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97263907

KEEBLER COMPANY
Mortgagor

to

THE BANK OF NOVA SCOTIA,
a Canadian chartered bank,
as Administrative Agent,

Mortgagee

: DEPT-01 RECORDING \$37.00
: T#0012 TRAN 4708 04/16/97 14:11:00
: #7036 CG *-97-263907
: COOK COUNTY RECORDER

FIRST AMENDMENT TO
MORTGAGE
AND SECURITY AGREEMENT

Dated as of April 8, 1997

This instrument affects
certain real and personal property
located in Cook County,
State of Illinois.

RECORD AND RETURN TO:
TITLE ASSOCIATES INC.
430 PARK AVENUE
NEW YORK, NY 10022
ATT: L.E. BOES

TA #

10/2 D 1 7586499 J. Spay

This instrument was prepared by the above-named attorney.

Mayer, Brown & Platt
1675 Broadway
New York, New York 10019
Attention: Richard P. Spinelli, Esq.

Notice: This instrument contains inter alia obligations which may provide for:

- (a) a variable rate of interest and/or
- (b) future and/or revolving credit advances or readvances, which when made, shall have the same priority as advances or readvances made on the date hereof whether or not (i) any advances or readvances were made on the date hereof and (ii) any indebtedness is outstanding at the time any advance or re-advance is made.

Notwithstanding anything to the contrary contained herein, the maximum principal indebtedness secured under any contingency by this instrument shall in no event exceed \$1,000,000,000.

BOX 333-CT1

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FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

This FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT, dated as of April 8, 1997 (this "Amendment"), made by Keebler Company, a Delaware corporation, as mortgagor (the "Mortgagor"), having an address at 677 Larch Avenue, Elmhurst, Illinois 60126, and The Bank of Nova Scotia, having an address at One Liberty Plaza, New York, New York 10006, as administrative agent for the Lenders and the Issuer (as such terms are hereinafter defined) under the Credit Agreement referred to below (together with its successors and assigns from time to time acting as agent under such Credit Agreement, the "Mortgagee").

W I T N E S S E T H T H A T:

WHEREAS, the Mortgagor is on the date of delivery hereof the owner of fee title to the parcel or parcels of land described in Schedule 1 hereto (the "Land") and of the Improvements (as defined in the Original Mortgage described below);

WHEREAS, the Mortgagor executed and delivered to the Mortgagee that certain Mortgage and Security Agreement, dated as of June 4, 1996 and recorded in Cook County, Illinois as Document No. 96439781 (the "Original Mortgage") and which Original Mortgage secured certain obligations (as further described in the Original Mortgage) relating to that certain Amended and Restated Credit Agreement, dated as of June 4, 1996 (as amended from time to time prior to the date hereof, the "Existing Credit Agreement"), among Keebler Holding Corp., a Delaware corporation (as the surviving corporation of the merger of Keebler Acquisition Corp. with and into UB Investments US Inc., a Delaware corporation), the financial institutions parties thereto, certain financial institutions as the Co-Agents and the Mortgagee, as Administrative Agent;

WHEREAS, the Mortgagor and the Mortgagee desire to amend the Original Mortgage in certain respects as provided below;

NOW, THEREFORE, in consideration of good and valuable consideration given by the Mortgagee to the Mortgagor, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. Effective as of the date hereof, the second recital in the Original Mortgage is hereby deleted in its entirety and amended to read as follows:

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11/11/2011 10:11:11 AM

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"WHEREAS, pursuant to the terms, conditions and provisions of a Second Amended and Restated Credit Agreement, dated as of April 8, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Keebler Corporation (formerly known as Keebler Holding Corp. and sometimes hereinafter referred to as the "Borrower"), the financial institutions as are, or may from time to time become, parties thereto (the "Lenders"), certain financial institutions as the Co-Agents and the Mortgagee, as Administrative Agent, the Lenders and the Issuer have agreed to extend Commitments to make Loans to and issue Letters of Credit for the account of the Borrower (as such terms are defined in the Credit Agreement), which Loans and Letters of Credit may have a maximum aggregate principal amount at any one time outstanding \$380,000,000 and having a final maturity date of April 7, 2003;"

2. Effective as of the date hereof, the third recital in the Original Mortgage is hereby deleted in its entirety.

3. Effective as of the date hereof, the fourth recital in the Original Mortgage is hereby deleted in its entirety.

4. Effective as of the date hereof, the fifth recital in the Original Mortgage is hereby deleted in its entirety.

5. Effective as of the date hereof, the sixth recital in the Original Mortgage is hereby deleted in its entirety.

6. Effective as of the date hereof, references to the definition in Article IV to the term "Notes" and the accompanying definition are hereby deleted in their entirety and amended to read as follows:

"Notes" means, as the context may require, a Revolving Note, a Swing Line Note, a Registered Note or a Term Note (as such terms are defined in the Credit Agreement)."

7. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Amendment may be executed by the parties hereto in several counterparts, each of which when executed and delivered shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

9. Unless otherwise defined herein or the context otherwise requires, terms used in this Amendment, including its

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preamble and recitals, have the meanings provided in the Credit Agreement.

10. Except as amended pursuant to the terms of this Amendment, all of the terms, provisions and conditions of the Original Mortgage shall remain in full force and effect and are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused this Amendment to be duly executed as of the day and year first above written.

MORTGAGOR:

KEEBLER COMPANY, a
Delaware corporation

[Corporate Seal]

By: *E. Nichol McCully*
Name: E. Nichol McCully
Title: Senior Vice President and
Chief Financial Officer

MORTGAGEE:

THE BANK OF NOVA SCOTIA, as
Administrative Agent, a
Canadian chartered bank

[Corporate Seal]

By: *James N. Thompson*
Name: James N. Thompson
Title: Authorized Signatory

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ACKNOWLEDGMENT OF MORTGAGOR

STATE OF ILLINOIS)
) ss.:
COUNTY OF DU PAGE)

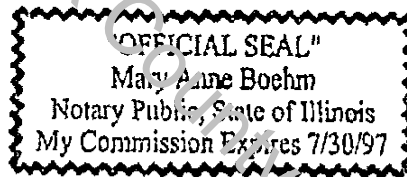
I, Mary Anne Boehm, a Notary Public in and for said County in the State aforesaid, do hereby certify that E. Nichol McCully, as Sr. V.P. & C.F.O. of Keebler Company, a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) signed and delivered such instrument as his (her) own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN, under my hand and notarial seal this 7th day of April, 1997.

Mary Anne Boehm
Notary Public

My Commission expires:

July 30, 1997



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ACKNOWLEDGMENT OF MORTGAGEE

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, Marc A. de Bourbon, a Notary Public in and for said County in the State aforesaid, do hereby certify that James N. Toyforos, as Authorized Signatory of The Bank of Nova Scotia, as Administrative Agent, a Canadian chartered bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) signed and delivered such instrument as his (her) own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes set forth therein.

GIVEN, under my hand and notarial seal this 9th day of April, 1997.

Marc A. de Bourbon
Notary Public

My Commission expires:

MARC A. DEBOURBON
Notary Public, State of New York
No. 01DE5030412
Qualified in New York County
Commission Expires July 18, 1998

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COOK COUNTY CLERK'S OFFICE
JAN 10 2011 10:00 AM
CHICAGO, ILL. 60601

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SCHEDULE 1

Legal Description

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SCHEDULE 1

6155 West 115th Street, Alsip, Illinois Permanent Index Nos.
24-20-300-024-0000 and 24-20-301-009-0000

Legal Description of the Land

Parcel 1

LOT 1 (EXCEPT THE NORTH 17 FEET THEREOF) IN KEEBLER SUBDIVISION BEING A SUBDIVISION OF THE NORTH 678.33 FEET OF THE WEST 539.97 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION OF KEEBLER SUBDIVISION RECORDED AUGUST 17, 1977 AS DOCUMENT NUMBER 24062706, IN COOK COUNTY, ILLINOIS.

Parcel 2

THE EAST 25 FEET OF THE SOUTH 628.33 FEET OF THE NORTH 678.33 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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11/03/2010