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Doc#: 1322512001 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/13/2013 08:42 AM Pg: 1 of 7

RECORDATION REQUESTED BY:

Prepared By:
Greenberg Traurig, LLP
77 W. Wacker Dr., Suite 3100
Chicago, Illinois 60601
Attn: Frederick C. Fisher

WHEN RECORDED MAIL TO:

Greenberg Traurig, LLP
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Chicago, Illinois 60601
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SECOND AMENDMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

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THIS SECOND AMENDMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (this "Amendment") is made as of July 31, 2013, by and between **VIENNA BEEF LTD.**, an Illinois corporation, with its principal place of business at 2501 North Damen Avenue, Chicago, Illinois 60647 ("Mortgagor"), to and for the benefit of **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered bank, its successors and assigns, with an office at 120 South La Salle Street, Suite 200, Chicago, Illinois, 60603 ("Mortgagee").

RECITALS:

A. Mortgagor executed and delivered that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated July 31, 2008 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 13, 2008 as Document No. 0822626038, as amended by that certain First Amendment of Mortgage, Assignment of Leases and Rents and Security Agreement dated September 25, 2012 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 3, 2012 as Document No. 1227734079 (collectively, the "Mortgage") to and for the benefit of Mortgagee, creating a first mortgage lien on certain improved real estate located at 2501 North Damen Avenue, Chicago, Illinois, and legally described in **Exhibit A** attached hereto.

B. The Mortgage was given by Mortgagor to secure the performance of all of the obligations of Mortgagor to Mortgagee pursuant to that certain Amended and Restated Credit Agreement dated as of September 25, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement").

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C. Mortgagor and Mortgagee desire to amend the Existing Credit Agreement by entering into that certain First Amendment to Amended and Restated Credit Agreement dated as of the date hereof (the "First Amendment"). Pursuant to the First Amendment, Mortgagee has agreed to continue to provide loans and extend other financial accommodations to Mortgagor in an aggregate principal amount of \$24,306,700.00 (collectively, the "Loans") and extend the term of the facility. The Existing Credit Agreement, as amended by the First Amendment and as further amended, restated, supplemented or otherwise modified from time to time, is herein referred to as the "Credit Agreement".

D. It is a condition precedent to Mortgagee's execution of the First Amendment that Mortgagor shall have executed and delivered this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Mortgagor hereby agree as follows:

1. **Recitals.** That the recitals set forth above are true and accurate and are by this reference incorporated herein and made a part of this Amendment.

2. **Definitions.** All initially capitalized terms used in this Amendment and not otherwise defined herein are used with the meanings given such terms in the Mortgage.

3. **Amendments.** Subject to the terms and conditions of this Amendment, the Mortgage is hereby amended as follows:

(a) Section 3.2 of the Mortgage is amended by replacing the dollar amount "\$23,500,000.00" in clause (i) therein with "\$24,306,700.00".

(b) Section 3.3 of the Mortgage is amended and restated in its entirety as follows:

3.3 Variable Interest Rate. The Debt secured by this Mortgage bears interest at variable rates.

(c) Section 3.5 of the Mortgage is amended and restated in its entirety as follows:

3.5 Maturity Dates. The maturity dates of the Loans differ but, solely for purposes of this Mortgage, the "Maturity Date" of the Loans shall be deemed to mean the earlier of (i) July 31, 2018 or (ii) the date on which Mortgagor's Obligations are accelerated pursuant to the Credit Agreement.

(d) The Mortgage is amended to add the following new Section 13.18:

13.18 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also future advances (whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise) made by Mortgagee under the Notes

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or the Credit Agreement, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall, in no event, exceed \$50,000,000.00.

(d) From and after the date of execution of this Amendment, any reference to the Credit Agreement contained in the Mortgage shall be deemed to refer to the Credit Agreement as defined herein.

4. **Reaffirmation.** Mortgagor hereby reaffirms that it has granted, sold, conveyed, mortgaged and assigned the Mortgaged Property unto Mortgagee, and agrees that it shall continue to be bound by all of the terms, conditions, duties, obligations, undertakings, indemnities, covenants, representations and warranties contained in the Mortgage, as amended by this Amendment.

5. **Representation, Warranties and Covenants.** To induce Mortgagee to enter into this Amendment, Mortgagor hereby represents, warrants and covenants to Mortgagee that:

(a) The representations and warranties made by Mortgagor in the Mortgage are true and correct in all material respects on and as of the date hereof, before and after giving effect to the effectiveness of this Amendment, as if made on and as of the date hereof, other than those that related to an earlier or specific date.

(b) Mortgagor has the corporate power and authority, and the legal right, to make and deliver this Amendment and to perform all of its obligations under the Mortgage, as amended by this Amendment, and has taken all necessary corporate action to authorize the execution and delivery of this Amendment and the performance of the Mortgage, as so amended.

(c) When executed and delivered, this Amendment and the Mortgage, as amended by this Amendment, will constitute legal, valid and binding obligations of Mortgagor, enforceable against it, in accordance with its terms, except as affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

6. **Miscellaneous.**

(a) This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and same document.

(b) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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(c) Section captions and headings used in this Amendment are for convenience only and are not part of and shall not affect the construction of this Amendment.

(d) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(e) From and after the date of execution of this Amendment, any reference to the Mortgage contained in any notice, request, certificate or other instrument, document or agreement executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require.

(f) Except as expressly set forth herein, nothing in this Amendment is intended to or shall be deemed to have amended the Mortgage, which is hereby reaffirmed in all respects. Notwithstanding anything contained herein, the terms of this Amendment are not intended to and do not serve to effect a novation of the Mortgage.

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IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

MORTGAGOR:

VIENNA BEEF LTD., an Illinois corporation

By: *J.P. Bodman*
Name: John Bodman
Its: President

STATE OF Illinois
COUNTY OF Cook) ss

This instrument was acknowledged before me on July 31, 2013 by John P Bodman who is personally known to me [or] produced a ✓ driver's license as identification, in his capacity as the President of Vienna Beef Ltd, an Illinois Corporation.

Kathryn E Titter
NOTARY PUBLIC, STATE OF Illinois
Kathryn E Titter
(Print, Type of Stamp Commissions Name of Notary Public)
Commission No. 573759
My Commission Expires: 8/15/2016
(SEAL)



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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Parcel 1:

That part of the southwest 1/4 of the southeast 1/4 of Section 30, Township 40 North, Range 14, east of the Third Principal Meridian, lying west and south of the north branch of the Chicago River, north of Fullerton Avenue, northeast of Elston Avenue and east of the east line of Robey Street, now known as Damen Avenue, as now located, except the following:

Lots 15 to 32, both inclusive, in Block 8 of Fullerton's Addition to Chicago in said southwest 1/4 of the southeast 1/4, and also excepting the street and alley adjoining said lots on the east and north; also excepting that part thereof lying east of the following described line:

Commencing at the northeast corner of Fullerton and Wolcott Avenues, being also the southwest corner of vacated Block 10 in said Fullerton's Addition; thence north 00 degrees, 24 minutes west in the east line of said Wolcott Avenue, a distance of 141.00 feet to a point in the north line of the east and west 16-foot alley in said Block 8, extended to the east line of said Wolcott Avenue; thence west in the north line of said alley extended east, a distance of 37.80 feet; thence north 17 degrees, 30 minutes east, a distance of 277.17 feet; thence north 03 degrees, 07 minutes east, a distance of 117.64 feet to the southeast corner of a brick building; thence north 04 degrees, 51 minutes west along the easterly face of said brick building and the same extended northerly, a distance of 47.83 feet; thence north 03 degrees, 03 minutes, 36 seconds west to the thread of the north branch of the Chicago River, in Cook County, Illinois.

Parcel 2:

Lots 15 through 32 in Block 8 in Fullerton's addition to Chicago, said Fullerton addition being a subdivision of part of the southeast 1/4 of Section 30, Township 40 North, Range 14, east of the Third Principal Meridian, lying west of the north branch of the Chicago River and that part of the north 1/2 of the northeast 1/4 of Section 31, Township 40 North, Range 14, east of the Third Principal Meridian, lying west of the Chicago River and west of the Chicago and Northwestern Railroad, in Cook County, Illinois.

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Common Address of Premises:

2501 North Damen Avenue
Chicago, Illinois

1902, 1904, 1906, 1908, 1910, 1912, 1918, 1920-1922 West Fullerton Avenue
Chicago, Illinois

2401 and 2407 Elston Avenue
Chicago, Illinois

Tax Identification Number: 36-3172569

Permanent Index Numbers:

- 14-30-401-003
- 14-30-401-004
- 14-30-401-005
- 14-30-401-006
- 14-30-401-007
- 14-30-401-008
- 14-30-401-009
- 14-30-401-010
- 14-30-401-011
- 14-30-401-012
- 14-30-401-013
- 14-30-401-014
- 14-30-401-015
- 14-30-401-016
- 14-30-401-017
- 14-30-401-019

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