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Doc#: 1326204068 Fee: \$52.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/19/2013 01:08 PM Pg: 1 of 8

(Space Above for Recorder's Use Only)

## COVER SHEET FOR RECORDING (Cook County, Illinois)

**Title of Document:** THIRD AMENDMENT TO REAL PROPERTY MORTGAGE

**Date of Document:** August 16, 2013

**Mortgagor:** Juice Tyme, Inc.  
**Address:** 4401 South Oakley Avenue  
Chicago, Illinois 60609

**Mortgagee:** First Merit Bank, N.A. (as successor by assignment to First Bank  
Business Capital, Inc.)  
222 North LaSalle Street  
12th Floor  
Chicago, Illinois 60601

**Legal Description:** The Land described on attached Exhibit A,  
which is incorporated herein by this reference.

**Recording Reference:** Document No.: 0922633006

**Property Addresses:** 4401 South Oakley Avenue  
Chicago, Illinois 60609

This property is located within Cook County and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

**Box 400-CTCC**

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## THIRD AMENDMENT TO REAL PROPERTY MORTGAGE (Cook County, Illinois)

THIS THIRD AMENDMENT TO REAL PROPERTY MORTGAGE ("**Amendment**"), dated as of August 16, 2013, and is by and between Juice Tyme, Inc., a Wisconsin corporation, having its principal offices at 4401 South Oakley Avenue, Chicago, Illinois 60609 ("**Mortgagor**") and FirstMerit Bank, N.A., a national banking association (as successor by assignment to First Bank Business Capital Inc., a Missouri corporation, having an office at 222 North LaSalle Street, 12th Floor, Chicago, Illinois 60601 ("**Lender**").

### RECITALS

I. Pursuant to a certain Amended and Restated Credit and Security Agreement dated December 22, 2010 (as amended to date, the "**Existing Credit Agreement**"), by and between Mortgagor and Lender, Lender agreed to make revolving and term loans to Mortgagor and extend other financial accommodations to Mortgagor in an aggregate principal amount not to exceed \$15,000,000 (collectively, the "**Loans**"). The Loans are secured by, among other things, a certain Real Property Mortgage dated August 10, 2009 recorded with the Recorder of Deeds of Cook County, Illinois on August 14, 2009 as Document No. 0922633006 (as amended by First Amendment to Real Property Mortgage dated as of December 22, 2010 and recorded with the Recorder of Deeds of Cook County, Illinois on January 6, 2011 as Document No. 1100604003, as further amended by Second Amendment to Real Property Mortgage dated December 20, 2012 and recorded with the Recorder of Deeds of Cook County, Illinois, on January 15, 2013 as Document No. 1301541011 the "**Mortgage**"). The Mortgage encumbers certain property more particularly described therein as the "**Property**" which includes the land legally described on attached **Exhibit A**.

II. Concurrently herewith, the Existing Credit Agreement is being amended and restated in its entirety pursuant to that certain Second Amended and Restated Credit Agreement by and between Mortgagor and Lender (said Second Amended and Restated Credit Agreement as it may hereafter be amended, supplemented, modified, restated, or replaced, the "**Amended Credit Agreement**"). Pursuant to the Amended Credit Agreement, the aggregate maximum amount of the Loans is being increased to \$21,500,000 (the Loans, as amended pursuant to the Amended Credit Agreement, the "**Amended Loans**") and the maturity date is being extended to August 16, 2018. The Amended Loans may be evidenced, in whole or in part, by one or more notes in an aggregate principal amount not to exceed \$21,500,000 (said notes, together with all amendments, supplements, modifications and full or partial replacements, thereof, being hereafter referred to as the "**Notes**")

III. The parties hereto desire to amend the Mortgage to give record notice of the revised aggregate principal amount of the loans secured by the Mortgage, the restatement and replacement of the Existing Credit Agreement and the extended maturity date of the Loans.

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## AGREEMENTS

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

1. The Recitals are hereby incorporated into and made a part of this Amendment. Unless otherwise defined herein all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Mortgage.

2. All references in the Mortgage to the Credit Agreement shall mean the Amended Credit Agreement as defined herein.

3. The Mortgage is hereby amended to reflect that the Loans are now in the aggregate maximum principal amount not to exceed \$21,500,000.

4. All references to the Loan Instruments (and to any terms defined therein) shall mean such Loan Instruments (and such terms) as amended by the Amended Credit Agreement, this Amendment and all other documents or instruments being executed and delivered by Mortgagor in connection herewith, and as such Loan Instruments may hereafter be amended, restated, supplemented or replaced.

5. All references to the Notes (and any terms defined therein), shall mean the Notes, as defined herein, (and such terms) evidencing the Amended Loans and other obligations of Mortgagor under the Amended Credit Agreement, this Amendment and all other documents or instruments being executed and delivered by Mortgagor, and as such Notes may hereafter be amended, restated, supplemented or replaced.

6. The Mortgage is hereby amended to conform to the terms hereof. The Mortgage shall remain in full force and effect, in accordance with its original terms, as hereby amended.

7. Nothing herein shall be deemed to constitute a novation of the Loans. Mortgagor and Lender intend that the liens and security interests created by the Mortgage shall secure, among other things, the obligations of Mortgagor under the Amended Credit Agreement and the Amended Loans without interruption or other impairment.

8. Mortgagor hereby warrants that the Mortgage is enforceable against Mortgagor in accordance with its terms.


9. This Amendment may be executed in separate counterparts by the parties to this Amendment.

**[The balance of this page is blank; signature pages follow]**

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IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized officers as of the day and year first above written.

**JUICE TYME, INC.**, a Wisconsin corporation

By   
 Print Name JAMES M. CRONI  
 Title VP-FINANCE

ACCEPTED:

FIRSTMERIT BANK, N.A.

By \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Jami L. Brodey, Esq.  
 Goldberg Kohn Ltd.  
 55 East Monroe Street  
 Suite 3300  
 Chicago, Illinois 60603

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized officers as of the day and year first above written.

**JUICE TYME, INC.**, a Wisconsin corporation

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED:

FIRSTMERIT BANK, N.A

By *[Signature]*  
Print Name DAVID DEWAT  
Title Senior Vice President

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Jami L. Brodey, Esq.  
Goldberg Kohn Ltd.  
55 East Monroe Street  
Suite 3300  
Chicago, Illinois 60603

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## ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
 )

I, MELISSA MACHOWSKI, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT JAMES CRON the VP-FINANCE of JUICE TYME, INC., a Wisconsin corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ and appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation.

GIVEN under my hand and notarial seal this 16<sup>TH</sup> day of AUGUST, 2013.



Melissa Machowski  
 Notary Public

My Commission Expires:

6/22/14

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## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF Kendall ) SS

I, Ana B Soto, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT David DeWitt of FIRSTMERIT BANK, N.A., a national banking association, as Lender as aforesaid, 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 he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, as Lender as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15<sup>th</sup> day of August, 2013.

Ana B Soto  
Notary Public



My Commission Expires:  
1/30/17

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## EXHIBIT A

### Legal Description

#### PARCEL 1:

THE SOUTH 361.21 FEET OF THE NORTH 853.50 FEET (EXCEPT THE EAST 150 FEET THEREOF) OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

(EXCEPTING THEREFROM THAT PART THEREOF WHICH LIES SOUTH OF A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, THROUGH A POINT ON THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, WHICH POINT IS 823.53 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 6; AND ALSO EXCEPTING THEREFROM THE WEST 253.00 FEET OF THE SOUTH 156.00 FEET OF THE NORTH 678.29 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6);

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER AND ACROSS THE WEST 17 FEET OF THE NORTH 492.29 FEET (EXCEPT THE NORTH 33 FEET THEREOF) ALSO THE WEST 17 FEET OF THE SOUTH 156.00 FEET OF THE NORTH 678.29 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, FOR ROADWAY PURPOSES FOR INGRESS & EGRESS AND FOR SEWER AND OTHER UNDERGROUND UTILITIES AS RESERVED IN THE WARRANTY DEED FROM PENNOYER MERCHANTS TRANSFER COMPANY, A CORPORATION OF ILLINOIS, TO BERNARD S. MADORIN AND LUCILLE SIRK DATED NOVEMBER 2, 1964 AND RECORDED NOVEMBER 24, 1964 AS DOCUMENT NO. 19313050, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 IN, UNDER, OVER AND ACROSS FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF AND OPERATION OF UNDERGROUND WATER MAIN, SEWER AND OTHER LINES AND UTILITIES AND INCLUDING THE RIGHT OF ACCESS RECORDED NOVEMBER 1, 2005 AS DOCUMENT NUMBER 0530519080, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 8.0 FEET WIDE, BEING 4.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF WEST 43RD STREET, BEING 33 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 1,114.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH, AT RIGHT ANGLES TO THE SOUTH LINE OF WEST 43RD STREET, 120.00 FEET; THENCE EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 7.00 FEET; THENCE SOUTH, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 188.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 6.00 FEET; THENCE SOUTH, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 204.77 FEET TO THE NORTH FACE OF A CONCRETE BLOCK BUILDING, ALL IN COOK COUNTY, ILLINOIS.

Address: 4401 S. Oakley Avenue, Chicago, IL

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