

**This Instrument was  
Prepared by and when  
Recorded Please Return to:**

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## AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES (this "Amendment") is dated and effective as of June 30, 1998 by and between Berkshire Foods, Inc. ("Mortgagor"), having its principal offices at 4600 Packers Avenue, Chicago, Illinois 60062 and LASALLE NATIONAL BANK, a national banking association ("Mortgagee") having its principal offices at 135 South LaSalle Street, Chicago, Illinois 60603.

### RECITALS

A. Mortgagor executed and delivered a Term Note dated as of June 15, 1994 in the original principal sum of \$5,000,000 and payable to the order of Mortgagee and a Revolving Credit Note dated as of June 15, 1994 in the original principal amount of \$7,500,000 (as amended, renewed and substituted for, together the "Original Notes"). The Original Notes were secured, *inter alia*, by a Mortgage and Security Agreement dated as of June 15, 1994 made by Mortgagor in favor of Mortgagee and recorded on June 15, 1994 as document number 94526667 (the "Original Mortgage") and an Assignment of Rents and Lessor's Interest in Leases dated as of June 15, 1994 made by the Mortgagor in favor of Mortgagee and recorded on August 9, 1994 as document number 94704084 (the "Original Assignment"). The Original Mortgage and the Original Assignment are liens upon the real estate located in Cook County, Illinois more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. Mortgagor has executed and delivered to Mortgagee a Substitute Term Note dated as of even date herewith in the original principal sum of \$4,944,481.00 (the "Substitute Term Note"), pursuant to which Mortgagor promises to pay said principal sum, together with interest on the balance of the said principal from time to time outstanding and unpaid thereon at the rates and at the times specified in the Substitute Term Note, with a final maturity date of September 30, 1999 with respect to all principal and interest not required to be sooner paid.

C. Mortgagor has executed and delivered to Mortgagee a Substitute Revolving Credit Note dated as of even date herewith in the original principal sum of \$11,250,000.00 (the "Substitute Revolving Credit Note"), pursuant to which Mortgagor promises to pay said principal sum, together with interest on the balance of said principal from time to time outstanding and unpaid thereon at the rates and at the times specified in the Substitute Revolving Credit Note, with a final maturity date of September 30, 1999 with respect to all principal and interest not required to be sooner paid. (The Substitute Term Note and Substitute Revolving Credit Note, as they may be amended, restated, extended or renewed from time to time, are hereinafter referred to as the "Notes").

D. Mortgagee requires that Mortgagor execute and deliver this Amendment to reflect the execution and delivery of the Notes.

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor covenants, agrees and confirms with Mortgagee as follows:

1. All references in the Original Mortgage, the Original Assignment and/or this Amendment to: (a) the term "Mortgage" shall mean the Original Mortgage, as amended by this Amendment, and as the same may be further amended, modified, restated, spread and/or supplemented from time to time, (b) the term "Loans" shall mean loans evidenced by the Substitute Term Note and the Substitute Revolving Credit Note, (c) the term "Assignment" shall mean the Original Assignment, as amended by this Amendment and (d) the term "Documents" shall mean all documents executed and delivered by Mortgagor in connection with the Original Notes, the Substitute Term Note and the Substitute Revolving Credit Note. Except as provided in the above Recitals and this paragraph 1, all capitalized terms used in this Amendment shall have the meanings specified for such terms in the Original Mortgage or the Original Assignment, as applicable.

2. The original principal sum of the Substitute Term Note is \$4,944,481.00 and the final maturity date thereof is September 30, 1999 with respect to all principal and interest not required to be sooner paid.

3. The original principal sum of the Substitute Revolving Credit Note is \$11,250,000.00 and the final maturity date thereof is September 30, 1999 with respect to all principal and interest not required to be sooner paid.

4. Mortgagor hereby makes and adopts, as of the effective date of this Amendment, each and every covenant, agreement, representation and warranty contained in each of the Original Mortgage and the Original Assignment. Further, Mortgagor hereby represents and warrants to

Mortgagee that no event of default has occurred under the Original Mortgage and/or the Original Assignment and no event has occurred or condition exists which, with the giving of notice, lapse of time or both, would constitute an event of default under the Original Mortgage and/or the Original Assignment.

5. Nothing in this Amendment shall be deemed to constitute or shall be construed as a waiver of any rights, remedies or security granted to Mortgagee under the original Mortgage, the original Assignment or any of the other Documents.

6. In the event of any conflict with the terms and conditions of this Amendment and the terms and conditions of the Original Mortgage or the Original Assignment, as applicable, the Original Mortgage or the Original Assignment, as applicable, shall be construed so as to give the fullest effect to the terms and conditions of this Amendment, but this Amendment shall govern and be controlling in all respects. Except as modified by this Amendment, the Original Mortgage and the Original Assignment shall each remain unmodified and in full force and effect.

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

BERKSHIRE FOODS, INC.

By: \_\_\_\_\_

LASALLE NATIONAL BANK, a national banking association

By: \_\_\_\_\_

Its: \_\_\_\_\_

# UNOFFICIAL COPY

98595285

STATE OF ILLINOIS        )  
                                   ) SS.  
 COUNTY OF COOK         )

I, \_\_\_\_\_, a Notary Public in said County, in the State aforesaid, do hereby certify that J. P. [Signature], who is personally known to me to be the President of BERKSHIRE FOODS, INC., an Illinois corporation and who is 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 he signed and delivered the said instrument in his capacity as manager of said limited liability company, as his free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Seal of Office this 26th day of June, 1998.

Hilda Percella  
 Notary Public



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UNOFFICIAL COPY

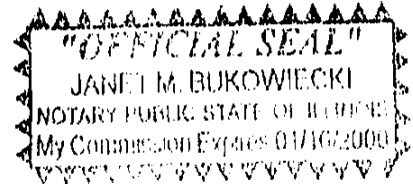
63575285

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in said County, in the State aforesaid, do hereby certify that BOB STAN, who is personally known to me to be the V.P. of LaSalle National Bank, who is 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 signed and delivered the said instrument in his capacity as \_\_\_\_\_ of said bank, as his 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 Seal of Office this 30 day of June, 1998.

*Janet M. Bukowiecki*  
Notary Public



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## PARCEL 1:

THAT PART OF LOT 2 LYING NORTH AND EAST OF THE HAMMOND AND BLUE ISLAND RAILROAD (EXCEPT THAT PART NORTHERLY OF A LINE PARALLEL WITH AND 19 FEET SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF 139TH STREET) IN J. W. EGAN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 2:

ALL THAT PART OF BLOCK 3 IN J. D. LEHMER'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS LAID OUT IN THE PLAT OF SAID SUBDIVISION RECORDED JULY 1, 1874 IN BOOK 8 OF PLATS, PAGE 49 AS DOCUMENT NUMBER 177058, LYING EAST OF A LINE DESCRIBED AS FOLLOWS:; BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK 3, (BEING THE CENTER LINE OF THE 30 FOOT PRIVATE STREET (KNOW AS WEST 45TH STREET)) 86.0 FEET EAST OF THE WEST LINE OF SAID BLOCK 3; THENCE SOUTH PARALLEL TO THE SAID WEST LINE OF BLOCK 3, A DISTANCE OF 131.01 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID BLOCK 3 (BEING THE CENTER LINE OF THE 30 FOOT PRIVATE ALLEY KNOWN AS WEST 45TH PLACE), 86.0 FEET EAST OF THE SAID WEST LINE OF BLOCK 3, IN COOK COUNTY, ILLINOIS

## PARCEL 3:

ALL THAT PART OF BLOCK 4 IN J. D. LEHMER'S SUBDIVISION, AFORESAID LYING EAST OF A LINE DESCRIBED AS FOLLOWS:; BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK 4 (BEING THE CENTER LINE OF THE 30 FOOT PRIVATE ALLEY KNOWN AS WEST 45TH PLACE), 86.0 FEET EAST OF THE WEST LINE OF SAID BLOCK 4; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID PRIVATE ALLEY KNOWN AS WEST 45TH PLACE 99.73 FEET EAST OF THE SAID WEST LINE OF BLOCK 4; THENCE SOUTHEASTERLY, A DISTANCE OF 320.42 FEET, MORE OR LESS TO A POINT ON THE NORTH LINE OF THE 30 FOOT PRIVATE ALLEY KNOWN AS WEST 46TH STREET, 199.45 FEET EAST OF THE SAID WEST LINE OF BLOCK 4; THENCE SOUTH A DISTANCE OF 15 FEET TO THE SOUTH LINE OF SAID BLOCK 4 (BEING THE CENTER LINE OF SAID 30 FOOT PRIVATE ALLEY KNOWN AS WEST 46TH STREET) IN COOK COUNTY, ILLINOIS

## PARCEL 4:

ALL THAT PART OF BLOCK 9 IN J. D. LEHMER'S SUBDIVISION, AFORESAID, LYING EAST OF A LINE DESCRIBED AS FOLLOWS:; (BUT NOT INCLUDING ANY PART OF SAID BLOCK 9 LYING SOUTH OF THE SOUTHERMOST POINT OF SAID LINE); BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK 9 (BEING THE CENTER LINE OF THE 30 FOOT PRIVATE ALLEY KNOWN AS

CONTINUED ON NEXT

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WEST 46TH STREET), 251.85 FEET EAST OF THE WEST LINE OF SAID BLOCK 9; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID BLOCK 9, A DISTANCE OF 70.06 FEET TO A POINT; THENCE SOUTHEASTERLY A DISTANCE OF 193.10 FEET, MORE OR LESS TO A POINT 352.18 FEET EAST OF THE SAID WEST LINE OF BLOCK 9 AND 235.0 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 9, IN COOK COUNTY, ILLINOIS

PARCEL 5:

ALL THAT PART OF BLOCKS 3, 4 AND 9 IN J. D. LEHMER'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AS LAID OUT IN THE PLAT OF SAID SUBDIVISION RECORDED JULY 1, 1874 IN BOOK 8 OF PLATS PAGE 44, AS DOCUMENT 177058 DESCRIBED AS FOLLOWS:; BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK 3 (BEING THE CENTER LINE OF THE 30 FOOT PRIVATE STREET KNOWN AS WEST 45TH STREET), 56.00 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE OF BLOCK 3, A DISTANCE OF 30.0 FEET TO A POINT 86.0 FEET EAST OF THE WEST LINE OF SAID BLOCK 3; THENCE SOUTH PARALLEL TO THE SAID WEST LINE OF BLOCK 3, A DISTANCE OF 331.01 FEET, MORE OR LESS TO A POINT ON THE SOUTH LINE OF SAID BLOCK 3 (BEING THE CENTER LINE OF THE 30 FOOT PRIVATE ALLEY KNOWN AS WEST 45TH PLACE) 86.0 FEET EAST OF THE SAID WEST LINE OF BLOCK 3; THENCE SOUTHEASTERLY 15.46 FEET TO A POINT ON THE SOUTH LINE OF SAID PRIVATE ALLEY KNOWN AS WEST 45TH PLACE 89.73 FEET EAST OF THE SAID WEST LINE OF BLOCK 4; THENCE SOUTHEASTERLY A DISTANCE OF 320.42 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE 30 FOOT PRIVATE ALLEY KNOWN AS WEST 46TH STREET 197.25 FEET EAST OF THE SAID WEST LINE OF BLOCK 4; THENCE SOUTH A DISTANCE OF 15 FEET TO THE SOUTH LINE OF SAID BLOCK 4 AND THE NORTH LINE OF BLOCK 9 AFORESAID (BEING THE CENTER LINE OF SAID 30 FOOT PRIVATE ALLEY KNOWN AS WEST 46TH STREET); THENCE EAST ALONG THE NORTH LINE OF BLOCK 9, AFORESAID, 52.40 FEET TO A POINT IN SAID NORTH LINE 251.85 FEET EAST OF THE WEST LINE OF SAID BLOCK 9; THENCE SOUTH PARALLEL TO THE WEST LINE OF BLOCK 9, A DISTANCE OF 70.06 FEET TO A POINT; THENCE SOUTHEASTERLY, A DISTANCE OF 193.10 FEET, MORE OR LESS, TO A POINT 352.18 FEET EAST OF THE SAID WEST LINE OF BLOCK 9 AND 235.0 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 9; THENCE EAST PARALLEL WITH THE NORTH LINE OF BLOCK 9, AFORESAID, 94.67 FEET TO THE EAST LINE OF BLOCK 9, AFORESAID (BEING THE CENTER LINE OF THE 100 FOOT PRIVATE ALLEY KNOWN AS SOUTH PACKER'S AVENUE); THENCE SOUTH ALONG THE EAST LINE OF BLOCK 9, AFORESAID, 80.18 FEET TO THE POINT 15 FEET NORTH OF THE SOUTHEAST CORNER OF BLOCK 9, AFORESAID; THENCE WEST PARALLEL TO THE SOUTH LINE OF BLOCK 9, AFORESAID, 50.0 FEET TO THE WEST LINE OF SOUTH PACKER'S AVENUE (HEREINAFTER MENTIONED); THENCE NORTHWESTERLY ALONG A CURVED LINE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 330.70 FEET, FOR A DISTANCE OF 227.37 FEET TO A POINT 817.80 FEET SOUTH AND 241.18 FEET EAST OF THE NORTHWEST CORNER OF BLOCK 3, AFORESAID; THENCE NORTH 24 DEGREES 36 MINUTES 26 SECONDS WEST 300.41 FEET TO A POINT 544.67 FEET SOUTH AND 116.09 FEET EAST OF THE NORTHWEST CORNER OF BLOCK 3, AFORESAID; THENCE NORTH 24 DEGREES 36 MINUTES 26 SECONDS WEST 300.41 FEET TO A POINT 544.67 FEET SOUTH AND 116.09 FEET EAST OF THE NORTHWEST CORNER OF BLOCK 3, AFORESAID; THENCE NORTHWESTERLY ALONG A CURVED LINE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 637.05 FEET, FOR A DISTANCE OF 156.42 FEET TO A POINT 395.86 FEET SOUTH AND 68.97 FEET EAST OF THE NORTHWEST CORNER OF BLOCK 3, AFORESAID; THENCE NORTH 09 DEGREES 05 MINUTES 08 SECONDS WEST, 50.48 FEET TO A POINT IN THE SOUTH LINE OF WEST 45TH PLACE (HEREINABEFORE MENTIONED) 61.00 FEET EAST OF THE WEST LINE OF BLOCK 4 AFORESAID; THENCE NORTH 09 DEGREES 27 MINUTES 44 SECONDS WEST 30.41 FEET TO A POINT IN THE NORTH LINE OF WEST 45TH PLACE (HEREINBEFORE MENTIONED) 56.00 FEET EAST OF THE WEST LINE OF BLOCK 3, AFORESAID; THENCE NORTH ALONG A LINE

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56.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF BLOCK 3 AFORESAID, 316.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 4 AS CREATED BY DEED FROM THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY, CORPORATION OF ILLINOIS, TO BERKSHIRE FOODS INC. DATED OCTOBER 29, 1971 AND RECORDED NOVEMBER 10, 1971 AS DOCUMENT NUMBER 21716084, FOR FOOTINGS OVER THAT PART OF BLOCK 3 IN J. D. LEHMER'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS LAID OUT IN THE PLAT OF SAID SUBDIVISION RECORDED JULY 1, 1874 IN BOOK 8 OF PLATS PAGE 44, AS DOCUMENT NUMBER 177058, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK 3 (BEING THE CENTER LINE OF THE 30 FOOT PRIVATE STREET KNOWN AS WEST 45TH STREET) 54.0 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE OF BLOCK 3, A DISTANCE OF 2.0 FEET TO A POINT 56.0 FEET EAST OF THE WEST LINE OF BLOCK 3; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL TO THE SAID WEST LINE OF BLOCK 3, A DISTANCE OF 316.01 FEET TO A POINT ON THE NORTH LINE OF WEST 45TH PLACE, (BEING THE NORTH LINE OF THE SOUTH 15 FEET OF BLOCK 3 AFORESAID) 56.0 FEET EAST OF THE SAID WEST LINE OF BLOCK 3; THENCE NORTH 89 DEGREES 59 MINUTES 14 SECONDS WEST ALONG SAID NORTH LINE OF WEST 45TH PLACE 2.0 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL TO THE WEST LINE OF SAID BLOCK 3 FOR A DISTANCE OF 316.01 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

P.O.N.:

- 20-05-311-006
- 20-05-311-007
- 20-05-311-008
- 20-05-311-010
- 20-05-311-011
- 20-05-311-013
- 28-01-401-002

4600 SO. PACKERS AVE  
CHICAGO, IL

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