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1998-03-31 14:45:54
Cook County Recorder 41.00

(Illinois Fee Mortgage)

This instrument was prepared by, and after recording should be returned to:
Helen D. Shapiro, Esq,
Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601

SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT is made as of this 27th day of February, 1998 ("First Amendment") by BAGCRAFT CORPORATION OF AMERICA, a Delaware corporation, having its chief executive office at 3900 West 43rd Street, Chicago, Illinois 60632 (herein, together with its successors and assigns, called "Mortgagor"), to GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, having its principal offices at 201 High Ridge Road, Stamford, Connecticut 06927, for itself and as agent for each of the financial institutions (collectively "Lenders," each a "Lender") identified as Lenders in that certain "Credit Agreement" hereinbelow described ("Mortgage").

RECITALS:

WHEREAS, Mortgagor entered into that certain Mortgage, Assignment of Rents, Security Agreement and Financing Statement, dated December 17, 1993 (the "Mortgage"), recorded in the Recorder's Office of Cook County, Illinois on December 20, 1993, as Document No. 03044820, affecting the real property described on Exhibit A attached hereto and incorporated herein;

WHEREAS, Mortgagor entered into that certain First Amendment to Mortgage, Assignment of Rents, Security Agreement and Financing Statement, dated December 30, 1996 (the "First Amendment"), recorded in the Recorder's Office of Cook County, Illinois on January 17, 1997, as Document No. 97033223, affecting the real property described on Exhibit A attached hereto and incorporated herein;

WHEREAS, pursuant to the Credit Agreement, as defined in the Mortgage and as amended, the Lenders have made term and/or revolving loans and advances and other financial accommodations to Mortgagor as set forth therein (the "Loans") in an aggregate

BOX 333-CTI

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principal amount, at any one time outstanding, not to exceed Thirty-Eight Million and 00/100 Dollars (\$38,000,000.00);

WHEREAS, simultaneously herewith the Credit Agreement is being amended and restated pursuant to that certain Second Amended and Restated Credit Agreement dated as of February 27, 1998 by and between Mortgagor, Mortgagee and the Lenders party thereto (the "Second Amended and Restated Credit Agreement"), to among other things, modify the Loans by adding the following additional Loan facilities (said additional Loan facilities to be deemed "Loans", as such term was previously defined in the First Amendment):

- (1) A Term Loan B not to exceed Five Million and 00/100 Dollars (\$5,000,000.00); and,
- (2) A Term Loan C not to exceed Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00);

WHEREAS, the parties hereto have agreed to modify the Mortgage so as to reflect the modifications noted above and the total Loans, as increased, shall equal the aggregate principal amount, at any one time outstanding, not to exceed Fifty-Three Million Five Hundred Thousand and 00/100 Dollars (\$53,500,000).

NOW THEREFORE, in consideration of the mutual promises and benefits set forth herein and further consideration of the sum of Ten and 00/100 Dollars (\$10.00) paid by Mortgagor to Mortgagee, the receipt and sufficiency of which are hereby acknowledged, Mortgagor acting pursuant to the procedure set forth in Section 5.10 of the Mortgage, hereby agrees that the Mortgage is and shall be modified and amended as provided below:

1. The Mortgage is hereby modified to reflect that the Lenders have made term loans to Mortgagor, as described above, in an aggregate principal amount at any one time outstanding not to exceed Twelve Million Five Hundred Thousand and 00/100 Dollars (\$12,500,000.00) and the aggregate amount of all Loans is, therefore, Fifty-Three Million Five Hundred Thousand and 00/100 Dollars (\$53,500,000.00) and Mortgagor does hereby grant to Mortgagee, its successors and assigns, forever, the real property described in Exhibit A attached hereto and the Mortgaged Property (as defined in the Mortgage) to secure the obligations and liabilities as set forth in the Mortgage.
2. Except as otherwise expressly provided herein, or in the Second Amended and Restated Credit Agreement, nothing herein contained shall in any way (a) impair or affect the validity and priority of the lien of the Mortgage; (b) alter, waive, annul or affect any

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provision, condition or covenant in the original loan documents executed by Mortgagee (the "Original Loan Documents"); or (c) affect or impair any rights, powers or remedies under the Original Loan Documents. It is the intent of the parties hereto that all the terms and provisions of the Mortgage and the Original Loan Documents and the liens and security interests created thereunder shall continue in full force and effect, except as modified by this Second Amendment, by the First Amendment, by the Amended and Restated Credit Agreement and by the Second Amended and Restated Credit Agreement .

3. All of the terms and provisions of this Second Amendment shall run with the land and shall apply to, bind and inure to the benefit of Mortgagor and Mortgagee, as the case may be, and their respective successors and assigns.

4. This Second Amendment may be executed in as many counterparts as may be deemed necessary or convenient, and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed an original but all such counterparts shall constitute but one and the same instrument.

5. All provisions of the Original Loan Documents are hereby ratified and confirmed and remain unchanged and fully effective, except as otherwise specifically stated herein, and in the Amended and Restated Credit Agreement and in the Second Amended and Restated Credit Agreement.

6. Unless otherwise provided herein, all capitalized words and terms in this Second Amendment shall have the meaning ascribed to such words and terms as in the Credit Agreement. All references in the Mortgage, as modified by the First Amendment and by this Second Amendment, to the Credit Agreement shall be deemed to refer without further modification to the Credit Agreement as modified by that certain Amended and Restated Credit Agreement and by that certain Second Amended and Restated Credit Agreement, and all renewals, amendments, modifications, supplements, restatements, extensions for any period, increases or rearrangements thereof.

7. This Second Amendment is to be construed, governed and enforced in accordance with the laws of the state of Illinois.

(signature page follows)

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IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first set forth above.

MORTGAGOR:

BAGCRAFT CORPORATION OF AMERICA, a Delaware corporation

By: Max F. Santacrose

Name: Max F. Santacrose

Title: President

(CORPORATE SEAL)

MORTGAGEE:

GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation

By: _____

Name: _____

Title: _____

(CORPORATE SEAL)

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STATE OF)
)
COUNTY OF) SS.

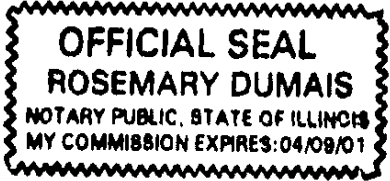
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert S. ... whose name as Robert S. ... of BAGCRAFT CORPORATION OF AMERICA, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Official seal this 21st day of February, 1998.

Rosemary Dumais
Notary Public

(Seal)

My Commission Expires: 04/09/01



Notary Public in and for the State of Illinois

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IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first set forth above.

MORTGAGOR:

BAGCRAFT CORPORATION OF AMERICA, a Delaware corporation

By: _____

Name: _____

Title: _____

(CORPORATE SEAL)

MORTGAGEE:

GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation

By: Charles D. Chiedo

Name: Charles D. Chiedo

Title: Deputy Assistant Secretary

(CORPORATE SEAL)

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STATE OF Connecticut)
) SS.
COUNTY OF Fairfield)

I, Ernest H. B. Clement, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles D. Chiodo, personally known to me to be the Duly Authorized Signatory of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, and 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 said instrument as Duly Authorized Signatory of said corporation as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of February, 1993

Ernest H. B. Clement
Notary Public

My Commission Expires: April 30, 2002

NOTARY PUBLIC OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

PARCEL 1:

AN IRREGULAR SHAPED PARCEL OF LAND IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF PRIVATE WEST 43RD STREET (A PRIVATE STREET) SAID NORTH LINE OF PRIVATE WEST 43RD STREET BEING 33.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 2, AND A LINE 299.07 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2) WEST OF AND PARALLEL TO THE EAST LINE OF SAID WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, SAID LAST DESCRIBED PARALLEL LINE BEING THE EASTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO, TO THE THEN TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY DEED DATED APRIL 9, 1957 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MAY 27, 1957 IN BOOK 54908, AT PAGE 226 AS DOCUMENT 16915322; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, 303.29 FEET TO A POINT; SAID POINT BEING ALSO THE NORTH EAST CORNER OF THE SAID PREMISES AS CONVEYED BY DEED DATED APRIL 9, 1957 AS AFOREMENTIONED; THENCE NORTHEASTERLY ALONG A CURVE CONVEX TO THE SOUTH EAST, HAVING A RADIUS OF 295.12 FEET, AN ARC DISTANCE OF 229.84 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 519.27 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, SAID POINT OF INTERSECTION BEING 160.16 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2), WEST OF SAID EAST LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT 158.0 FEET, BY RECTANGULAR MEASUREMENT, WEST OF AND PARALLEL TO SAID EAST LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 584.21 FEET, AN ARC DISTANCE OF 209.93 FEET, MORE OR LESS, TO A POINT WHICH IS 314.32 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF SAID SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2 AND 120.7 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE THEREOF; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO A POINT WHICH IS 212.9 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF THE SAID SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, AND 82.41 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE THEREOF; THENCE SOUTHEASTERLY ON A CURVE CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 562.19 FEET, AN ARC DISTANCE OF 19.0 FEET, MORE OR LESS TO A POINT WHICH IS 195.08 FEET, BY RECTANGULAR MEASUREMENT,

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NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2 AND 76.02 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, MEASURED ALONG A LINE PARALLEL WITH THE SOUTH LINE THEREOF; THENCE SOUTHERLY ON A CURVE CONVEX TO THE EAST, HAVING A RADIUS OF 317.63 FEET, AN ARC DISTANCE OF 127.55 FEET, MORE OR LESS, TO A POINT WHICH IS 69.58 FEET BY RECTANGULAR MEASUREMENT, NORTH OF SAID SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, AND 60.26 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, MEASURED ALONG A LINE PARALLEL WITH THE SOUTH LINE THEREOF; THENCE SOUTHERLY ALONG A STRAIGHT LINE TO A POINT IN THE NORTH LINE OF WEST 43RD STREET, AFOREMENTIONED, SAID POINT BEING 63.05 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, MEASURED ALONG A LINE PARALLEL WITH THE SOUTH LINE THEREOF; THENCE WEST ALONG SAID NORTH LINE OF WEST 43RD STREET, A DISTANCE OF 236.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 43RD STREET (A PRIVATE STREET), SAID NORTH LINE OF WEST 43RD STREET BEING 33.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF WEST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 2, AND A LINE 299.07 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2) WEST OF AND PARALLEL TO THE EAST LINE OF SAID WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, SAID LAST DESCRIBED PARALLEL LINE BEING THE EASTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO, TO THE THEN TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY DEED DATED APRIL 9, 1957 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MAY 27, 1957 IN BOOK 54908, AT PAGE 226 AS DOCUMENT 16915322; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, 182.0 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF AFORESAID WEST 43RD STREET, 57.75 FEET TO AN EXISTING BRICK WALL OF A ONE STORY BRICK BUILDING; THENCE SOUTHERLY ALONG THE SAID BRICK WALL AND ITS SOUTHERLY EXTENSION, 182.0 FEET TO THE NORTH LINE OF SAID WEST 43RD STREET; THENCE EAST ALONG SAID NORTH LINE OF WEST 43RD STREET 60.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

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PARCEL 3:

THAT PART LYING WEST OF A STRAIGHT LINE PARALLEL TO AND 299.07 FEET (MEASURED PARALLEL TO THE SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, WEST OF THE EAST LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2 OF THE FOLLOWING DESCRIBED PREMISES:

AN IRREGULAR SHAPED PARCEL OF LAND IN THE WEST 1/2 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF PRIVATE WEST 43RD STREET (A PRIVATE STREET), SAID NORTH LINE OF PRIVATE WEST 43RD STREET BEING 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 2, AND A LINE 784.07 FEET, (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, WEST OF AND PARALLEL TO THE EAST LINE OF SAID WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2; SAID LAST DESCRIBED PARALLEL LINE BEING THE EASTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO, TO THE THEN TRUSTEES OF CENTRAL MANUFACTURING DISTRICT BY DEED DATED JULY 18, 1951 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JULY 26, 1951 IN BOOK 47027, AT PAGE 156 AS DOCUMENT 15132507; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE 248.02 FEET TO A POINT; THENCE NORTHEASTERLY ON A STRAIGHT LINE 131.28 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 301 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, SAID POINT OF INTERSECTION BEING 654.07 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, WEST OF SAID EAST LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2; THENCE EAST ALONG THE LAST DESCRIBED LINE TO A POINT OF CURVE; SAID POINT OF CURVE BEING 447.89 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2) WEST OF THE SOUTH EAST LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2; THENCE NORTHEASTERLY ALONG A CURVE, CONVEX TO THE SOUTH EAST, HAVING A RADIUS OF 295.12 FEET, AN ARC DISTANCE OF 385.82 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 519.27 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, SAID POINT OF INTERSECTION BEING 160.16 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2 WEST OF THE SAID EAST LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE 158 FEET, BY RECTANGULAR MEASUREMENT, WEST OF AND PARALLEL TO THE SAID EAST LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, SAID LAST DESCRIBED PARALLEL LINE BEING THE EASTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD

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COMPANY, TO THE FIRST NATIONAL BANK OF CHICAGO BY DEED DATED MAY 23, 1951 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 7, 1951 IN BOOK 46794, AT PAGE 526 AS DOCUMENT 15094225; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE TO THE SAID NORTH LINE OF PRIVATE WEST 43RD STREET; THENCE WEST ALONG SAID NORTH LINE OF PRIVATE WEST 43RD STREET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED ABOVE AS PARCEL 2, ALL IN COOK COUNTY, ILLINOIS.

PIN 19-02-100-027-0000
19-02-100-028-0000
19-02-100-031-0000

3900 WEST 43RD STREET
CHICAGO, IL

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