

**Illinois Anti-Predatory  
Lending Database  
Program**

**Certificate of Exemption**

**Report Mortgage Fraud  
800-532-8785**

The property identified as: **PIN: 06-35-400-009-0000**

**Address:**

**Street:** 802 & 100 Devon Avenue

**Street line 2:**

**City:** Bartlett

**State:** IL

**ZIP Code:** 60068

**Lender:** Wells Fargo Bank, National Association, as successor in interest to General Electric Capital Corporation, as Agent

**Borrower:** Shale-Inland Realty, LLC

**Loan / Mortgage Amount:** \$275,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

**Certificate number:** A0CEF244-9989-4DB1-AD62-2A355132B601

**Execution date:** 6/5/2015

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**Title of Document:** Mortgage,  
Security Agreement, Assignment of  
Leases and Rents, Financing  
Statement and Fixture Filing

**Date of Document:** as of June 5,  
2015

**Mortgagor:** Shale-Inland Realty,  
LLC

**Mortgagee:** Wells Fargo Bank,  
National Association, as successor in  
interest to General Electric Capital  
Corporation, as Agent

**Mailing Address:**

Mortgagor: 515 Post Oak  
Boulevard, Suite 800, Houston,  
Texas 77027

Mortgagee: 100 Park Avenue, 14<sup>th</sup>  
Floor, New York, New York 10017

**Legal description:** See Exhibit A  
annexed to the document. Property  
tax number 06-35-400-009-0000

**Prepared by and after recording  
return to:**

Otterbourg P .C.  
230 Park Avenue  
New York, New York 10169  
Attn: Daniel P. Greenstein, Esq.

**Common Address:**

802 East Devon Avenue  
Bartlett, Illinois 60103

*[Above Space for Recorder's Use Only]*

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## MODIFICATION NO. 1 TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING

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THIS MODIFICATION NO. 1 TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING ("Modification No. 1") is made and executed as of the 5th day of June, 2015, but effective as of 9th day of June, 2015 (the "Effective Date"), by and among SHALE-INLAND REALTY, LLC, a Delaware limited liability company, having an office located at 515 Post Oak Boulevard, Suite 800, Houston, Texas 77027 (the "**Mortgagor**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, having an office at 100 Park Avenue, 14<sup>th</sup> Floor, New York, New York 10017, as administrative agent (in such capacity, the "**Administrative Agent**"), as successor in interest to General Electric Capital Corporation, as agent on behalf of itself as a Lender and for the benefit of the other Lenders and the other Secured Parties (the "**Mortgagee**").

### RECITALS

1. Reference is made to that certain Credit Agreement, dated as of March 26, 2012 (as amended, restated, amended and restated, modified or supplemented from time to time, the "**Original Credit Agreement**"), among the parties thereto and General Electric Capital Corporation, as Agent ("**Resigning Agent**"), which Original Credit Agreement was amended and restated pursuant to that certain Amended and Restated Credit Agreement dated as of the Effective Date (as amended, restated, amended and restated, modified or supplemented from time to time, the "**Credit Agreement**"), among the parties thereto and Wells Fargo Bank, National Association, as Administrative Agent; Unless otherwise provided herein, capitalized terms used herein and not defined herein shall have meanings assigned to such terms in the Credit Agreement and, to the extent not defined in the Credit Agreement, are defined in the Mortgage.

2. Reference is made to that certain Resignation and Appointment of Successor Agent Agreement dated as of the Effective Date (as amended, restated, amended and restated, modified or supplemented from time to time, the "**Resignation Agreement**"), among the Resigning Agent and the Administrative Agent whereby, the Resigning Agent resigned as Agent and the Administrative Agent was appointed to replace the Resigning Agent as Agent.

3. Mortgagor is the owner of certain real property in fee simple and buildings and improvements thereon, together with related rights as described on Exhibit A attached hereto;

4. In order to secure the Secured Indebtedness, Mortgagor executed and delivered to Resigning Agent that certain Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing (as the same now exists or may hereafter be amended,

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modified, supplemented, extended, renewed, restated or replaced, the "Mortgage"), which Mortgage is described in Exhibit C attached hereto;

5. The Lenders have extended credit to the Borrowers pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The Mortgagor will receive substantial benefits from the execution, delivery and performance of the Loan Documents and is, therefore, willing to enter into this Modification No. 1.

NOW THEREFORE, for TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Mortgagee hereby agree to modify the Mortgage as follows:

1. From and after the date hereof, the following terms now contained in the Mortgage shall be amended as set forth below:

(a) Any, and all references to the term "Credit Agreement" shall be substituted with the definition of the Credit Agreement as set forth in recital paragraph 1, above, and the date of the Credit Agreement shall be substituted with the Effective Date hereof.

2. Miscellaneous Modifications.

(a) The second WHEREAS clause of the Recitals is hereby deleted and replaced by the following:

"

WHEREAS, Mortgagor, as a Guarantor, the other Borrowers, the other parties designated as "Credit Parties" party thereto, the financial institutions party thereto from time to time (the "Lenders"), and Mortgagee, as Lender, Swingline Lender and as Administrative Agent for the Lenders, entered into that certain Credit Agreement dated as of the Effective Date (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "Credit Agreement"), pursuant to which Lenders agreed to make available to Borrowers certain loans and other financial accommodations, guaranteed by Mortgagor, which loans and financial accommodations are in the form of:

(i) revolving credit loans to Borrowers in the aggregate principal amount not to exceed at any time Two Hundred Seventy Five Million Dollars (\$275,000,000);

(ii) Swingline loans to Borrowers in the aggregate principal amount not to exceed at any time Thirty Million Dollars (\$30,000,000);

(iii) letters of credit for the account of Borrowers in the aggregate face amount not to exceed Twenty Million Dollars (\$20,000,000)"

(b) The reference in Section 3.1 of the Mortgage to March 26, 2017 is hereby deleted and replaced by June 9, 2020.

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(c) Section 5.1 of the Mortgage is hereby deleted and is replaced by the following:

“All notices or other communications required or permitted to be given pursuant to this Mortgage shall be in writing and shall be considered properly given if given in the manner and to the addresses prescribed by Section 9.2 of the Credit Agreement.”

(d) Exhibit B affixed to the Mortgage is hereby deleted and replaced by Exhibit B attached hereto.

3. This Modification No. 1 may be executed in any number of counterparts with the same effect as if all parties hereto had executed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof, it shall only be necessary to produce one such counterpart.

4. The Mortgage, as modified hereby, is ratified and confirmed and remains in full force and effect.

5. Mortgagee joins in the execution of this Modification No. 1 to evidence its knowledge and consent hereto. In the event any term or provision of this Modification No. 1 conflicts with any term or provision of the Mortgage, the term or provision of this Modification No. 1 shall control.

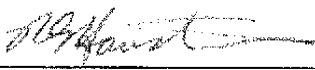
[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, the Mortgagor hereto has caused this Modification No. 1 to be duly executed as of the day and year first above written.

MORTGAGOR

SHALE-INLAND REALTY, LLC a Delaware limited liability company

By:   
Name: Rick Hawthorne  
Title: Vice President and Treasurer

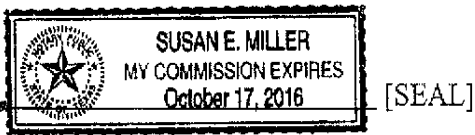
STATE OF TEXAS                    )  
  ) SS:  
COUNTY OF HARRIS

On this 5<sup>th</sup> day of June, 2015, before me appeared Rick Hawthorne to me personally known, who, being by me duly sworn did say that he is the Vice President and Treasurer of Shale-Inland Realty, LLC, and that said instrument was signed and sealed in behalf of said limited liability company by authority of its Operating Agreement, and said Rick Hawthorne acknowledged said instrument to be the free act and deed of said limited liability company.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Notary Public

My Commission Expires: 10/17/2016



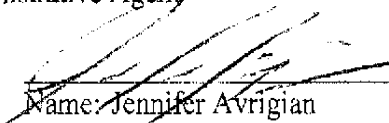
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IN WITNESS WHEREOF, the Mortgagee hereto has caused this Modification No. 1 to be duly executed as of the day and year first above written.

MORTGAGEE

WELLS FARGO, BANK, NATIONAL ASSOCIATION, as Administrative Agent

By:

  
Name: Jennifer Avrigian  
Title: Authorized Signatory

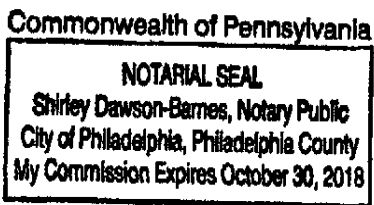
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF PHILADELPHIA )

On this 2<sup>nd</sup> day of June, 2015, before me appeared Jennifer Avrigian to me personally known, who, being by me duly sworn did say that she is an Authorized Signatory of WELLS FARGO BANK, NATIONAL ASSOCIATION, and that said instrument was signed in behalf of said national banking association by authority of its Board of Directors, and said Jennifer Avrigian acknowledged said instrument to be the free act and deed of said national banking association acting with all power and authority to so bind the national banking association.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Notary Public

My Commission Expires: 10-30-18



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## EXHIBIT A

### Legal Description of Land

**PARCEL 1:**

LOT 1 IN BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 35 AND PART OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE EAST 25.0 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE ABOVE SAID LOT 1) OF THE FOLLOWING PARCEL:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 703.33 FEET TO THE SOUTHWEST CORNER OF BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF SECTION 35 AND SECTION 36 AFORESAID, FOR THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE WEST LINE OF SAID BARTLETT INDUSTRIAL PARK AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 777.52 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 672.19 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 35, A DISTANCE OF 900.09 FEET TO THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE EASTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 665.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Address: 802 East Devon Avenue, Bartlett, IL 60113

PIN(s): 06-35-400-009-0000 & 06-35-400-019-0000



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## EXHIBIT B

### FINANCING STATEMENT

#### Schedule 1

##### Description of "Debtor" and "Secured Party"

###### A. Debtor

###### 1. Name and Identity and Structure:

Shale-Inland Realty, LLC, a Delaware limited liability company

Organizational ID Number: 4914033

###### 2. The principal place of business of Debtor is as follows:

515 Post Oak Boulevard, Suite 800, Houston, Texas 77027

###### B. Secured Party

Wells Fargo Bank, National Association

#### Schedule 2

##### (Notice of Mailing Addresses of "Debtor" and "Secured Party")

###### A. The mailing address of Debtor is:

Southwest Stainless, L.P.  
515 Post Oak Boulevard, Suite 800  
Houston, Texas 77027  
Attention: Craig Bouchard

###### B. The mailing address of Secured Party is:

Wells Fargo Bank, National Association  
100 Park Avenue, 14<sup>th</sup> Floor  
New York, New York 10017  
Attention: Portfolio Manager- Shale Inland

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## EXHIBIT C

### Description of Mortgage

Mortgage, Security Agreement, Assignment of Leases and Rent, Financing Statement and Fixture Filing, dated as of March 26, 2012 and recorded as Document No. 1210216029 on April 11, 2012 in the Cook County Recorder of Deeds.

Property of Cook County Clerk's Office