herein collectively as the “**Loans**”. The terms and provisions of the Notes and the Loan Agreements are hereby incorporated by reference in this Mortgage. Capitalized terms not otherwise defined in this Mortgage shall have the meaning ascribed to them in the Loan Agreements.

4. **Notes.** The Notes, as defined in the Mortgage, shall mean the Notes, as set forth in this Agreement, as the same may be amended, restated or replaced from time to time.

5. **Full Force and Effect.** The Note and all other Loan Documents in connection with the Loan evidenced by the Note shall remain in full force and effect, except as expressly modified by this Agreement.

6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives, successors and assigns.


[The remainder of this page has been left blank intentionally.
Signatures follow on the next page.]

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The parties have executed this Agreement as of the date set forth above.

LENDER:

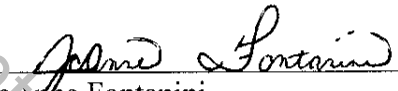
BANK OF AMERICA, N.A., as successor by merger to LaSalle Bank National Association

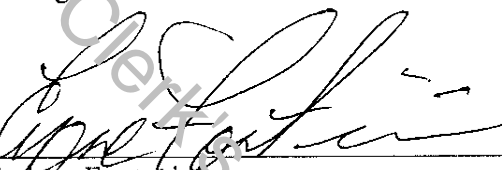
By: 
 Name: Katherine M. Dwyer
 Title: Vice President

MORTGAGOR:

PRIMAVERA FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership

By: PRIMAVERA MANAGEMENT, LLC, an Illinois limited liability company, general partner

By: 
 Name: JoAnne Fontanini
 Title: Manager

By: 
 Name: Eugene Fontanini
 Title: Manager

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Catherine H. Novak the Vice President of BANK OF AMERICA, N.A., who is personally known to me to be such _____ 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 of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of October, 2008.

Natalie West
Notary Public

My Commission Expires: 12/12/2009



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JoAnne Fontanini and Eugene Fontanini, the managers of PRIMAVERA MANAGEMENT, LLC, an Illinois limited liability company, the general partner of PRIMAVERA FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such persons, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company and said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of October, 2008.

Natalie West

NOTARY PUBLIC

My Commission Expires: 12/12/2009



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1 (PIN 17-32-415-022):

THAT PART OF LOTS 1 TO 5, BOTH INCLUSIVE, AND LOTS 26 TO 30, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF VACATED ALLEY (AS VACATED BY ORDINANCE RECORDED JULY 16, 1947 AS DOCUMENT NO. 14131049) IN BLOCK 14 IN GAGE AND OTHERS' SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 38TH STREET AND THE WEST LINE OF SOUTH LITUANICA AVENUE AS THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE WEST ON THE NORTH LINE OF WEST 38TH STREET 99.62 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES TO THE NORTH LINE OF WEST 38TH STREET 139.50 FEET TO A POINT; THENCE WEST PARALLEL TO THE NORTH LINE OF WEST 38TH STREET 18 FEET TO A POINT ON A LINE WHICH IS ON THE CENTER LINE OF THE COLUMNS OF THE EAST WALL OF A 4 STORY BRICK BUILDING TO THE NORTH (CENTER LINE OF COLUMNS WAS TAKEN 0.75 OF A FOOT WEST OF THE EAST FACE OF THE EAST WALL OF SAID 4 STORY BRICK BUILDING); THENCE NORTH ON A LINE WHICH IF EXTENDED SOUTH WOULD BE PERPENDICULAR TO THE NORTH LINE OF WEST 38TH STREET AND IF EXTENDED NORTH WOULD BE ON THE LAST DESCRIBED CENTER LINE OF THE COLUMNS OF THE EAST WALL OF SAID 4 STORY BRICK BUILDING, 74.0 FEET TO A POINT ON THE CENTER LINE OF THE COLUMNS TO THE SOUTH OF A 3 STORY BRICK BUILDING EAST OF AND ADJOINING THE PROJECTION OF THE LAST DESCRIBED LINE (SAID LINE OF COLUMNS TAKEN 0.75 OF A FOOT NORTH OF THE SOUTH FACE OF THE SOUTH WALL OF SAID 3 STORY BRICK BUILDING); THENCE EAST PARALLEL TO THE NORTH LINE OF 38TH STREET ON THE LAST DESCRIBED CENTER LINE OF COLUMNS 61.38 FEET TO A POINT ON THE CENTER LINE OF COLUMNS OF A WALL OF THE SAID 3 STORY BRICK BUILDING (SAID CENTER LINE OF COLUMNS TAKEN 0.75 OF A FOOT WEST OF EAST FACE OF SAID WALL); THENCE NORTH, ON A LINE WHICH IF EXTENDED SOUTH WOULD BE PERPENDICULAR TO THE NORTH LINE OF 38TH STREET ON SAID CENTER LINE OF COLUMNS, 20.75 FEET TO A POINT 1.00 FOOT NORTH OF THE NORTH FACE OF BRICK WALL TO THE EAST; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF 38TH STREET AND 1.00 FOOT NORTH OF THE NORTH FACE OF SAID BRICK WALL, BEING THE NORTH WALL OF A 3 STORY BUILDING, 49.65 FEET TO THE WEST LINE OF LITUANICA AVENUE; THENCE SOUTH ON THE WEST LINE OF LITUANICA AVENUE 234.25 FEET, MORE OR LESS, TO THE NORTH LINE OF WEST 38TH STREET AND THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS

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PARCEL 2 (PIN 17-32-415-023):

LOTS 1 TO 30, BOTH INCLUSIVE, IN BLOCK 14 AND ALL OF THE VACATED ALLEY (AS VACATED BY ORDINANCE RECORDED JULY 16, 1947 AS DOCUMENT NO. 14131049) LYING SOUTH OF AND ADJOINING LOTS 1 TO 15 AND LYING NORTH AND ADJOINING LOTS 16 TO 30, ALL BEING IN GAGE AND OTHERS' SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN:

EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF LOTS 1 TO 5, BOTH INCLUSIVE, AND LOTS 26 TO 30, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF VACATED ALLEY (AS VACATED BY ORDINANCE RECORDED JULY 16, 1947 AS DOCUMENT NO. 14131049) IN BLOCK 14 IN GAGE AND OTHERS' SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 38TH STREET AND THE WEST LINE OF SOUTH LITUANICA AVENUE AS THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE WEST ON THE NORTH LINE OF WEST 38TH STREET 99.62 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES TO THE NORTH LINE OF WEST 38TH STREET 139.50 FEET TO A POINT; THENCE WEST PARALLEL TO THE NORTH LINE OF WEST 38TH STREET 18 FEET TO A POINT ON A LINE WHICH IS ON THE CENTER LINE OF THE COLUMNS OF THE EAST WALL OF A 4 STORY BRICK BUILDING TO THE NORTH (CENTER LINE OF COLUMNS WAS TAKEN 0.75 OF A FOOT WEST OF THE EAST FACE OF THE EAST WALL OF SAID 4 STORY BRICK BUILDING); THENCE NORTH, ON A LINE WHICH IF EXTENDED SOUTH WOULD BE PERPENDICULAR TO THE NORTH LINE OF WEST 38TH STREET AND IF EXTENDED NORTH WOULD BE ON THE LAST DESCRIBED CENTER LINE OF THE COLUMNS OF THE EAST WALL OF SAID 4 STORY BRICK BUILDING, 74.0 FEET TO A POINT ON THE CENTER LINE OF THE COLUMNS TO THE SOUTH OF A 3 STORY BRICK BUILDING EAST OF AND ADJOINING THE PROJECTION OF THE LAST DESCRIBED LINE (SAID LINE OF COLUMNS TAKEN 0.75 OF A FOOT NORTH OF THE SOUTH FACE OF THE SOUTH WALL OF SAID 3 STORY BRICK BUILDING); THENCE EAST PARALLEL TO THE NORTH LINE OF 38TH STREET ON THE LAST DESCRIBED CENTER LINE OF COLUMNS 68.38 FEET TO A POINT ON THE CENTER LINE OF COLUMNS OF A WALL OF THE SAID 3 STORY BRICK BUILDING (SAID CENTER LINE OF COLUMNS TAKEN 0.75 OF A FOOT WEST OF EAST FACE OF SAID WALL); THENCE NORTH, ON A LINE WHICH IF EXTENDED SOUTH WOULD BE PERPENDICULAR TO THE NORTH LINE OF 38TH STREET ON SAID CENTER LINE OF COLUMNS, 20.75 FEET TO A POINT 1.00 FOOT NORTH OF THE NORTH FACE OF BRICK WALL TO THE EAST; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF 38TH STREET AND 1.00 FOOT NORTH OF THE NORTH FACE OF SAID BRICK WALL, BEING THE NORTH WALL OF A 3 STORY BUILDING, 49.65 FEET TO THE WEST LINE OF LITUANICA AVENUE; THENCE

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SOUTH ON THE WEST LINE OF LITUANICA AVENUE 234.25 FEET, MORE OR LESS,
TO THE NORTH LINE OF WEST 38TH STREET AND THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3 (PIN 17-32-412-009 AS TO LOT 16 AND -010 AS TO LOT 17):

LOTS 16 AND 17 IN BLOCK 11 IN GAGE AND OTHERS SUBDIVISION OF THE EAST
1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address of Real Estate: 911 West 37th Place
Chicago, Illinois 60609

Permanent Tax Identification Numbers: 17-32-415-022
17-32-415-023
17-32-412-009
17-32-412-010