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FIRST AMENDMENT TO COMMERCIAL MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS FIRST AMENDMENT TO COMMERCIAL MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Amendment") is made as of the 13th day of May, 1999, by and among DARLING INTERNATIONAL INC., a Delaware corporation ("Darling"), DARLING RESTAURANT SERVICES INC., a Delaware corporation and a Significant Subsidiary of Darling ("Correct Mortgagor"), with an office at 251 O'Connor Ridge Road, Suite 300, Irving, Texas, 75038, and BANKBOSTON, N.A., a national banking association, in its capacity as Agent for the benefit of itself and the other Secured Parties ("Mortgagee"). Unless otherwise indicated, the capitalized terms used herein have the meaning given to them in that certain Amended and Restated Credit Agreement (the "Credit Agreement"), dated as of January 22, 1999, executed by and between Darling and Mortgagee.

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RECITALS

A. Darling, as grantor, heretofore executed that certain Commercial Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated effective as of January 22, 1999 (the "Mortgage"), and filed of record in Cook County, Illinois as Instrument No. 99279609 on March 23, 1999, concerning certain real property, together with the improvements situated thereon, located in Blue Island, Illinois (the "Property") and more particularly described on Exhibit "A" attached hereto.

B. Whereas, Correct Mortgagor is the record owner of the Property.

C. Whereas, Darling, Correct Mortgagor and Mortgagee desire to amend the Mortgage to reflect Correct Mortgagor as the Mortgagor thereunder.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Darling, Correct Mortgagor and Mortgagee hereby agree as follows:

1. Recital A of the Mortgage is hereby amended and restated in its entirety to read as follows:

"A. Darling and Mortgagee have entered into the Credit Agreement, providing for loans and/or other extensions of credit from Mortgagee and/or the Secured Parties to Borrower in the maximum aggregate principal amount of \$250,000,000.00."

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2. Recital B of the Mortgage is hereby amended and restated in its entirety to read as follows:

“B This Mortgage is part of the security for the Guaranty executed by Mortgagor pursuant to the Credit Agreement.”

3. The definition of “Mortgagor” in Section 1.1 of the Mortgage is hereby amended and restated in its entirety to read as follows:

“Mortgagor’ means Darling Restaurant Services Inc., a Delaware corporation and a Significant Subsidiary of Darling International Inc., a Delaware corporation, with an office located as 251 O’Connor Ridge Road, Suite 300, Irving, Texas 75038.”

4. Section 1.4 of the Mortgage is hereby amended and restated in its entirety to read as follows:

“Section 1.4. Guaranty, Loan Documents and Other Obligations. This Mortgage is made to secure and enforce the payment and performance of the “Guaranteed Indebtedness” of Mortgagor as defined in the Guaranty, and all indebtedness, liabilities and obligations of Mortgagor to the Secured Parties under any other Loan Document; provided, however, and notwithstanding the foregoing provisions of this Section 1.4, this Mortgage shall not secure any obligation with respect to which Agent or any Secured Party is by applicable law prohibited from obtaining a lien on real estate nor shall this Section 1.4 operate or be effective to constitute or require any assumption or payment by any Person, in any way, of any debt of any other Person to the extent that the same would violate or exceed the limit provided in any applicable usury or other law. The indebtedness referred to in this Section 1.4 is hereinafter referred to as the “Secured Indebtedness.” The principal balance of the Secured Indebtedness shall in no event exceed \$250,000,000.00.”

5. Except as expressly modified by this Amendment, the Mortgage shall continue in full force and effect according to its terms.

[Signature page follows]

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

The address and federal tax identification number of Mortgagor are:

Darling Restaurant Services Inc.
251 O'Connor Ridge Road, Suite 300
Irving, Texas 75038
Attn.: Brad Phillips - Treasurer
Telephone: (972) 717-0300
Telecopy: (972) 281-4449

Federal Tax I.D. No. 15-2732952

CORRECT MORTGAGOR:

DARLING RESTAURANT SERVICES INC.,
a Delaware corporation

By: Brad Phillips
Name: Brad Phillips
Title: Treasurer

Date: 5/5/99

Attest:
M. A. Reed
By: M. A. REED
Its: [Asst.] Secretary

The address of Mortgagee is:

BankBoston, N.A.
100 Federal Street
Mail Stop 01-09-06
Boston, MA 02110
Attn.: Peter Haley
Telephone: 617-434-7860
Telecopy: 617-434-2309

MORTGAGEE:

BANK BOSTON, N.A.,
a national banking association

By: Peter Haley
Name: Peter Haley
Title: VICE PRESIDENT

AGREED TO AND ACCEPTED BY:

DARLING INTERNATIONAL INC.,
a Delaware corporation

By: Brad Phillips
Name: Brad Phillips
Title: Treasurer

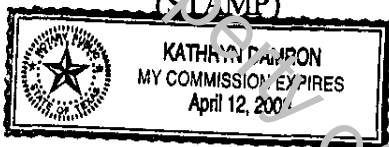
THE STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BRAD Phillips, known to me to be Treasurer of Darling Restaurant Services Inc., a Delaware corporation, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same in said capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of MAY, 1999.



Kathryn Dameron
Notary Public in and for the State of Texas

KATHRYN DAMRON
Notary Public Printed or Typed Name
My Commission Expires: April 12, 2003

THE STATE OF Massachusetts

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COUNTY OF Suffolk

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Peter Haley, known to me to be Peter Haley of BankBoston, N.A., a national banking association, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same in said capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13 day of May, 1999.

(STAMP)

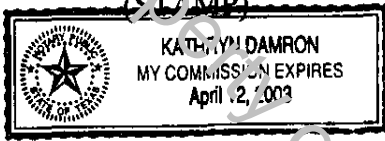
Cary T. Macaulay
Notary Public in and for the State of Mass.
Cary T. Macaulay
Notary Public Printed or Typed Name
My Commission Expires: 11/15/02

THE STATE OF TEXAS
COUNTY OF DALLAS

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Brad Phillips, known to me to be Treasurer of Darling International Inc., a Delaware corporation, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same in said capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of MAY, 1999.



Kathryn Damron
Notary Public in and for the State of Texas

KATHRYN DAMRON
Notary Public Printed or Typed Name
My Commission Expires: April 12, 2003

Property of Cook County Clerk's Office

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EXHIBIT "A"

Property of Cook County Clerk's Office

PARCEL:

THE EAST 131.00 FEET (MEASURED AT RIGHT ANGLES TO THE EAST LINE), THE WEST 2 ACRES OF A TRACT OF LAND DESCRIBED AS FOLLOWS: A PARCEL LYING SOUTHWESTERLY OF THE CENTER OF PUBLIC HIGHWAY KNOWN AS WIRETON HIGHWAY AND NORTHERLY OF THE CENTER OF A CREEK OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13 EP, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER OF A CREEK WHICH SAID POINT IS 7.65 CHAINS EAST OF THE WEST LINE OF SAID SECTION 36 AND 984.13 FEET MORE OR LESS NORTH OF THE SOUTH LINE THEREOF, RUNNING THENCE NORTH 494.27 FEET MORE OR LESS TO THE CENTER OF WHAT WAS THE CANAL FEEDER, THENCE SOUTH 46 1/4 DEGREES EAST ALONG THE CENTER OF SAID FEEDER 567.6 FEET, THENCE SOUTH 327.56 FEET MORE OR LESS TO THE CENTER OF SAID CREEK AND RUNNING THENCE NORTHWESTERLY ALONG THE CENTER OF SAID CREEK TO THE PLACE OF BEGINNING (EXCEPT, HOWEVER, FROM THE SAID TRACT THEREOF WEST 12 FEET THEREOF), IN COOK COUNTY, ILLINOIS: EXCEPT THAT PART OF THE FOREGOING TRACT OF LAND LYING NORTH OF THE NORTH LINE OF LANDS CONVEYED TO THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY BY INSTRUMENT RECORDED IN THE SAID RECORDER'S OFFICE AS DOCUMENT NUMBER 10482329 AND LYING SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A LINE DRAWN PARALLEL WITH AND 7.65 CHAINS (504.90 FEET) EAST OF THE WEST LINE OF SAID NORTHWEST 1/4 SAID POINT BEING 1061.90 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4, THENCE SOUTHEASTERLY TO A POINT ON A LINE DRAWN PARALLEL WITH AND 13.93 CHAINS EAST OF THE WEST LINE OF SAID NORTHWEST 1/4 SAID POINT BEING 810.96 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 1 ACRE OF THE WEST 3 ACRES OF A TRACT OF LAND LYING SOUTHWESTERLY OF THE CENTER LINE OF A PUBLIC HIGHWAY KNOWN AS WIRETON HIGHWAY AND NORTHERLY OF THE CENTER LINE OF A CREEK OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN CENTER LINE OF A CREEK WHICH POINT IS 7.65 CHAIN EAST OF THE WEST LINE OF SAID SECTION 36 AND 984.13 FEET (MORE OR LESS) NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4, THENCE NORTH 494.27 FEET TO THE CENTER LINE OF WHAT WAS THE CANAL FEEDER, THENCE SOUTH 46 DEGREES 15 MINUTES EAST ALONG THE CENTER LINE OF SAID FEEDER 567.6 FEET, THENCE SOUTH 327.56 FEET TO A POINT TO THE CENTER LINE OF A CREEK, THENCE NORTHWESTERLY TO THE PLACE OF BEGINNING (EXCEPTING FROM SAID PREMISES THE WEST 12 FEET THEREOF), EXCEPTING FROM AFORESAID 1 ACRE TRACT OF LAND THAT PART THEREOF LYING SOUTH OF A LINE DESCRIBED AS:

BEGINNING AT A POINT ON A LINE DRAWN PARALLEL WITH AND 7.65 CHAINS (504.90 FEET) EAST OF THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 34, SAID POINT BEING 1061.90 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4, THENCE SOUTHEASTERLY TO A POINT ON A LINE DRAWN PARALLEL WITH AND 13.93 CHAINS EAST OF THE WEST LINE OF SAID NORTHWEST 1/4, SAID POINT BEING 810.96 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PTN # 24-36-111-017 4042

3000-3100 W. Wireton Rd
Blue Island, IL

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Return To: *Sharon Cooper*

Chicago Title Insurance Company
Southwest Region Commercial Center
2001 Bryan Street, Suite 1700
Dallas, Texas 75201
214-303-5300

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