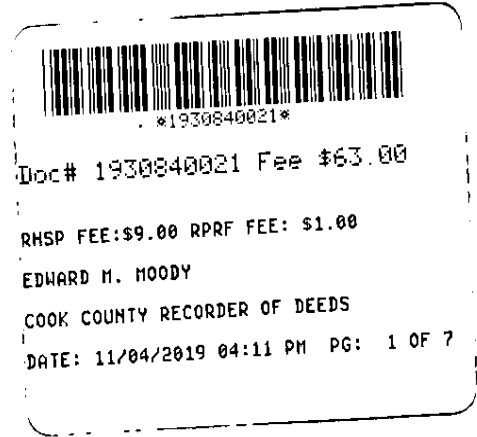


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Prepared by and upon recording return to:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60601
Attn: Dennis Coghlan

Site No. 5
Cook County, Illinois

THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES

THIS THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES (this "**Third Amendment**"), is made effective as of September 27, 2019, by and among **ABF FREIGHT SYSTEM, INC.**, an Arkansas corporation, having its principal place of business at P.O. Box 10048, Fort Smith, Arkansas 72917-0048 ("**Mortgagor**") and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, having an office at 800 Nicollet Mall, 3rd Floor, Minneapolis, MN 55402-7020, Attention: Teresa Mager, as Administrative Agent ("**Mortgagee**"), for its benefit and for the benefit of the Holders of Secured Obligations.

NOTICE: THE MORTGAGE, AS AMENDED BY THIS THIRD AMENDMENT, SECURES CREDIT IN THE AMOUNT OF \$250,000,000, WHICH LOANS AND ADVANCES UP TO THAT AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

WITNESSETH:

WHEREAS, Mortgagor previously executed that certain Mortgage, Security Agreement, Fixture Filing, Financing Statement and Assignment of Rents and Leases, dated June 15, 2012, and recorded on July 17, 2012, as Document No. 1219910068, in the records of the Cook County Recorder of Deeds (the "**Original Mortgage**"), as amended by that certain First Amendment to Mortgage, Security Agreement, Fixture Filing, Financing Statement and Assignment of Rents and Leases, dated January 2, 2015, and recorded on January 6, 2015, as document No. 1500619038 in the records of the Cook County Recorder of Deeds (the "**First Amendment**"), as amended by that certain Second Amendment to Mortgage, Security Agreement, Fixture Filing, Financing Statement and Assignment of Rents and Leases, dated July 7, 2017, and recorded on July 12, 2017, as document No. 1719346008 in the records of the Cook County Recorder of Deeds (the "**Second**

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Amendment”; the Original Mortgage, as amended by the First Amendment and Second Amendment, the “**Mortgage**”), which covers all of the real property described in Exhibit “A” attached hereto, along with all buildings, structures, additions, modifications, repairs, improvements, rights, interests and estates as described in the Mortgage;

WHEREAS, the Mortgage secured certain obligations owed by Mortgagor to Mortgagee in accordance with the terms of that certain Credit Agreement, dated as of June 15, 2012 (the “**Original Credit Agreement**”), which Original Credit Agreement was amended and restated by that certain Amended and Restated Credit Agreement, dated as of January 2, 2015 (the “**Amended and Restated Credit Agreement**”), which Amended and Restated Credit Agreement was amended and restated by that certain Second Amended and Restated Credit Agreement, dated as of July 7, 2017 (the “**Second Amended and Restated Credit Agreement**”), by and between ArcBest Corporation (formerly known as Arkansas Best Corporation), the other Borrowing Subsidiaries from time to time party thereto, Administrative Agent and the other financial institutions from time to time party thereto (the “**Lenders**”);

WHEREAS, ArcBest, the other Borrowing Subsidiaries from time to time party thereto, Administrative Agent and certain Lenders have entered into that certain Third Amended and Restated Credit Agreement, dated as of September 27, 2019 (as the same may be modified, amended, supplemented and restated from time to time, the “**Third Amended and Restated Credit Agreement**”) which amends and restates the Second Amended and Restated Credit Agreement;

NOW, THEREFORE, in consideration of the above premises and covenants and agreements as set forth in this Third Amendment, the parties hereby agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Third Amendment shall have the meanings ascribed to them in the Mortgage.
2. Secured Indebtedness. Based upon the terms of the Third Amended and Restated Credit Agreement, Mortgagor is entering into this Third Amendment in order to revise the terms of the Mortgage to reflect certain terms as set forth in the Third Amended and Restated Credit Agreement. Specifically:
 - a. Credit Agreement. The definition of “Credit Agreement” is hereby revised to include the Third Amended and Restated Credit Agreement.
 - b. Loan. Any reference in the Mortgage to the “Loans” shall mean loans and certain other financial accommodations from time to time made to Borrowers by Mortgagee and Holders of Secured Obligations in the aggregate principal sum of Two Hundred Fifty Million and No/100 Dollars (\$250,000,000.00).
 - c. Mortgage. Any references to the “Mortgage” in the Mortgage or the other Loan Documents shall hereinafter refer to the Mortgage as modified by this Third Amendment.
 - d. Maturity Date. Any reference to the “Maturity Date” in the Mortgage shall hereinafter mean October 1, 2024 (exclusive of any renewal or extension rights).

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- e. Amount. Any reference to the amount of "\$200,000,000" in the Mortgage shall hereinafter mean "\$250,000,000".
3. Revolving Credit. Section 19 of the Mortgage is hereby amended and restated in its entirety as set forth below.

This Mortgage is given to secure a "revolving loan" that may also include a "term" loan in the future and also secures future advances as both are defined and authorized under the applicable State statutes, including Illinois Revised Statutes Chapter 17, Sections 312.3, 3301.6b, and 6405, and Chapter 110, Sections 15-207 and 15-302, and it shall secure not only presently existing indebtedness under the Credit Agreement and the other Loan Documents (including the Guaranty) but also future advances that constitute Secured Obligations under the Credit Agreement (whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise) 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 Holders of Secured Obligations by Mortgagor under the Loan Documents. The maximum principal amount which may be secured hereby at any one time is Two Hundred Fifty Million and No/100 Dollars (\$250,000,000), plus interest thereon, and any disbursements made by Mortgagee for the payment of taxes, special assessments, or insurance on the Mortgaged Property, 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 Holders of Secured Obligations under the provisions of the Credit Agreement or under any of the other Loan Documents at any time executed by either the Mortgagor or any of the other Loan Parties. 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 Mortgaged Property secured by this Mortgage).

4. Force and Effect. Except as otherwise set forth in this Third Amendment, the Mortgage shall remain in full force and effect in accordance with the terms and conditions thereof. This Third Amendment shall be binding upon and inure to the benefit of the parties referenced herein and their respective successors and assigns.
5. Counterparts. This Third Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. Miscellaneous.

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- a. The Mortgage is hereby ratified and confirmed and all the terms, covenants and conditions and agreements contained therein shall stand and remain unchanged and in full force and effect, except as the same are specifically modified herein.
- b. The Mortgage and the Third Amendment shall together constitute and be construed as one document. This Third Amendment shall in no way impair the lien, charge or priority of the Mortgage upon all property covered thereby.
- c. Except as expressly provided herein, nothing in this Third Amendment shall alter or affect any provision, condition, or covenant contained in the Mortgage (or in any other Loan Document). In the event of any conflict between the terms of the Mortgage and the terms of this Third Amendment, the terms of this Third Amendment shall control.
- d. The execution and delivery of this Third Amendment is within Mortgagor's corporate powers and has been duly authorized by all necessary corporate action. This Third Amendment has been duly executed and delivered by Mortgagor and constitutes a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.
- e. It is the intent of Mortgagor and Mortgagee that this Third Amendment shall not constitute (i) a novation, refinancing, discharge, extinguishment or refunding of the Liabilities (as defined in the Mortgage), or (ii) a release, waiver or discharge of any of the rights or remedies set forth in the Mortgage or any of the other Loan Documents, or applicable law, which actions are intended solely to modify the terms and conditions of the Mortgage as set forth herein.
- f. **EXCEPT WHERE THE LAW OF THE STATE IS EXPRESSLY REFERENCED IN THE MORTGAGE, IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS THIRD AMENDMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, DETERMINED WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW.**

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EXHIBIT "A"

Legal Description

Parcel 1:

The West ½ of the Southwest ¼ of Section 24, Township 35 North, Range 14 East of the Third Principal Meridian (except that part taken or used for Calumet Expressway and except that part taken or used for Lincoln Highway) and (except those parts thereof owned, used or occupied by the Michigan Central Railroad Company, the Joliet and Northern Indiana Railway Company or the Elgin, Joliet and Eastern Railroad Company or any of their successors and assigns), in Cook County, Illinois

Parcel 2:

The Northeast ¼ of the Southwest ¼ of Section 24, Township 35 North, Range 14 East of the Third Principal Meridian (except the East fifty (50) feet thereof and except that part taken or used for Lincoln Highway and except that part dedicated for public street by Plat of Dedication recorded as Document No. 92023505) in Cook County, Illinois

Parcel 3:

The Southeast ¼ of the Southwest ¼ of Section 24, Township 35 North, Range 14 East of the Third Principal Meridian, (except that portion thereof conveyed to Roadway Express, Inc. by Deeds recorded as Document No. 20548007 and 26896826 and except that part thereof owned, used or occupied by the Michigan Central Railroad Company, the Joliet and Northern Indiana Railway Company or the Elgin, Joliet and Eastern Railroad Company or any of their successors and assigns), all in Cook County, Illinois

Parcel 4:

Easement for ingress and egress to Lincoln Highway appurtenant to and for the benefit of Parcels 1, 2 and 3 as created in Deed recorded as Document No. 20548007.

Address: 1900 E. Lincoln Highway, Sauk Village IL 60411

Tax Nos. 32-24-300-001-0000; 32-24-300-002-0000; 32-24-301-002-0000; 32-24-302-002-0000; 32-24-302-003-0000; 32-24-303-006-0000; 32-24-303-007-0000; 32-24-303-008-0000