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#1780906-A  
Old Republic Title  
9601 Southwest Highway  
Oak Lawn, IL 60453

177  
167



Doc# 1828334015 Fee \$52.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/10/2018 10:12 AM PG: 1 OF 8

## SUBORDINATION AND SIXTH AMENDMENT TO REAL PROPERTY MORTGAGE by and between

Stampede Oak Lawn, LLC  
a Delaware limited liability company

and

Wells Fargo Bank, National Association,  
successor agent to Wells Fargo Capital Finance, LLC (successor by merger to Wachovia  
Capital Finance Corporation (Central))

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## SUBORDINATION AND SIXTH AMENDMENT TO REAL PROPERTY MORTGAGE

**THIS SUBORDINATION AND SIXTH AMENDMENT TO REAL PROPERTY MORTGAGE** (this "**Amendment**") is effective as of the 28th day of August, 2018 (the "**Effective Date**"), and is by and between **Stampede Oak Lawn, LLC**, a Delaware limited liability company ("**Mortgagor**"), and **Wells Fargo Bank, National Association** (individually "**Wells Fargo Bank**"), successor agent to **Wells Fargo Capital Finance, LLC** (successor by merger to Wachovia Capital Finance Corporation (Central)) (individually "**WFCF**"), in its capacity as agent for the Lenders (as defined below) (in such capacity as agent, "**Mortgagee**" or "**Agent**").

### RECITALS:

(A) Pursuant to a certain Loan and Security Agreement dated as of January 8, 2009 (as amended and restated to date, including, without limitation, pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of January 6, 2017, the "**Original Loan Agreement**"). Wachovia Capital Finance Corporation (Central) (individually, "**Wachovia**"; and in its capacity as agent for Lenders under the Original Loan Agreement, "**Original Agent**") and the other lenders thereunder from time to time ("**Lenders**") agreed to make loans to Stampede Meat, Inc., an Illinois corporation ("**Borrower**") and to make other financial accommodations to Borrower (collectively, the "**Loans**"). As a condition to agreeing to make the Loans, Mortgagor executed and delivered to Original Agent that certain Master Continuing Unconditional Guarantee dated as of January 8, 2009 in favor of Original Agent (as amended and restated to date, the "**Original Guarantee**").

(B) The Original Loan Agreement was amended and restated pursuant to that certain Third Amended and Restated Credit Agreement dated as of June 20, 2017 (the "**Amended Loan Agreement**") among Borrower, Lenders and Agent, and the Original Guarantee was amended and restated pursuant to that certain Guaranty and Security Agreement dated as of June 20, 2017 (the "**Amended Guarantee**") among Mortgagor, certain of its affiliates and Agent. Pursuant to the Amended Loan Agreement, among other modifications set forth therein, (i) the term loans made to Borrower were repaid in full and the maximum outstanding balance of the revolving loans was increased by \$5,000,000, such that the aggregate amount of the Loans was decreased to an aggregate principal amount not to exceed \$100,000,000, (ii) the Maturity Date of the Loans was extended to June 20, 2022, (iii) WFCF resigned as agent under the Amended Loan Agreement and the other Loan Instruments, and (iv) Wells Fargo Bank was appointed as successor agent under the Amended Loan Agreement and the other Loan Instruments.

(C) To secure Mortgagor's liabilities and obligations under the Original Guarantee, Mortgagor executed and delivered to Original Agent that certain Real Property Mortgage in favor of Original Agent encumbering the real estate located in Cook County, Illinois and legally described on Exhibit A attached hereto and hereby made a part hereof, which was recorded on January 9, 2009 as Document No. 0900918040 with the Cook County, Illinois Recorder of Deeds (the "**Recorder**"), as amended by that certain Amendment to Real Property Mortgage dated as of October 7, 2011 and recorded with the Recorder on November 14, 2011 as Document No. 1131829117, that certain Second Amendment to Real Property Mortgage dated as of May 31, 2012 and recorded with the Recorder on July 24, 2012 as Document No.

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1220629087, that certain Third Amendment to Real Property Mortgage dated as of January 7, 2015 and recorded with the Recorder on January 23, 2015 as Document No. 1502329084, that certain Fourth Amendment to Real Property Mortgage dated as of January 6, 2017 and recorded with the Recorder on January 19, 2017 as Document No. 1701908019, and that certain Subordination and Fifth Amendment to Real Property Mortgage dated as of June 20, 2017 and recorded with the Recorder on June 21, 2017 as Document No. 1717217019 (collectively, the "**Mortgage**"). In addition, certain UCC Financing Statements listing Mortgagor as the "Debtor" and Agent or its predecessors in interests as the "Secured Party" have been recorded with the Recorder (collectively, the "**Fixture Filing**").

(D) The Amended Loan Agreement was amended pursuant to that certain Consent and Amendment No. 1 to Third Amended and Restated Credit Agreement dated June 29, 2018 (the "**First Amendment**") among Borrower, Lenders and Agent to, among other things, increase the revolving loans by \$50,000,000.

(E) Mortgagor has granted that certain Mortgage and Security Agreement with Assignment of Leases and Rents dated June 29, 2018 (the "**Term Loan Mortgage**") in favor of ING Capital LLC ("**Term Loan Agent**"), which Term Loan Mortgage shall encumber the Mortgaged Property and in connection therewith, a UCC Financing Statement listing Mortgagor as the "Debtor" and Term Loan Agent as the "Secured Party" shall be recorded with the Recorder (the "**Term Loan Fixture Filing**"). Pursuant to the Intercreditor Agreement referred to below, the Mortgage and the Fixture Filing are and shall be subordinate to the Term Loan Mortgage and the Term Loan Fixture Filing.

(G) The parties hereto desire to amend the Mortgage to give record notice of the changes effected by the First Amendment and to conform the Mortgage to the terms of the First Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. Incorporation of Recitals, Definitions. The foregoing recitals are hereby incorporated into and made a part of this Amendment. Terms appearing as defined terms and not otherwise expressly defined herein, shall have the respective meanings given them in the Mortgage, and if not defined therein shall have the respective meanings given them in the Amended Loan Agreement, as amended by the First Amendment.

2. Maximum Credit. The Mortgage is amended to provide that the Loans are modified as provided in the First Amendment and any other documents or instruments executed in connection therewith (this Amendment, the First Amendment and such other documents and instruments being hereinafter collectively referred to as the "**Loan Modification Agreements**" and are included in the definition of "**Loan Instruments**"). Notwithstanding anything to the contrary contained herein or in any other provision of the Mortgage, the maximum amount secured by the Mortgage is \$300,000,000.00.

3. Other Amendments. References in the Mortgage to the Loan Agreement shall mean the Amended Loan Agreement, as amended by the First Amendment. References in the Mortgage to the Loans shall mean the Loans as amended by the First Amendment.

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References in the Mortgage to any other instrument, including the Notes (if there are then any Notes evidencing any of the Loans), shall mean such instrument as amended by the Loan Modification Agreements, as applicable. References in the Mortgage to "\$100,000,000" are hereby revised to read "\$150,000,000"; and references to "\$200,000,000" are hereby revised to read "\$300,000,000."

4. Amendments Controlling. The Loan Modification Agreements and the rest of the Loan Instruments are intended to be interpreted in a manner which renders their respective terms and provisions consistent with one another; however, in the event of an inconsistency between the Loan Modification Agreements and the other Loan Instruments which cannot reasonably be reconciled, the Loan Modification Agreements are intended to control. The provisions of the Loan Instruments are in full force and effect as amended hereby and by the other Loan Modification Agreements, and the Loan Instruments as so amended are ratified and confirmed hereby by Mortgagor and Mortgagee.

5. Subordination. Reference is made to the Intercreditor Agreement, dated as of June 29, 2018 among Agent and Term Loan Agent (the "**Intercreditor Agreement**"). Notwithstanding any other provision contained in the Mortgage, so long as the Intercreditor Agreement is in effect, the Mortgage, the liens created thereby and the rights, remedies, duties and obligations provided for therein, and the Fixture Filing hereby are and shall be subordinate to the Term Loan Mortgage and the Term Loan Fixture Filing to the extent provided in and subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Mortgage and the provisions of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control, so long as the Intercreditor Agreement is in effect. Mortgagor acknowledges that the provisions of the Intercreditor Agreement and the rights and benefits thereof (and specific references thereto herein) inure only to the benefit of each of the Agent, Lenders, Term Loan Agent and the Term Loan Lenders (as defined in the Intercreditor Agreement), and their respective successors and assigns, and that no other person shall have or be entitled to assert any rights or benefits arising under the Intercreditor Agreement, the priority of the Term Loan Mortgage or by virtue of the existence of the specific references thereto herein, except as may otherwise be expressly provided in the Intercreditor Agreement. The subordination established by this Amendment shall govern the priority of the Mortgage only with respect to the Term Loan Mortgage. This Amendment shall not affect the priority of the Mortgage with respect to any other liens or encumbrances, including, without limitation, any liens or encumbrances arising prior to the recording of the Term Loan Mortgage, and no lienholder other than the Term Loan Agent may rely on the subordination established hereby.

6. Miscellaneous.

(a) If any provision hereof should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Amendment. Except as provided in Section 6 hereof, if it is determined that any other person or entity other than Mortgagee shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Amendment or the other Loan Modification Agreements, the original terms of the Loan Instruments shall be severable from this Amendment and separately enforceable in accordance with the original terms, and the Mortgagee shall maintain all legal or equitable priorities which were in existence before the execution of this

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Amendment and other Loan Modification Agreements. It is understood by, and is the intention of, the parties hereto that any legal or equitable priorities of the Mortgagee over any party which were in existence before the execution of this Amendment and the other Loan Modification Agreements shall remain in effect after the execution of this Amendment.

(b) The provisions hereof shall be binding upon Mortgagee and Mortgagor and their respective heirs, devisees, representatives, successors and assigns, including successors in interest of Mortgagor in and to all or any part of the Mortgaged Property, subject to restrictions on transfer and assignment contained in the Loan Instruments, and shall inure to the benefit of Mortgagee and its successors and assigns.

(c) This Amendment 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, executed by the party against whom enforcement is sought.

(d) The execution and delivery hereof have been duly authorized by the Mortgagor and such execution and delivery shall cause Mortgagor to be bound hereby.

(e) This Amendment, and all disputes, claims and controversies relating to this Amendment, are to be governed by, and construed and enforced in accordance with, the laws of the State of Illinois without reference to choice of law or conflict of law rules.

[Signature Page Follows]



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WELLS FARGO BANK, NATIONAL ASSOCIATION, successor agent to WELLS FARGO CAPITAL FINANCE, LLC (successor by merger to Wachovia Capital Finance Corporation (Central))

By *[Signature]*  
Print Name David Wisniewski  
Its Vice President

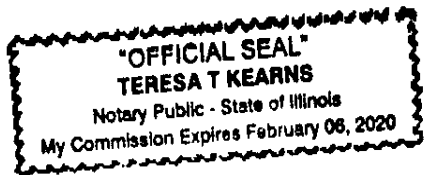
STATE OF Illinois,  
COUNTY OF Cook ) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Wisniewski, the Vice President of Wells Fargo Bank, National Association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such David Wisniewski, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said national association for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29 day of August, 2018.

*[Signature]*  
NOTARY PUBLIC

(SEAL)



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## EXHIBIT A

P.I.N.           24-16-300-034-0000  
                   24-16-300-035-0000  
                   24-16-300-083-0000

Address:       10841 Central Avenue, Oak Lawn, Illinois

### LEGAL DESCRIPTION

#### Parcel 1:

A tract of land comprising part of Lots 12 and 13 in School Trustees Subdivision of Section 16, Township 37 North, Range 13 East of the Third Principal Meridian, said tract of land being all that part of the Southwest  $\frac{1}{4}$  of said Section 16, as lies within the following described tract:

The East 30 feet of the West 80 feet of the North 98 feet of the South 1,417 feet of said Southwest  $\frac{1}{4}$  of Section 16, in Cook County, Illinois.

#### Parcel 2:

All that part of Lots 12 and 13 in School Trustees Subdivision of Section 16 which lies within the North 98 feet of the South 1417 feet of the east 300 feet of the West 380 feet of the Southwest  $\frac{1}{4}$  of Section 16, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 3:

A tract of land comprising part of Lots 12 and 13 in School Trustees Subdivision of Section 16, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois said tract of land being described as follows:

Beginning at a point on a line drawn with and 1199 feet North of the South line of said Section 16, said point being 546.76 feet East of the West line of said section; and running thence West along said parallel line, a distance of 166.76 feet to an intersection with a line drawn parallel with and 380 feet East of said West line of Section 16; thence North along the last described parallel line, a distance of 218 feet; thence East, parallel with said South line of Section 16, a distance of 189.81 feet to an intersection with the Southwesterly line of the 66 foot right of way of the Baltimore and Ohio, Chicago Terminal Railroad; thence Southeasterly along said right of way line, being a curved line, convexed Northeasterly and having a radius 2919 feet, a distance of 226.71 feet to a point 1253.10 feet North of said South line 725.93 feet East of said West line of Section 16; thence Southwesterly along a radial line to said curved right a way line, a distance of 60 feet; thence Northwesterly along a curved line, convexed Northeasterly, concentric with said curved right a way line and having a radius of 2859 feet, a distance of 81.09 feet; thence Southwesterly along a radial line to the last described curved line, a distance of 108.87 feet to the point of beginning, in Cook County, Illinois.