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Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 04/21/2016 11:22 AM Pg: 1 of 15

only

EIGHTH MODIFICATION OF LOAN DOCUMENTS

THIS EIGHTH MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 15th day of February, 2016, by and between **DUTCH FARMS, INC.**, an Illinois corporation ("Borrower"), and **FIFTH THIRD BANK**, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, its successors and assigns ("Lender").

RECITALS:

A. Pursuant to the terms and conditions of that certain Loan and Security Agreement dated February 28, 2005 by and between Borrower and Lender (as heretofore amended, restated, modified or supplemented, the "Existing 2005 Loan Agreement"), Lender has heretofore made to Borrower (i) revolving loans (the "Revolving Loans") in the original maximum principal amount of \$10,000,000.00 (which includes a subfacility in the maximum principal amount of \$1,000,000.00 for letters of credit), as evidenced by that certain Revolving Line of Credit Note dated February 28, 2005 executed by Borrower and made payable to the order of Lender in the original maximum principal amount of Ten Million and No/100 Dollars (\$10,000,000.00) (as heretofore amended, restated, modified or supplemented, the "Original Revolving Note"), and (ii) a mortgage loan (the "Mortgage Loan") in the original principal amount of Four Million Eight Hundred Thousand and No/100 Dollars (\$4,800,000.00), as evidenced by that certain Mortgage Note dated February 28, 2005 executed by Borrower and made payable to the order of Lender in the original principal amount of \$4,800,000.00 (as heretofore amended, restated, modified or supplemented, the "Original Mortgage Note").

**This document prepared by and
after recording return to:**

Diana Y. Tsai, Esq.
Dykema Gossett PLLC
10 South Wacker Drive
Suite 2300
Chicago, Illinois 60606

Parcel Number:

25-14-300-012-0000

Address of Property:

801 East 107th Street, Chicago, Illinois

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B. The Revolving Loans, the Mortgage Loan and the B & B Pullman Loan are secured by, among other things, (i) that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated February 28, 2005 made by Borrower to and for the benefit of Lender and recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on March 10, 2005 as Document Number 0506904347 (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A attached hereto (the "Property"), and (ii) certain other loan documents (the Amended and Restated Loan Agreement (as hereinafter defined), the Notes (as hereinafter defined), the Mortgage, as amended by the First Amendment to Mortgage (as hereinafter defined), the Second Modification of Loan Documents (as hereinafter defined), the Third Modification of Loan Documents (as hereinafter defined), the Fourth Modification of Loan Documents (as hereinafter defined), the Fifth Modification of Loan Documents (as hereinafter defined), the Sixth Modification of Loan Documents (as hereinafter defined), the Security Agreement (as hereinafter defined), the Guaranties (as hereinafter defined), the B & B Pullman Loan Agreement (as hereinafter defined), the B & B Pullman Note (as hereinafter defined), this Agreement and the other documents evidencing, securing and guarantying the Loans, in their original forms and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. Borrower and Lender have heretofore entered into that certain Revolving Loan Agreement dated July 5, 2009 (as heretofore amended, restated, modified or supplemented, the "Existing 2009 Loan Agreement", and together with the Existing 2005 Loan Agreement, collectively, the "Existing Loan Agreements"), pursuant to which the Revolving Loans were continued to be made from Lender to Borrower. Concurrently with the Revolving Loan Agreement, (i) Borrower and Lender entered into that certain Security Agreement dated July 5, 2009 (as amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement"), (ii) Borrower executed and delivered to Lender that certain Revolving Line of Credit Note dated July 5, 2009 and made payable to the order of Lender in the maximum principal amount of \$10,000,000.00 (the "First Amended Revolving Note"), which First Amended Revolving Note amended and restated the Original Revolving Note in its entirety, and (iii) Borrower and Lender entered into that certain Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases to Open-End Mortgage dated July 5, 2009 and recorded with the Recorder's Office on September 4, 2009 as Document Number 092474000 (the "First Amendment to Mortgage"), pursuant to which the Mortgage was amended to, among other things, additionally secure the Revolving Loans and the First Amended Revolving Note.

D. Borrower and Lender have heretofore entered into that certain Modification and Amendment Agreement to Revolving Loan Agreement dated December 5, 2010, but effective as of October 5, 2010 (the "First Modification of Revolving Loan Agreement"), pursuant to which the Revolving Loan Agreement was modified in certain respects. Concurrently therewith, Borrower executed and delivered to Lender that certain Mortgage Note (Renewal) dated December 5, 2010 executed by Borrower and made payable to the order of Lender in the principal amount of \$3,078,165.25 (as amended, restated, modified or supplemented and in effect from time to time, the "First Amended Mortgage Note"), which First Amended Mortgage Note amended and restated the Original Mortgage Note in its entirety.

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E. Borrower and Lender have heretofore entered into that certain Modification and Amendment Agreement to Revolving Loan Agreement dated October 5, 2011 (the "Second Modification of Revolving Loan Agreement"), pursuant to which the Revolving Loan Agreement was modified in certain respects. Concurrently therewith, Borrower executed and delivered to Lender that certain Revolving Secured Note (Renewal) dated October 5, 2011 and made payable to the order of Lender in the maximum principal amount of \$10,000,000.00 (the "Second Amended Revolving Note"), which Second Amended Revolving Note amended and restated the First Amended Revolving Note in its entirety.

F. Borrower and Lender have heretofore entered into that certain Third Amendment to Revolving Loan Agreement and Other Loan Documents dated as of December 20, 2012, but effective as of October 5, 2012 (the "Third Modification of Revolving Loan Agreement"), pursuant to which, among other things, the maturity date of the Revolving Loans is being extended to March 4, 2013. Concurrently therewith, Borrower executed and delivered to Lender that certain Revolving Secured Note (Renewal) dated as of December 20, 2012, but effective as of October 5, 2012 and made payable to the order of Lender in the maximum principal amount of \$10,000,000.00 (the "Third Amended Revolving Note"), which Third Amended Revolving Note amended and restated the Second Amended Revolving Note in its entirety, and Brian A. Boomsma executed and delivered to Lender that certain Continuing Unconditional Guaranty dated as of December 20, 2012, but effective as of October 5, 2012, in favor of Lender (as amended, restated, modified or supplemented and in effect from time to time, the "Brian Guaranty"). Concurrently therewith, Borrower, Brian A. Boomsma and Lender also entered into that certain Second Modification of Loan Documents dated as of December 20, 2012, but effective as of October 5, 2012 (the "Second Modification of Loan Documents"), pursuant to which the Mortgage and the other Loan Documents were amended to, among other things, additionally secure the Revolving Loans, the Revolving Note, the B & B Pullman Loan and the B & B Pullman Note, all as more fully set forth therein.

G. Borrower and Lender have heretofore entered into that certain Fourth Amendment to Revolving Loan Agreement and Other Loan Documents dated as of March 4, 2013 (the "Fourth Modification of Revolving Loan Agreement"), pursuant to which, among other things, the maturity date of the Revolving Loans was extended to July 5, 2014. Concurrently therewith, (i) Borrower executed and delivered to Lender that certain Revolving Secured Note (Renewal) dated as of March 4, 2013 and made payable to the order of Lender in the maximum principal amount of \$10,000,000.00 (the "Fourth Amended Revolving Note"), which Fourth Amended Revolving Note amended and restated the Third Amended Revolving Note in its entirety, and (ii) each of (A) Mary Jean Boomsma, (B) Brian Allen Boomsma, as Trustee of the Bruce Arnold Boomsma Living Trust, (C) Brian Allen Boomsma, as Trustee of the Marital Trust created under the Bruce Arnold Boomsma Living Trust and (D) Brian Allen Boomsma, as Trustee of the Family Trust created under the Bruce Arnold Boomsma Living Trust, executed and delivered to Lender a Continuing Unconditional Guaranty dated as of March 4, 2013 in favor of Lender (as each may be amended, restated, modified or supplemented and in effect from time to time, together with the Brian Guaranty, collectively, the "Guaranties"). Concurrently therewith, Borrower and Lender also entered into that certain Third Modification of Loan Documents dated as of March 4, 2013 (the "Third Modification of Loan Documents"), pursuant to which the Mortgage and the other Loan Documents were amended to, among other things, reflect the extension of the maturity date of the Revolving Loans.

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H. Borrower and Lender have heretofore entered into that certain Fifth Amendment to Revolving Loan Agreement and Other Loan Documents dated as of March 12, 2014 (the "Fifth Modification of Revolving Loan Agreement"), pursuant to which, among other things, the maturity date of the Revolving Loans was extended to July 15, 2015. Concurrently therewith, Borrower executed and delivered to Lender that certain Revolving Secured Note (Renewal) dated as of March 12, 2014 and made payable to the order of Lender in the maximum principal amount of \$10,000,000.00 (the "Fifth Amended Revolving Note"), which Fifth Amended Revolving Note amended and restated the Fourth Amended Revolving Note in its entirety. Concurrently therewith, Borrower and Lender also entered into that certain Fourth Modification of Loan Documents dated as of March 12, 2014 (the "Fourth Modification of Loan Documents"), pursuant to which the Mortgage and the other Loan Documents were amended to, among other things, reflect the extension of the maturity date of the Revolving Loans.

I. Borrower and Lender have heretofore entered into that certain Sixth Amendment to Revolving Loan Agreement and Other Loan Documents dated as of July 15, 2015 (the "Sixth Modification of Revolving Loan Agreement"), pursuant to which, among other things, (i) the maturity date of the Revolving Loans was extended to September 15, 2015. Concurrently therewith, Borrower executed and delivered to Lender that certain Revolving Secured Note (Renewal) dated as of July 15, 2015 and made payable to the order of Lender in the maximum principal amount of \$10,000,000.00 (the "Sixth Amended Revolving Note"), which Sixth Amended Revolving Note amended and restated the Fifth Amended Revolving Note in its entirety. Concurrently therewith, Borrower and Lender also entered into that certain Fifth Modification of Loan Documents dated as of July 15, 2015 (the "Fifth Modification of Loan Documents"), pursuant to which the Mortgage and the other Loan Documents were amended to, among other things, reflect the extension of the maturity date of the Revolving Loans.

J. Borrower and Lender have heretofore entered into that certain Seventh Amendment to Revolving Loan Agreement and Other Loan Documents dated as of September 15, 2015 (the "Seventh Modification of Revolving Loan Agreement"), pursuant to which, among other things, (i) the maturity date of the Revolving Loans was extended to November 16, 2015, and (ii) Borrower executed and delivered to Lender that certain Revolving Secured Note (Renewal) dated as of September 15, 2015 and made payable to the order of Lender in the maximum principal amount of \$10,000,000.00 (the "Seventh Amended Revolving Note"), which Seventh Amended Revolving Note amended and restated the Sixth Amended Revolving Note in its entirety. Concurrently therewith, Borrower and Lender also entered into that Sixth Modification of Loan Documents dated as of September 15, 2015 (the "Sixth Modification of Loan Documents"), pursuant to which the Mortgage and the other Loan Documents were amended to, among other things, reflect the extension of the maturity date of the Revolving Loans.

K. Borrower and Lender have heretofore entered into that certain Eighth Amendment to Revolving Loan Agreement and Other Loan Documents dated as of November 16, 2015 (the "Eighth Modification of Revolving Loan Agreement"), pursuant to which, among other things, (i) the maturity date of the Revolving Loans was extended to February 15, 2016, and (ii) Borrower executed and delivered to Lender that certain Revolving Secured Note (Renewal) dated as of November 16, 2015 executed by Borrower and made payable to the order of Lender in the maximum principal amount of \$10,000,000.00 (the "Eighth Amended Revolving Note"),

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which Eighth Amended Revolving Note amended and restated the Seventh Amended Revolving Note in its entirety. Concurrently therewith, Borrower and Lender also entered into that Seventh Modification of Loan Documents dated as of November 16, 2015 (the "Seventh Modification of Loan Documents"), pursuant to which the Mortgage and the other Loan Documents were amended to, among other things, reflect the extension of the maturity date of the Revolving Loans.

L. Concurrently herewith, (i) Borrower and Lender are entering into that certain Amended and Restated Loan and Security Agreement dated as of February 15, 2016 (the "Amended and Restated Loan Agreement"), which amends and restates the Existing Loan Agreements in their respective entireties, and pursuant to which, among other things, (i) the maximum principal amount of the Revolving Loans is being increased to \$12,500,000.00 (which includes an increased subfacility in the maximum principal amount of \$2,500,000.00 for letters of credit) (as increased, hereinafter referred to as the "Revolving Loans"), (ii) the maturity date of the Revolving Loans is being extended to February 15, 2018, (iii) the maturity date of the Mortgage Loan is being extended to October 15, 2020, (iv) Borrower is executing and delivering to Lender that certain Amended and Restated Revolving Note dated as of February 15, 2016 and made payable to the order of Lender in the maximum principal amount of \$12,500,000.00 (as amended, restated, modified or supplemented and in effect from time to time, the "Revolving Note"), which Revolving Note amends and restates the Eighth Amended Revolving Note in its entirety; and (v) Borrower is executing and delivering to Lender that certain Amended and Restated Term Note dated as of February 15, 2016 and made payable to the order of Lender in the principal amount of \$1,499,942.57 (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage Note"), which Mortgage Note amends and restates the First Amended Mortgage Note in its entirety.

M. Pursuant to the terms and conditions of that certain Loan Agreement dated as of July 5, 2009 by and between B & B Pullman Properties, L.P., an Illinois limited partnership ("B & B Pullman"), and Lender (as heretofore amended, restated, modified or supplemented, the "Original B & B Pullman Loan Agreement"), Lender has heretofore made to B & B Pullman, a mortgage loan (the "Existing B & B Pullman Loan") in the original principal amount of \$6,900,000.00, as evidenced by that certain Mortgage Note dated July 15, 2005 executed by B & B Pullman and made payable to the order of Lender in the original principal amount of \$6,900,000.00 (as heretofore amended, restated, modified or supplemented, the "Original B & B Pullman Mortgage Note"), which Original B & B Pullman Mortgage Note was amended and restated by that certain Term Note dated July 5, 2009 executed by B & B Pullman and made payable to the order of Lender in the principal amount of \$6,482,255.03 (as heretofore amended, restated, modified or supplemented, the "Original B & B Pullman Note").

N. B & B Pullman and Lender have heretofore entered into that certain Amended and Restated Loan Agreement dated as of March 12, 2014 (as amended, restated, modified or supplemented and in effect from time to time, the "B & B Pullman Loan Agreement"), pursuant to which, among other things, the principal amount of the Existing B & B Pullman Loan was increased by \$7,000,000 from \$4,465,553.35 to \$11,465,553.35 (as increased, hereinafter referred to as the "B & B Pullman Loan"), which B & B Pullman Loan Agreement amended and restated the Original B & B Pullman Loan Agreement in its entirety. In connection with the B & B Pullman Loan Agreement, B & B Pullman executed and delivered to Lender that certain

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Amended and Restated Promissory Note executed by Borrower and made payable to the order of Lender in the principal amount of \$11,465,553.35 (as amended, restated, modified or supplemented and in effect from time to time, the "B & B Pullman Note"), which B & B Pullman Note amended and restated the Original B & B Pullman Note in its entirety.

O. Pursuant to the terms and conditions of that certain Loan and Security Agreement dated as of April 14, 2005 by and between B&B Langley Properties, Incorporated, an Illinois corporation ("B&B Langley"), and Lender (as heretofore amended, restated, modified or supplemented, the "Original B&B Langley Loan Agreement"), Lender has heretofore made to B&B Langley a mortgage loan (the "B&B Langley Loan") in the original principal amount of \$1,800,000.00, as evidenced by that certain Mortgage Note dated April 14, 2005 executed by B&B Langley and made payable to the order of Lender in the original principal amount of \$1,800,000.00 (as heretofore amended, restated, modified or supplemented, the "2005 B&B Langley Mortgage Note"), which 2005 B&B Langley Mortgage Note was amended and restated by that certain Mortgage Note dated December 5, 2010 executed by B&B Langley and made payable to the order of Lender in the principal amount of \$1,854,417.02 (as heretofore amended, restated, modified or supplemented, the "Original B&B Langley Note").

P. B&B Langley and Lender have heretofore entered into that certain Amended and Restated Loan Agreement dated as of March 12, 2014 (as amended, restated, modified or supplemented and in effect from time to time, the "B&B Langley Loan Agreement"), pursuant to which Lender continued to extend the B&B Langley Loan to B&B Langley, and which B&B Langley Loan Agreement amended and restated the Original B&B Langley Loan Agreement in its entirety. In connection with the B&B Langley Loan Agreement, B&B Langley executed and delivered to Lender that certain Amended and Restated Promissory Note executed by B&B Langley and made payable to the order of Lender in the principal amount of \$1,467,667.28 (as amended, restated, modified or supplemented and in effect from time to time, the "B&B Langley Note"), which B&B Langley Note amended and restated the Original B&B Langley Note in its entirety. The B&B Langley Loan and the B&B Langley Note have heretofore been repaid in their entirety.

Q. The Revolving Loans, the Mortgage Loan and the B & B Pullman Loan are collectively referred to herein as the "Loans", and the Revolving Note, the Mortgage Note and the B & B Pullman Note are collectively referred to herein as the "Notes".

R. Borrower and Lender desire to amend the Loan Documents in order to, among other things, provide that (i) the Mortgage secures all of the indebtedness, obligations and liabilities under the Amended and Restated Loan Agreement, the B & B Pullman Loan Agreement and the Notes, including, without limitation, the Loans, (ii) reflect the increase of the maximum principal amount of the Revolving Loans, (iii) reflect the extension of the maturity date of the Revolving Loans, and (iv) reflect the extension of the maturity date of the Mortgage Loan, all as more fully described and set forth herein, and on and subject to the terms and conditions set forth herein.

AGREEMENTS:

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NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Modifications to Mortgage and Other Loan Documents.**

(a) The Mortgage is hereby modified to provide that the Mortgage secures all of the indebtedness, obligations and liabilities under the Amended and Restated Loan Agreement, the B & B Pullman Loan Agreement and the Notes, including, without limitation, the Loans. All references in the Mortgage to "Loan", "Loans" and "Notes" shall include the Loans and the Notes, respectively. All references to "Loan Agreement" in the Mortgage shall refer to the Amended and Restated Loan Agreement and the B & B Pullman Loan Agreement.

(b) The maximum principal amount of the Revolving Loans is \$12,500,000.00. Any reference in the Mortgage or any other Loan Document to the maximum principal amount of the Revolving Loans shall mean \$12,500,000.00.

(c) The maturity date of the Revolving Loans is February 15, 2018. Any reference in the Mortgage or any other Loan Document to the maturity date of the Revolving Loans shall mean February 15, 2018.

(d) The maturity date of the Mortgage Loan is October 15, 2020. Any reference in the Mortgage or any other Loan Document to the maturity date of the Mortgage Loan shall mean October 15, 2020.

2. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Mortgage or any of the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loans from the date of the most recent financial statement received by Lender.

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(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loans or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

3. **Title Policy.** If required by Lender, as a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's Title Insurance Policy No. 1401 008264700 (the "**Title Policy**"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

4. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

5. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.

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(d) Borrower and Lender each 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 Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Mortgage and the other Loan Documents, each as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

6. **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.** Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loans to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

[Remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Eighth Modification of Loan Documents dated as of the day and year first above written.

LENDER:

FIFTH THIRD BANK, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation

By: *David L. Mystic*
Name: David L. Mystic
Title: Vice President

BORROWER:

DUTCH FARMS, INC., an Illinois corporation

By: _____
Name: Brian A. Boomsma
Title: President

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Eighth Modification of Loan Documents dated as of the day and year first above written.

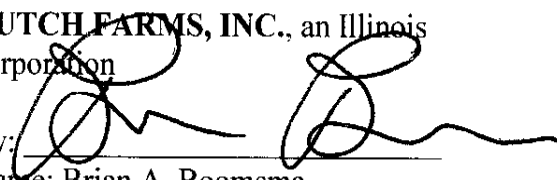
LENDER:

FIFTH THIRD BANK, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation

By: _____
Name: David L. Mystic
Title: Vice President

BORROWER:

DUTCH FARMS, INC., an Illinois corporation

By: 
Name: Brian A. Boomsma
Title: President

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EXHIBIT A

THE PROPERTY

PARCEL "A":

THAT PART OF LOT 3, LYING SOUTH OF EAST 107TH STREET, AS DEDICATED BY DOCUMENT RECORDED NOVEMBER 19, 1970 AS DOCUMENT 21322160 IN ENJAY CONSTRUCTION COMPANY'S PULLMAN INDUSTRIAL DISTRICT, BEING A SUBDIVISION OF PARTS OF THE WEST 1/2 OF SECTION 14 AND THE EAST 1/2 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HYDE PARK TOWNSHIP, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF SAID LOT 3, BEING THE WESTERLY LINE OF THE SOUTH 30-FOOT RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, WITH THE SOUTH LINE OF EAST 107TH STREET, AS NOW DEDICATED, SAID LINE BEING DRAWN PARALLEL WITH AND 262.21 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 386.20 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 67.96 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 561.02 FEET TO A POINT 424.72 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEXED TO THE SOUTHWEST, WITH A RADIUS OF 396.06 FEET, THE RADIAL LINE OF SAID CURVED LINE FORMS AN ANGLE OF 66 DEGREES, 53 MINUTES, 14 SECONDS, FROM NORTH TO EAST WITH THE AFORESAID WEST LINE, A DISTANCE OF 109.33 FEET (ARC); THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 80.00 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE, CONVEXED TO THE NORTHEAST WITH A RADIUS OF 373.06 FEET, A DISTANCE OF 187.82 FEET (ARC), TO THE SOUTHERLY LINE OF SAID LOT 3, BEING THE NORTHERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, BEING A CURVED LINE, CONVEXED TO THE SOUTHEAST, WITH A RADIUS OF 291.50 FEET, A DISTANCE OF 102.44 FEET (ARC); THENCE NORTHEASTERLY ON A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 25.89 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 3, BEING THE WESTERLY LINE OF AFORESAID 30-FOOT RIGHT OF WAY, A DISTANCE OF 803.71 FEET TO THE POINT OF BEGINNING.

PARCEL "B":

THAT PART OF LOT 3, LYING SOUTHWESTERLY OF A 20-FOOT STRIP OF LAND FOR SWITCH TRACK RIGHT OF WAY, IN ENJAY CONSTRUCTION COMPANY'S PULLMAN INDUSTRIAL DISTRICT, BEING A SUBDIVISION OF PARTS OF THE WEST 1/2 OF SECTION 14 AND THE EAST 1/2 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3, BEING THE NORTHERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT OF WAY, A CURVED LINE CONVEXED TO THE SOUTHEAST, WITH A RADIUS OF 291.50 FEET, A DISTANCE OF 214.46 FEET (ARC) TO THE INTERSECTION WITH THE SOUTHERLY LINE OF A 20-FOOT STRIP OF LAND FOR SWITCH TRACK RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, CONVEXED TO THE NORTHEAST, WITH A RADIUS OF 373.06 FEET, A DISTANCE OF 187.82 FEET (ARC); THENCE NORTHWESTERLY ON A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 80.00 FEET; THENCE NORTHWESTERLY ON A CURVED LINE, CONVEXED TO THE SOUTHWEST, WITH A RADIUS OF 393.06 FEET, A DISTANCE OF 109.33 FEET (ARC) TO THE WEST LINE OF AFORESAID LOT 3; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 424.72 FEET TO THE POINT OF BEGINNING;

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TOGETHER WITH THE EAST 31.67 FEET OF THE SOUTH 2.00 FEET OF LOT 4 AND THE EAST 31.67 FEET OF LOT 5 THEREOF IN THE AFORESAID ENJAY CONSTRUCTION COMPANY'S PULLMAN INDUSTRIAL DISTRICT, ALL IN COOK COUNTY, ILLINOIS.

Common Address: 801 East 107th Street, Chicago, Illinois

PIN: 25-14-300-012-0000

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