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Doc#: 2005006076 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 02/19/2020 12:33 PM Pg: 1 of 7

[The Space Above For Recorder's Use Only]

THIS DOCUMENT HAS BEEN
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WITH AN ATTORNEY LICENSED
TO PRACTICE IN THE STATE OF
ILLINOIS), AND AFTER
RECORDATION SHOULD BE
RETURNED TO: _____

Steven A. Shoumer, Esquire
Blank Rome LLP
One Logan Square
Philadelphia, PA 19103

Real Estate Tax Permanent Index Nos.: 15-10-213-042, 15-10-213-037, 15-10-213-038, 15-10-213-040, 15-10-213-044 and 15-10-213-043

FOURTH AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

THIS FOURTH AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (this "**Amendment**") is dated as of the date acknowledged, but made effective as of the 14th day of February, 2020 (the "**Effective Date**"), by and between **901 WEST LAKE STREET LLC**, a Delaware limited liability company, with an address at 12070 W. 159th Street, Homer Glen, Illinois, Attention: Ronald M. Guzior (the "**Mortgagor**"), and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as lender and

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agent for the Lenders, with an address at 200 South Wacker Drive, Suite 600, Chicago, Illinois 60606, Attention: Portfolio Manager (together with its successors and assigns, "**Mortgagee**").

RECITALS:

WHEREAS, to secure certain obligations of Mortgagor, Mortgagor executed in favor of First Midwest Bank, an Illinois banking corporation ("**Bank**"), among other things, a certain Mortgage, Security Agreement and Assignment of Rents and Leases dated as of June 15, 2012, and recorded on June 19, 2012, in the Cook County, Illinois Recorder of Deeds Office ("**Recorder's Office**") as Document #1217110070 (the "**Original Mortgage**") and encumbering, among other things, that certain real property situate in Cook County, Illinois, as more particularly described on Exhibit "A" attached hereto and made a part here (the "**Premises**").

WHEREAS, on December 26, 2012, Richards Building Supply Co., a corporation organized under the laws of the State of Illinois ("**Richards**"), Richards Building Supply Company of Wisconsin, a Wisconsin corporation ("**Richards Wisconsin**"), Insulation Dealers & Supply Co., an Illinois corporation ("**Insulation**"), Premier Building Products of Holland, Inc., a Michigan corporation ("**Premier**") and Richards Building Supply I, LLC, a Delaware limited liability company ("**Richards I**") and together with Richards, Richards Wisconsin, Insulation, Premier and each Person joined hereto as a borrower from time to time, collectively, the "**Borrowers**", and each a "**Borrower**", Bank and Mortgagee, as lenders and agent, entered into that certain Revolving Credit and Security Agreement, as amended (as the same has been or may be amended, modified, renewed, extended, replaced or substituted from time to time, the "**Loan Agreement**") to reflect certain financing arrangements between the parties thereto. The Loan Agreement and all other documents executed in connection therewith are collectively referred to as the "**Existing Financing Agreements**." All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

WHEREAS, in connection with the Loan Agreement, Mortgagor, Bank and Mortgagee entered into that certain Assignment and First Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases dated as of December 26, 2012, and recorded on January 4, 2013, in the Recorder's Office as Document # 130041066, that certain Second Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases dated as of December 30, 2015, and recorded on March 18, 2016, in the Recorder's Office as Document # 1607856022, wherein, among other things, Bank assigned all of its right, title and interest in the Original Mortgage to Mortgagee and the terms and conditions of the Original Mortgage were amended as set forth therein, and that certain Third Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases dated as of November 1, 2017, as recorded in the Recorder's Office (together with the Original Mortgage, as amended, collectively, the "**Existing Mortgage**").

WHEREAS, Borrowers are affiliates of Mortgagor and Mortgagor has executed that certain Guaranty and Suretyship Agreement dated as of December 26, 2014, as amended (the "**Guaranty**"), wherein, among other things, Mortgagor unconditionally guaranteed certain obligations of Borrowers as more particularly described in the Guaranty.

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WHEREAS, Borrowers, Mortgagor, certain affiliates of Mortgagor, Bank and Mortgagee have entered into that certain Sixth Amendment to Revolving Credit and Security Agreement (the “**Sixth Amendment**”) dated on or about even date herewith, to, among other things, increase the amount of the loan to \$95,000,000.00, as evidenced by one or more amended and restated revolving credit notes dated on or about even date herewith (collectively, as the same may from time to time be amended, restated, extended, renewed, modified, replaced or supplemented, the “**Amended and Restated Notes**”), in favor of each lender named as lender thereunder, which Amended and Restated Notes are incorporated herein by reference and made a part hereof.

WHEREAS, Borrowers have requested, and Mortgagee has agreed, to modify certain terms and provisions contained in the Mortgage, all on the terms and subject to the conditions contained in this Amendment. The Existing Mortgage, as amended by this Amendment is hereinafter referred to as the “Mortgage”, as the same may be amended, restated, supplemented, extended or modified from time to time.

NOW THEREFORE, in consideration of the recitals and the mutual covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee, intending to be legally bound, hereby agree, stipulate and covenant as follows, notwithstanding anything to the contrary contained in the Mortgage:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Capitalized Terms. Capitalized terms not otherwise defined in this Amendment shall have the meaning given to such terms in the Mortgage.

3. Mortgage Amendments. As of the Effective Date, the Mortgage is hereby amended as follows:

3.1 From and after the date of this Amendment, the term “Indebtedness” shall be deemed to include all principal and interest due and payable on the Amended and Restated Notes, as the same may be further amended, supplemented, extended, renewed or modified from time to time.

3.2 From and after the date of this Amendment, the term “Indebtedness Documents” shall be deemed to include the Sixth Amendment, the Amended and Restated Notes, and all documents executed in connection therewith, as such documents may be further assigned, amended, supplemented, extended, renewed or modified from time to time.

3.3 From and after the date of this Amendment, the term “Mortgage” shall be deemed to mean the Existing Mortgage, as amended by this Amendment, as the same may be further amended, supplemented, extended, renewed or modified from time to time.

4. Waiver of Jury Trial. Mortgagor hereby restates and reaffirms in full the waiver of jury trial set forth in Section 41 of the Original Mortgage:

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WAIVER OF JURY TRIAL. THE MORTGAGOR IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THE MORTGAGE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THE MORTGAGE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

5. No Novation. This Amendment is not intended to be and shall not constitute a novation of the secured indebtedness evidenced by the Amended and Restated Notes or any of the other Indebtedness Documents, and this Amendment shall not in any way adversely affect the liens of the Existing Mortgage, as amended to date, and as further amended by this Amendment, as an encumbrance on the Premises. Nothing herein shall be construed as invalidating or releasing any security now or hereafter held for the benefit of Mortgagee.

6. Limitation on Modification. Except as specifically supplemented and amended herein, the terms and conditions of the Mortgage shall remain in full force and effect as executed.

7. Representations and Warranties. (a) The representations and warranties of Mortgagor contained in the Existing Mortgage are, except as may otherwise be stated in this Amendment, the Loan Agreement or the Sixth Amendment: (i) true and correct in all material respects (or true and correct in all respects if qualified by materiality) as of the date of this Amendment (except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct in all material respects (or true and correct in all respects if qualified by materiality) as of such earlier date), and (ii) incorporated into this Amendment by reference; (b) immediately after giving effect to the Sixth Amendment, no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, exists under the Mortgage; (c) no consent, approval, order or authorization of, or registration or filing with, any third party (other than the local recording office for Cook County) is required in connection with the execution, delivery and carrying out of this Amendment or, if required, has been obtained; and (d) this Amendment has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

8. Parties Bound. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors, and permitted assigns.

9. Governing Law. The provisions of this Amendment shall be governed and construed under the laws of the State of Illinois, without regard to conflict of laws principles.

10. Counterparts. This Amendment may be executed by the parties in separate counterparts, all of which executed counterparts shall constitute one and the same agreement.

[Signature Page To Follow]

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IN WITNESS WHEREOF, Mortgagor has entered into this Amendment as of the date and year first written above.

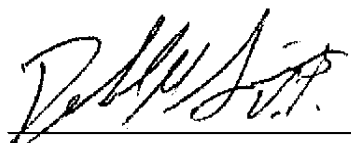
MORTGAGOR:

WITNESS:

901 WEST LAKE STREET LLC,
a Delaware limited liability company

By: 7 Horseshoe Management Inc.,
a Delaware corporation, its Manager


Print Name: Christopher E. Cannon

By: 
Name: Ronald M. Guzior
Title: Vice President


STATE OF Illinois

COUNTY OF Will

ss:

On this, the 12th day of February, 2020, before me, a Notary Public, the undersigned officer, personally appeared Ronald M. Guzior who acknowledged himself to be the Vice President of 7 Horseshoe Management Inc., a Delaware corporation, itself the manager of **901 WEST LAKE STREET LLC**, a Delaware limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation as such officer.

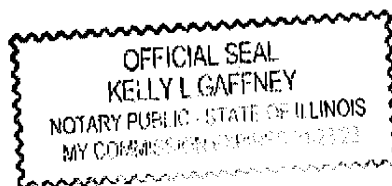
IN WITNESS WHEREOF, I hereunto set my hand and Notarial seal.



Notary Public

My commission expires:

01. 23. 2023



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IN WITNESS WHEREOF, Mortgagee has entered into this Amendment as of the date and year first written above.

MORTGAGEE:

WITNESS:

PNC BANK, NATIONAL ASSOCIATION

Print Name:

By: *Diane Marshall*

Name: Diane Marshall

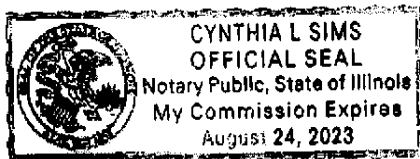
Title: Vice President

STATE OF Illinois)

COUNTY OF Cook)) ss:

On this, the 17th day of February, 2020, before me, a Notary Public, the undersigned officer, personally appeared Diane Marshall who acknowledged herself to be the Vice President of PNC BANK, NATIONAL ASSOCIATION, and that (s)he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said banking association as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and Notary seal.



Cynthia L. Sims
Notary Public

My commission Expires: August 24, 2023

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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF BLOCK 4 IN A.J. STONE'S ADDITION TO MAYWOOD, A SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 15 ACRES THEREOF) IN THE PARTITION OF PARTS OF SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 26, 1980 AS DOCUMENT NUMBER 1310023, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LAKE STREET AND THE WEST LINE OF THE EAST 17 FEET OF LOT 22 (AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT 22); THENCE NORTH ALONG THE WEST LINE OF THE EAST 17 FEET OF LOT 22, EXTENDED NORTHERLY THROUGH A 14-FOOT ALLEY; THENCE CONTINUING NORTH ALONG THE WEST LINE OF THE EAST 10 FEET OF LOTS 27, 28, 29, 30 AND 31, A DISTANCE OF 114.40 FEET TO A POINT THAT IS 3 FEET NORTH OF THE SOUTH LINE OF SAID LOT 31; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 3 FEET OF SAID LOT 31, EXTENDED EASTERLY THROUGH A 14-FOOT ALLEY; THENCE CONTINUING EAST ALONG THE NORTH LINE OF THE SOUTH 3 FEET OF LOT 11 A DISTANCE OF 126.64 FEET TO A POINT ON THE WEST LINE OF 9TH AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF 9TH AVENUE 257.44 FEET TO THE NORTH CORNER OF PROPERTY TAKEN FOR ROADWAY PURPOSES; THENCE SOUTH 53 DEGREES 58 MINUTES 14 SECONDS WEST 52.95 FEET TO THE NORTH LINE OF LAKE STREET; THENCE NORTH 72 DEGREES 04 MINUTES 13 SECONDS WEST ALONG THE NORTH LINE OF LAKE STREET 113.74 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PINS:

15-10-213-037
15-10-213-038
15-10-213-040
15-10-213-042
15-10-213-043
15-10-213-044

Melrose Park
901 W. Lake Street, ~~Chicago~~, IL 60160