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Cook County Recorder of Deeds
Date: 07/08/2005 10:42 AM Pg: 1 of 13

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

THIS ASSIGNMENT AND ASSUMPTION AND SECOND AMENDMENT OF MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment"), dated as of June 16, 2005 (the "Effective Date"), is by and among LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("LaSalle"), as collateral agent for the Lenders and the Noteholders referred to below, and each of their respective successors and assigns (LaSalle, in such capacity as collateral agent, is hereinafter referred to as "Collateral Agent"), JPMORGAN CHASE BANK, N.A., as successor in interest to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Old Collateral Agent"), and SUPERIOR CARRIERS, INC., a Virginia corporation, (the "Mortgagor").

RECITALS:

WHEREAS, pursuant to that certain Second Amended and Restated Loan Agreement, dated as of June 13, 2002 (as the same has been modified through the date hereof, the "Prior Loan Agreement"), among Mortgagor, Superior Bulk Logistics, Inc., a Delaware corporation, f/k/a, Superior Carriers, Incorporated, a Delaware corporation ("Parent"), Central Transport, Inc., a Delaware corporation subsequently merged with and into Mortgagor ("Central"), and SuperFlo, Inc., a Delaware corporation ("SuperFlo") (Mortgagor, Parent, Central and SuperFlo being referred to herein individually as a "Borrower" and collectively as "Borrowers"), certain financial institutions parties thereto ("Old Lenders"), and American National Bank and Trust Company of Chicago ("ANB"), as agent (in such capacity, "Old Agent"), Old Lenders have made certain loans, advances and other financial accommodations to Borrowers;

WHEREAS, pursuant to the terms of that certain Note Agreement, dated as of May 30, 1997 (as heretofore or hereafter amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement (1997)"), Noteholders have purchased from Mortgagor, certain of Borrowers, D & L Transport, Inc., an Illinois corporation subsequently purchased by Parent and dissolved, and Berkshire Valley Land Corporation, a New Jersey corporation

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("Berkshire") subsequently merged with and into Mortgagor (collectively, the "1997 Issuers"), Mortgagor's and such entities' Amended and Restated 9.35% Senior Secured Notes due May 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Noteholder Notes (1997)") issued by Mortgagor, Borrowers and such entities pursuant to the Note Agreement (1997);

WHEREAS, pursuant to the terms of that certain Note Agreement, dated as of September 2, 1999 (as heretofore or hereafter amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement (1999)"; the Note Agreement (1997) and the Note Agreement (1999) being collectively referred to as the "Note Agreements"), Noteholders have purchased from Parent its Amended and Restated 9.81% Senior Secured Notes due September 2, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Noteholder Notes (1999)"; the Noteholder Notes (1997) and the Noteholder Notes (1999) being collectively referred to as the "Noteholder Notes") issued by Parent pursuant to the Note Agreement (1999);

WHEREAS, Parent has guaranteed the obligations of the 1997 Issuers under the Note Agreement (1997) pursuant to the terms of a Guaranty Agreement, dated as of May 30, 1997, by Parent in favor of Noteholders (the "Note Guaranty (1997)"), SuperFlo has guaranteed the obligations of the 1997 Issuers under the Note Agreement (1997) pursuant to the terms of a Guaranty Agreement, dated as of January 29, 1998, by SuperFlo in favor of Noteholders (the "Note Guaranty (1998)"), and Mortgagor, Central, SuperFlo and Berkshire have guaranteed the obligations of Parent under the Note Agreement (1999) pursuant to the terms of a Subsidiary Guaranty, dated as of September 2, 1999, by Mortgagor, Central, SuperFlo and Berkshire in favor of Noteholders (the "Note Guaranty (1999)"); (the Note Guaranty (1997), the Note Guaranty (1998), the Note Guaranty (1999) being collectively referred to as the "Note Guaranties").

WHEREAS, as security for the obligations and liabilities of Borrowers under the Prior Loan Agreement, the other Old Loan Documents (as defined below), the Note Agreements and the Note Guaranties, among other things, Mortgagor or its predecessor in interest executed and delivered to Old Collateral Agent, that certain Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases, dated as of May 30, 1997, and recorded with the Cook County Recorder's Office as document number 97395710, as amended by that certain Amendment of Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases, dated as of September 2, 1999, and recorded with the Cook County Recorder's Office as document number 99871632 (as amended, the "Mortgage") relating to real property legally described on Exhibit A attached hereto and made a party hereof (the "Mortgaged Property");

WHEREAS, Old Lenders, Old Agent, Noteholders and Old Collateral Agent previously entered into a certain Second Amended and Restated Collateral Agency and Intercreditor Agreement, dated as of June 13, 2002 (the "Prior Collateral Agency Agreement");

WHEREAS, Mortgagor and Borrowers now desire to enter into a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with certain financial

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institutions (the “**Lenders**”) and LaSalle, as administrative agent (the “**Administrative Agent**”) and Collateral Agent, pursuant to which Lenders shall make certain loans, advances and other financial accommodations to Mortgagor and to Borrowers (“**Loans**”), a portion of which shall be used by Borrowers to repay all of the obligations and liabilities of Borrowers to Old Agent and Old Lenders under and pursuant to the Prior Loan Agreement and the other “**Loan Documents**” (as defined in the Prior Loan Agreement, and which collectively with the Old Loan Agreement are referred to herein as the “**Old Loan Documents**”).

WHEREAS, the Lenders, Noteholders and Collateral Agent have entered into the Third Amended and Restated Collateral Agency and Intercreditor Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) dated as of the date hereof under which the Collateral Agent agrees to act as collateral agent for the benefit of the Lenders and the Noteholders.

WHEREAS, it is a condition precedent to Lenders’ and Agent’s agreeing to enter into the Credit Agreement that (i) Noteholders, Borrowers, Old Agent, Old Collateral Agent and Collateral Agent enter into a certain Assignment and Acceptance of Collateral Agency and Release of even date herewith (“**Collateral Agency Assignment**”), pursuant to which, among other things, Old Collateral Agent shall assign all of its right, remedies, liens and security interests as Collateral Agent under the Old Collateral Documents to Collateral Agent, and Borrowers shall release Old Collateral Agent, Collateral Agent, Old Lenders, Agent, Old Agent, Lenders and Noteholders from any liabilities arising under the Prior Loan Agreement, the Old Loan Documents, the Note Agreements, the Noteholder Notes and the Note Guaranties, and (ii) Borrowers execute and deliver new, amended and/or restated collateral and security documents (x) reaffirming the grant of liens and security interest to Collateral Agent pursuant to the Old Collateral Documents, and (y) granting new liens and security interest to Collateral Agent, for the benefit of Collateral Agent, Agent, Lenders and Noteholders, in substantially all of the assets of Borrowers and such other related parties as shall from time to time become liable under Credit Agreement, the Note Agreements or any guaranty of the obligations thereunder (Borrowers, together with such other entities, being “**Loan Parties**” and each a “**Loan Party**”), including, without limitation, the Mortgage.

WHEREAS, Mortgagor, Collateral Agent and Old Collateral Agent wish to amend the Mortgage to reflect such assignment, and to reaffirm and re-grant the Mortgage, as provided herein.

NOW, THEREFORE, in consideration of the premises contained herein and in consideration of One Dollar (\$1.00) in hand paid, the receipt and sufficiency of which are hereby acknowledged, Mortgagor, Collateral Agent and Old Collateral Agent agree as follows:

1. DEFINITIONS

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Mortgage.

2. ASSIGNMENT

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Pursuant to and in connection with the Collateral Agency Assignment, as of the Effective Date, Old Collateral Agent does hereby transfer and assign to Collateral Agent all of its right, title and interest in and to the Mortgage, including, without limitation, all liens, claims, security interests and encumbrances evidenced thereby.

3. ASSUMPTION

As of the Effective Date, Collateral Agent does hereby assume and accept such assignment of the Mortgage and agrees to be bound by, and to keep, observe and perform, the terms, covenants, obligations, liabilities, restrictions, responsibilities and conditions of Old Collateral Agent under the Mortgage, from and after the date hereof.

4. AMENDMENT

As of the Effective Date, the Mortgage is hereby amended as follows:

a. All references in the Mortgage to "ANB" shall be deemed to mean "LaSalle Bank National Association" under and as defined in the Credit Agreement.

b. All references in the Mortgage to "ANB, as agent for Lenders" shall be deemed to mean "LaSalle Bank National Association, as Administrative Agent" under and as defined in the Credit Agreement.

c. All references in the Mortgage to "ANB, as collateral agent for the Lenders and Noteholders" shall be deemed to mean "LaSalle Bank National Association, as collateral agent for the Lenders and Noteholders" under and as defined in the Intercreditor Agreement.

d. All references in the Mortgage to "Collateral" shall be deemed to mean the "Collateral" under and as defined in the Intercreditor Agreement.

e. All references in the Mortgage to "Collateral Agent" shall be deemed to mean "LaSalle Bank National Association in its capacity as collateral agent for, and on behalf of, the Lenders thereunder and the Noteholders under the Note Agreements (as defined in the Credit Agreement), and any successor or permitted assign thereto in such capacity" under and as defined in the Intercreditor Agreement.

f. All references in the Mortgage to "Lender Notes" shall be deemed to mean the "Notes" under and as defined in the Credit Agreement.

g. All references in the Mortgage to "Lenders" shall be deemed to mean the "Lender" or "Lenders" under and as defined in the Credit Agreement.

h. All references in the Mortgage to "Liabilities" shall be deemed to mean the "Liabilities" as defined in the Mortgage (as amended hereby) and the "Obligations" under and as defined in the Credit Agreement.

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i. All references in the Mortgage to the "Loan" or the "Loans" shall be deemed to mean the "Loan" or "Loans" under and as defined in the Credit Agreement.

j. All references in the Mortgage to "Loan Agreement" shall be deemed to mean the Credit Agreement.

k. All references in the Mortgage to "Loan Documents" shall be deemed to mean the "Loan Documents" under and as defined in the Credit Agreement and the "Credit Documents" under and as defined in the Intercreditor Agreement.

l. All references in the Mortgage to "Mortgage" shall be deemed to mean the Mortgage, as amended by this Amendment.

m. All references in the Mortgage to "Mortgagee" shall be deemed to mean "LaSalle Bank National Association, a National Banking Association, in such capacity as collateral agent".

n. All references in the Mortgage to "Security Agreement" shall be deemed to mean that certain Third Amended and Restated Security Agreement, dated as of even date herewith, by the Borrowers in favor of the Collateral Agent, for the benefit of the Noteholders and the Lenders.

5. REAFFIRMATION AND RE-GRANT

a. Mortgagor represents and warrants to Collateral Agent that the Liabilities are the valid and binding obligations of Mortgagor enforceable by Collateral Agent in accordance with their terms and that Mortgagor has no claims or defenses to the enforcement by the Collateral Agent of the Liabilities.

b. Mortgagor hereby ratifies, confirms, reaffirms and approves all collateral, security interests, liens and pledges heretofore granted to the Collateral Agent by Mortgagor in and to the Mortgaged Property, and in order to secure all obligations, liabilities, costs, fees, expenses and other amounts now or hereafter owing under the Note Agreements, the Noteholder Notes, the Note Guaranties, the Credit Agreement and all other "Loan Documents" (as defined in the Credit Agreement), including the Liabilities, does hereby GRANT, REMISE, RELEASE, ALIEN, CONVEY, MORTGAGE AND WARRANT to Collateral Agent, its successors and assigns, a continued security interest in and to, and lien on the Mortgaged Property, as defined in and granted pursuant to the Mortgage. The terms of the Mortgage (as modified hereby) are hereby incorporated herein by this reference hereto as if set forth herein in their entirety. This Amendment shall constitute a mortgage, a fixture filing and an assignment of rents and leases for all purposes.

c. Mortgagor covenants and agrees to execute and deliver to the Collateral Agent, such other documents, instruments and certificates as the Collateral Agent may reasonably request in order to establish and maintain to the satisfaction of the Collateral Agent a valid perfected lien, encumbrance and security interest in the Mortgaged Property, free of all

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other liens, claims and rights of third parties whatsoever except for liens permitted under the Mortgage and the Loan Documents, to secure payment of the Liabilities.

6. CONSENT

Mortgagor hereby acknowledges and consents to the assignment of the Mortgage by Old Collateral Agent to Collateral Agent pursuant to the terms hereof.

7. MISCELLANEOUS

a. **Governing Law.** THIS AMENDMENT IS GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

b. **Successors and Assigns.** This Amendment is binding on the Mortgagor's successors and assigns and shall inure to the benefit of the Collateral Agent's successors and assignees. The Mortgagor agrees that it may not assign this Amendment without the Collateral Agent's prior consent.

c. **Severability Waivers.** If any part of this Amendment is not enforceable, the rest of this Amendment may be enforced.

d. **Notices.** All notices required under this Amendment shall be delivered in accordance with the provisions of the Security Agreement.

e. **Headings.** Article and Section headings are for reference only and will not affect the interpretation or meaning of any provisions of this Amendment.

f. **Counterparts.** This Amendment may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, will be deemed an original but all such counterparts will constitute but one and the same agreement.

g. **Maximum Indebtedness.** Notwithstanding anything to the contrary contained in the Mortgage, the Liabilities shall not exceed an aggregate principal amount, at any one time outstanding, of One Hundred Million and No/100 Dollars (\$100,000,000) plus interest thereon; provided, however, in no event shall Collateral Agent or the Lenders be obligated to advance funds in excess of the Loan amounts.

h. **Subject to Intercreditor Agreement.** This Amendment is subject in all respects to the terms of the Intercreditor Agreement. Any and all actions taken by Collateral Agent shall be subject to and in accordance with the terms of the Intercreditor Agreement.

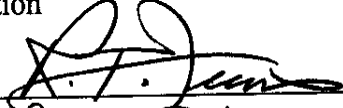
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This Amendment is effective as of the date stated at the top of the first page.

MORTGAGOR:

SUPERIOR CARRIERS, INC., a Virginia corporation

By: 
 Name: RICHARD T. LEWIS
 Title: CHAIRMAN & CHIEF EXECUTIVE OFFICER

COLLATERAL AGENT:

LASALLE BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
 Name: _____
 Title: _____

OLD COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.

By: _____
 Name: _____
 Title: _____

Property of Cook County Clerk's Office

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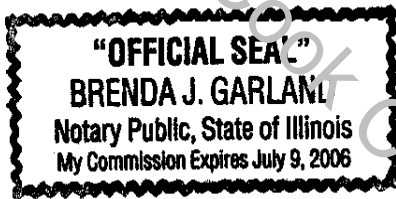
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for, and residing in the said County, in the State aforesaid, **DO HEREBY CERTIFY** that Richard T. Lewis the Chairman & CEO of **SUPERIOR CARRIERS, INC.**, a Virginia corporation, 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 she/he signed, sealed and delivered the said Instrument as her/his free and voluntary act pursuant to power granted by said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16th day of June, 2005.



Notary Public



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This Amendment is effective as of the date stated at the top of the first page.

MORTGAGOR:

SUPERIOR CARRIERS, INC., a Virginia corporation

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

LASALLE BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: Nick T. Weaver
Name: Nick T Weaver
Title: Senior Vice President

OLD COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

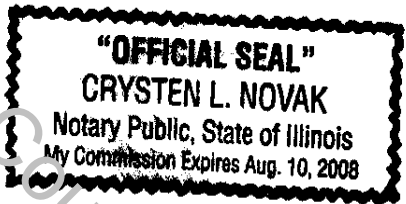
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STATE OF Illinois)
COUNTY OF Cook) SS.

I, the undersigned, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY that Nick T. Weaver, the Senior Vice President of LASALLE BANK NATIONAL ASSOCIATION, as Collateral Agent, 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 she/he signed, sealed and delivered the said Instrument as her/his free and voluntary act pursuant to power granted by said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 14th day of June, 2005.

[Signature]
Notary Public



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This Amendment is effective as of the date stated at the top of the first page.

MORTGAGOR:

SUPERIOR CARRIERS, INC., a Virginia corporation

By: _____
Name: _____
Title: _____


COLLATERAL AGENT:

LASALLE BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: _____
Title: _____

OLD COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Gerard Brosnan
Title: _____

Property of Cook County Clerk's Office

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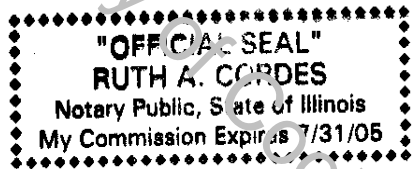
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for, and residing in the said County, in the State aforesaid, **DO HEREBY CERTIFY** that Gerard Brosnan the First Vice President of JPMORGAN CHASE BANK, N.A., 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 she/he signed, sealed and delivered the said Instrument as her/his free and voluntary act pursuant to power granted by said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15th day of June, 2005.

Ruth A Cordes

Notary Public



COOK County Clerk's Office

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EXHIBIT A

Legal Description of Mortgaged Property

Lots 3 and 6 and the South Half of Lots 2 and 5 all in Block 6 and Lot 3 and the South fifty (50) feet of Lot 2 all in Block 7 together with all that part of vacated Leavitt Street, lying between and adjoining the aforesaid lots in Blocks 6 and 7 in ANDERSON'S DIXIE HIGHWAY SUBDIVISION of the South 60.65 acres lying West of Old Vincennes Road of the West Half of the North Half of Section 19, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 29-19-130-003 LOT 3 BLK 7

PERMANENT INDEX NUMBER: 29-19-130-002 LOT 2 BLK 7

PERMANENT INDEX NUMBER: 29-19-129-002 LOT 2 BLK 6

PERMANENT INDEX NUMBER: 29-19-129-003 LOT 3 BLK 6

PERMANENT INDEX NUMBER: 29-19-129-009 LOT 5 BLK 6

PERMANENT INDEX NUMBER: 29-19-129-006 LOT 6 BLK 6

Commonly Street Address: 2105 West 162nd Street
Markham, Illinois