

# UNOFFICIAL COPY

**PREPARED BY AND WHEN RECORDED MAIL TO:**

Pamela J. Sandborg, Esq.  
Levenfeld Pearlstein, LLC  
400 Skokie Boulevard  
Suite 700  
Northbrook, Illinois 60062



Doc#: 1108233041 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/23/2011 10:40 AM Pg: 1 of 4

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**AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT - BELLWOOD BUILDING, LLC**

Amendment No. 1 to Second Amended and Restated Mortgage and Security Agreement dated as of December 31, 2010, made by **BELLWOOD BUILDING, LLC** ("Mortgagor") in favor of **COLE TAYLOR BANK** ("CTB"), as Administrative Agent (hereinafter referred to as "Mortgagee") for the benefit of CTB, BANK OF AMERICA, N.A., as successor by merger to LASALLE BUSINESS CREDIT, LLC ("Bank of America") and any other person or entity which may at any time or from time to time in the future become a "Lender" pursuant to the Loan Agreement (defined below), as Lenders (CTB, Bank of America and each such other person and entity are sometimes hereinafter individually referred to as a "Lender" and collectively as "Lenders"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof.

**P R E A M B L E:**

Mortgagor gave to Mortgagee that certain Second Amended and Restated Mortgage and Security Agreement dated as of November 11, 2009, which was recorded on November 25, 2009, in the Office of the Cook County, Illinois Recorder of Deeds as Document No. 0932933084 (the "Mortgage"). Mortgagor has requested Lenders to modify Lenders' existing financing of Mortgagor. Lenders have agreed to do so, so long as, among other things, Mortgagor executes and delivers to Mortgagee this Amendment.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. Section 1.01 of the Mortgage is amended to read as follows:

"1.01 Loans. Pursuant to that certain Fourth Consolidated, Amended and Restated Loan and Security Agreement dated as of November 11, 2009, as amended from time to time, including, without limitation, as of the date of Amendment No. 1 to this Mortgage (said Loan and Security Agreement, as

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amended, and as may be further amended, replaced and/or restated from time to time shall be hereinafter referred to as the "Loan Agreement") by and among Mortgagee, Lenders, Mortgagor, Ferrara Pan Candy Co., Inc. ("FPC") and Ferrara Candy Co. Ltd. ("Ferrara Canada") (Mortgagor, FPC and Ferrara Canada are sometimes hereinafter individually referred to as a "Borrower" and collectively as "Borrowers"), Lenders have extended the following facilities to Borrowers: (A) those certain Revolving Loans, which may or may not be evidenced by promissory notes in the aggregate amount of \$40,000,000.00, payable, along with interest, as specified in the Loan Agreement, (B) that certain Term Loan 1, which may or may not be evidenced by promissory notes, in the aggregate amount of \$7,877,600.00, payable, along with interest, as specified in the Loan Agreement, (C) that certain Term Loan 2, which may or may not be evidenced by promissory notes, in the aggregate amount of \$6,750,000.00, payable, along with interest, as specified in the Loan Agreement, (D) those certain Draw Loans, which may or may not be evidenced by promissory notes in the aggregate amount of \$2,500,000.00, payable, along with interest, as specified in the Loan Agreement, and (E) those certain Letter of Credit Loans, which may or may not be evidenced by promissory notes in the aggregate amount of \$594,461.40, payable, along with interest, as specified in the Loan Agreement (Each of the Revolving Loans, the Term Loan 1, the Term Loan 2, the Draw Loans and the Letter of Credit Loans shall sometimes be hereinafter individually referred to as a "Loan" and collectively, as the "Loans"). The Loan Agreement contemplates a variable rate of interest for each of the Loans."

2. All references to the "Mortgage" in the Mortgage shall mean the "Mortgage" as amended by this Amendment and as may be further amended and/or restated from time to time.

3. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

BELLWOOD BUILDING, LLC

By: 

Salvatore Ferrara II, Manager

By: 

James S. Buffardi, Manager

By: 

Thomas A. Pagano, Manager

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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

I, Mary A. Gosmire a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Salvatore Ferrara , James S. Buffardi, and Thomas A. Pagano, the Managers of Bellwood Building, LLC personally are known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managers, 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, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of January, 2011.

  
NOTARY PUBLIC

My Commission Expires:

September 11, 2012



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## EXHIBIT A – LEGAL DESCRIPTION

THAT PART OF LOT 4 IN OWNER'S DIVISION IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN 647.04 FEET EAST OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF LOT 4 IN COOK COUNTY, ILLINOIS.

PIN NUMBERS: 15-09-400-063-0000; 15-09-400-064-0000

COMMON ADDRESS: 3000-3100 Washington Boulevard, Bellwood, Illinois

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