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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/21/2011 12:08 PM Pg: 1 of 11

Recording at Request of and
After Recording Return to:

Janet L. Lewis, Esq.
Cravath, Swaine & Moore LLP
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/ af /

FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING

by and between

THE LEHIGH PRESS LLC (f/k/a The Lehigh Press, Inc.),
Mortgagor

and

CREDIT SUISSE AG,
as Administrative Agent, Mortgagee

DATED AS OF April 13, 2011
PREMISES: 1900 South 25th Avenue
Broadview, IL 60155-2800
Cook County

Recording requested by:
~~and when recorded, please return to:~~

Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, New York 10019
ATTN: Janet L. Lewis, Esq.

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FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Amendment"), dated as of April 13, 2011, is made by and between THE LEHIGH PRESS LLC, a Delaware limited liability company (f/k/a The Lehigh Press, Inc.) (the "Mortgagor"), whose address is 1900 South 25th Avenue, Broadview, Illinois 60155-2800, and CREDIT SUISSE AG, as administrative agent for the Secured Parties referred to below (the "Mortgagee"), whose address is Eleven Madison Avenue, New York, New York 10010.

Background

A. Pursuant to that certain Credit Agreement dated as of September 22, 2010, among Visant Corporation, a Delaware corporation (the "Borrower"), Jostens Canada Ltd., a Manitoba corporation (the "Canadian Borrower"), Visant Secondary Holdings Corp., a Delaware corporation, the lending institutions from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), Credit Suisse AG, as Administrative Agent, and Credit Suisse AG, Toronto Branch, as Canadian Administrative Agent (as the same may be amended, supplemented, waived, restated, replaced substituted, and/or otherwise modified from time to time, the "Original Credit Agreement"), the Lenders agreed to make certain Loans and issue certain Letters of Credit and provide certain other credit facilities and extensions of credit to the Borrower and/or the Canadian Borrower. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Amended Credit Agreement (as hereinafter defined), except that the term "Obligations" when used herein shall have the meaning given to such term in the Security Instrument referred to below.

B. In connection with the Original Credit Agreement, the mortgage described on Exhibit A attached hereto was granted by Mortgagor to Mortgagee (the "Security Instrument"), which Security Instrument covers the real property described on Exhibit B attached hereto (the "Land").

C. The Original Credit Agreement was amended pursuant to that certain First Amendment, dated as of March 1, 2011, to the Original Credit Agreement (the "First Amendment"); the Original Credit Agreement, as amended by the First Amendment, is hereinafter referred to as the "Amended Credit Agreement").

D. Pursuant to the First Amendment, among other things, certain Lenders have agreed to make new Tranche B Term Loans to the Borrower, changes are being made to the interest rate of the Loans, and certain other agreements contained therein are being amended, all as more fully set forth in the First Amendment.

E. Mortgagor and Mortgagee desire to give notice of the amendments to the Original Credit Agreement reflected in the First Amendment, to confirm that the Security Instrument remains in full force and effect and continues, without interruption, to secure the

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Mortgagor's obligations under the Amended Credit Agreement and the other Credit Documents, and to make other amendments to the Security Instrument on the terms set forth below.

F. The debt consisting of the Loans is continuing, is not being repaid or discharged in whole or in part, and no change is being made to the Loans except, in each case, as specifically provided in the First Amendment.

NOW, THEREFORE, Mortgagor and Mortgagee agree and give notice as follows.

1. (a) Whenever referred to in the Security Instrument, "Credit Agreement" shall mean the Original Credit Agreement, as amended by the First Amendment, and as the same may be further amended, restated, supplemented, substituted, replaced, refinanced or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Loans or the Obligations or giving notice of any such changes.

(b) Whenever referred to in the Security Instrument or in any related document, "Mortgage" shall mean the Security Instrument, as amended by this Amendment, as the Security Instrument may be further amended, restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Loans or the Obligations or giving notice of any such changes.

(c) Whenever referred to in the Security Instrument, "Obligations" shall mean (i) all obligations arising under or previously secured by the Security Instrument and (ii) the "Obligations" (as defined in the Security Instrument), as amended and modified by the First Amendment, and as may be further amended and modified from time to time if and when the Amended Credit Agreement is further amended, restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Loans or the Obligations.

2. The last sentence of Section 1.14(b) of the Security Instrument shall be deleted in its entirety and replaced with the following sentence:

"Mortgagor's organizational identification number is 202583."

3. Mortgagor and Mortgagee expressly acknowledge and agree that, except as expressly set forth herein, this Amendment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Credit Documents, and Mortgagor and Mortgagee hereby ratify, confirm and agree that the Credit Documents and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for the benefit of Mortgagee or any of the other Secured Parties, including, without limitation, the lien created by the Security Instrument, as amended by this Amendment, shall continue, without interruption, to secure, in the same manner, in the same priority and to the same extent set forth therein, the payment and performance of the Obligations, and all of same are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

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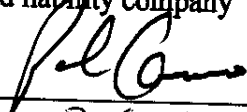
4. The parties hereby give notice that the Original Credit Agreement has been amended pursuant to the First Amendment.
5. The Security Instrument, as amended by this Amendment, cannot be altered, amended, modified, terminated, waived, released, or discharged, except in a writing signed by the parties or their successors or assigns. Any amendment of the Credit Documents or of the Obligations may or may not be recorded.
6. Mortgagor and Mortgagee acknowledge and agree that the execution and/or acceptance of this Amendment by Mortgagee shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Mortgagor's or Mortgagee's duties, obligations and liabilities contained in the Credit Documents, (b) waiver, modification, restriction or limitation of any and all of Mortgagor's or Mortgagee's rights and benefits arising under the Credit Documents by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Credit Documents, or (c) precedent, and that Mortgagee shall be under no obligation, express or implied, to grant Mortgagor any future or further modification, renewal, extension and/or amendment to the Security Instrument, as amended hereby or any or all of the other Credit Documents, except as provided therein.
7. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
8. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.
9. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation of such party.
10. This Amendment shall be governed by, and construed in accordance with, the laws of the State in which the Land is located.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - EXECUTION PAGE
FOLLOWS]

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This Amendment has been duly executed by Mortgagor and Mortgagee on the date first above written.

THE LEHIGH PRESS LLC,
a Delaware limited liability company

By: 
Name: Paul B. Cardusso
Title: Senior Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Property of Cook County Clerk's Office

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This Amendment has been duly executed by Mortgagor and Mortgagee on the date first above written.

THE LEHIGH PRESS LLC,
a Delaware limited liability company

By: _____
Name:
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: _____
Name: Mikhail Faybusovich
Title: Director

By: _____
Name: VIPUL DHADDA
Title: ASSOCIATE

Property of Cook County Clerk's Office

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STATE OF New York)
COUNTY OF Westchester) ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Paul B. Carusso, personally known to me to be the Senior Vice President of The Lehigh Press LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Senior Vice President, he/she signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Kristin L. Chach
Notary Public

Kristin L. Chach
Print or Type Name

My commission expires: September 17, 2013

[Seal]

KRISTIN L. CHACH
Notary Public, State of New York
No. 02CH6133519
Qualified in Westchester County
Commission Expires September 19, 2013

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that MIKHAIL FAYBUSOVICH and VIPUL DHADDA personally known to me to be the DIRECTOR and ASSOCIATE, respectively, of Credit Suisse AG, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such MIKHAIL FAYBUSOVICH and VIPUL DHADDA, he/she/they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said bank, as his/her/their free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.



Notary Public

MARJORIE E. BULL
Print or Type Name

MARJORIE E. BULL
NOTARY PUBLIC, State Of New York
No. 01BUC055232
Qualified In New York County
Commission Expires February 20, 20 15

My commission expires:

[Seal]

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Exhibit A

Security Instrument

The following security instrument is recorded in the public records of

County: Cook

State: Illinois

Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing

Mortgagor: The Lehigh Press, Inc.

Mortgagee: Credit Suisse AG

Dated: November 11, 2010

Recorded: November 16, 2010

Document No.: 1032018071

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Exhibit B

Description of the Land

Parcel 1:

Lots 1 to 36, both inclusive in Block 4, together with all of the North and South vacated 20 foot public alley in said Block 4 lying East of and adjoining the East line of Lot 11 and 36 and the East line of said Lot 11 produced North to the Southeast corner of said Lot 36 in said Block 4, lying North of and adjoining the South line of Lot 10 aforesaid, in said Block 4 produced West to the Southeast corner of said Lot 11 in said Block 4 and lying South of and adjoining the North line of Lot 1 aforesaid, in said Block 4, produced West to the Northeast corner of said Lot 36 in said Block 4 and all of the East and West vacated 20 foot public alley in said Block 4, lying North of and adjoining the North line of Lots 11 to 23, both inclusive, in said Block 4, lying South of and adjoining the South line of Lot 24 to 36, both inclusive, in said Block 4 lying West of and adjoining the East line of Lot 11 in Block 4 produced North to the Southeast corner of Lot 36 in Block 4 as aforesaid and lying East of and adjoining the West line of Lot 23 in said Block 4 as aforesaid and lying East of and adjoining the West line of Lot 23 in said Block 4 produced North, to the Southwest corner of Lot 24 in said Block 4, all in Shekleton Bros. 25th Avenue & Harrison Street Addition to Broadview, a subdivision of part of the Northeast quarter and part of the Southeast quarter of Section 16, Township 39 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded May 13, 1926 as document 9273818; also the North half of that part of Polk Street lying South of and adjoining the South line of Lots 10 to 23, both inclusive and the South line of said Lot 10 produced West to the Southeast corner of Lot 11, all in said Block 4, lying East of and adjoining the West line of Lot 23 in said Block 4, produced South and lying West of and adjoining the East line of Lot 10 in said Block 4, produced South in said Shekleton Bros. 25th Avenue and Harrison Street Addition to Broadview, all in Cook County, Illinois.

Parcel 2:

Block 5, together with the East half of the North and South vacated alley lying West and adjoining Lot 1 to 10, both inclusive, the West half of the vacated North and South alley lying East and adjoining Lots 11 and 36 and the East line of Lot 11 extended North to the Southeast corner of Lot 36; thence North half of the vacated East and West Alley lying South and adjoining Lot 24 to 36, both inclusive; the South half of the vacated East and West alley lying North and adjoining Lots 11 to 23, both inclusive, the South half of the vacated Polk Street lying North and adjoining Lots 24 to 36, both inclusive, and Lot 1 and the North line of Lot 1 extended West to the Northeast corner of Lot 36, all in Block 5 in Shekleton Bros. 25th Avenue & Harrison Street Addition to Broadview, a

Continued on next page

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10

subdivision of part of the Northeast quarter and part of the Southeast quarter of Section 16, Township 39 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded May 13, 1926 as document 9273818, in Cook County, Illinois.

PIN: 15-16-411-037
15-16-412-001 through 036

Property Address: 1900 South 25th Avenue
Broadview, IL 60155
Cook County