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COOK COUNTY RECORDER
96693358

EXTENSION AGREEMENT

This Extension Agreement dated as of August 30, 1996 (the "Extension") between Elgin Dairy Foods, Inc., an Illinois corporation with its principal place of business and mailing address at 3707 West Harrison Street, Chicago, Illinois 60624 (hereinafter referred to as "Mortgagor") and Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at P.O. Box 755, 111 West Monroe Street, Chicago, Illinois 60690 (hereinafter referred to as "Mortgagee");

WITNESSETH THAT:

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of August 29, 1991, and recorded in the Recorder's Office of Cook County, Illinois on September 3, 1991, as Document No. 91452894 (the "Mortgage"), in order to secure certain indebtedness, whether now outstanding or hereafter incurred, of Mortgagor owing to Mortgagee; and

WHEREAS, the Mortgage currently secures, among other things, that certain Term Loan Note of Mortgagor dated August 30, 1991, payable to the order of Mortgagee in the original principal amount of \$3,000,000 whereby Mortgagor promises to pay the principal amount (or such lesser amount as may be outstanding at the maturity thereof) on August 30, 1996, the maturity date thereof, together with interest thereon as therein provided (the "Original Note"); and

WHEREAS, the Note was issued under and is subject to the provisions of that certain Term Loan Agreement dated as of August 30, 1991, between Mortgagee and Mortgagor, a true and correct copy of which is on file at the office of Mortgagee specified above (said

This Instrument Prepared By
and After Recording Return To:
Steven G Hastings
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

Return To:
LEXIS Document Services
135 S. LaSalle St., Suite 2054
Chicago, IL 60603
Phone (312) 201-1273



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Term Loan Agreement, as the same may be amended, modified or restated from time to time, herein referred to as the "Loan Agreement"); and

WHEREAS, Mortgagor has concurrently herewith entered into an Amended and Restated Term Loan Agreement with Mortgagee (the "Amendment") and issued a Replacement Term Loan Note in the principal amount of \$1,500,000 to Mortgagee in substitution and replacement for the Original Note (such Replacement Term Loan Note, and any note issued in extension or renewal therefor in substitution or replacement therefor being referred to herein as the "Note"), each bearing even date herewith, whereby the parties agreed, among other things, to extend the final maturity of the indebtedness evidenced by the Original Note to August 30, 2001, and to amend the interest rate applicable to the outstanding principal balance thereof; and

WHEREAS, as a condition precedent to the Amendment, Mortgagee requires the Mortgagor, and to accommodate that requirement Mortgagor desires by this Extension, to confirm and assure that all of the real estate and other properties, rights, interests and privileges of Mortgagor which are currently subject to the lien of the Mortgage be and constitute collateral security for the Note as extended; and

NOW, THEREFORE, for and in consideration of the execution and delivery by Mortgagee of the Amendment, and other good and valuable consideration, receipt whereof is hereby acknowledged, Mortgagor and Mortgagee hereby mutually promise and agree as follows:

1. The principal amount of indebtedness remaining unpaid on the Original Note as of the date hereof is \$1,500,000.
2. The final maturity of the indebtedness evidenced by the Original Note is hereby extended to August 30, 2001, all as more fully set forth in, and as evidenced by, the Note issued in replacement therefor. Mortgagor hereby promises and agrees to pay Mortgagee the unpaid principal balance of the Note in consecutive quarterly principal installments as therein provided, except that the final payment of both principal and interest not sooner paid shall be due on August 30, 2001, together with interest on the unpaid principal balance thereof at the rates per annum as therein provided.
3. It is hereby agreed that all the indebtedness evidenced by the Note shall be secured by the Mortgage in the same manner as if such indebtedness was specifically described therein as indebtedness secured thereby. All references to the Note contained in the Mortgage shall be deemed to be references to the Note issued pursuant to the Amendment.
4. This Extension Agreement is supplementary to the Mortgage. All provisions of the Mortgage, the Amendment and the Note, including the right to declare the principal and accrued interest due thereon for any cause specified therein, shall remain in full force and effect, it being the expressed intent of the parties that the indebtedness heretofore described is not discharged but merely extended pursuant to the terms of this Extension. The

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provisions of this Extension shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives, successors and assigns of the Mortgagor.

5. This Extension may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when executed shall be an original, but all of which constitute one and the same instrument.

6. Any note, instrument, or other document that refers to the Mortgage is deemed a reference to the Mortgage as amended hereby and does not need to refer to this Extension. This instrument shall be governed by, and construed in accordance with, the laws of the State of Illinois.

IN WITNESS WHEREOF, Mortgagor caused these presents to be duly executed the day and year first above written.

ELGIN DAIRY FOODS, INC.

By Kenneth E. Gignac
Its President

KENNETH E. GIGNAC
(Type or Print Name)

Accepted and agreed to in Chicago, Illinois as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK

By Mary C. Babin
Its Vice President

VICE PRESIDENT
(Type or Print Name)

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Reda Renee Clinton, Notary Public in and for said County, in the State aforesaid, do hereby certify that KENNETH E. GIGMAN, PRESIDENT of Elgin Dairy Foods, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ Secretary, appeared before me this day in person and acknowledged that he/she signed and delivered the instrument as his/her own free and voluntary act and as the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

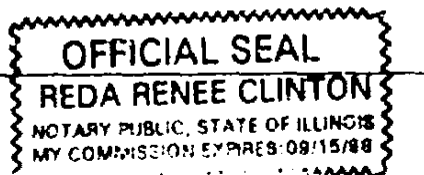
Given under my hand and notarial seal, as of this 26 day of August, 1996.

Reda Renee Clinton
Notary Public

Reda Renee Clinton
(Type or Print Name)

(Notarial Seal)

Commission Expires:



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Reda Renee Clinton, Notary Public in and for said County, in the State aforesaid, do hereby certify that Mary C. BASKIN, Vice President of Harris Trust and Savings Bank, a Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the instrument as his/her own free and voluntary act and as the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 30 day of August, 1996.

Reda Renee Clinton

Notary Public

Reda Renee Clinton

(Type or Print Name)

(Notarial Seal)

Commission Expires:



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SCHEDULE 1

LEGAL DESCRIPTION

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SCHEDULE I

LEGAL DESCRIPTION

PARCEL 1:

LOTS 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, AND LOT 30 (EXCEPT THE EAST 5.83 FEET OF SAID LOT 30) IN BETSY BOILVIN'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, AND 4 IN HULL'S SUBDIVISION OF LOTS 14 THROUGH 18 IN BETSY BOILVIN'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST AND WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 19 TO 24, BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOTS 25 TO 30, BOTH INCLUSIVE, LYING EAST OF A LINE DRAWN FROM THE SOUTH WEST CORNER OF LOT 24 TO THE NORTH WEST CORNER OF LOT 25 AND LYING WEST OF THE NORTHWARD EXTENSION OF THE WEST LINE OF THE EAST 5.83 FEET OF LOT 30 IN BETSY BOILVIN'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 13 (EXCEPT THE SOUTH 12.82 FEET THEREOF) IN BETSY BOILVIN'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NOS. 16-14-304-006, 16-14-304-007, 16-14-304-015,
16-14-304-016, 16-14-304-017, 16-14-500-083, 16-14-500-017, 16-14-304-008,
16-14-304-018, 16-14-304-004, 16-14-304-034, AND 16-14-304-005

COMMONLY KNOWN AS: 3659 West Harrison Street
Chicago, Illinois

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