



Doc#: 1532010008 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/16/2015 09:34 AM Pg: 1 of 9

(Space Above for Recorder's Use Only)

COVER SHEET FOR RECORDING
(Cook County, Illinois)

8468936 1 of 1 NH

Title of Document: FIFTH AMENDMENT TO REAL PROPERTY MORTGAGE

Date of Document: October 30, 2015

Mortgagor:
Address: Juice Tyn e. Inc.
4401 South Oakley Avenue
Chicago, Illinois 60609

Mortgagee: FirstMerit Bank, N.A., as Agent
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

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FIFTH AMENDMENT TO REAL PROPERTY MORTGAGE (Cook County, Illinois)

THIS FIFTH AMENDMENT TO REAL PROPERTY MORTGAGE ("**Amendment**"), dated as of October 30, 2015, 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 (in its individual capacity, "**FirstMerit**"), having an office at 222 North LaSalle Street, 12th Floor, Chicago, Illinois 60601, as administrative agent (FirstMerit, in its capacity as administrative agent, "**Agent**") for the Lenders (as defined below).

RECITALS

I. Pursuant to the terms of a certain Third Amended and Restated Credit and Security Agreement dated as of March 20, 2015 (as amended to date, the "**Existing Credit Agreement**") by and among FirstMerit, as a Lender and as Agent for all Lenders, the lenders party thereto from time to time ("**Lenders**"), Mortgagor and Lemon-X Corporation, a New York corporation ("**Lemon-X**"), as "**Borrowers**", Lenders agreed to make revolving and term loans to Mortgagor and extend other financial accommodations to Mortgagor in an aggregate principal amount not to exceed \$40,668,622.79 (collectively, the "**Loans**"), and to extend other financial accommodations to Borrowers. 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 (the "**Recorder**") on August 14, 2009 as Document No. 0922633006 (as amended by a First Amendment to Real Property Mortgage dated as of December 22, 2010 and recorded with the Recorder on January 6, 2011 as Document No. 1100604003, as further amended by a Second Amendment to Real Property Mortgage dated December 20, 2012 and recorded with the Recorder on January 15, 2013 as Document No. 1301541011, as further amended by a Third Amendment to Real Property Mortgage dated as of August 16, 2013 and recorded with the Recorder on September 19, 2013 as Document No. 1326204068, and as further amended by an Assignment of and Fourth Amendment to Real Property Mortgage dated as of March 20, 2015 and recorded with the Recorder on March 30, 2015 as Document No. 1508942052, 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 by that certain Consent and Amendment No. 2 to Third Amended and Restated Credit and Security Agreement ("**Amendment No. 2**") by and between Agent, Borrowers and Lenders (the Existing Credit Agreement as amended by Amendment No. 2, and as it may hereafter be further amended, supplemented, modified, restated, or replaced, the "**Amended Credit Agreement**"), pursuant to which, among other things, the aggregate principal amount of the Loans is being increased to \$54,563,000 and the maturity date is being extended to October 30, 2020 (the Loans, as amended, the "**Amended Loans**"). The Amended Loans

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may be evidenced, in whole or in part, by one or more notes in an aggregate principal amount not to exceed \$54,563,000 made by Borrowers (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 reflect the Amended Credit Agreement, and to give record notice of the increased principal amount of the Loans and the extension of the maturity date of the Loans.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent 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. All references in the Mortgage to the Loans shall mean the Amended Loans as defined herein.
4. The Mortgage is hereby amended to reflect that the Amended Loans are in the aggregate maximum principal amount not to exceed \$54,563,000.
5. The Mortgage is hereby amended to reflect that the maturity date of the Amended Loans is October 30, 2020.
6. 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 and/or Lemon-X in connection herewith, and as such Loan Instruments may hereafter be amended, restated, supplemented or replaced.
7. 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.

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8. 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.

9. Nothing herein, in the Amended Credit Agreement or in any documents delivered in connection herewith or therewith 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.

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


11. 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 and Agent have caused this instrument to be executed by their respective duly authorized officers as of the day and year first above written.

JUICE TYME, INC., a Wisconsin corporation

By 
Print Name Christopher McRorie
Title Vice President, General Counsel & Secretary

FIRSTMERIT BANK, N.A., a national banking association, as Agent

By _____
Print Name _____
Title _____

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Jason J. Mathew, Esq.
Goldberg Kohn Ltd.
55 East Monroe Street, Suite 3300
Chicago, Illinois 60603

Property of Cook County Clerk's Office

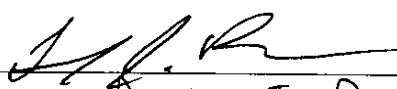
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IN WITNESS WHEREOF, Mortgagor and Agent have caused this instrument to be executed by their respective duly authorized officers as of the day and year first above written.

JUICE TYME, INC., a Wisconsin corporation

By _____
Print Name _____
Title _____

FIRSTMERIT BANK, N.A., a national banking association, as Agent

By  _____
Print Name Douglas J. Bruehler
Title Vice President

Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Jason J. Mathew, Esq.
Goldberg Kohn Ltd.
55 East Monroe Street, Suite 3300
Chicago, Illinois 60603

UNOFFICIAL COPY**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 SISK 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 60609

PERM TAX#

20-06-300-029-0000