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Doc#: 1204003028 Fee: \$54.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/09/2012 03:56 PM Pg: 1 of 8

Prepared By and After Recording Return To:
David S. Berman, Esq.
Riemer & Braunstein LLP
Three Center Plaza
Boston, MA 02108

Re: Burlington Coat Factory (Site 288)

Location: 16895 S. Torrance Road

Municipality: Lansing

County: Cook

State: Illinois

PIN: 30-19-300-012, 30-19-300-013,
30-19-300-039

Space above this line for recorder's use only

SECOND AMENDMENT TO AND CONFIRMATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

This SECOND AMENDMENT TO AND CONFIRMATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "Amendment") is dated as of the 2nd day of September, 2011, and made by and between:

BANK OF AMERICA, N.A., a national banking association, having an address at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110, as administrative agent and collateral agent (in such capacities, the "Agent") on behalf of itself and any other lending institutions which become parties to the Credit Agreement (as defined below) (hereinafter, Bank of America, N.A. and such other lending institutions shall be referred to as the "Lender" or "Lenders"); and

BURLINGTON COAT FACTORY REALTY OF RIVER OAKS, INC., an Illinois corporation, having an address at 1830 Route 130, Burlington, New Jersey 08016 (hereinafter, the "Mortgagor").

All capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms under the Credit Agreement (as defined herein).

Store 288, Lansing, Illinois

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WHEREAS, the Mortgagor is the owner of certain property located in Cook County, Illinois as more particularly described on Exhibit A attached hereto (hereinafter, the "Mortgaged Property"); and

WHEREAS, the Agent, the Lenders, the Mortgagor, and certain other parties entered into a certain credit arrangement (the "Loan Arrangement") evidenced by, among other documents, instruments, and agreements, a certain Credit Agreement dated as of April 13, 2006, as amended by that certain Amended and Restated Credit Agreement, dated as of January 15, 2010, by and between, among others, the Mortgagor, the Agent and the Lenders (as amended and in effect, collectively the "Original Credit Agreement"); and

WHEREAS, the obligations of the Mortgagor under the Loan Arrangement, including, without limitation, those obligations of the Mortgagor under the Original Credit Agreement, are secured by a certain Mortgage Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of April 13, 2006 and recorded by the Cook County, Illinois Recorder of Deeds (the "Recorder of Deeds") on April 25, 2006 as Document Number 0611531081, as amended by that certain Amendment and Confirmation of Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of February 26, 2010 and recorded with the Recorder's of Deeds on March 15, 2010 as Document Number 1007413017 (hereinafter, collectively the "Original Mortgage"), and

WHEREAS, the Mortgagor and the Agent have agreed to amend and restate the Original Credit Agreement and, as such, have agreed to amend the Original Mortgage concurrently herewith to confirm that the Original Mortgage shall continue to secure the Obligations (as defined therein); and

WHEREAS, the Mortgagor and the Agent now wish to amend, modify and supplement the Original Mortgage all as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Agent hereby covenant and agree as follows:

1. All references in the Original Mortgage to the "Credit Agreement" shall mean the "Original Credit Agreement", as amended by that certain Second Amended and Restated Credit Agreement, dated as of September 2, 2011, by and between, among others, the Mortgagor, the Agent and the Lenders, as the same may be amended, amended and restated, modified, supplemented or restated from time to time."
2. All references to "February 5, 2014" in the Original Mortgage, to the extent there are any such references, are hereby deleted and replaced with "September 2, 2016", or such earlier date as provided for by the terms and conditions of the Credit Agreement."
3. Except as specifically amended hereby, the Original Mortgage shall remain in full force and effect and the Mortgagor hereby reaffirms all warranties (except those specifically relating to an earlier date) and covenants made by the Mortgagor contained therein as of the date hereof. The Original Mortgage, as modified hereby, and as provided in said Original Mortgage is upon the condition that all covenants and agreements of the Mortgagor contained therein and herein shall be kept and fully performed for any breach of which condition the holder hereof shall have all the rights and remedies set forth in the Original Mortgage.

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4. This Amendment and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.
5. This Amendment and any claim, controversy or dispute arising under or related to this Amendment shall be governed for all purposes by the law of the State of New York and the law of the United States applicable to transactions within said State except to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure and enforcement of rights and remedies against the Mortgaged Property, which matters shall be governed by the laws of the State in which the Mortgaged Property is located.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the Mortgagor has caused this Amendment to be duly executed and effective as of the first day written above.

MORTGAGOR:

BURLINGTON COAT FACTORY
REALTY OF RIVER OAKS, INC., an
Illinois corporation

By: 

Name: Robert LaPenta

Title: Vice President and Treasurer

Store 288, Lansing, Illinois

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State of New Jersey

Burlington County, ss.

On this date, Nov 22, 2011, before me, the undersigned notary public, personally appeared Robert LaPenta, as Vice President and Treasurer of Burlington Coat Factory Realty of River Oaks, Inc., an Illinois corporation, proved to me through satisfactory evidence of identification, which were photo ID, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

My Commission Expires: 2014

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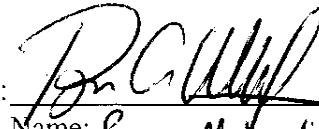
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IN WITNESS WHEREOF, the Agent has caused this Amendment to be duly executed and effective as of the first day written above.

AGENT:

BANK OF AMERICA, N.A.,
a national banking association

By: _____



Name: Roger Mafout

Title: Vice President

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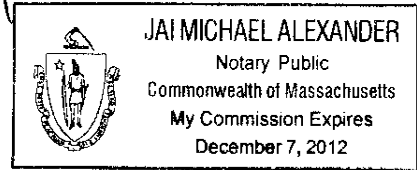
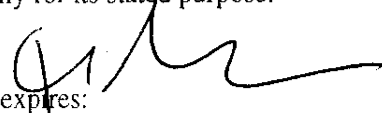
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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

On this date, DEC 30, 2011, before me, the undersigned notary public, personally appeared ROGER MALOUF, as VICE PRESIDENT of Bank of America, N.A., a national banking association, proved to me through satisfactory evidence of identification, which were PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:



Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A
LEGAL DESCRIPTION**

Permanent Real Estate Tax Identification Numbers: 30-19-300-012, 30-19-300-013, 30-19-300-039

Location: 16895 S. Torrance Road

Municipality: Lansing

County: Cook

State: Illinois

PARCEL 1:

LOT 1 AND THE SOUTHWESTERLY 1.04 FEET OF LOT 2 IN THE LANDINGS PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ALSO THAT PART OF OUTLOT A IN THE LANDINGS PLANNED UNIT DEVELOPMENT BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 AFORESAID, THENCE SOUTH 25 DEGREES, 14 MINUTES 34 SECONDS WEST ON THE SOUTHWESTERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 50 FEET; THENCE NORTH 64 DEGREES, 45 MINUTES, 26 SECONDS WEST A DISTANCE OF 93 FEET; THENCE SOUTH 25 DEGREES, 14 MINUTES, 34 SECONDS WEST A DISTANCE OF 82.32 FEET; THENCE NORTH 37 DEGREES, 48 MINUTES, 25 SECONDS WEST A DISTANCE OF 5.61 FEET TO AN ANGLE POINT ON SAID LOT 1; THENCE NORTH 25 DEGREES, 14 MINUTES, 34 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 129.78 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE SOUTH 64 DEGREES, 45 MINUTES, 26 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 98 FEET TO THE POINT OF BEGINNING. ALSO THAT PART OF OUTLOT A IN THE LANDINGS PLANNED UNIT DEVELOPMENT BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 1 AFORESAID, THENCE NORTH 64 DEGREES, 45 MINUTES, 26 SECONDS WEST ON THE NORTHWESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 7 FEET; THENCE SOUTH 25 DEGREES, 14 MINUTES, 34 SECONDS WEST A DISTANCE OF 180 FEET TO A POINT ON A LINE OF SAID LOT 1; THENCE SOUTH 64 DEGREES 45 MINUTES 26 SECONDS EAST ON A LINE OF SAID LOT 1 A DISTANCE OF 7 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE NORTH 25 DEGREES, 14 MINUTES, 34 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE PURPOSE OF PARKING, INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS RECORDED AUGUST 16, 1985 AS DOCUMENT 85149087 AND AS CREATED BY DEED RECORDED OCTOBER 15, 1985 AS DOCUMENT 85235391 AND AMENDED BY FIRST AMENDMENT TO SAID DECLARATION RECORDED AS DOCUMENT 85329731, AWARDED BY SECOND AMENDMENT AS DOCUMENT 88103519, AND THIRD AMENDMENT AS DOCUMENT 00331108 OVER AND ACROSS COMMON AREA AS SUCH IS DEFINED AND LIMITED THEREIN.

TOGETHER WITH the Terms, provisions, covenants, agreements and conditions contained in the road and utility Reciprocal Easement Agreement dated July 31, 1985 and recorded August 16, 1985 as Document 85149084 as amended by Amendment dated January 15, 1986 and recorded September 30, 1986 as Document 86446672 made by and between Amalgamated Trust and Savings Bank, as Trustee under Trust Agreement dated June 21, 1984 and known as Trust Number 4951, and the beneficiary thereof, Lansing Landings Shopping Center Partnership, LTD., an Illinois LTD, Partnership and River Land Associates, an Illinois General Partnership.

Store 288, Lansing, Illinois