

# UNOFFICIAL COPY



Doc#: 1535633000 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/22/2015 09:13 AM Pg: 1 of 4

This instrument was prepared  
by and, after recording,  
return to:

Robert N. Sodikoff  
Aronberg Goldgehn Davis &  
Garmisa  
330 North Wabash - Suite 1700  
Chicago, Illinois 60611

Location:  
Property commonly known as  
400 East Golf Road  
Arlington Heights, IL 60005

P.I.N.S: 08-10-302-033-0000  
08-10-302-036-0000  
08-10-302-046-0000

Space above this line for Recorder's use only

2611619A

## Amendment to Mortgage and Security Agreement and UCC Fixture Filing

**This Amendment to Mortgage and Security Agreement and UCC Fixture Filing** (this "Amendment") is made effective as of November 24, 2015 (the "Effective Date") by and between **AFL INVESTMENTS**, an Illinois partnership whose address is 400 East Golf Road, Arlington Heights, Illinois 60005 ("Mortgagor"), and **EVERGREEN BANK GROUP**, its successor and assigns, whose address is 1515 West 22<sup>nd</sup> Street, Suite 100W, Oak Brook, Illinois 60523 ("Mortgagee").

### RECITALS:

A. Mortgagor has granted and conveyed to Bank that certain Mortgage and Security Agreement and UCC Fixture Filing dated February 20, 2015, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder") on March 3, 2015 as Document No. 1506201101 (the "Mortgage"), and Assignment of Leases and Rents dated February 20, 2015 and recorded by the Recorder on March 3, 2015 as Document No. 1506201101 (the "Assignment"), which Mortgage and Assignment encumber certain real property commonly known as 400 East Golf Road, Arlington Heights, Illinois, and legally described in Exhibit A attached hereto and made a part hereof.

B. Mortgagor and Mortgagee wish to modify and amend the Mortgage as hereinafter set forth.

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

1. The Recitals set forth above are hereby incorporated herein and made a part hereof by reference thereto.

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2. As of the Effective Date, the Mortgage is hereby amended to evidence that in addition to the Loans identified in the second Whereas clause of the Mortgage, the Mortgage also secures the following Notes, all dated of even date hereof, payable to Mortgagee: (i) the Equipment Term Note of Valli Produce of Rockford, Inc. in the amount of \$2,007,133.00; (ii) the Equipment Term Note of Valli Produce of Glendale Heights, Inc. in the amount of \$803,446.00; (iii) the Equipment Term Note of Valli Produce of Hoffman Estates, Inc. in the amount of \$991,409.00; (iv) the Equipment Term Note of Valli Produce of Loves Park, Inc. in the amount of \$1,185,313.00; (v) the Demand Note of Valli Produce of Hoffman Estates, Inc. in the amount of \$125,000.00; (vi) the Demand Note of Valli Produce of Loves Park, Inc. in the amount of \$125,000.00; (vii) the Demand Note of Rockford, Inc. in the amount of \$250,000.00; (viii) the Demand Note of Valli Produce of Glendale Heights, Inc. in the amount of \$200,000.00; (ix) the Term Note of Valli Produce of Evanston, Inc. in the amount of \$1,200,000.00; and (x) the Term Note II of Valli Produce of Evanston, Inc. in the amount of \$1,203,000.00. Reference to "Note" or "Notes" in the Mortgage includes the Notes enumerated above, as the same may be amended, modified, extended or restated from time to time, in addition to the Loans and Notes set forth in the second Whereas clause of the Mortgage.

3. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois. Except as expressly amended hereby, the terms of the Mortgage, as previously amended or modified, shall remain in full force and effect.

4. Mortgagor acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Amendment.

5. This Amendment shall be effective as of the date first above written upon execution by the parties hereto. The date or dates of the acknowledgements indicate the date(s) of execution of this Amendment but execution is as of the above date, and for purposes of identification and reference the date of this Amendment is the above date.


*[Signature page follows.]*

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

**MORTGAGOR:**

**AFL INVESTMENTS,**  
an Illinois partnership

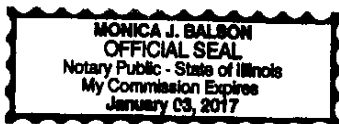
By:   
Alfredo Presta, General Partner

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alfredo Presta, General Partner of AFL INVESTMENTS, who is 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 the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24<sup>th</sup> day of November, 2015.

(SEAL)



  
NOTARY PUBLIC

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 3 (EXCEPT THE WEST HALF THEREOF AND THE SOUTH 5 FEET THEREOF) AND LOT 4 (EXCEPT THE SOUTH 5 FEET OF THE WEST 63.20 FEET OF LOT 4, AS MEASURED PERPENDICULAR TO THE SOUTH LINE OF SAID LOTS 3 AND 4) IN FINAL PLAT OF ARLINGTON CENTRE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. 25531638 AND REGISTERED AS DOCUMENT NO. LR3261295, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 2 (EXCEPT THE SOUTH 5 FEET THEREOF TAKEN FOR THE WIDENING OF GOLF ROAD IN CASE 93L051272) AND THE WEST HALF OF LOT 3 (EXCEPT THE SOUTH 5 FEET THEREOF TAKEN FOR THE WIDENING OF GOLF ROAD IN CASE 93L051272) IN ARLINGTON HEIGHTS CENTRE, A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. 25531638 AND REGISTERED AS DOCUMENT NO. LR3261295, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 400 EAST GOLF ROAD, ARLINGTON HEIGHTS, IL 60005

PINS: 08-10-302-033-0000  
08-10-302-046-0000  
08-10-302-048-0000