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FOURTH AMENDMENT AND FIRST SUPPLEMENT TO DEED OF TRUST

91693020

THIS INSTRUMENT, made and delivered as of the 27th day of November, 1991, by and between VIENNA BEEF LTD. ("Mortgagor"), an Illinois corporation, having its principal place of business at 2501 North Damen Avenue, Chicago, Illinois 60647, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Trustee"), having its principal place of business at 120 North LaSalle Street, Chicago, Illinois 60690, : T#3333 TRAN 5932 12/31/91 09:18:00 \$23.00
: #8426 C *-91-693020
COOK COUNTY RECORDER

W I T N E S S E T H:

A. To evidence and secure indebtedness (the "Indebtedness") in a principal amount up to Twelve Million Eight Hundred Fifty Thousand and no/100 Dollars (\$12,850,000.00) advanced to Mortgagor and to Vienna Sausage Manufacturing Co. ("Sausage") (Mortgagor and Sausage are hereinafter sometimes collectively referred to as "Borrowers") by American National Bank and Trust Company of Chicago ("Lender"), the Borrowers have executed and delivered to Lender and Trustee, inter alia, the following documents:

1. Credit and Security Agreement (the "Loan Agreement") between the Borrowers and Lender dated December 26, 1985, as amended by:

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- a. Modification Agreement dated October 9, 1987;
- b. Second Modification Agreement dated October 11, 1988;
- c. Letter agreement dated September 18, 1990; and
- d. Fourth Modification Agreement dated as of the date hereof;

2. Restated and Amended Secured Revolving Promissory Note dated October 11, 1988 (the "Restated Note") made by the Borrowers to Lender, amending and restating a Secured Revolving Promissory Note dated December 26, 1985, as further amended by:

- a. First Amendment to Restated and Amended Secured Revolving Promissory Note dated as of September 18, 1990; and
- b. Second Amendment to Restated and Amended Secured Revolving Promissory Note dated as of the date hereof;

3. Deed of Trust (the "Deed of Trust") dated December 26, 1985 recorded in Cook County, Illinois on December 27, 1985 as Document No. 85-340211 and re-recorded on February 10, 1986 as Document No. 86-058527 and filed with the Registrar of Titles of Cook County, Illinois on December 30, 1985 as Document No. LR 3486638, mortgaging to Trustee the real property (the "Original Mortgaged Premises") legally described

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BOX 15

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NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, and to secure to Lender (1) the repayment of the Indebtedness, together with (a) interest as provided in the Deed of Trust, as modified, and in the Restated Note and (b) other sums, with interest thereon, which may be advanced by Lender as provided in the Deed of Trust, as modified

B. Borrowers and Lender have agreed to modify the Loan Agreement, the Restated Note and the Deed of Trust in certain respects, and as consideration for Lender's agreement to so modify the Loan Agreement, the Restated Note and the Deed of Trust, and to induce Lender to so modify the Loan Agreement, the Restated Note and the Deed of Trust, Mortgageor has agreed to mortgage and convey to Trustee, as additional security for payment of the Indebtedness, the parcels of real property (the "Supplemental Mortgaged Parcels") which are legally described in Exhibit B attached hereto and incorporated herein by this reference.

The portions of the original Mortgaged Premises which are subject to the lien of the Deed of Trust as of the date hereof are legally described in Exhibit A attached hereto and incorporated herein by this reference.

e. Partial Release dated October 15, 1991 recorded with the Cook County Recorder of Deeds on November 8, 1991 as Document No. 9159252 and filed with the Cook County Registrar of Titles on November 8, 1991 as Document No. LR 4009607.

d. Partial Release dated as of September 13, 1991 recorded with the Cook County Recorder of Deeds on September 17, 1991 as Document No. 91483068; and

c. Third Amendment to Deed of Trust dated as of September 18, 1990 recorded with the Cook County, Illinois Recorder of Deeds on November 2, 1990 as Document No. 90536957 and filed with the Cook County, Illinois Registrar of Titles as Document No. LR 3919787;

b. Second Amendment to Deed of Trust dated October 11, 1988 recorded with the Cook County, Illinois Registrar of Titles on November 18, 1988 as Document No. LR 3754608;

a. First Amendment to Deed of Trust dated October 9, 1987 recorded with the Cook County, Illinois Recorder of Deeds on November 20, 1987 as Document No. 87623873 and filed with the Cook County, Illinois Registrar of Titles on November 18, 1988 as Document No. LR 3754607;

therein. The said Deed of Trust has been amended or partially released by:

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PROVIDED ALWAYS, that upon full payment of the Restated Note secured hereby plus all accrued interest, or extensions or renewals thereof, in whole or in part, and payment in full of the indebtedness secured hereby, and upon Borrowers faithfully and

TO HAVE AND TO HOLD the above-described property, including, without limitation, the Premises, the Leases, the Equipment, and the Rents (collectively, the "Supplemental Mortgaged Premises") unto Trustee, its successors and assigns forever!

All proceeds of each and every of the foregoing,

All present and future insurance policies in force or effect insuring the Premises, the Rents, the Leases or the Equipment and any proceeds thereof; and

All present and future judgments, awards of damages and settlements made as a result of or in lieu of any taking of the Premises, the Equipment or the Leases, or any part thereof, under the power of eminent domain, or any damage (whether caused by such taking or otherwise) thereto, subject to the rights of any prior mortgages referred to in Exhibit C attached hereto; and

All present and future leases, agreements, tenancies, licenses, franchises, concessions, books and records (herein referred to as the "Leases") of or from the Premises or the Equipment or both, and all deposits of money as advance rent under any and all of the Leases and all guarantees of lessees' performances thereunder; provided, however, that Mortgagor may retain possession and use of the foregoing so long as an Event of Default does not exist under the Loan Agreement; and

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto (including the "Premises"), and all issues and profits thereof (the "Rents") (which are pledged primarily and on parity with said real property and not secondarily); and all fixtures, apparatus, equipment and articles now or hereafter therein or thereon which relate to the use, occupancy and enjoyment of the Premises (the "Equipment"); and

Mortgagor hereby irrevocably grants, transfers, mortgages, warrants, conveys and assigns unto Trustee, its successors and assigns, in trust the real property referred to herein as the Supplemental Mortgaged Parcels and legally described in Exhibit B attached hereto;

1. Granting Provisions.

(provided, however, that the indebtedness secured hereby shall in no event exceed an amount equal to 200% of the face amount of the Restated Note), and (2) the performance of the covenants, conditions and agreements contained in the Deed of Trust, as amended, the parties hereto agree to the following:

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3. Incorporation of Deed of Trust Provisions. All representations, warranties, covenants and agreements of borrowers made in the Deed of Trust, as heretofore and hereby amended, and all terms and provisions of the Deed of Trust, are hereby ratified and confirmed and incorporated herein to the same extent as though set forth fully herein, including, without limitation, all provisions concerning events of default and Lender's remedies in the event of such default, it being the intention of the parties hereto that all

"Borrowers are indebted to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, with its principal office in Chicago, Illinois ("Lender") in the principal sum of TWELVE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$12,850,000.00), or so much thereof as may be disbursed to or for one or both of the borrowers from time to time, which indebtedness is evidenced by the Secured Revolving Promissory Note dated December 26, 1985 made by Borrowers in favor of Lender, as amended and restated by the Restated and Amended Secured Revolving Promissory Note dated October 11, 1988, the first Amendment to Restated and Amended Secured Revolving Promissory Note dated September 18, 1990 and the second Amendment to the Note (the Secured Revolving Promissory Note, as amended, is referred to as the "Revolving Note"), part of which matures on September 15, 1993 (as such date may hereafter be extended) and part of which matures on October 31, 1996 and which bears interest at varying rates and which also contains provisions for acceleration in event of default and the terms of which are hereby incorporated by reference and made a part hereof."

Amendment. The second unnumbered paragraph of the Deed of Trust is deleted in its entirety and the following paragraph is substituted therefor:

All references herein or in any Loan Document (as hereinafter defined) to the Mortgaged Property, include not only the Original Mortgaged Premises, but also the Supplemental Mortgaged Premises, and any portion thereof and any interest therein. Any and all instruments securing or executed in connection with the indebtedness including, without limitation, all mortgages, loan deeds, deeds of trust, guarantees, indemnities, pledges, master leases, security agreements and assignments of leases and rents are herein collectively referred to as the "Loan Documents."

properly having complied with and performed Borrowers' obligations to Lender, then Trustee shall cancel this Deed of Trust of record and execute any reconveyance instruments as requested by Mortgagor.

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(b) Deliver to Lender a "Phase 2" environmental site inspection report of the Future Mortgaged Parcels prepared by an environmental inspection or engineering firm approved by Lender,

(a) Cause any USTs located in or upon any of the Future Mortgaged Parcels to be removed in accordance with applicable law and remove, in compliance with applicable Environmental Laws (hereinafter defined), any Hazardous Substances (hereinafter defined) found or located in or upon any of the Future Mortgaged Parcels;

6. Future Mortgaged Parcels. Mortgagor is the owner of fee simple title to the real property (the "Future Mortgaged Parcels") which are legally described in Exhibit D attached hereto. Certain of the Future Mortgaged Parcels may contain underground storage tanks (the "USTs"). Mortgagor agrees and covenants that, not later than April 30, 1992, Mortgagor shall:

5. Further Representations and Warranties of Mortgagor. Mortgagor hereby represents and warrants that none of the Supplemental Mortgaged Parcels described in Exhibit B attached hereto (1) contain facilities which are subject to reporting under section 312 of the Federal Emergency Planning and Community Right-to-Know Act of 1986, or (ii) have underground storage tanks which require notification under section 9002 of the Federal Solid Waste Disposal Act, and therefore no "disclosure document" as referred to in the Illinois Responsible Property Transfer Act, Ill. Rev. Stat. Ch. 30, par. 901 et seq. has been prepared or is required to be filed in connection with this transaction.

4. Prior Mortgages. Parcel 1 (as described in Exhibit B hereto) of the Supplemental Mortgaged Premises is subject to the lien of the prior mortgage (the "Prior Mortgage") described in paragraph 2.b of Exhibit C attached hereto. Mortgagor covenants and agrees to timely make as and when payable all payments of principal and interest owing pursuant to the Prior Mortgage, and to timely and fully perform all covenants and agreements set forth in the Prior Mortgage.

Such representations, warranties, covenants and agreements shall apply to the Supplemental Mortgaged Premises with the same force and effect as they apply to the original Mortgaged Premises; provided, however, that Mortgagor's fee simple title to the Supplemental Mortgaged Premises is subject to the exceptions and encumbrances set forth in Exhibit C attached hereto. Except as specifically amended by this Fourth Amendment and First Supplement, all terms and conditions contained in the Deed of Trust shall remain in full force and effect. Any terms used in this Fourth Amendment and First Supplement and not otherwise defined herein shall have the same definitions as in the Deed of Trust. Should any provisions of this Fourth Amendment and First Supplement conflict with any provision of the Deed of Trust, the provisions of this instrument shall govern. In all other respect, this Fourth Amendment and First Supplement confirms, ratifies and restates the Deed of Trust.

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7. Further Assurances. Mortgagor agree that upon Lender's request Mortgagor will execute and deliver such further and

As used herein, the term "Environmental Law" shall mean and include any and all federal, state or local laws, statutes, ordinances, rules, regulations, orders or determinations of any governmental authority pertaining to health or to the environment, including, without limitation, the Clean Air Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, the Federal Water Pollution Control Act Amendments, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, the Hazardous Materials Transportation Act of 1975, as amended, the Safe Drinking Water Act, as amended, the Toxic Substance Control Act, as amended, and the rules, regulations and ordinances of the City of Chicago, County of Cook and State of Illinois, and all applicable federal, state and local agencies and bureaus. The term "Hazardous Substances" shall have the meaning specified in CERCLA, as such law may be from time to time amended.

Mortgagor's failure to fully comply with the provisions of this paragraph 6 shall constitute an event of default under the Deed of Trust.

Until such time as Mortgagor grants to Lender a first mortgage lien on the Future Mortgaged Parcels, Mortgagor shall not create, incur, assume or suffer to exist any security interest, mortgage, lien or other encumbrance of any nature whatsoever on the Future Mortgaged Parcels, except for the party wall rights and party wall agreements, if any, as shown in a deed filed as document LR 2117858 affecting Lot 27 of Parcel 1 of the Future Mortgaged Parcels, as set forth in Exhibit D.

(c) Grant to Lender a first mortgage lien on the Future Mortgaged Parcels, and deliver to Lender such supplement to the Deed of Trust and other documentation as shall be reasonably necessary to convey such interest, together with an endorsement to Lender's title insurance policy which shall insure such lien as a first and prior mortgage lien upon the Future Mortgaged Parcels.

which report shall establish to Lender's reasonable satisfaction that the Future Mortgaged Parcels, and all activities and operations taking place thereon, are in compliance with all Environmental Laws (hereinafter defined) and that no Hazardous Substances (hereinafter defined) in amounts which require removal, treatment or registration under any Environmental Law has been found on any portion of the Future Mortgaged Parcels; and

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Edwin D. Mason, Esq.
FOLEY & LARDNER
70 W. Madison Street
Suite 4950
Chicago, Illinois 60602

DOCUMENT PREPARED BY AND
SHOULD BE RETURNED TO:

Property of Cook County Clerk's Office

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, a national
banking association

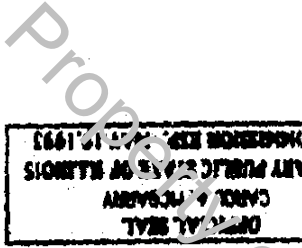
VIENNA BEER LTD.,
an Illinois corporation
BY: [Signature]
Its: CHAIRMAN OF THE BOARD

[Signature]
Its (Assistant) Secretary

[Signature]
Its (Assistant) Secretary
ATTEST:

additional documents as the lender may reasonably request with
respect to the supplemental Mortgaged Parcels.
IN WITNESS WHEREOF, Trustee and Mortgagor have executed and
delivered this instrument as of the day and year first above
written.

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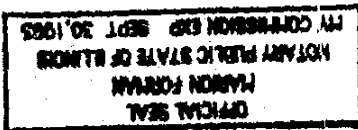
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My commission expires: 5-19-93

Notary Public
Carol A. McManis

The foregoing instrument was acknowledged before me this 27th day of November, 1991 by Thomas G. Estey (Secretary), Vice President, American National Bank and Trust Company of Chicago, a national banking association, on behalf of the national banking association.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS



My commission expires:

Notary Public

Marion Forman
The foregoing instrument was acknowledged before me this 27th day of November, 1991 by James Eisenberg, Chairman of the Board, and James W. Bodman, (Assistant) Secretary, of Vienna Beef Ltd., an Illinois corporation, on behalf of the corporation.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS

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Chicago, Illinois
2501 N. Damen

Street Address:

14-30-401-016

14-30-401-017

14-30-401-019

P.I.N.

Lot 16 in Block 8 in Fullerton's Addition to Chicago, being a subdivision of the South East 1/4 of Section 30, and of the North East 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

ALSO

Lot 15, in Block 8 in Fullerton's Addition to Chicago, said Fullerton Addition being a subdivision of part of the South East 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the North Branch of Chicago River and that part of the North 1/2 of the North East 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of Chicago River and West of Chicago and Northwestern Railroad, in Cook County, Illinois.

PARCEL 2:

ALSO

Commencing at the North East corner of Fullerton and Wolcott Avenues, being also the South West corner of Block 10, in said Fullerton's Addition; thence North 0 Degrees 24 Minutes West in the East line of said Wolcott Avenue, a distance of 141 feet to a point in the North line of the East and West 16 feet alley in said Block 8 extended to the East line of said Wolcott Avenue; thence West, in the North line of said alley extended East, a distance of 37.80 feet; thence North 17 Degrees 30 Minutes East, a distance of 277.17 feet; thence North 3 Degrees 07 Minutes East, a distance of 117.64 feet to the South East corner of a brick building; thence North 4 Degrees 51 Minutes West along the Easterly face of said brick building and the same extended Northerly, a distance of 47.83 feet; thence North 3 Degrees 03 Minutes 36 Seconds West, to the Thread of the North Branch of the Chicago River, in Cook County, Illinois.

PARCEL 1:

That part of the South West 1/4 of the South East 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying West and South of the North Branch of the Chicago River, North of Fullerton Avenue, North East of Elston Avenue and East of the East line of Robey Street, now known as Damen Avenue, as now located, except the following:
Lots 18 to 32 both inclusive, in Block 8 of Fullerton's Addition to Chicago in said South West 1/4 of the South East 1/4 and also excepting the street and alley adjoining said lot, on the East and North; also excepting that part thereof lying East of the following described line:

Legal Description

EXHIBIT A

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EXHIBIT B

Legal Descriptions - Supplemental Mortgaged Parcels

Parcel 1

LOTS 23 AND 24 IN BLOCK 8 IN FULLERTON'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-30-401-008 AND 14-30-401-009

Street Address: 1920-22 W. Fullerton Avenue, Chicago, Illinois

Parcel 2

LOT 20 IN BLOCK 8 IN FULLERTON'S ADDITION TO CHICAGO IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-30-401-012

Street Address: 1912 W. Fullerton Avenue, Chicago, Illinois

Parcel 3

LOT 18 IN BLOCK 8 IN FULLERTON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-30-401-014

Street Address: 1908 W. Fullerton Avenue, Chicago, Illinois

Parcel 4

LOT 19 IN BLOCK 8 IN FULLERTON'S ADDITION TO CHICAGO, A SUBDIVISION IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-30-401-013

Street Address: 1910 West Fullerton Avenue, Chicago, Illinois

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EXHIBIT C

Supplemental Mortgaged Parcels - Permitted Title Exceptions

1. Permitted Exceptions Applicable to All Parcels.

a. General taxes and installments of special assessments not yet due and payable.

b. Spurs and switch tracks and railroad rights of way, if any.

c. Rights of the State of Illinois, the municipality and the public in and to that part of the land which may fall in streets and highways.

d. Rights of way for drainage ditches, tiles, feeders and laterals, if any.

2. Parcel 1 - Additional Permitted Exceptions.

a. Terms, provisions, conditions and restrictions contained in the Parking License Agreement by and between Vienna Beef, Ltd. and Globe Glass and Mirror Co. dated June 20, 1991 and recorded June 26, 1991 as document 91313342.

b. Mortgage to Globe Glass and Mirror Co. dated June 20, 1991 and recorded June 26, 1991 as document number 91313341, securing indebtedness in the principal amount of \$164,001.20.

3. Parcel 2 - Additional Permitted Exceptions.

None.

4. Parcel 3 - Permitted Exceptions.

None.

5. Parcel 4 - Additional Permitted Exceptions.

None.

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EXHIBIT D

Legal Descriptions

Future Mortgaged Parcels

Parcel 1

LOTS 27, 31 AND 32 IN BLOCK 8 IN FULLERTON ADDITION TO CHICAGO, BEING A SUBDIVISION OF PARTS OF SECTION 30 AND SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-30-401-003 AND 14-30-401-005

Street Address: 2407 Elston and 1930 W. Fullerton Avenue, Chicago, Illinois

Parcel 2

LOTS 28, 29 AND 30 IN BLOCK 8 IN FULLERTON ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-30-401-004

Street Address: 1940 West Fullerton Avenue, Chicago, Illinois

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