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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/13/2009 01:10 PM Pg: 1 of 13

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MODIFICATION OF MORTGAGE DOCUMENTS

THIS MODIFICATION OF MORTGAGE DOCUMENTS (this "Agreement") is made as of the 20th day of February, 2009, by and among **PRIMERRO FROZEN FOODS, INC.**, an Illinois corporation ("Mortgagor") and **BANK OF AMERICA, N.A.**, a national banking association, its successors and assigns, successor by merger to LaSalle Bank National Association ("Mortgagee").

RECITALS:

A. Pursuant to the terms and conditions of that certain Fourth Amended and Restated Loan and Security Agreement dated as of March 30, 2006, (as amended, and as may be further amended, supplemented, restated or modified, the "Loan Agreement") by and among Mortgagee, the Mortgagor, Little Lady Foods, Inc., an Illinois corporation ("LLF"), and Marti's Culinary, Inc., an Illinois corporation ("MC"); and together with LLF and Mortgagor, jointly and severally, the "Borrowers") as amended by: (i) a Forbearance Agreement and First Amendment to Fourth Amended and Restated Loan and Security Agreement dated as of January 19, 2007, (ii) a Second Amendment and Waiver to Fourth Amended and Restated Loan and Security Agreement dated as of March 31, 2007, (iii) a Third Amendment to Fourth Amended and Restated Loan and Security Agreement dated as of October 17, 2007, (iv) a Fourth Amendment to Fourth Amended and Restated Loan and Security Agreement dated as of March 31, 2008, (v) a Fifth Amendment to Fourth Amended and Restated Loan and Security Agreement dated as of December 19, 2008 (the "Fifth Amendment"), and (vi) a Sixth Amendment and Waiver to Fourth Amended and Restated Loan and Security Agreement dated as of even date herewith (the "Sixth Amendment"), Mortgagee has heretofore made certain loans and financial accommodations to the Borrowers.

This document prepared by and after recording return to:
James J. Ginsburg, Esq.
Dykema
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601

Permanent Index Numbers:
08-35-403-021-0000

Address of Premises:
2323 Pratt Boulevard
Elk Grove Village, IL 60007

8135754022K

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B. The Debt is secured by, among other things, (i) that certain Amended and Restated Mortgage dated March 30, 2006, from Mortgagor to Mortgagee recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on April 3, 2006, as Document No. 0609343336 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit "A" hereto ("Premises"), and (ii) that certain Amended and Restated Assignment of Rents and of Lessor's Interest in Leases dated March 30, 2006, from Mortgagor to Mortgagee and recorded in the Recorder's Office on April 3, 2006, as Document No. 0609343337 (the "Assignment of Leases"; and together with the Mortgage collectively referred to herein as the "Mortgage Documents"). Capitalized terms used but not otherwise defined herein shall have the respective meanings accorded such terms in the Mortgage.

C. Pursuant to the terms and conditions of the Fifth Amendment, the Borrowers executed and delivered to Mortgagee, among other things, that certain: (i) Ninth Amended and Restated Revolving Loan Note dated December 19, 2008, in the maximum principal amount of Twenty Million and 00/100 Dollars (\$20,000,000.00) made payable to the order of Mortgagee (as may be further amended, supplemented, restated or modified, the "Revolving Loan Note"), and (ii) Second Amended and Restated EQ Note dated December 19, 2008, in the original principal amount of One Million and 00/100 Dollars (\$1,000,000.00) made payable to the order of Mortgagee (as may be further amended, supplemented, restated or modified, the "EQ Note").

D. Pursuant to the terms and conditions of the Sixth Amendment, the Borrowers executed and delivered to Mortgagee that certain Seventh Amended and Restated Term Note dated as of even date herewith in the original principal amount of Eight Million Seven Hundred Ninety Five Thousand Eight Hundred Seventy Six and 58/100 Dollars (\$8,795,876.58) (as may be further amended, supplemented, restated or modified, the "Term Note").

E. The Mortgagor desires to amend the Mortgage Documents as provided herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Mortgagee to modify the Mortgage Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Modification of Debt.** Subsection (c) of the second paragraph on page 3 of the Mortgage is hereby amended by deleting said subsection and replacing it with the following:

“(c) the payment and satisfaction of the following liabilities:

(i) a revolving line of credit in the stated amount of Twenty Million and 00/100 Dollars (\$20,000,000.00) as evidenced by that certain Ninth Amended and Restated Revolving Loan Note dated December 19, 2008, in the maximum

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principal amount of Twenty Million and 00/100 Dollars (\$20,000,000.00) made by Mortgagor, LLF, and MC payable to the order of Mortgagee;

(ii) a term loan in the principal amount of Eight Million Seven Hundred Ninety Five Thousand Eight Hundred Seventy Six and 58/100 Dollars (\$8,795,876.58) as evidenced by that certain Seventh Amended and Restated Term Note dated February 20, 2009, in the original principal amount of Eight Million Seven Hundred Ninety Five Thousand Eight Hundred Seventy Six and 58/100 Dollars (\$8,795,876.58) made by Mortgagor, LLF, and MC payable to the order of Mortgagee;

(iii) obligations under that certain Reimbursement Agreement dated June 1, 2001, between LLF and Mortgagee with respect to an outstanding letter of credit with an original stated amount of Four Million Eight Hundred Twenty Five Thousand Three Hundred Forty-Eight and 00/100 Dollars (\$4,825,348.00);

(iv) a non-revolving line of credit in the stated amount of One Million and 00/100 Dollars as evidenced by that certain Second Amended and Restated EQ Note dated December 9, 2008, in the original principal amount of One Million and 00/100 Dollars (\$1,000,000.00) made by Mortgagor, LLF, and MC payable to the order of Mortgagee; and

(v) all other obligations related to the foregoing indebtedness and reimbursement obligations including, without limitation, interest, fees, expenses of enforcement and collection, reasonable attorneys' fees and administrative costs."

2. **Limitation on Amount Secured by Mortgage.** The second paragraph on page 4 of the Mortgage titled "Limitation on Amount Secured By Mortgage" is hereby amended by deleting said paragraph and replacing it with the following:

"Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage shall not exceed the principal sum of Sixty Nine Million Two Hundred Forty-Two Thousand Four Hundred Forty-Nine and 16/100 Dollars (\$69,242,449.16) at any one time outstanding."

3. **Reaffirmation of Assignment of Leases.** Mortgagor ratifies and affirms the Assignment of Leases and agrees that the Assignment of Leases is in full force and effect following the execution and delivery of this Agreement. Mortgagor hereby further acknowledges and agrees that the Assignment of Leases secures the Revolving Loan Note, the Term Note, and the EQ Note in addition to all other indebtedness and obligations constituting "Debt" (as defined in the Assignment of Leases).

4. **Representations and Warranties of Mortgagor.** Mortgagor hereby represents, covenants and warrants to Mortgagee as follows:

(a) The representations and warranties in the Mortgage Documents are true and correct as of the date hereof.

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(b) There are currently no events of default under the Mortgage or the Assignment of Leases, and Mortgagor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an event of default under the Mortgage or the Assignment of Leases.

(c) The Mortgage Documents are in full force and effect and, following the execution and delivery of this Agreement, shall continue to be the legal, valid and binding obligations of Mortgagor, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) As of the date hereof, Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Mortgage Documents as modified herein.

(e) The Mortgagor is validly existing under the laws of the state of its formation and has the requisite power and authority to execute and deliver this Agreement and to perform the Mortgage Documents as modified herein. The execution and delivery of this Agreement and the performance of the Mortgage Documents as modified herein have been duly authorized by all requisite action by or on behalf of the Mortgagor. This Agreement has been duly executed and delivered on behalf of the Mortgagor.

5. **Title Policy.** As a condition precedent to the agreements contained herein, Mortgagor shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Mortgagee's Title Insurance Policy No. 1401-008135754 (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Mortgagee.

6. **Expenses.** As a condition precedent to the agreements contained herein, Mortgagor shall pay all out-of-pocket costs and expenses incurred by Mortgagee in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

7. **Notices.** Section 19 of the Mortgage is hereby amended by deleting the notice addresses for Mortgagee and Mortgagee's attorneys and replacing such addresses with the following:

If to Mortgagee, at:

Bank of America, N.A.
 Commercial Banking
 135 South LaSalle Street, Suite 620
 Chicago, Illinois 60603
 Attention: Jason E. Guerra, Vice-President
 Telefax: (312) 904-9046

With a copy to:

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Dykema Gossett PLLC
2723 South State Street, Suite 400
Ann Arbor, Michigan 48104
Attention: Darrell W. Pierce
Telefax: (734) 214-7696

8. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Mortgagee than against Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Mortgagee, it being recognized that Mortgagor and Mortgagee have contributed substantially and materially to the preparation of this Agreement, and Mortgagor and Mortgagee each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Mortgagee, the same shall not be deemed to constitute Mortgagee a venturer or partner of or in any similar manner associated with the Mortgagor, nor shall privity of contract be presumed to have been established with any third party.

(d) Mortgagor and Mortgagee each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Mortgage Documents, the Loan Agreement, the other Security Documents (as defined in the Loan Agreement), and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of the Mortgagor and Mortgagee; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Mortgage Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Mortgage" or the "Assignment of Leases" contained therein or in the Loan Agreement or in any of the Security Documents (as defined in the Loan Agreement) shall be deemed to refer to the Mortgage and the

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Assignment of Leases as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of the Mortgagor's obligations under this Agreement.

9. **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.** Mortgagee hereby notifies the Mortgagor that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Mortgagee's policies and practices, Mortgagee is required to obtain, verify and record certain information and documentation that identifies the Mortgagor, which information includes the name and address of the Mortgagor and such other information that will allow Mortgagee to identify the Mortgagor in accordance with the Act. In addition, the Mortgagor shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Mortgagor or any subsidiary of the Mortgagor is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

MORTGAGOR:

MARTI'S CULINARY, INC., an Illinois corporation

By: *John T. Geocaris*
Name: John T. Geocaris
Title: Chairman

MORTGAGEE:

BANK OF AMERICA, N.A., a national banking association, successor by merger to LaSalle Bank National Association

By: _____
Name: Jason E. Guerra
Title: Vice-President

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BANK OF AMERICA, N.A., a national banking association, successor by merger to LaSalle Bank National Association

By: _____
Name: Jason E. Guerra
Title: Vice-President

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SUBORDINATED LENDER'S CONSENT

The undersigned hereby consents to the foregoing Agreement and agrees that the foregoing modifications to the Mortgage Documents are permitted without any further consent of or notice to the undersigned, are made without incurring liability to the undersigned, and without impairing or releasing the obligations of the undersigned or the relative lien priorities in favor of the Mortgagee and the undersigned as more particularly set forth under that certain Sixth Amended and Restated Subordination and Intercreditor Agreement dated as of March 30, 2006, as amended by that certain First Amendment to Sixth Amended and Restated Subordination and Intercreditor Agreement dated as of March 31, 2007, as amended by that certain Second Amendment to Sixth Amended and Restated Subordination and Intercreditor Agreement dated as of March 31, 2008, as amended by that certain Third Amendment to Sixth Amended and Restated Subordination and Intercreditor Agreement dated as of December 19, 2008, and as amended by that certain Fourth Amendment to Sixth Amended and Restated Subordination and Intercreditor Agreement dated as of even date herewith, each among the undersigned, Borrower and Mortgagee.

CROWN CASH FUND, an Illinois general partnership

By: 

Name: A. STEVEN CROWN

Title: AUTHORIZED SIGNER

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EXHIBIT A

THE PREMISES

THE EAST 240 FEET OF THE WEST 1270.98 FEET OF LOT 9 IN CENTEX INDUSTRIAL PARK UNIT NO. 2 BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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