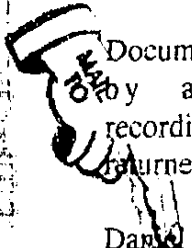


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Document prepared by and after recording to be returned to:

96527184

Daniel Kohn, Esq.
Holleb & Coff
55 E. Monroe St.
Suite 4100
Chicago, IL 60603

DEPT-01 RECORDING \$35.50
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COOK COUNTY RECORDER

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(SUPERIOR STREET)
FIRST AMENDMENT TO COMMERCIAL MORTGAGE

THIS FIRST AMENDMENT TO COMMERCIAL MORTGAGE (the "Amendment") is made as of the 31st day of March, 1996, by and between **COLUMBIA NATIONAL BANK OF CHICAGO**, as Successor Trustee under Trust Agreement dated July 1, 1993 and known as Trust No. 4263 ("Mortgagor"), as successor trustee to Midwest Bank and Trust Company Trust No. 77-12-2316, with a mailing address of 5250 North Harlem Avenue, Chicago, Illinois 60656 and **COLUMBIA NATIONAL BANK OF CHICAGO**, a national banking association ("Mortgagee"), with a mailing address of 5250 North Harlem Avenue, Chicago, Illinois 60656.

WITNESSETH:

WHEREAS, Mortgagee is the holder and owner of (i) a certain Inventory Installment Note dated October 26, 1992, as amended from time to time, (the "Term Note") in the original principal amount of Five Hundred Eighty-Five Thousand and No/100 Dollars (\$585,000.00) from Mortgagor, Edmar Foods, Inc., an Illinois corporation ("Beneficiary") and others, payable to the order of Mortgagee, and (ii) a certain Revolving Note dated October 26, 1992, as amended from time to time, (the "Revolving Note") in the original principal amount of Three Hundred Twenty-Five Thousand and No/100 Dollars (\$325,000.00) from Beneficiary, payable to the order of Mortgagee; and

WHEREAS, the Term Note is secured by, among other things, that certain Commercial Mortgage, dated October 26, 1992, and recorded on November 4, 1992 with the Cook County

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Recorder of Deeds as Document No. 92822889 (the "Mortgage"), covering the property legally described on Exhibit A attached hereto; and

WHEREAS, Borrower and Mortgagee have entered into (i) a Fourth Inventory Installment Note Modification Agreement of even date herewith, and (ii) a Fourth Revolving Note Modification Agreement of even date herewith, whereby Mortgagor, Beneficiary and others, respectively, agreed that the Revolving Note would be further collateralized by, among other things, the property described in the Mortgage; and

WHEREAS, Mortgagor and Mortgagee have agreed to modify the Mortgage to reflect that it now secures the indebtedness under the Revolving Note, all in accordance with the terms of this Amendment;

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The recitals set forth above are accurate and complete and hereby restated by this reference.
2. All capitalized terms used herein without definition shall have the respective meanings set forth in the Mortgage.
3. The Mortgage is modified to reflect that the Mortgage secures the indebtedness under both the Term Note and the Revolving Note. To reflect such modification:
 - (i) the "WHEREAS" provisions of the Mortgage are deleted in their entirety and replaced with the following:

WHEREAS, Mortgagor, Edmar Foods, Inc. and others have, concurrently herewith, executed and delivered to Mortgagee, an inventory installment note in the original principal amount of Five Hundred Eighty-Five Thousand and No/100 Dollars (\$585,000.00) (herein called the "Term Note") dated October 26, 1992, which evidences a portion of the loan facility evidenced by, among other documents, a Credit Agreement dated as of even date herewith by Mortgagor, Edmar Foods, Inc., Mortgagee and others (the "Credit Agreement").

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WHEREAS, Edmar Foods, Inc., the beneficiary of Mortgage, has, concurrently herewith, executed and delivered to Mortgagee, a revolving note in the original principal amount of Three Hundred Twenty-Five Thousand and No/100 Dollars (\$325,000.00) (herein called the "Revolving Note") dated October 26, 1992, which evidences a portion of the loan facility evidenced by, among other things, the Credit Agreement. The Term Note and the Revolving Note are sometimes hereinafter collectively referred to as the "Notes".

WHEREAS, Mortgage shall receive benefit from the Revolving Note.

WHEREAS, the indebtedness evidenced by the Notes, including the principal thereof and interest and premium, if any, thereon, and any amendments, extensions, modifications and renewals thereof, in whole or in part, and any and all other sums which may be at any time due or owing or required to be paid as provided herein or in the Notes, are hereinafter called the "Liabilities".

(ii) any and all references to the "Note" in the Mortgage are hereby replaced with references to the "Notes".

4. Each reference in the Mortgage to "this Mortgage," "hereunder," "hereof" or words of like import shall mean and refer to the Mortgage as amended hereby.

5. This Amendment shall be construed in accordance with and governed by the laws of the State of Illinois.

6. This Amendment shall be binding upon Mortgage and Mortgagee and their respective successors and assigns, and shall inure to the benefit of Mortgage and Mortgagee and the successors and assigns of Mortgagee.

7. Except as amended hereby, the Mortgage shall remain in full force and effect and is hereby ratified and confirmed in all respects.

8. This Amendment is executed by Columbia National Bank of Chicago, not personally but solely as Successor Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Successor Trustee (and said Columbia National Bank of Chicago hereby warrants that it possesses full power and authority to execute this Amendment), and it is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of Columbia National Bank of Chicago personally to make any payment or to perform any covenant, warranty or indemnity, either express or implied,

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contained herein, all such liability, if any, being expressly waived by Mortgagee and all other parties now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF this First Amendment to Commercial Mortgage has been executed and delivered by the undersigned as of the day and year first above written.

MORTGAGEE:

COLUMBIA NATIONAL BANK OF CHICAGO, a national banking association

By:
Its:

[Signature]
Asst. Vice President

MORTGAGOR:

COLUMBIA NATIONAL BANK OF CHICAGO, as Successor Trustee as aforesaid

By:
Its:

[Signature]
VICE PRESIDENT

EDMAR FOODS, INC., an Illinois corporation

By:
Its:

[Signature]
VP

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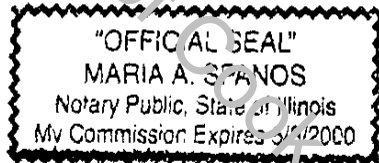
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Maria A. Spanos, a Notary Public in and for said County in the State aforesaid, do hereby certify that Mark Reardon, the Assitant Vice President of Columbia National Bank of Chicago (the "Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assitant Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of March, 1996.



Maria A. Spanos
Notary Public

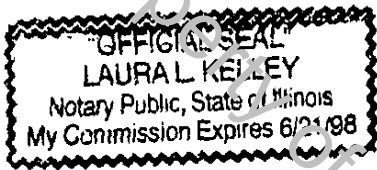
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STATE OF Ill)
COUNTY OF Cook) SS.

On the 31st day of March, 1996, before me personally appeared the above-named Columbia National Bank of Chicago, by PHILLIS J. WITWICK, a trustee thereof, who swore and acknowledged that being authorized and directed to do so he did sign the foregoing instrument, and that the same is the free act and deed of said trust and his free act and deed personally as such trustee.



Laura L. Kelley
Notary Public

My commission expires: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Maria A. Spanos, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Martin LaYelle, personally known to me to be the President of Edmar Foods, Inc., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid, for the use and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of March, 1996.



Maria A. Spanos
Notary Public

My commission expires: _____

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EXHIBIT "A"

LEGAL DESCRIPTION

The East 15 feet of Lot 45, all of Lot 46, the South 10 feet of the vacated alley lying North and adjoining the East 15 feet of Lot 45 and all of Lot 46, and Lots 47 to 50, both inclusive (except the North 20 feet of said Lots 47 to 50 inclusive, dedicated for alley and except that part of said Lot 50 lying East of a line 50 feet West of and parallel with the East line of Section 7) all in Hamilton's Subdivision of Block 1 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 1600 West Superior Street
Chicago, Illinois

P.I.N. No.: 17-07-203-034 and 17-07-203-036

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