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1727706019

Doc# 1727706019 Fee \$52.00

CHSP FEE: \$9.00 RPRF FEE: \$1.00

MAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/04/2017 10:17 AM PG: 1 OF 8

Property of Cook County

**THIS INSTRUMENT WAS PREPARED BY
AND WHEN RECORDED, SHOULD BE
RETURNED TO:**

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, GA 30326
Attn: Frederick C. C. Boyd, III, Esq.

Cross-Reference:

Leasehold Mortgage, Security Agreement,
Assignment of Leases and Rents and Fixture
Filing dated November 20, 2014, recorded on
December 12, 2014, as Document No.
1434641070 in the real estate records of Cook
County, Illinois.

Unit:

Store No. 8133
75 W Northwest Hwy
Palatine, Illinois 60067
Cook County
Property Description attached as Exhibit "A"

**FIRST MODIFICATION OF LEASEHOLD MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

THIS FIRST MODIFICATION OF LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (hereinafter referred to as this "Amendment"), made and entered into as of the 19th day of September, 2017, by and between **TRI CITY FOODS OF ILLINOIS, INC.**, a Delaware corporation, as the mortgagor (herein, together with its successors and assigns, called "Mortgagor"), with a mailing address at 4415 Highway 6, Sugar Land, Texas 77478, for the benefit of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, individually and in its capacity as Administrative Agent, for the benefit of itself, the Secured Parties, and any other holder of Obligations, as the mortgagee (herein, together with its successors and assigns, called "Mortgagee"), with a mailing address at 1808 Aston Avenue, Suite 250, Carlsbad, California 92008, Attn: Loan Administration.

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RECITALS

A. Mortgagor, Houston Foods, Inc., a Texas corporation, Allstate BK Real Estate Holdings, Ltd., a Texas limited partnership, Northeast Foods, LLC, a Massachusetts limited liability company, Tri City Foods, Inc., a Delaware corporation, Tri City Foods of Indiana, Inc., a Delaware corporation, Tri City Foods of Iowa, Inc., a Delaware corporation, Tri City Foods of Minnesota, Inc., a Delaware corporation, Tri City Foods of Nebraska, Inc., a Delaware corporation, and Tri City Foods of Wisconsin, Inc., a Delaware corporation (collectively, the “Borrower”) have entered into that certain Amended and Restated Credit Agreement dated as of January 26, 2015, as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of May 24, 2016, as further amended by that certain Second Amendment to Amended and Restated Credit Agreement dated as of July 28, 2016, and as further amended by that certain Third Amendment to Amended and Restated Credit Agreement dated as of May 26, 2017 (as so amended, the “Existing Credit Agreement”) pursuant to which the Lenders made certain loans to the Borrower (the “Existing Loans”) and Borrower executed and delivered to the Lenders certain promissory note or notes, evidencing Borrower’s obligation to repay the Existing Loans (collectively, the “Existing Notes”).

B. As collateral for the Existing Loans, Mortgagor executed and delivered in favor of Mortgagee, among other mortgages, deeds to secure debt, deeds of trust and other security documents, that certain Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated November 20, 2014, recorded on December 12, 2014, as Document No. 1434641070 in the real estate records of Cook County, Illinois (together with all amendments and modifications prior to the date hereof, the “Mortgage”), encumbering the real property further described on Exhibit “A” attached hereto.

C. Borrower, Lenders and Mortgagee have entered into that certain Second Amended and Restated Credit Agreement dated as July 31, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Mortgagee and the Lenders agreed to amend and restate the Existing Credit Agreement. Pursuant to the Credit Agreement, the Mortgagee and/or Lenders have agreed to loan certain funds to Borrower (collectively, the “Loan”) and Borrower has executed and delivered to the Lenders certain promissory notes, evidencing Borrowers’ obligation to repay the Loan (collectively, the “Notes”).

D. Mortgagor and Mortgagee wish to modify the Mortgage to reflect the amendment and restatement of the Existing Credit Agreement by the execution and delivery of the Credit Agreement.

NOW, THEREFORE, THIS AMENDMENT WITNESSETH, that in consideration of the sum of Ten and No/100 Dollars (\$10.00), the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee do hereby agree as follows effective as of the date hereof:

1. Modifications to Mortgage.

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a. The Mortgage is hereby modified and amended by deleting the first WHEREAS clause of the Recitals in its entirety and simultaneously substituting in lieu thereof the following:

WHEREAS, Mortgagor, Houston Foods, Inc., a Texas corporation, Allstate BK Real Estate Holdings, Ltd., a Texas limited partnership, Northeast Foods, LLC, a Massachusetts limited liability company, Tri City Foods, Inc., a Delaware corporation, Tri City Foods of Indiana, Inc., a Delaware corporation, Tri City Foods of Iowa, Inc., a Delaware corporation, Tri City Foods of Minnesota, Inc., a Delaware corporation, Tri City Foods of Nebraska, Inc., a Delaware corporation, and Tri City Foods of Wisconsin, Inc., a Delaware corporation (collectively, the “Borrower”) have entered into that certain Second Amended and Restated Credit Agreement dated as of July 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement):

b. The Mortgage is hereby modified and amended by deleting Section 1.1 of the Mortgage in its entirety and simultaneously substituting in lieu thereof the following new Section 1.1:

1.1 Indebtedness. The Mortgagee has established up to TWO HUNDRED FIFTY-SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$257,500,000.00) in secured credit facilities in favor of the Borrower pursuant to the terms of the Credit Agreement, which credit facilities mature on July 31, 2022. This Mortgage is given to secure the payment and performance by the Mortgagor and the other Loan Parties of (a) all Obligations, (b) all obligations under Related Credit Arrangements, and (c) all obligations and liabilities incurred in connection with the collection and enforcement of the foregoing (all of which whether now existing or hereafter arising, collectively, the “Indebtedness”).

c. The Mortgage is hereby modified and amended by deleting Section 6.11(f) of the Mortgage in its entirety and simultaneously substituting in lieu thereof the following new Section 6.11(f):

(f) This Mortgage secures future advances as defined and authorized under applicable Illinois statutes, including, without limitation, 205 ILCS 5/5d, 205 ILCS 105/1-6b, 815 ILCS 205/4.1, 735 ILCS 5/15-1207, 735 ILCS 5/15-1302 and 765 ILCS 5/39, and it shall secure not only presently existing indebtedness under the Credit Agreement and the other Loan Documents but also future advances that constitute Secured Obligations under the Credit Agreement (whether such advances are obligatory or to be made at the option

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of the Secured Parties, or otherwise) as are made within twenty years (or the maximum period permitted by applicable law, whichever is longer) from the date of this Mortgage, to the same extent and with the same priority as if such future advances were made on the date of the execution of this Mortgage and without regard as to whether or not there is any advance made at the time of execution of this Mortgage and without regard as to whether or not there is any indebtedness outstanding at the time any advance is made. This Mortgage secures all present and future disbursements of the Loans under the Credit Agreement, and all other sums from time to time owing to the Lenders by Mortgagor under the Loan Documents. The maximum principal amount which may be secured hereby at any one time is FIVE HUNDRED FIFTEEN MILLION AND NO/100 DOLLARS (\$515,000,000.00), plus interest thereon, and any disbursements made by the Secured Parties for the payment of taxes, special assessments, or insurance on the Premises, with interest on such disbursements; provided, however, that the foregoing limitation shall apply only to the maximum amount of the lien created by this Mortgage, and it shall not in any manner limit, affect or impair any grant of a security interest or other right in favor of the Mortgagee or the other Lenders under the provisions of the Credit Agreement or under any of the other Loan Documents at any time executed by Mortgagor. To the fullest extent permitted by applicable law, the lien of this Mortgage, as to all such sums so advanced, shall have priority over all subsequent liens and encumbrances, including statutory liens (excepting solely taxes and assessments levied on the Premises secured by this Mortgage).

2. Additional Advances. The Notes evidence additional advances by, and obligations in favor of, the Lenders. It is agreed that these additional advances and obligations shall be equally secured with the original indebtedness evidenced by the Existing Notes and are subject to all of the terms and provisions of the Mortgage and the Credit Agreement.

3. Definitions. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Credit Agreement.

4. Ratification. Mortgagor and Mortgagee intend and agree that the Mortgage shall continue in full force and effect as valid and effective liens on all of the Premises (as defined in the Mortgage). The Mortgage is hereby ratified and confirmed, shall continue to constitute the binding obligation and agreement of Mortgagor in favor of Mortgagee, and shall secure the Notes and all other Obligations under the Credit Agreement as fully as if the Mortgage had been executed and delivered concurrently with the execution and delivery of this Amendment. All representations and warranties set forth in the Mortgage are restated as of the date of this Amendment and are true and correct as of the date of this Amendment, as if made on the date of this Amendment. Except as herein expressly modified or amended, all the terms and conditions of the Mortgage remain in full force and effect and are hereby ratified, affirmed, and approved. Nothing herein shall be deemed to constitute a novation of the Mortgage or any of the Obligations.

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5. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of Mortgagor and Mortgagee and the Lenders and their respective successors and assigns, whether voluntary by act of the parties or involuntary by operation of law.

6. Cross Reference. All references in the Credit Agreement to the “Mortgage” shall hereafter include the modifications to the Mortgage set forth herein.

7. Counterparts. This Amendment may be executed in multiple counterparts each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument.

[SIGNATURES BEGIN ON NEXT PAGE]

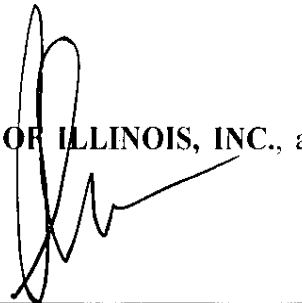
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have duly executed and delivered this Amendment as of the date first written above.

MORTGAGOR:

TRI CITY FOODS OF ILLINOIS, INC., a
Delaware corporation



By: _____

Name: Shoukatali Dhanani
Title: President

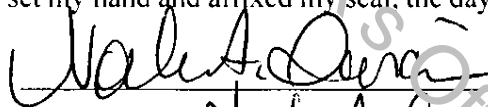
Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

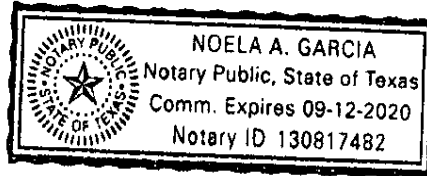
STATE OF Texas
COUNTY OF Fort Bend

BE IT REMEMBERED, that on this 5th day of September, 2017, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Shoukatali Dhanani, the President of TRI CITY FOODS OF ILLINOIS, INC., a Delaware corporation, who is personally known to me to be the same person who executed the within instrument of writing in such capacity and on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.


Printed Name: Noela A. Garcia
Notary Public

My commission expires:
09-12-2020



[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

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MORTGAGEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: *Denise Crouch*
Name: Denise Crouch
Title: Vice President

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ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA §
COUNTY OF San Diego §

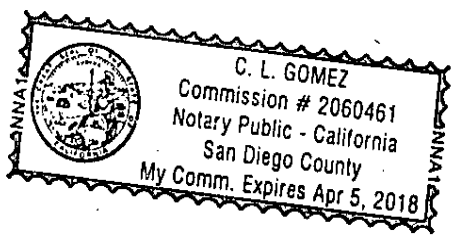
On August 22, 2017, before me, C. L. Gomez, Notary Public, personally appeared Denise Crouch who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

C. L. Gomez
Notary Public

(SEAL)



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Unit:
Store No. 8133
75 W Northwest Hwy
Palatine, Illinois 60067
Cook County

EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

That part of the East 1/2 of the Northeast 1/4 of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, and part of Lots 1 to 4 in Block 1 in Frank E. Merrill and Company's Palatine Homesites, being a Subdivision in the Northeast 1/4 of Section 15 aforesaid, described as follows: Commencing at the Southwest corner of Block 1 aforesaid; thence South 89 degrees 39 minutes 46 seconds East along the South line thereof 75.15 feet to the Southwest corner of Lot 4 aforesaid; thence North 19 degrees 17 minutes 55 seconds East along the West line of Lot 4 for a distance of 169.20 feet to the Southerly line of Northwest Highway; thence South 70 degrees 27 minutes 31 seconds East along said Southerly line 40.48 feet to the point of beginning; thence South 00 degrees 00 minutes 41 seconds East 227.80 feet; thence North 89 degrees 48 minutes 04 seconds West 169.25 feet to a line 627 feet West of and parallel with the East line of the Northeast 1/4 of Section 15; thence South 00 degrees 00 minutes 41 seconds East along the last described line 25 feet; thence South 89 degrees 48 minutes 04 seconds East 353 feet to a line 274 feet West of and parallel with the East line of the Northeast 1/4 of Section 15; thence North 00 degrees 00 minutes 41 seconds West along said parallel line 188.21 feet to the Southerly line of Northwest Highway; thence North 70 degrees 27 minutes 31 seconds West along said Southerly line 195 feet to the point of beginning, in Cook County, Illinois.

Together with easements set forth in that certain Operation and Easement Agreement between Dayton Hudson Corporation and Firststar Naper Bank, N.A. as Trustee under Trust Agreement dated January 8, 1988 and known as Trust No., 7-1807 dated December 24, 1992 and recorded January 5, 1993 as Document Number 93R090508 and First Amendment recorded as Document 93R049798, Second Amendment recorded July 27, 1995 as Document Number 95R052649.

Permanent Index Number: 02-08-300-008

Parcel No. 02-15-208-031-0000, 02-15-208-033-0000