

UNOFFICIAL COPY**MORTGAGE AFFIRMATION & MODIFICATION AGREEMENT**

THIS MORTGAGE AFFIRMATION & MODIFICATION AGREEMENT (this "Agreement") dated as of September 24, 1999, is executed by and between **DARLING INTERNATIONAL INC.**, a Delaware corporation ("Darling"), and **BANKBOSTON, N.A.**, a national banking association, in its capacity as Agent for the benefit of itself and the other Secured Parties ("Beneficiary").



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RECITALS

A. Darling Restaurant Services Inc., a Delaware corporation ("Initial Mortgagor"), heretofore executed and delivered to Beneficiary that certain Commercial Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated effective as of January 22, 1999 and filed of record in Cook County, Illinois as Instrument No. 99279609, as amended by that certain First Amendment to Commercial Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of May 13, 1999 and filed of record in Cook County, Illinois as Instrument No. 99521875 (as amended, the "Mortgage"), securing certain guaranty obligations of Initial Mortgagor to Beneficiary. The Mortgage covers certain real property located in the City of Blue Island, County of Cook, State of Illinois (the "Property"), which is described on Exhibit "A" attached hereto and made a part hereof for all purposes.

B. Initial Mortgagor has dissolved pursuant to that certain Certificate of Dissolution of Darling Restaurant Services Inc. filed in the office of the Secretary of State of the State of Delaware on July 22, 1999 at 9a.m.

C. Darling has subsequently acquired title to the Property, subject to the Mortgage, from Initial Mortgagor pursuant to that certain Deed dated as of September 24, 1999 and filed of record in Cook County, Illinois as Instrument No. 99929771.

D. Darling and Beneficiary desire to affirm the Mortgage and acknowledge that the Mortgage will henceforth secure the Secured Indebtedness, as the definition of the same is hereinafter amended.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Darling and Beneficiary hereby agree as follows:

1. Mortgage is hereby affirmed by Darling, and Darling hereby confirms the continuing effectiveness of the Mortgage and the liens created thereby and acknowledges that the Mortgage, pursuant to the amendments to the Mortgage set forth below, secures Darling's obligations and indebtedness arising in connection with that certain Amended and Restated Credit Agreement dated as of January 22, 1999, executed by and between Darling and Beneficiary (as such Amended and Restated Credit Agreement may be heretofore or hereafter amended, the

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"Credit Agreement"). The parties hereby further agree that the Mortgage previously secured the obligations of Initial Mortgagor under that certain Guaranty (as defined in the Credit Agreement) relating to the obligations and indebtedness of Darling under the Credit Agreement, and that as modified by this Agreement, the Mortgage will hereinafter secure directly the obligations of Darling under the Credit Agreement. All capitalized terms used herein shall have the meaning of such terms set forth in the Credit Agreement, unless otherwise set forth herein.

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 Obligations under 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 International Inc., a corporation organized under the laws of the State of Delaware, with an office located at 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. Notes, Loan Documents and Other Obligations. This Mortgage is made to secure and enforce the payment and performance of the following promissory notes, obligations, indebtedness, and liabilities (whether for principal, interest, prepayment premiums, fees, costs, expenses, taxes, losses, compensation, reimbursements, or any other amount payable under the agreements described below) and all renewals, extensions, supplements, increases, and modifications thereof in whole or in part from time to time: (a) all Obligations of Mortgagor to the Secured Parties, including, without limitation, under the Notes or any other Loan Document; (b) all other Obligations now or hereafter owed by Mortgagor to the Secured Parties, it being contemplated that Mortgagor may hereafter become indebted to the Secured Parties under the Credit Agreement or any other Loan Document; provided, however, and notwithstanding the foregoing provisions of this clause (b), 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 clause (b) 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."

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5. Beneficiary hereby agrees and acknowledges that (i) the "Guaranteed Indebtedness" as defined in the Guaranty and all other obligations of Initial Mortgagor under the Guaranty are hereby extinguished, and (ii) the dissolution of the Initial Mortgagor does not constitute a breach of or a default under said Guaranty or under the Credit Agreement.

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

[Signature page follows]

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EXECUTED and DELIVERED as of the date first above written.

The address and federal tax identification number of Mortgagor are:

Darling International 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 ID No. 36-2495346

DARLING:

DARLING INTERNATIONAL INC.,
a Delaware corporation

By: *Brad Phillips*
Name: Brad Phillips
Title: Treasurer

Date: September 24, 1999

Attest:

Joseph R. Weaver
By: Joseph R. Weaver
Its: {Asst.} Secretary

The address of Beneficiary 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

BENEFICIARY:

BANKBOSTON, N.A.,
a national banking association

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

59.00
Cook County Recorder
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Return to: Chicago Title
2001 Bryan St. #1700
Dallas, TX 75201
Attn: Gwen Moon.

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STATE OF TEXAS §
 §
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 the Treasurer of Darling International Inc., a Delaware corporation, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24th day of September, 1999.

(SEAL)



Patricia Mackenzie
Notary Public in and for the State of Texas

Notary Public Printed or Typed Name
My Commission Expires: _____

THE STATE OF Massachusetts
COUNTY OF Suffolk

§
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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 Vice President 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 29 day of September, 1999.

(STAMP)

Peter Haley
Notary Public in and for the State of Massachusetts

Cary T. Macaulley
Notary Public Printed or Typed Name
My Commission Expires: 11/15/02

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EXHIBIT "A"

Legal Description

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 461 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 9042

3000-3100 W. Wireton Rd
Blue Island, IL

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