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This Document Prepared By and After Recording Return To:

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Doc#: 1321445046 Fee: \$60.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 08/02/2013 01:01 PM Pg: 1 of 12

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SECOND SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS; AND SECOND SUPPLEMENT TO ASSIGNMENT OF LEASES AND RENTS

This Second Supplement to Mortgage and Security Agreement with Assignment of Rents; and Second Supplement to Assignment of Leases and Rents (this "Supplement") is dated as of July 17, 2013 from Mackin And Company, LLC-1530 Algonquin Road, an Illinois limited liability company, with its maining address at 33978 N US Highway 45, Grayslake, Illinois 60030 (hereinafter referred to as "hortgagor" and/or "Assignor") to BMO HARRIS BANK N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "Mortgagee" and/or "Assignee");

WITNESSETH THAT:

WHEREAS, (i) Mortgagor did heretofore execute and deliver to Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of October 31, 2011, and recorded in the Office of the County Recorder of Cook County, Illincis, on December 14, 2011, as Document No. 1134810081, as supplemented by that certain First Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of February 22, 2913, and recorded in the Office of the County Recorder of Cook County, Illinois, on March 18, 2013. as File No. 1307741000 (collectively, the "Mortgage"), and (ii) Assignor did heretofore execute and deliver to Assignee that certain Assignment of Leases and Rents dated as of October 31, 2011, and recorded in the Office of the County Recorder of Cook County, Illinois, on December 14, 2011, as Document No. 1134810082, as supplemented by that certain First Supplement to Assignment of Leases and Rents dated as of February 22, 2013, and recorded in the Office of the County Recorder of Cook County, Illinois, on March 18, 2013, as File No. 1307741000 (collectively, the "Assignment"), in each case encumbering the property described on Schedule I attached hereto, in order to secure certain indebtedness of Graham C-Stores Co., Mackin Land Company, LLC and certain other borrowers party to the Credit Agreement as hereinafter defined (together, the "Existing Borrowers") now or from time to time owing to Mortgagee; and

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WHEREAS, the Mortgage and the Assignment currently secure, among other things, the indebtedness, obligations and liabilities of the Existing Borrowers pursuant to that certain Amended and Restated Credit Agreement (as may be amended from time to time, including the Amendment as hereinafter defined, the "Credit Agreement") dated as of February 22, 2013, whereby Mortgagee has agreed to, among other things, extend to the Existing Borrowers a term loan in the principal amount of up to \$14,000,000 (the "Existing Term Loan"), and extend a revolving credit facility to the Existing Borrowers from which to make revolving loans and issue standby and commercial letters of credit to the Existing Borrowers in the principal amount of up to \$2,000,000 (the "Revolving Credit") as evidenced by (i) that certain Term Note of the Existing Borrowers dated as of February 22, 2013 and payable to the order of Mortgagee in the principal amount of \$14,000,000, whereby the Existing Borrowers jointly and severally promise to pay said principal sum together with interest thereon at the rates and times specified in the Credit Agreement, with a final maturity of all principal and interest to be paid on February 22, 2016 (the "Existing Term Note") and (ii) that certain Revolving Note of the Existing Borrowers dated as of February 22, 2013 and payable to the order of Mortgagee in the principal amount of \$2,000,000, whereby the Existing Borrowers jointly and severally promise to pay said principal sum together with interest thereon at the rates and times specified in the Credit Agreement, with a final maturity of all principal and interest to be paid on February 22, 2016 (the "Existing Revolving Note"); and

WHEREAS, pursuant to the terms of the Credit Agreement, Mortgagee may from time to time issue standby and commercial letters of credit (the "Letters of Credit") for the account of the Existing Borrowers with expiry dates as referred to in the Credit Agreement in an aggregate face amount which, when combined with the principal amount of loans outstanding under the Revolving Credit from time to time, shall not at any one time exceed \$2,000,000; and

WHEREAS, the Existing Borrowers may from time to time (i) enter into one or more agreements with respect to, among other things, interest rate, foreign currency and/or commodity exchange, swap, cap, collar, floor, forward, option or other similar agreements with Mortgagee or its affiliates, for the purpose of hedging or otherwise protecting against interest rate, foreign currency and/or commodity exposure (such agreements as the same may be amended or modified from time to time being hereinafter referred to as "Hedging Agreements" and the liability of the Existing Borrowers in respect of such Hedging Agreement, being hereinafter referred to as "Hedging Liability") and (ii) enter into one or more agreements with Mortgagee or its affiliates, with respect to each and any of the following bank products and services provided to any Existing Borrower by Mortgagee or its affiliates: (a) credit cards for commercial customers (including, without limitation, "commercial credit cards" and purchasing cards), (b) stored value cards, and (c) treasury management services, including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services (such agreements as the same may be amended or modified from time to time being hereinafter referred to as "Bank Product Agreements" and the liability of the Existing Borrowers in respect of such Bank Product Agreements being hereinafter referred to as "Bank Product Obligations"); and

WHEREAS, the Existing Borrowers, certain other additional borrowers (such other additional borrowers, together with the Existing Borrowers, the "Borrowers"), and Mortgagee

have entered into that certain First Amendment to Amended and Restated Credit Agreement dated as of July 17, 2013 (the "Amendment"), pursuant to which, among other things: (i) such additional borrowers were added as Borrowers under the Credit Agreement, (ii) Mortgagee extended to the Borrowers a term loan in the principal amount of up to \$22,117,013 in substitution of and replacement for the Existing Term Loan (the "Term Loan"), and (iii) Mortgagee extended the termination date of the Revolving Credit;

WHEREAS, the Borrowers are justly and truly indebted to Mortgagee in the aggregate principal sum of \$24,117,013 as evidenced by (i) that certain Term Note of the Borrowers dated as of July 17, 2013 and payable to the order of Mortgagee in the principal amount of \$22,117,013, whereby the Borrowers jointly and severally promise to pay said principal sum together with interest thereon at the rates and the times specified in the Credit Agreement, with a final maturity of all principal and interest to be paid on July 17, 2018 (such promissory note, issued in substitution of and replacement for the Existing Term Note, and any and all notes issued in renewal hereof or in substitution or replacement therefor being hereinafter referred to as the "Term Note") and (ii) that certain Revolving Note of the Borrowers dated as of July 17, 2013 and payable to the order of Mortgagee in the principal amount of \$2,000,000, whereby the Borrowers jointly and severally promise to pay said principal sum together with interest thereon at the rates and times specified in the Credit Agreement, with a final maturity of all principal and interest to be paid on July 17, 2018 (such promissory note, issued in substitution of and replacement for the Existing Revolvirg Note, and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "Revolving Note" and together with the Term Note, collectively referred to herein as the "Notes"); and

WHEREAS, as a condition precedent to the execution and delivery by Mortgagee of the Amendment, increasing the amount of the Term Loan, extending the maturity date of the Term Loan, extending the termination date of the Revolving Credit, and making certain other financial accommodations to the Borrowers (collectively, the "Supplement Consideration"), Mortgagee requires Mortgagor and Assignor, and to accommodate that requirement Mortgagor and Assignor desire by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of Mortgagor and Assignor, respectively including the Leases (as defined in the Assignment) which are currently subject to the lien of the Mortgage and the Assignment be and constitute security for the Term Loan, the Revolving Credit, the Hedging Liability of each Borrower (as defined herein), and the Bank Product Collegations of each Borrower (as defined herein) which are evidenced or issued pursuant to the Term Note, the Revolving Note, the Hedging Agreements, and the Bank Product Agreements, respectively; and

WHEREAS, the Mortgage and the Assignment shall continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

Now, Therefore, for and in consideration of the Supplement Consideration and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage and the Assignment are hereby supplemented as follows, to wit:

To secure (i) the payment of the principal and premium, if any, of and interest on the Notes (as defined in this Supplement) as and when the same become due and payable (whether by lapse of time, acceleration or otherwise) and all advances now or hereafter made thereon, (ii) the payment of all sums due or owing with respect to Hedging Liability of each Borrower including the additional borrowers party to the Credit Agreement pursuant to the Amendment and Bank Product Obligations of each Borrower including the additional borrowers party to the Credit Agreement pursuant to the Amendment, (iii) the payment and performance of all obligations arising under any applications executed by the Borrowers in connection with any of the Letters of Credit, including the obligation of the Borrowers to reimburse Mortgagee for my draws under the Letters of Credit, (iv) the payment of all other indebtedness, obligations and liabilities which the Mortgage and the Assignment each secures pursuant to any of its terms, and (v) the performance and observance of the covenants and agreements contained in the Mortgage (as supplemented and amended hereby) the Assignment (as supplemented and amended hereby), the Credit Agreement, the Notes, the Hedging Agreements, the Barik Product Obligations and any other instrument or document securing any of the foregoing or setting forth terms and condition; applicable thereto (all of such indebtedness, obligations, agreements and liabilities described in clauses (i), (ii), (iii), (iv) and (v) above being hereinafter collectively referred to as the "indebtearess hereby secured"): (a) Mortgagor does hereby grant, bargain sell, convey, mortgage, warrant, assign, and pledge unto Mortgag(e, its successors and assigns (for the benefit of itself and as representative for the benefit of its affiliates), and grant to Mortgagee, its successors and assigns (for the benefit of itself and as representative for the benefit of its affiliates), a continuing security interest in, all and singular the properties, rights, interests and privileges owned by Mortgagor described in Granting Clauses I, II, III, IV, V, VI, and VII of the Mortgage, and (b) Assignor does hereby grant, convey, transfer, assign and set over unto Assignee, its successors and assigns (for the benefit of itself and as representative for the benefit of its affiliates), all right, title and interest of Assignor in, under or pursuant to any and all present or future Leases (as such term is defined in the Assignment), each and all of such granting clauses being hereby incorporated by reference herein with the same force and effect as though set forth herein in their entirety. The foregoing grant of a lien is in addition to and supplemental of and not in substitution for the grant of the lien created and provided for by the Mortgage and the Assignment, respectively, and nothing herein contained shall affect or impair the lien or

priority of the Mortgage and the Assignment as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

As and for the Supplement Consideration, and to accept this Supplement, Mortgagor and Assignor hereby further covenant and agree with, and represent and warrant to, Mortgagee as follows:

- 1. Section 28 of the Mortgage shall be amended and restated in its entirety to read as follows:
 - 28. Revolving Credit Loans. This Mortgage is given to secure, among other things revolving credit loans and shall secure not only presently existing indebtedness under the Credit Agreement but also future advances, whether such advances are obligatory on to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness hereby secured outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness hereby secured, including future advances, from the time of its 'iling for record in the recorder's or registrar's office in the county in which the Mortgaged remises are located. The total amount of indebtedness hereby secured may increase or decrease from time to time, but the total unpaid balance of indebtedness hereby secured (including disbursements which Mortgagee may make under this Mortgage, the Credit Agreement of any other documents related thereto) at any one time outstanding shall not exceed a maximum principal amount of Forty-Eight Million Two Hundred Thirty-Four Thousand Twenty-Six Dollars (\$48,234,026) plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Premises and interest or such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Premises, to the extent of the maximum amount sec ared hereby.
- 2. Mortgagor and Assignor hereby represent and warrant to Mortgagoe that as of the date hereof each of the representations and warranties set forth in the Mortgage and the Assignment, respectively, as supplemented hereby are true and correct in all material respects and that no Event of Default (as such term is defined in the Mortgage), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Supplement. Mortgagor and Assignor hereby repeat and reaffirm all covenants and agreements contained in the Mortgage and the Assignment, respectively, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage and the Assignment as supplemented hereby. Each of Mortgagor and Assignor repeat and reaffirm its covenant that all the indebtedness secured by the Mortgage and the Assignment, respectively, as supplemented hereby will be promptly paid as and when the same becomes due and payable.

- All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage and the Assignment. All references herein to the terms "Mortgagor" and "Mortgagee" shall, with respect to the Assignment, mean Assignor and Assignee, respectively, as such terms are defined in the Assignment. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage and the Assignment as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage or the Assignment as supplemented hereby shall have the same meanings in the Mortgage and the Assignment as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage and the Assignment to the term "indebtedness hereby secured" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage and the Assignment as supplemented hereby; all references in the Mortgage and the Assignment to the term "Credit Agreement" shall be deemed references to the term Credit Agreement as defined herein, as the same may from time to time hereafter be amended, modified or restated; and all references in the Mortgage and the Assignment to the terms "Borrower" and "Borrowers" shall be deemed references to the term "Borrower" and "Borrowers", respectively, as defined herein; and all references in the Mortgage to the terms "Note" and "Notes" shall be deemed references to the terms "Note" and "Notes' respectively as defined herein and any and all notes issued in extension or renewal thereof or ir, substitution or replacement therefore.
- 4. All of the provisions, stirulations, powers and covenants contained in the Mortgage and the Assignment shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage and the Assignment as supplemented hereby.
- Mortgagor and Assignor acknowledge and agree that the Mortgage and the Assignment, respectively, as supplemented hereby are and shall remain in full force and effect, and that the Mortgaged Premises and the Leases are and shall remain subject to the lien and security interest granted and provided for by the Mortgage and the Assignment, respectively, for the benefit and security of all the indebtedness hereby secured, including without limitation, the Term Loan made by Mortgagee to the Borrowers under the Credit Agreement as amended by the Amendment which is evidenced by the Term Note, the Revolving Creat in the form or loans and letters of credit made by Mortgagee to the Borrowers under the Credit Agreement as amended by the Amendment which is evidenced by the Revolving Note, the Hedging Liability of each Borrower (including the additional borrowers party to the Credit Agreement pursuant to the Amendment) pursuant to the Hedging Agreements (including the additional borrowers party to the Credit Agreement pursuant to the Amendment) and the Bank Product Obligations pursuant to the Bank Product Agreements. Without limiting the foregoing, Mortgagor and Assignor hereby agree that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage and the Assignment, (ii) all obligations of Mortgagor and Assignor thereunder, and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgement and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor

and Assignor to Mortgagee, which exist under the Mortgage and the Assignment as supplemented hereby.

- 6. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.
- 7. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage or the Assignment, any reference to the Mortgage or the Assignment in any of such to be deemed to be a reference to the Mortgage or the Assignment as the case may be, as supplemented hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.
- 8. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of Mortgagor, or by or on behalf of Assignor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage and the Assignment as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

[SIGNATURE PAGE TO FOLLOW]

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In WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.

MACKIN LAND COMPANY, LLC-1530

ALGONQUIN ROAD

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UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.

MACKIN LAND COMPANY, LLC-1530 ALGONQUIN ROAD ... Name John O. Graham Title Member agreed to Cook County Clark's Office Accepted and agreed to.

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ACKNOWLEDGMENT

STATE OF ILLINOIS)) SS	
COUNTY OF LAKE)	
personally appeared Jo Land Company, LLC-1 such officer, being aut therein contained by sig	hn O. Graham who a 530 Algonquin Road, thorized to do so, expring the name of said	ore me, a Notary Public, the undersigned officer acknowledged himself to be a Member of Mackin an Illinois limited liability company, and that he, a secuted the foregoing instrument for the purpose company by himself as such officer. my hand and official seal.
		Mark J. Hamith
My Commission Expir	es: 8 4 150/	Notary Public
"OFFICI MARK T. Notary Public	AL SEAL" HAMILTON State of Illinois Expires 08/04/15	C/O
		County Clark's Office

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ACKNOWLEDGMENT

STATE OF ILLINOIS)	
)	SS
COUNTY OF COOK)	

On this day of July, 2013, before me, a Notary Public, the undersigned officer, personally appeared Kimberly Yates, who acknowledged herself to be the Senior Vice President of BMO Han is Bank N.A., a national banking association, and that she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said association by herself as such officer.

IN WITNESS WARREOF I hereunto set my hand and official seal.

OFFICIAL SEAL LILLIE M BERGEP Notary Public - State of Illingia My Commission Expires Oct 24, 2015

Notary Public

My Commission Expires:

24,2015 County Clarks Office

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SCHEDULE I

LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN THE RESUBDIVISION OF LOT 34 IN CHANTECLAIRE SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1983, AS DOCUMENT NUMBER 26759365 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 35 OF CHANTECLY: RE SUBDIVISION, THENCE NORTHERLY 69 DEGREES 36 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 35, A DISTANCE OF 155.16 FEET; THENCE NORTH 20 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF LOT 34 A DISTANCE OF 49.11 FEET; THENCE SOUTH 69 DEGREES 36 MINUTES 00 SECONDS EAST AND PARALLEL WITH THE NORTH LINE OF LOT 34 A DISTANCE OF 155.16 FEET; THENCE SOUTHERLY (1) DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 49.11 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 201.83 FEET TO THE NORTHEAST COPNER OF SAID LOT 35; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS FAST ALONG THE EXTENSION OF THE EAST LINE OF SAID LOT 35 (EAST LINE OF ABOVE DESCRIBED EXCEPTION) 46.97 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SCUTH 69 DEGREES 41 MINUTES 42 SECONDS EAST ALONG SAID NORTH LINE 120.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 1 DEGREE 26 MINUTES 35 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2, 257.03 FEET TO THE SOUTHEAST COPIVER OF SAID LOT 2; THENCE ALONG A CURVE TO THE LEFT 130.00 FEET, SAID CURVE HAVING A RADIUS OF 2914.79 FEET AND A CHORD THAT BEARS NORTH 67 DEGREES 18 MINUTES 57 SECONDS WEST, 129.99 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A 24 FOOT EASEMENT FOR INGRESS AND EGRESS FOR LOTS 1 AND 2, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2 AND BEING ON THE WEST RIGHT OF WAY LINE OF NEW WILKE ROAD; THENCE SOUTH 69 DEGREES, 41 MINUTES, 42 SECONDS EAST ALONG THE NORTH LINE OF LOT 2, 276.14 FEET TO THE NORTHEAST CORNER OF LOT 2; THENCE SOUTH (DEGREE, 26 MINUTES, 35 SECONDS EAST ALONG THE EAST LINE OF LOT 2, 25.84 FEET, THENCE NORTH 69 DEGREES, 41 MINUTES, 42 SECONDS WEST PARALLEL TO THE NORTH LINE OF LOT 2, 276.83 FEET TO THE SAID EAST RIGHT OF WAY OF SAID NEW WILKE ROAD; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 25.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Tax Parcel Identification No.: 08-08-401-064-0000

Street Address: 1530 Algonquin Road, Arlington Heights, IL