



Doc#: 1507115008 Fee: \$60.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/12/2015 09:25 AM Pg: 1 of 12

**FIFTH THIRD BANK
AMENDMENT TO MORTGAGE, SECURITY
AGREEMENT, ASSIGNMENT OF RENTS
AND LEASES AND FIXTURE FILING**

THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING, dated as of February 10, 2015 (this "Amendment"), is by and between SSN Group LLC, an Illinois limited liability company (the "Mortgagor"), and Fifth Third Bank, an Ohio banking corporation, and successor by merger to Fifth Third Bank (Chicago) (the "Mortgagee").

INTRODUCTION

A. The Mortgagor has made in favor of the Mortgagee that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of December 29, 2005, pursuant to which the Mortgagee was granted a mortgage lien upon certain real property of the Mortgagor located in the County of Cook, State of Illinois, more specifically described in Exhibit A hereto, and which was recorded with the Cook County, Illinois Recorder of Deeds on February 14, 2006 as Document No. 0604532097, as amended or modified from time to time (the "Mortgage").

B. The Mortgage presently secures, without limitation, (i) that certain Sixteenth Amended and Restated Revolving Note dated February 3, 2014 in the original principal amount of \$15,500,000 made by Chicago American Manufacturing, LLC, an Illinois limited liability company ("CAM") in favor of the Mortgagee (as amended or modified from time to time, including any promissory note or notes issued in replacement thereof, the "CAM Note"), which was issued pursuant to that certain Loan and Security Agreement dated as of December 29, 2005 between CAM and the Mortgagee (as amended or modified from time to time, including any

Prepared by and after
Recording return to:
Daniel F. Gosch
Dickinson Wright PLLC
500 Woodward Ave., Suite 4000
Detroit, Michigan 48226

Property Common Address:
4500 West 47th Street
Chicago, Illinois 60632

PIN(s): 19-03-400-019
19-03-400-033
19-03-400-193
19-03-400-201

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agreement entered into in replacement thereof, the "CAM Loan Agreement"), (ii) that certain Guaranty dated as of January 25, 2013 made by the Mortgagor with respect to the obligations of CAM to the Mortgagee (as amended or modified, including any agreement entered into in replacement thereof, the "SSN CAM Guaranty"), and (iii) any and all other present and future debts, loans, liabilities and obligations of each of the Mortgagor and CAM to the Mortgagee.

C. The Mortgagee and Blackhawk Steel Corp., an Illinois corporation ("Blackhawk"), Dockside Steel Processing, LLC, an Illinois limited liability company ("Dockside"), the Mortgagor and CAM (Blackhawk, Dockside, the Mortgagor and CAM hereinafter, collectively, the "Borrowers" and, individually, a "Borrower") have entered into that certain Forbearance Agreement dated as of January 21, 2015 (as amended or modified from time to time, including any agreement entered into in replacement thereof, the "Forbearance Agreement").

D. Blackhawk is indebted to the Mortgagee under, without limitation, the terms of that certain Loan and Security Agreement dated as of October 29, 2002 between Blackhawk and the Mortgagee (as amended or modified from time to time, including any agreement entered into in replacement thereof, the "Blackhawk Loan Agreement"), as evidenced by, without limitation, (i) that certain Revolving Loan Note dated as of August 4, 2008 in the principal amount of \$2,750,000 made by Blackhawk in favor of the Mortgagee (as amended or modified from time to time, including any promissory note or notes issued in replacement thereof, the "Blackhawk Revolving Note") and (ii) that certain Second Equipment Loan Note dated August 5, 2012 in the original principal amount of \$1,000,000 made by Blackhawk in favor of the Mortgagee (as amended or modified from time to time, including any promissory note or notes issued in replacement thereof, the "Blackhawk Term Note").

E. Dockside is indebted to the Mortgagee under, without limitation, the terms of that certain Loan and Security Agreement dated as of October 29, 2002 between Dockside and the Mortgagee (as amended or modified from time to time, including any agreement entered into in replacement thereof, the "Dockside Loan Agreement"), as evidenced by, without limitation, (i) that certain Thirteenth Amended and Restated Revolving Loan Note dated as of November 5, 2014 in the original principal amount of \$1,000,000 made by Dockside in favor of the Mortgagee (as amended or modified from time to time, including any promissory note or notes issued in replacement thereof, the "Dockside Revolving Note") and (ii) that certain Term Loan B Note dated as of September 20, 2010 in the original principal amount of \$1,750,000 made by Dockside in favor of the Mortgagee (as amended or modified from time to time, including any promissory note or notes issued in replacement thereof, the "Dockside Term Note").

F. Blackhawk has guaranteed the indebtedness and other obligations of CAM to the Mortgagee pursuant to that certain Unconditional Guaranty dated as of December 29, 2005 made by Blackhawk in favor of the Mortgagee (as amended or modified from time to time, including any agreement entered into in replacement thereof, the "Blackhawk CAM Guaranty"), Blackhawk has guaranteed the indebtedness and other obligations of Dockside to the Mortgagee pursuant to that certain Unconditional Guaranty dated as of October 29, 2002 made by Blackhawk in favor of the Mortgagee (as amended or modified from time to time, including any agreement entered into in replacement thereof, the "Blackhawk Dockside Guaranty"), and

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Blackhawk has guaranteed the indebtedness and other obligations of the Mortgagor to the Mortgagee pursuant to that certain Unconditional Guaranty dated as of October 29, 2005 made by Blackhawk in favor of the Mortgagee (as amended or modified from time to time, including any agreement entered into in replacement thereof, the "Blackhawk SSN Guaranty").

G. CAM has guaranteed the indebtedness and other obligations of the Mortgagor to the Mortgagee pursuant to that certain Guaranty dated as of December 10, 2010 made by CAM in favor of the Mortgagee (as amended or modified from time to time, including any agreement entered into in replacement thereof, the "CAM SSN Guaranty"), and CAM has guaranteed the indebtedness and other obligations of Blackhawk to the Mortgagee pursuant to that certain Guaranty dated November 5, 2014 made by CAM in favor of the Mortgagee (as amended or modified from time to time, including any agreement entered into in replacement thereof, the "CAM Blackhawk Guaranty").

H. In connection with the Forbearance Agreement, (i) CAM has guaranteed the indebtedness and obligations of Dockside to the Mortgagee pursuant to that certain Continuing Guaranty dated as of January 21, 2015 made by CAM in favor of the Mortgagee (as amended or modified from time to time, including any agreement entered into in replacement thereof, the "CAM Dockside Guaranty"), (ii) Dockside has guaranteed the indebtedness and obligations of Blackhawk, CAM and the Mortgagor to the Mortgagee pursuant to that certain Continuing Guaranty dated as of January 21, 2015 made by Dockside in favor of the Mortgagee (as amended or modified from time to time, including any agreement entered into in replacement thereof, the "Dockside Blackhawk/CAM/SSN Guaranty"), and (iii) the Mortgagor has guaranteed the indebtedness and obligations of Blackhawk and Dockside to the Mortgagee pursuant to that certain Continuing Guaranty dated as of January 21, 2015 made by the Mortgagor in favor of the Mortgagee (as amended or modified from time to time, including any agreement entered into in replacement thereof, the "SSN Blackhawk/Dockside Guaranty").

I. Further in connection with the Forbearance Agreement, the Mortgagor and the Mortgagee now desire to enter into this Amendment.

TERMS

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which hereby is acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. In this Amendment, (i) the CAM Note, the Blackhawk Revolving Note, the Blackhawk Term Note, the Dockside Revolving Note and the Dockside Term Note are referred to, collectively, as the "Notes" and, individually, as a "Note", (ii) the CAM Loan Agreement, the Blackhawk Loan Agreement and the Dockside Loan Agreement are referred to, collectively, as the "Loan Agreements" and, individually, as a "Loan Agreement", (iii) the SSN CAM Guaranty, the Blackhawk CAM Guaranty, the Blackhawk Dockside Guaranty, the Blackhawk SSN Guaranty, the CAM SSN Guaranty, the CAM Blackhawk Guaranty, the CAM Dockside Guaranty, the Dockside Blackhawk/CAM/SSN Guaranty and the SSN Blackhawk/Dockside Guaranty are referred to, collectively, as the "Guaranties" and, individually, as a "Guaranty", and

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(iv) the Notes, the Loan Agreements, the Guaranties and all other Loan Documents (as such term is defined in the Forbearance Agreement) are referred to, collectively, as the "Loan Documents" and, individually, as a "Loan Document".

2. The Mortgagor and the Mortgagee agree and confirm that the indebtedness, obligations and liabilities secured by the Mortgage include, without limitation, and the Mortgage hereby is modified and amended to the extent necessary to indicate that the indebtedness, obligations and liabilities secured thereby include, without limitation, the following:

(a) any and all existing and future loans, indebtedness, obligations and liabilities of every kind, nature and character, direct or indirect, absolute or contingent (including all renewals, extensions and modifications thereof) of the Mortgagor and the other Borrowers, and any of them, under the Loan Documents and all renewals, replacements, extensions, amendments, increases and modifications of the Loan Documents;

(b) all Liabilities (as such term is defined in each Loan Agreement, respectively);

(c) all obligations and liabilities of the Borrowers, and any of them, to the Mortgagee under the Forbearance Agreement;

(d) the performance of the covenants contained in the Mortgage and any monies expended by the Mortgagee in connection with performance or enforcement by the Mortgagee of such covenants on behalf of the Mortgagor;

(e) any and all other Indebtedness (as such term is defined in the Mortgage); and

(f) any and all other indebtedness, obligations and liabilities of any kind of the Mortgagor and the other Borrowers, and any of them, to the Mortgagee, now or hereafter existing, direct or indirect, absolute or contingent, joint and/or several, secured or unsecured, arising by operation law or otherwise, and whether incurred as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation, any "Indebtedness" as defined in the Forbearance Agreement.

All of the aforesaid indebtedness, obligations and liabilities of the Mortgagor set forth in paragraphs (a) – (f) above shall be referred to in this Amendment and the Mortgage as the "Indebtedness", and the Mortgage, as amended by this Amendment and as further amended or modified from time to time, the Loan Documents and all other agreements, instruments and other documents evidencing or securing the Indebtedness or any part thereof, or pursuant to which the Indebtedness or any part thereof was or is issued or created, shall be included in the term "Loan Documents" without limiting the scope thereof, as such term is used in the Mortgage.

3. Each of the Notes matured, or is scheduled to mature, and presently bears interest (subject to the terms and conditions of the Loan Documents, including without limitation any imposition of a default rate of interest), in accordance with the following:

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<u>Note</u>	<u>Scheduled Maturity</u>	<u>Interest Rate</u>
CAM Note	February 5, 2015	A per annum floating rate equal to LIBOR (as defined) in effect from time to time plus 4.5% per annum
Blackhawk Revolving Note	February 3, 2015	A per annum floating equal to the thirty (30)-day LIBOR Rate in effect from time to time plus 3.00% per annum
Blackhawk Term Note	November 5, 2015	A per annum floating equal to the thirty (30)-day LIBOR Rate in effect from time to time plus 3.00% per annum
Dockside Revolving Note	January 23, 2015	A per annum floating rate equal to the LIBOR Index Rate (as defined) from time to time in effect plus 3.00% per annum
Dockside Term Note	October 5, 2015	A per annum floating rate equal to the LIBOR Index Rate (as defined) from time to time in effect plus 3.00% per annum

The information in the table above is set forth for notice purposes only and shall not be deemed to amend or modify any of the terms of the Loan Documents.

4. In Section 16 of the Mortgage, in each place where the words "Mortgagor, CAM or Guarantor" or "Mortgagor, CAM and/or Guarantor" appear, such words shall be deemed to mean and refer to the Mortgagor and all the other Borrowers and any one or more of them, and the Mortgage hereby is modified and amended to the extent necessary to so indicate.

5. In Section 26 of the Mortgage, the "With a copy to:" address relating to notices, etc. to the Lender is amended and restated as follows:

Dickinson Wright PLLC
200 Ottawa Ave., N.W.
Suite 1000
Grand Rapids, Michigan 49503
Attention: Daniel F. Gosch

6. Section 38(j) of the Mortgage is amended and restated as follows:

(j) Maximum Indebtedness. Notwithstanding anything contained herein to the contrary, in no event shall the Indebtedness exceed an amount equal to

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\$20,000,000; provided, however, in no event shall Lender be obligated to advance funds except in accordance with the terms of the Loan Documents.

7. Any and all references in the Mortgage to the term "this Mortgage", "Mortgage", "Agreement", "hereunder", "hereof" or "hereto" shall mean and refer to the Mortgage, as amended by this Amendment and as further amended or modified from time to time.

8. Except as modified hereby, the Mortgage is unchanged and remains in full force and effect.

9. This Amendment may be executed upon any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

10. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

[The remainder of this page intentionally left blank. Signatures appear on next page.]


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IN WITNESS WHEREOF, the Mortgagee and the Mortgagor have caused this Amendment to be executed on or as of the day and year first above written.

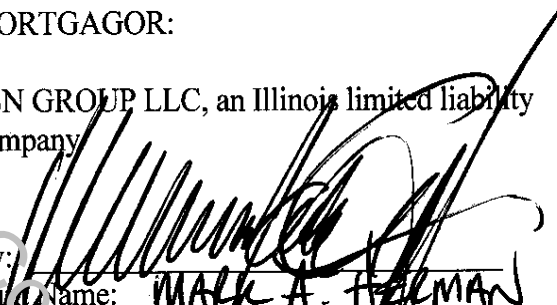
MORTGAGEE:

FIFTH THIRD BANK, an Ohio banking corporation

By: 
Print Name: MICHAEL B. BARKEY
Title: VICE PRESIDENT

MORTGAGOR:

SSN GROUP LLC, an Illinois limited liability company

By: 
Print Name: MARK A. FELDMAN
Title: MANAGER

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STATE OF MICHIGAN)
)
 COUNTY OF KENT)

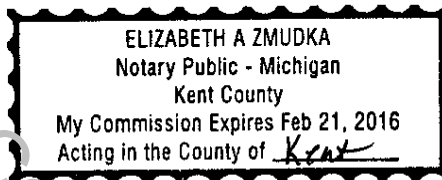
SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Barkley, the Vice President of Fifth Third Bank, an Ohio banking corporation, in whose name the above and foregoing instrument was executed, appeared before me this day in person and acknowledged before me that he signed and delivered the said instrument on behalf of Fifth Third Bank as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 25th day of February, 2015.

Notary Public

Elizabeth A. Zmudka



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STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark A Herman, the Manages of SSN Group LLC, an Illinois limited liability company, in whose name the above and foregoing instrument was executed, appeared before me this day in person and acknowledged before me that he signed and delivered the said instrument on behalf of SSN Group LLC as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 23rd day of February, 2015.

Notary Public

Tara Muldrow



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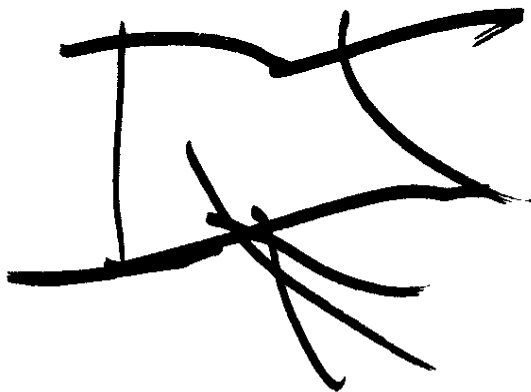
EXHIBIT A

Legal Description

[See attached]

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DETROIT 21198-250 1338564v4



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EXHIBIT A LEGAL DESCRIPTION

Land situated in the County of Cook, State of Illinois, is described as follows:

Parcel I:

That part of Lot "B", in the Circuit Court Partition of the South half and that part of the Northwest quarter, lying South of the Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, according to the plat recorded in Book 67 of Plats, page 44 on April 29, 1897 as document no. 2530529, bounded and described as follows: Beginning at the intersection of the North line of West 47th Street (said North line being 33 feet North from and parallel with the South line of said Section 3), with the West line of South Kolin Avenue (a private street), said West line being 236.93 feet East from and parallel with the North and South centerline of said Section 3; thence North along the West line of Kolin Avenue to its intersection with a line 358.55 feet North from and parallel with said South line of Section 3; thence West along the last described parallel line to a point of curve, which is 550.41 feet West of said North and South centerline of Section 3; thence Northwesterly along a curved line convex to the Southwest having a radius of 312.93 feet and being tangent to the last described line at said point of curve, an arc distance of 104.61 feet to a point of compound curve; thence continuing Northwesterly along a curved line convex to the Southwest having a radius of 883.18 feet and having common tangent line with the last described curved line at said point of compound curve, an arc distance of 77.03 feet to a point of compound curve; thence continuing Northwesterly along a curved line convex to the Southwest and a radius of 311.12 feet and having a common tangent with the last described curved line at said point of compound curve, an arc distance of 266.65 feet, more or less, to its intersection with the Westerly boundary line at this point to the parcel of land conveyed by the Chicago River and Indiana Railroad Company to the First National Bank of Chicago by deed dated March 6, 1951 and recorded March 8, 1951, in Book 46556 at page 458 as document no. 15026337, said point of intersection being 2046.42 feet South of the East and West centerline of said Section 3; thence South along said Westerly boundary line of the Chicago River and Indiana Railroad as conveyed to its intersection with a line drawn parallel with and 529.71 feet North of the South line of said Section 3 and said point of intersection being 898.82 feet West of the North and South center line of said Section 3; thence West along the last described parallel line, a distance of 80 feet, more or less to its intersection with a line 978.82 feet West of and parallel to said North and South centerline of Section 3; thence South along the last described parallel line to its intersection with said North line of West 47th Street; thence East along said North line of West 47th Street, a distance of 1215.75 feet more or less, to the point of beginning EXCEPTING therefrom that part of said Lot "B" described as follows: Beginning at the intersection of the North line of West 47th Street (said North line being 33 feet North from and parallel with the South line of said Section 3), with the West line South Kolin Avenue (a private street), said West line being 236.93 feet East from and parallel with the North and South centerline of said Section 3; and running thence West along said North line of West 47th Street, a distance of 332.31 feet to an intersection with a line 95.38 feet West from and parallel with said North and South centerline of Section 3; thence North along said last described parallel line, a distance of 305.55 feet to an intersection with a line 338.55 feet North from and parallel with said South line of Section 3; thence East along said last described parallel line, a distance of 332.31 feet to an intersection with said West line of South Kolin Avenue; and thence South along said West line of South Kolin Avenue, a distance of 305.55 feet to the point of beginning, in Cook County, Illinois.

Parcel II:

Non-exclusive easement for ingress and egress for the benefit of Parcel I, as created by a grant and declaration of easement by and between Ready Metal Manufacturing Company and Chicago Packaging Company recorded November 3, 1988 as document no. 88507887.

Tax Parcel Number(s): 19-03-400-033-0000 (Vol. 379) and 19-03-400-019-0000 (Vol. 379) and 19-03-400-201-0000 (Vol. 379) and 19-03-400-193-0000 (Vol. 379)



First American Title Insurance Company

File No: 689147

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After Recording Please Return To:
First American Title
4362 Cascade Road SE, Suite #109
Grand Rapids, MI 49546
File# _____

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