

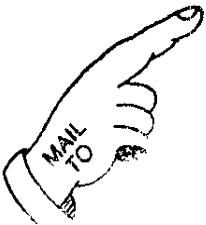
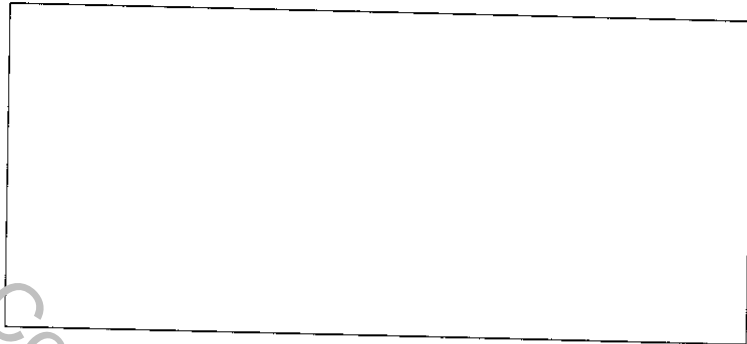
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Doc#: 0924745000 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/04/2009 08:16 AM Pg: 1 of 7

RECORDATION REQUESTED BY:
Fifth Third Bank, a
Michigan banking corporation
1000 E. 80th Place, Suite 200 North
Merrillville, Indiana 46410

WHEN RECORDED MAIL TO:
Fifth Third Bank, a
Michigan banking corporation
Attn: Middle Market
1000 E. 80th Place, Suite 200 North
Merrillville, Indiana 46410



AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES TO OPEN-END MORTGAGE

THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES TO OPEN END MORTGAGE ("Amended Mortgage") is made on July 15, 2009, by and between Dutch Farms, Inc., an Illinois corporation ("Mortgagor") and Fifth Third Bank, a Michigan banking corporation ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor became indebted to Mortgagee in the principal sum of Four Million Eight Hundred Thousand and 00/100 Dollars (\$4,800,000.00) which loan is evidenced by a certain Mortgage Note dated February 28, 2005 made payable to the order of Mortgagee ("Note") and delivered to Mortgagee, whereby Mortgagor promised to pay said principal sum and interest at a variable rate and at a time provided in the Note;

WHEREAS, Mortgagor has executed and delivered to Mortgagee a Mortgage, Security Agreement and Assignment of Rents dated February 28, 2005 ("Mortgage") securing the Note which Mortgage was recorded by the Cook County Illinois Recorder of Deeds on March 10, 2005 as Document No. 0506904347, described more particularly on Exhibit "A" attached hereto and incorporated herein;

WHEREAS, Mortgagor became indebted to Mortgagee in the principal sum of Ten Million and 00/100 Dollars (\$10,000,000.00) ("Credit Facility") as evidenced by certain Note

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dated July 5, 2009 ("Revolving Note") payable to the order of Mortgagee whereby Mortgagor promised to pay said principal sum on Maturity Date together with interest thereon as provided in the Revolving Note, the terms of which are incorporated herein by reference;

WHEREAS, the Mortgagor desires to amend the Mortgage to reflect additional indebtedness, cross-collateralize and cross-default this Mortgage with other indebtedness of Mortgagor and its affiliates, and to ensure that the Mortgage will secure the additional indebtedness and will continue to secure all other indebtedness owed to Mortgagee by Mortgagor and its affiliates;

WHEREAS, Mortgagor and Mortgagee desire that the Mortgage, as amended by this Agreement, **shall maintain its priority.**

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The Mortgage and Amended Mortgage shall secure, in addition to the indebtedness secured by the original Mortgage, all Indebtedness and Impositions, as defined herein. "Indebtedness" shall include (a) each and every term, provision, condition, obligation, covenant, and agreement of Mortgagor, or Borrower, if any Mortgagor is not the Borrower, set forth in this Mortgage, the Loan Documents and in any amendments, modifications or restatements to any of the foregoing; (b) all loans, advances, indebtedness and each and every other obligation or liability of Mortgagor, or Borrower, if any Mortgagor is not the Borrower, owed to Mortgagee, however created, of every kind and description, whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, due or to become due, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, whether or not secured by additional collateral, whether originated with Mortgagee or owed to others and acquired by Mortgagee by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and every obligation arising under the Loan Documents, all obligations to perform or forbear from performing acts, any and all Rate Management Obligations (as defined in the Loan Documents), all amounts represented by letters of credit now or hereafter issued by Mortgagee for the benefit of or at the request of Mortgagor, or Borrower, if any Mortgagor is not the Borrower, all agreements, instruments and documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications, and restatements thereof, and all expenses and attorneys' fees incurred or other sums disbursed by Mortgagee under this Mortgage or any other document, instrument or agreement related to any of the foregoing; and (c) all future advances disbursed by Mortgagee to Mortgagor, or Borrower, if any Mortgagor is not the Borrower, under (Future Advances) of this Amended Mortgage. "Impositions" shall include (a) all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, which are assessed, levied, confirmed, imposed or become a lien upon or against the Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Property, or which become payable with respect thereto

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or with respect to the occupancy, use or possession of the Property, whether such taxes, assessments or charges are levied directly or indirectly. "Loan Documents" shall mean any loan documents executed by Mortgagor and its affiliates including, but not limited to B&B Pullman Properties, L.P. and B&B Langley Properties, Inc. where the Lender is the Mortgagee. "Property" shall mean the legal description attached hereto.

4. Future advances of the Amended Mortgage shall be the following:

Future Advances. The parties hereto intend and agree that this Mortgage shall secure unpaid balances of any loan advances, whether obligatory or not, and whether made pursuant to the Loan Documents or not, made by Mortgagee after this Mortgage is delivered to the Recorder for record to the extent that the total unpaid loan indebtedness, exclusive of interest thereon, does not exceed the maximum aggregate amount of unpaid loan indebtedness which may be outstanding at any time, which is Twenty-Three Million and 00/100 Dollars (\$23,000,000.00). Mortgagor further covenants and agrees to repay all such loan advances with interest, and that the covenants contained in this Mortgage shall apply to such loan advances as well.

5. Mortgagor acknowledges that it will be prepared to pay off the loan in full on the maturity date, and that Mortgagee has never made any representation to Mortgagor that Mortgagee will refinance the loan.

6. Mortgagor acknowledges that Mortgagee has performed all of its obligations to Mortgagor to date, that Mortgagee is not in default of any of Mortgagee's obligations, and that Mortgagor has no defenses, setoffs, or other claims against Mortgagee arising out of the Indebtedness or the Mortgage and the Loan Documents.

7. Mortgagor agrees that this is not a novation of any indebtedness, but merely a modification of the existing Indebtedness.

8. Mortgagor acknowledges that it is still bound by the original Mortgage which remains in full force and effect in accordance with its terms, except as modified herein and by any amendment documents executed contemporaneously herewith. Except as expressly amended herein, all other terms and provisions of the Mortgage remain in full force and effect. The lien of the Mortgage is in no manner impaired hereby and any default under the terms of the mortgage or the Loan Documents shall constitute a default hereunder, and any default hereunder shall constitute a default under the Mortgage and Loan Documents.

9. All provisions of the Mortgage not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of conflict between and among the various provisions in the Mortgage and this Amendment, the provisions of this Amendment shall prevail.

10. Mortgagor hereby expressly agrees and acknowledges that:

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(1) The secured obligations in the Note and Revolving Note are cross-defaulted and cross-collateralized to any and all obligations of B&B Pullman Properties, L.P. and B&B Langley Properties, Inc., all whether or not now existing or contemplated, including liabilities and obligations hereafter arising or accruing;

(2) All of the secured obligations are secured by security interest granted by Mortgagor to Mortgagee pursuant to the terms thereof and pursuant to all other Loan Documents relating to this transaction; and

(3) Any event of the default under the terms of any Loan Documents evidencing or securing any obligation of B&B Pullman Properties, L.P. and B&B Langley Properties, Inc., whether now existing or hereafter arising shall constitute an event of default hereunder.

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

Borrower,

Dutch Farms, Inc., an Illinois corporation

By: _____

Brian A. Boomsma, President

ILLINOIS)
STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public, personally appeared Brian A. Boomsma, President of Dutch Farms, Inc., an Illinois corporation, and acknowledged execution of the foregoing instrument this 5th day of July, 2009.

Lee Ann Strohman
Notary Public

My Commission Expires: 8-13-2013
My County of Residence: WILL




This instrument prepared by: David E. Woodward, 9223 Broadway, Suite A, Merrillville, Indiana 46410, (219) 736-9990.

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EXHIBIT "A"

Legal Description

Property of Cook County Clerk's Office



UNOFFICIAL COPY**Exhibit A to Mortgage
Legal Description**

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Address: 801 East 107th Street, Chicago, Illinois
 PIN: 25-14-300-012

PARCEL "A":

THAT PART OF LOT 3, LYING SOUTH OF EAST 107TH STREET, AS DEDICATED BY DOCUMENT RECORDED NOVEMBER 19, 1970 AS DOCUMENT 21322160 IN ENJAY CONSTRUCTION COMPANY'S PULLMAN INDUSTRIAL DISTRICT, BEING A SUBDIVISION OF PARTS OF THE WEST 1/2 OF SECTION 14 AND THE EAST 1/2 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HYDE PARK TOWNSHIP, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF SAID LOT 3, BEING THE WESTERLY LINE OF THE SOUTH 30-FOOT RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, WITH THE SOUTH LINE OF EAST 107TH STREET, AS NOW DEDICATED, SAID LINE BEING DRAWN PARALLEL WITH AND 262.21 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 386.20 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 67.96 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 561.92 FEET TO A POINT 424.72 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEXED TO THE SOUTHWEST, WITH A RADIUS OF 396.06 FEET, THE RADIAL LINE OF SAID CURVED LINE FORMS AN ANGLE OF 66 DEGREES, 51 MINUTES, 14 SECONDS, FROM NORTH TO EAST WITH THE AFORESAID WEST LINE, A DISTANCE OF 109.33 FEET (ARC); THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 80.00 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE, CONVEXED TO THE NORTHEAST WITH A RADIUS OF 373.06 FEET, A DISTANCE OF 187.82 FEET (ARC), TO THE SOUTHERLY LINE OF SAID LOT 3, BEING THE NORTHERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, BEING A CURVED LINE, CONVEXED TO THE SOUTHEAST, WITH A RADIUS OF 291.50 FEET, A DISTANCE OF 107.44 FEET (ARC); THENCE NORTHEASTERLY ON A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 25.89 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 3, BEING THE WESTERLY LINE OF AFORESAID 30-FOOT RIGHT OF WAY, A DISTANCE OF 803.71 FEET TO THE POINT OF BEGINNING.

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Exhibit A to Mortgage Legal Description

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PARCEL "B":

THAT PART OF LOT 3, LYING SOUTHWESTERLY OF A 20-FOOT STRIP OF LAND FOR SWITCH TRACK RIGHT OF WAY, IN ENJAY CONSTRUCTION COMPANY'S PULLMAN INDUSTRIAL DISTRICT, BEING A SUBDIVISION OF PARTS OF THE WEST 1/2 OF SECTION 14 AND THE EAST 1/2 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3, BEING THE NORTHERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT OF WAY, A CURVED LINE CONVEXED TO THE SOUTHEAST, WITH A RADIUS OF 291.50 FEET, A DISTANCE OF 214.46 FEET (ARC) TO THE INTERSECTION WITH THE SOUTHERLY LINE OF A 20-FOOT STRIP OF LAND FOR SWITCH TRACK RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, CONVEXED TO THE NORTHEAST, WITH A RADIUS OF 373.06 FEET, A DISTANCE OF 187.82 FEET (ARC); THENCE NORTHWESTERLY ON A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 80.00 FEET; THENCE NORTHWESTERLY ON A CURVED LINE, CONVEXED TO THE SOUTHWEST, WITH A RADIUS OF 393.06 FEET, A DISTANCE OF 109.33 FEET (ARC) TO THE WEST LINE OF AFORESAID LOT 3; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 424.72 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE EAST 31.67 FEET OF THE SOUTH 2.00 FEET OF LOT 4 AND THE EAST 31.67 FEET OF LOT 5 THEREOF IN THE AFORESAID ENJAY CONSTRUCTION COMPANY'S PULLMAN INDUSTRIAL DISTRICT, ALL IN COOK COUNTY, ILLINOIS.