

COMMONWEALTH LAND
TITLE INSURANCE COMPANY 014220
30 N. LA SALLE, SUITE 3900
CHICAGO, IL 60602

1488-0-912, 144



(Space Above for Recorder's Use)

SECOND AMENDMENT TO MORTGAGE

(166 E. Birchwood Avenue, Des Plaines, Illinois)

This SECOND AMENDMENT TO MORTGAGE (the "Amendment") is made as of November 20, 1997, by DAE-JULE, INC., an Illinois corporation, (herein, together with its successors and assigns, the "Mortgagor"), and WELLS FARGO BANK, N.A., a national banking association, in its capacity as administrative lender (including (A) in its capacity as issuing bank with respect to Letters of Credit and (B) in its capacity as obligee with respect to any Hedging Agreements) for the Lenders party to the Credit Agreement (each as defined below) (herein, in such capacity, together with its successors and assigns, called the "Mortgagee").

RECORDING REQUESTED BY:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

WHEN RECORDED MAIL TO:

Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105
Attention: Christina W. Chi, Esq.

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FACTUAL BACKGROUND

A. *THE CREDIT FACILITIES.* Pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of August 30, 1996, by and among Favorite Brands International, Inc., a Delaware corporation (the "Borrower"), the financial institutions party thereto (the "Lenders"), The First National Bank of Chicago, Bank of America Illinois and BHF-Bank Aktiengesellschaft, Grand Cayman Branch, as co-agents for the Lenders (the "Co-Agents"), and Wells Fargo Bank, N.A., as administrative lender for the Lenders, as amended by that certain First Amendment to Amended and Restated Revolving Credit and Term Loan Agreement dated as of January 13, 1997, and by that certain Second Amendment to Amended and Restated Revolving Credit and Term Loan Agreement dated as of March 18, 1997 (as amended, the "Credit Agreement"), the Lenders agreed to extend certain credit facilities (the "Credit Facilities") to Borrower in the aggregate principal amount of up to Five Hundred Twenty-Five Million Dollars (\$525,000,000).

B. *MODIFICATION OF THE CREDIT FACILITIES.* The Mortgagor, the Lenders, the Co-Agents and Mortgagee have modified the Credit Agreement as provided in those certain (1) Third Amendment to Amended and Restated Revolving Credit and Term Loan Agreement dated as of August 11, 1997, by and among Mortgagor, the Lenders, the Co-Agents and Mortgagee (the "Third Amendment"); (2) Fourth Amendment and Waiver to Amended and Restated Revolving Credit and Term Loan Agreement dated as of October 28, 1997, by and among Mortgagor, the Lenders, the Co-Agents and Mortgagee (the "Fourth Amendment"); and (3) Fifth Amendment to Amended and Restated Revolving Credit and Term Loan Agreement dated as of November 20, 1997, by and among Mortgagor, the Lenders, the Co-Agents and Mortgagee (the "Fifth Amendment" and together with the Third Amendment and Fourth Amendment hereinafter collectively referred to as "Credit Agreement Amendments").

C. *THE GUARANTY.* Pursuant to the terms of that certain Guaranty Agreement (the "Guaranty") dated as of January 27, 1997, by Mortgagor in favor of Mortgagee, Mortgagor has guaranteed the payment of the "indebtedness" (as such term is defined in the Guaranty) of the Borrower, subject to certain limitations as set forth in the Guaranty. In connection with the execution of the Third Amendment, Fourth Amendment and Fifth Amendment, Mortgagor has executed with respect to each respective Credit Agreement Amendment an Acknowledgment and Consent dated as of even date therewith respectively (collectively, the "Acknowledgments"), thereby agreeing to the modification of the Credit Agreement, as amended by each respective Credit Agreement Amendment.

D. *THE MORTGAGE.* The obligations of Mortgagor under the Guaranty are secured by, among other things, that certain mortgage (the "Mortgage") more particularly described on *Exhibit A* attached hereto. The Mortgage encumbers certain real property

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described on *Exhibit B* attached hereto. Capitalized terms used herein without definition shall have the meanings given to them under the Mortgage.

E. *AMENDMENT*. Mortgagor and Mortgagee desire to amend the Mortgage in certain respects as hereinafter provided, to provide, among other things, that the Mortgage will secure the Obligations (as such term is defined in the Mortgage) under the Guaranty, as modified pursuant to the Acknowledgments. This Amendment and the Acknowledgments are Related Documents.

AGREEMENT

Therefore, Mortgagor and Mortgagee, on behalf of the Lenders, agree as follows:

1. AMENDMENT

The Mortgage is hereby amended to secure, in addition to the indebtedness and other obligations described therein, the payment and performance of the Obligations under the Guaranty, as modified by the Acknowledgments, and all amendments, modifications, extensions, renewals, restatements and replacements thereto and thereof. All references in the Mortgage to the Guaranty shall mean the Guaranty, as amended by the Acknowledgments. All references to the Mortgage to the Credit Agreement and the other Related Documents shall hereafter refer to the Credit Agreement and the other Related Documents, each as modified by the Credit Agreement Amendments. All references in the Mortgage to the Mortgage shall hereafter refer to the Mortgage, as amended by this Amendment.

2. FULL FORCE AND EFFECT

As hereby amended, the Mortgage, the Guaranty, the Credit Agreement and the other Related Documents remain in full force and effect.

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3. COUNTERPARTS

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

MORTGAGOR: DAE-JULIE, INC.,
an Illinois corporation

By: _____

Name: Charles P. Greenleaf

Title: Vice President

MORTGAGEE: WELLS FARGO BANK, N.A.,
a national banking association,
as administrative lender for the Lenders

By: _____

Alan Wray
Vice President

This Instrument was Prepared By:

Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105
Attn: Christina W. Chi, Esq.

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State of Illinois

County of Cook

On 11/15/11 before me, Laura A. Sobierajski, Notary Public
Date Name, Title of Officer

personally appeared [Signature]
Name(s) of Signer(s)

- personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

OFFICIAL SEAL
LAURA A SOBIERAJSKI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 10, 2000

WITNESS my hand and official seal.

[Signature]
Signature of Notary

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11/11/2024

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3. COUNTERPARTS

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

MORTGAGOR: DAE-JULIE, INC.,
an Illinois corporation

By _____
Name: _____
Title: _____

MORTGAGEE: WELLS FARGO BANK, N.A.,
a national banking association,
as administrative lender for the Lenders

By Alan Wray
Alan Wray /
Vice President

This Instrument was Prepared By:

Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105
Attn: Christina W. Chi, Esq.

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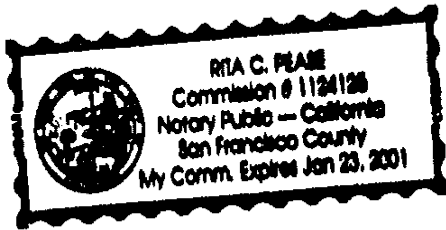
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STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On November 18, 1997 before me, Rita C. Pease, Notary Public, personally appeared Alan Wray, Vice President of WELLS FARGO BANK, N.A., a national banking association, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



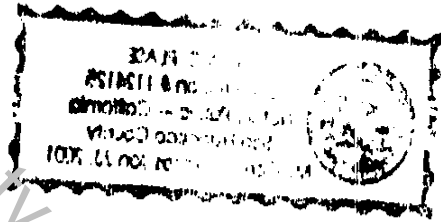
Rita C. Pease

Notary Public

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10/10/10

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EXHIBIT A

MORTGAGE

Leasehold Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing by and between Mortgagor and Mortgagee dated as of January 27, 1997 and recorded on January 29, 1997, as Instrument No. 97065835 in the Official Records of Cook County, Illinois (the "Official Records"), as amended by that certain First Amendment to Mortgages dated April 1, 1997 and recorded April 2, 1997 as Instrument No. 97-229382 of Official Records.

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EXHIBIT B

LEGAL DESCRIPTION

(1665 E. Birchwood Avenue, Des Plaines, Illinois)

Leasehold estate created by Lease from David Babiarz, Lessor, to D. J. Acquisition Corp., an Illinois corporation, Lessee, dated January 27, 1997, a Memorandum of which was recorded January 29, 1997 as Document Number 97085832, which Lease demises the following described land for a term of years ending January 26, 2007, to wit:

That part of the West 1/2 of the Southwest 1/4 of Section 28, Township 41 North, Range 12, East of the Third Principal Meridian described as follows: Commencing at the Northeast corner of said West 1/2; thence South 1196.048 feet along the East line of said West 1/2; thence West along a line parallel with the North line of said West 1/2 723.98 feet to the point of beginning of the following tract of land; thence continuing west along said parallel line 450.0 feet; thence North perpendicularly to said parallel line to a point on a line 756.066 feet south of (as measured along the East line of said West 1/2) and parallel with the North line of said West 1/2; thence East along the last described parallel line 450.0 feet; thence South to the herein described point of beginning, all in Cook County, Illinois.

PIN # 09-28-300-021

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