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Street Address of Property:
4545 W. Lyndale Ave.
Chicago, Illinois

96283602

Permanent Tax Number (P.I.N.):
13-34-112-013-0000 13-34-112-024-0000
13-34-112-014-0000 13-34-112-025-0000
13-34-112-015-0000 13-34-112-026-0000
13-34-112-016-0000 13-34-112-029-0000
13-34-112-017-0000 13-34-112-030-0000
13-34-112-020-0000 13-34-112-031-0000
13-34-112-021-0000 13-34-112-037-0000
13-34-112-022-0000 13-34-112-038-0000
13-34-112-023-0000 13-34-112-039-0000

DEPT-01 RECORDING \$33.00
T#0012 TRAN 0690 05/21/96 11:32:00
#6648 + CG * -96-383602
COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Helen D. Shapiro, Esq.
WINSTON & STRAWN
35 West Wacker Drive
Chicago, Illinois 60601

FIRST MODIFICATION AGREEMENT

This First Modification Agreement (the "First Modification Agreement") is made as of the 17 day of May, 1996 by and between ALPHA BAKING CO., INC. ("Mortgagor"), an Illinois corporation having its principal executive offices at 4545 W. Lyndale Ave. Chicago, Illinois 60639, as mortgagor, and BANK OF AMERICA ILLINOIS ("Mortgagee"), an Illinois banking corporation having its principal office at 231 South LaSalle Street, Chicago, Illinois, as mortgagee.

RECITALS:

A. Mortgagor has previously executed and delivered to Mortgagee that certain Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Original Mortgage") dated as of April 17, 1996, which Original Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") as Document No. 96-297949 as an encumbrance against the real estate described on Exhibit A attached hereto.

B. Each of the capitalized terms employed herein and not otherwise defined herein shall have the meaning ascribed thereto in the Original Mortgage.

C. As set forth in the Recitals to the Original Mortgage, concurrently with the execution of the Original Mortgage, Mortgagor executed, inter alia: (i) the Loan Agreement; and (ii) the Notes.

BOX 333-CTI

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D. As set forth in Recital No. 3 to the Original Mortgage: (i) the maturity date of the Construction Loan was to be: (1) the earlier of December 31, 2001; or (2) the occurrence of the Bond Purchase, the latter event to be evidenced, inter alia, by the recordation of an amendment to the Original Mortgage containing and such terms and provisions as are required by all applicable laws in order to cause the Original Mortgage to secure the obligations of Mortgagor with respect to the repayment of the Bonds.

E. The Bond Purchase has occurred of even date herewith, all as more fully set forth in that certain instrument dated of even date herewith and entitled "Bond Purchase and Loan Agreement" (the "Bond Purchase Agreement"), which Bond Purchase Agreement has been executed by and among Mortgagor, the City of LaPorte, Indiana (the "City"), in its capacity as issuer of the Bonds and Mortgagee, in its capacity as the original purchaser of said Bonds.

F. As set forth in the aforesaid Recital No. 3 of the Original Mortgage, the parties hereto are executing this First Modification Agreement for the purpose of amending the Original Mortgage in order to: (i) confirm that the Bond Purchase has occurred; (ii) confirm that the Construction Loan in the amount of \$7,000,000.00 has been replaced in its entirety by the loan (hereinafter, the "Bond Loan") up to the maximum amount of \$7,000,000.00 arising from the proceeds from the sale of the Bonds; (iii) memorialize the maturity date of the Bonds; and (iv) ratify that the Indebtedness secured by the Original Mortgage, as modified by this First Modification Agreement, includes the repayment of the Bonds and each and every of Mortgagor's other "Obligations" (as such term is defined in the Bond Purchase Agreement) under the Bond Purchase Agreement.

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee do hereby agree that:

1. The Recitals set forth above are accurate and are hereby incorporated herein and made a part hereof.
2. Recital 3 of the Original Mortgage shall be deemed deleted and the following inserted therefor:

"The Loans are in the form of: (a) a term loan ("Term Loan") in the aggregate principal amount of Six Million Four Hundred Four Thousand and 00/100 Dollars (\$6,400,000.00) with a maturity date of the fifth (5th) anniversary of the Closing Date, evidenced by a term note dated the Closing Date, hereinafter called a "Term Note"; (b) a revolving loan ("Revolving Loan") in an aggregate principal amount not to exceed Six Million Dollars (\$6,000,000.00) at any time outstanding, under which advances, payments and readvances may be made from time to time, with a maturity date of the third (3rd) anniversary of the Closing Date, evidenced by a revolving note dated the Closing Date, hereinafter called a "Revolving Note"; (c) the amount drawn from time to time by

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Mortgagor from the proceeds from the sale of those certain industrial development revenue bonds (the "Bonds") issued by the City of La Porte, Indiana (the "City") up to the maximum amount of \$7,000,000.00 (collectively, the "Bond Loans") in accordance with and pursuant to certain instrument dated as of May 17, 1996 and entitled "Bond Purchase and Loan Agreement" (the "Bond Purchase Agreement") executed by and among Mortgagor, the City, in its capacity as issuer of the Bonds, and Mortgagee, in its capacity as the original purchaser of said Bonds, which Bond Loans shall be evidenced from time to time by the following promissory notes: the "Project Note", any "Additional Notes" and "Notes" issued in exchange therefor pursuant to Section 5.2.6 of the Bond Purchase Agreement (as such capitalized terms are defined in the Bond Purchase Agreement) (the aforesaid Project Note, Additional Notes and Notes evidencing said Bond Loans collectively for purposes of this Mortgage, the "Bond Notes"); and (d) other Liabilities (as defined in the Loan Agreement) which include, without limitation, any and all Letter(s) of Credit and Letter of Credit Obligations (as such terms are defined in the Loan Agreement). The Term Note, the Revolving Note and the Bond Notes are hereinafter collectively called "Notes". Each of the Notes bears interest as therein provided. The term "Closing Date as employed in this Recital shall be deemed to be April 17, 1996; the maturity date of the Bond Loans shall be December 31, 2001."

3. Recital 4 of the Original Mortgage shall be deemed deleted and the following inserted therefor:

"This Mortgage is being given by Mortgagor to secure (a) payment by Mortgagor of all principal, interest and other sums due or becoming due in respect of the Loans, the Notes, the Bonds and all other Liabilities (including, without limitation, Letter(s) of Credit and Letter of Credit Obligations) and "Obligations" (as such term is defined in the Bond Purchase Agreement") under and pursuant to the Bond Purchase Agreement, all pursuant to the terms of each of the Loan Agreement and the Bond Purchase Agreement, as each of the same may be amended, restated, modified, supplemented or extended from time to time; (b) the payment of any further or subsequent advances made to preserve the lien of this Mortgage; and (c) performance of all terms, covenants, conditions, agreements and liabilities contained in this Mortgage and the Loan Documents (as hereinafter defined in Section 3.1) including, without limitation, any guaranty by Mortgagor of the Bonds. All of the foregoing payment and performance obligations in clauses (a), (b) and (c) of the preceding sentence are hereinafter collectively called the "Indebtedness."

4. The definition of "Loan Documents" set forth in Section 3.1 of the Original Mortgage shall be deemed to include, in addition to each and every of the instruments and documents set forth in Section 3.1 of the Original Mortgage, the Bond Purchase Agreement and each and every of the "Loan Documents", as such term is defined in the Bond Purchase Agreement.

5. Mortgagor hereby acknowledges, confirms, ratifies and agrees that: (i) the proceeds of the Bonds shall be used and employed by Mortgagor for the same purposes as the proceeds of the Construction Loan, all as more fully set forth in the Bond Purchase Agreement; (ii) the Bond Loan

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shall be deemed to be the Construction Loan for the purposes of Recital 6 of the Original Mortgage (the proceeds of said Bond Loan from time to time to be disbursed to be deemed future advances, as such term is employed in said Recital 6 of the Original Mortgage); and (3) the aggregate amount of the Loan secured by the Original Mortgage, as amended by this First Modification Agreement, remains Nineteen Million Four Hundred Thousand and 00/100 Dollars (\$19,400,000.00), as set forth in Recital 2 of the Original Mortgage. The phrase "Section 15-132(b)(1) of the Illinois Mortgage Foreclosure Law" as set forth in the Original Mortgage shall be deemed corrected to read: "Section 15-1302(b)(1) of the Illinois Mortgage Foreclosure Law".

6. Mortgagor acknowledges and agrees that this First Modification Agreement shall be of no force or effect unless and until this First Modification Agreement has been executed by Mortgagor and delivered to and accepted and executed by Mortgagee and recorded in the Recorder's Office.

7. To induce Mortgagee to enter into this First Modification Agreement, Mortgagor hereby represents, acknowledges and agrees that as of the date of recordation of this First Modification Agreement it does not now have or hold any defense to the performance of any of its obligations under any of the Mortgage, the Notes or the Loan Documents or any claim against Mortgagee which might be set off or credited against any payments due under any of the Mortgage, the Restated Note or the Loan Documents. The term "Mortgage", as used in the Original Mortgage, shall be deemed to mean the Original Mortgage, as amended by this First Modification Agreement.

8. In all other respects, except as amended hereby, Mortgagor and Mortgagee do hereby ratify and confirm the content of the Original Mortgage, as amended by this First Modification Agreement.

9. This First Modification Agreement may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this First Modification Agreement to be executed as of the date first above written.

MORTGAGOR:

ALPHA BAKING CO., INC., an Illinois corporation

By: *Robert E. Sullivan*
Its: President

MORTGAGEE:

BANK OF AMERICA ILLINOIS, an Illinois banking corporation

By: *Randolph T. Kohler*
Its: Randolph T. Kohler
Senior Vice President

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STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, John A. Nowicki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert G. Croce, Treasurer of ALPHA BAKING CO., INC., an Illinois corporation, who is personally known to me to be the same persons whose names is subscribed to the foregoing instrument as such Treasurer, appeared before me this day in person and severally acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, 1996.

My Commission Expires 7/13/99

John A. Nowicki
Notary Public
"OFFICIAL SEAL"
JOHN A. NOWICKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/13/99

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, Debra S. Krain, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Randolph T. Komizer, Senior Vice President of BANK OF AMERICA ILLINOIS, an Illinois banking corporation, who is personally known to me to be the same persons whose names is subscribed to the foregoing instrument as such Senior Vice President, appeared before me this day in person and severally acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of May, 1996.

My Commission Expires: 3/10/99

Debra S. Krain
Notary Public

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Legal Description

EXHIBIT A

PARCEL 1: Lot 11 (except the East 15 feet thereof) and all of Lot 12 in Block 2 in Patterson Sub. of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 34, Town 40 North, Range 13, East of the Third Principal Meridian

PARCEL 2: Lots 13 to 18 inclusive in Block 2 in Patterson's Sub of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 34, Township 40 North, Range 13, East of the Third Principal Meridian

PARCEL 3: Lots 19 through 30 inclusive in Block 2 in Patterson's Sub. of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 34, Township 40 North, Range 13, East of the Third Principal Meridian

PARCEL 4: All of the vacated public alley lying south of and adjoining Lots 21 to 25 inclusive, and North of and adjoining Lots 26 to 30 inclusive in Block 2 in Patterson's Sub., aforesaid, as vacated by ordinance recorded April 1, 1954, as Document 15870594, in Cook County, Illinois

PARCEL 5: Lots 31, 32, 33, 34 and 35 in Block 2 in Patterson's Sub. of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 34, Township 40 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois

PARCEL 6: Lots 36 and 37 in Block 2 in Patterson's Sub. of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 34, Township 40 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois.

Lots 1 through 6 inclusive, the North 69 feet of the East 2 feet of Lot 7, and Lots 43 and 44 all in Block 2 in Patterson's subdivision of the Southwest 1/4, Section 34, Town 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 7, except the East 18 feet thereof, Lots 8, 9 and 10 the East 3 feet of Lot 39, Lots 40, 41 and 42, all in Block 2 in Patterson's subdivision of the Southwest 1/4, Section 34, Town 40 North, Range 13, East of the Third Principal Meridian.

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