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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/26/2015 12:36 PM Pg: 1 of 7

*Prepared By +*  
RECORDATION REQUESTED BY:

Greenberg Traurig, LLP  
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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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**THIRD AMENDMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT**

**THIS THIRD AMENDMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT** (this "Amendment") is made as of January 6, 2015, 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 LaSalle 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, as amended by that certain Second Amendment of Mortgage, Assignment of Leases and Rents and Security Agreement dated July 31, 2013 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 13, 2013 as Document No. 1322512001 (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 thereto (the "Premises").

B. The Mortgage was given by Mortgagor to secure the performance of all of the obligations of Mortgagor to Mortgagee pursuant to that Credit Agreement dated as of July 31,

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2008, as amended and restated by that certain Amended and Restated Credit Agreement dated as of September 25, 2012 (the "Existing Credit Agreement").

C. The Existing Credit Agreement was amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of July 31, 2013 (the "First Amendment"). 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. Mortgagor conveyed a portion of the Premises ("Released Property") to the City of Chicago and, in connection therewith, Mortgagee released the Mortgage with respect to such conveyed property pursuant to a Partial Release dated November 25, 2013 and recorded December 9, 2013 as Document No. 1334339076.

E. Mortgagor and Mortgagee desire to amend the Credit Agreement by entering into that certain Second Amendment to Amended and Restated Credit Agreement dated as of January \_\_, 2015 (the "Second Amendment"). Pursuant to the Second Amendment, Mortgagee agreed to continue to provide loans and extend other financial accommodations to Mortgagor in an aggregate principal amount of \$28,434,000.00 (collectively, the "Loans")

F. It is a condition precedent to Mortgagee's execution of the Second 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 "\$24,306,700.00" in clause (i) therein with "\$28,434,000.00".

(b) The Mortgage is amended to delete Section 13.18 in its entirety and replace it with the following:

**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 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

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be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall, in no event, exceed \$56,868,000.00.

(c) The legal description attached as Exhibit A to the Mortgage is hereby deleted and is replaced with the legal description attached as Exhibit A to this Amendment (which reflects the deletion of the Released Property from the Premises) and the legal description set forth in a second Third Amendment of Mortgage, Assignment of Leases and Rents and Security Agreement ("Additional Third Amendment") being recorded simultaneously with this Amendment. From and after the date hereof, the Premises, as defined in the Mortgage, shall mean the property described on Exhibit A of this Amendment and in the Additional Third Amendment.

(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.

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## 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.

(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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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

LOTS 20 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, EXCEPT THAT PORTION LYING WITHIN THE FOLLOWING PROPERTY:

THOSE PARTS OF LOTS 15 THROUGH 28, INCLUSIVE, OF BLOCK 8 OF FULLERTON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 30 AND THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 7, 1879 AS DOCUMENT NUMBER 221101, IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 15; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINES OF SAID LOTS A DISTANCE OF 395.20 FEET TO THE SOUTHERNMOST SOUTHWEST CORNER OF LOT 28; THENCE NORTH 46 DEGREES 11 MINUTES 32 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 28 A DISTANCE OF 2.57 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 42 SECONDS EAST A DISTANCE OF 397.05 FEET TO THE EAST LINE OF SAID LOT 15; THENCE SOUTH 0 DEGREES 24 MINUTES 44 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1.70 FEET TO THE POINT OF BEGINNING, CONTAINING 0.016 ACRES, MORE OR LESS.

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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

**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

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