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This Document Prepared by and following Recording, Return to:

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EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/25/2020 11:32 AM PG: 1 OF 1

FIRST AMENDMENT TO SECOND MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

(This space for Recorder's use)

This FIRST AMENDMENT TO SECOND MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING is entered into as May 5, 2020 ("First Amendment to Second Mortgage") by and between **TESTA PROPERTIES, LLC**, an Illinois limited liability company (the "Mortgagor") for the benefit of **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, a federally chartered institution ("Mortgagee")

RECITALS:

A. Pursuant to the terms and condition of an Amended and Restated Loan and Security Agreement dated August 15, 2018, (as amended, restated or replaced from time to time, the "Loan Agreement") between Mortgagee and Testa Produce Inc., an Illinois corporation, ("Testa") and certain of its subsidiaries, Mortgagee agreed to make available to Testa a revolving loan in the maximum amount of Seven Million and 00/100 Dollars (\$7,000,000.00) ("Loan"). The Loan was evidenced by a certain Revolving Note dated August 15, 2018 (as amended, restated or replaced from time to time, the "Note") made by Testa and certain of its subsidiaries payable to Mortgagee in the amount of the Loan., among other things,

B. As a condition precedent to funding the Loan, Mortgagee required Mortgagor to execute and deliver that Second Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Second Mortgage") granted by Mortgagor in favor of Mortgagee dated August 15, 2018 and recorded on January 8, 2019 in the office of the Recorder of Deeds of Cook County as Document No.

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1900842048. All documents executed by Mortgagor, Testa and Testa's subsidiaries related to the Loan, including without limitation the Loan Agreement, the Note and the Second Mortgage, hereinafter are referred to as the "Loan Documents."

C. On even date herewith, Testa and its subsidiaries executed Amendment No. 4 to the Amended and Restated Loan and Security Agreement ("Fourth Amendment to Loan Agreement") and a Revolving Note ("2020 Note") which, among other things, increased the maximum principal balance of the Loan from Seven Million and 00/100 Dollars (\$7,000,000.00) to Nine Million and 00/100 Dollars (\$9,000,000.00). This First Amendment to Second Mortgage, the Fourth Amendment to Loan Agreement and the 2020 Note shall also be deemed Loan Documents.

D. As a condition to approving the increase to the Loan described in Recital C, Mortgagee requires the execution of this First Amendment to Second Mortgage by Mortgagor.

E. Mortgagor is an affiliate of Testa and will benefit from the increased funds made available by Mortgagee to Testa under the Fourth Amendment to Loan Agreement and the 2020 Note.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows: (Except as otherwise expressly indicated herein, all capitalized terms used herein and all defined terms used herein shall have the same meanings ascribed to them in the Loan Documents.)

1. Recitals. The Recitals set forth above are incorporated by reference herein with the intent that Mortgagee may rely upon the matters therein recited as representations and warranties of Mortgagor and Mortgagee.

2. Amendment of Loan Amount. The term "Loan" in the Second Mortgage is hereby amended to refer to a revolving loan in the maximum amount of Nine Million and 00/100 Dollars (\$9,000,000.00).

3. Amendment to Subparagraph 37(j). Subparagraph 37(j) of the Second Mortgage is hereby amended and restated to read as follows:

"j. Maximum Indebtedness. Notwithstanding anything contained herein to the contrary, in no event shall the Indebtedness exceed an amount equal to Eighteen Million and 00/100 Dollars (\$18,000,000.00); provided, however, in no event shall Mortgagee be required to advance funds in excess of the Face amount of the 2020 Note."

4. Warranties and Representations. Mortgagor hereby represents and warrants to Mortgagee as follows:

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(a) Mortgagor has the full power and authority to execute and deliver this First Amendment to Second Mortgage, and to perform its respective obligations hereunder. Upon the execution and delivery hereof, this First Amendment to Second Mortgage and the Loan Documents amended hereby shall be valid, binding and enforceable against Mortgagor in accordance with their respective terms. Execution and delivery of this First Amendment Second Mortgage does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Mortgagor is a party or is bound or which is binding upon or applicable to the Premises, or any portion thereof.

(b) No default, event or condition which could become a default with the giving of notice or passage of time, or both, exists under the 2020 Note, Second Mortgage or any of the Loan Documents, all as amended by this Amendment.

(c) There is not any condition, event or circumstances existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Mortgagor or the Property, which could reasonably be expected to result in any material adverse change in the financial condition of Mortgagor or which would prevent Mortgagor from complying with or performing its respective obligations under the Note, Mortgage and the other Loan Documents, all as amended by this Amendment, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

5. Miscellaneous.

(a) Mortgagor hereby ratifies and confirms its respective liabilities and obligations under the Second Mortgage and the Loan Documents, all as amended by this First Amendment to Second Mortgage and the Fourth Amendment to Loan Agreement, and the liens and security interests created thereby, and acknowledge that it does not have any defense, claim or set-off to the enforcement by Mortgagee of the obligations and liabilities of Mortgagor.

(b) This First Amendment to Second Mortgage shall be binding upon the Mortgagor and its respective successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors and assigns.

(c) As amended hereby, the Second Mortgage shall remain in full force and effect in accordance with its respective terms.

(d) This First Amendment to Second Mortgage shall be construed in accordance with and governed by the laws of the State of Illinois.

[Remainder of Page Intentionally Left Blank; Signature Page(s) Follow]

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[Signature Page to Second Amendment to Open-End Mortgage, Security Agreement and UCC Fixture Filing]

IN WITNESS WHEREOF, Mortgagee and Mortgagor has caused this First Amendment to Second Mortgage, Security Agreement Assignment of Leases and Rents and Fixture Filing to be duly executed and delivered as of the date first above written.


MORTGAGEE:

FIFTH THIRD BANK, National Association, a
federally chartered institution

By: _____
Printed Name: R. Ted Keller
Its: Vice President

MORTGAGOR:

TESTA PROPERTIES, LLC,
an Illinois limited liability company

By: 
Printed Name: Peter Testa
Its: Manage

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Peter Testa, the manager of Testa Properties, LLC, an Illinois limited liability company, who acknowledged that Peter Testa did sign the foregoing First Amendment to Second Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing and that the same is the free act and deed of such signatory on behalf of such company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at CHICAGO, Illinois, this 5 day of May, 2020.



Marisol Torres
Notary Public

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**[Signature Page to Second Amendment to
Open-End Mortgage, Security Agreement and UCC Fixture Filing]**

IN WITNESS WHEREOF, Mortgagee and Mortgagor has caused this First Amendment to Second Mortgage, Security Agreement Assignment of Leases and Rents and Fixture Filing to be duly executed and delivered as of the date first above written.

MORTGAGEE:

FIFTH THIRD BANK, National Association, a federally chartered institution

By: Ronald T Keller
Printed Name: R. Ted Keller
Its: Vice President

MORTGAGOR:

TESTA PROPERTIES, LLC,
an Illinois limited liability company

By: _____
Printed Name: Peter Testa
Its: Manager

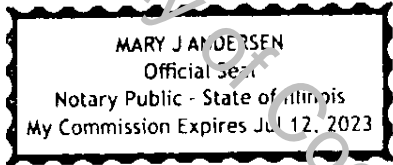
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

BEFORE ME, a Notary Public in and for said County and State, appeared, not in person but by way of electronic mail containing his driver's license as identification, R. Ted Keller, Vice President of Fifth Third Bank, National Association, a federally chartered institution, and thereby acknowledged that he, R. Ted Keller did sign the foregoing First Amendment to Second Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing and that the same is the free act and deed of such signature on behalf of said Bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Orland Park, Illinois, this 5th day of May, 2020.



Mary J. Andersen
Notary Public

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EXHIBIT A LEGAL DESCRIPTION OF PREMISES

A PARCEL OF LAND COMPRISED OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF A PART OF LOT 12 IN STOCK YARD SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF SAID SECTION 5, SAID PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE WHICH IS 976.16 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST 1/2 OF SECTION 5, (SAID PARALLEL LINE BEING ALSO 46.84 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 12 IN STOCK YARDS SUBDIVISION) WITH THE EASTERLY LINE OF SOUTH RACINE AVENUE, (AS SAID SOUTH RACINE AVENUE WAS OPENED PURSUANT TO ORDINANCE PASSED BY THE CITY OF CHICAGO ON MARCH 26, 1968 AND AS THE PROPERTY FOR THE OPENING OF SAID SOUTH RACINE AVENUE ACQUIRED BY CASE NO. 67L14286, FILED SEPTEMBER 2, 1967) SAID POINT OF INTERSECTION BEING 76.30 FEET, AS MEASURED ALONG SAID PARALLEL LINE, EAST OF THE INTERSECTION OF SAID PARALLEL LINE WITH SAID WEST LINE OF SOUTHEAST 1/4 OF SECTION 5, THENCE SOUTH ALONG SAID EASTERLY LINE OF SOUTH RACINE AVENUE, A DISTANCE OF 332.64 FEET TO AN ANGLE POINT IN SAID EASTERLY LINE, THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF SOUTH RACINE AVENUE, A DISTANCE OF 221.57 FEET TO AN INTERSECTION WITH A LINE WHICH IS 423.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE EAST 1/2 OF SECTION 5, SAID PARALLEL LINE BEING ALSO THE WESTWARD EXTENSION OF THE SOUTH LINE OF LOT 11 IN SAID STOCK YARDS SUBDIVISION; THENCE EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 899.06 FEET TO A POINT WHICH IS 399.94 FEET WEST OF THE SOUTHEAST CORNER OF LOT 11 IN SAID STOCK YARDS SUBDIVISION, THENCE NORTHWESTERLY ALONG A CURVED LINE (SAID CURVED LINE BEING THE NORTHEASTERLY LINE OF SAID LOT 12 IN STOCK YARDS SUBDIVISION, SAID CURVED LINE BEING CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 600.00 FEET, AN ARC DISTANCE OF 896.68 FEET TO AN INTERSECTION WITH SAID LINE WHICH IS 976.16 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE EAST 1/2 OF SAID SECTION 5; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 49.46 FEET TO THE POINT OF BEGINNING.

Property Address: 4555 S. Racine Avenue, Chicago, IL

P.I.N.s:

- 20-05-400-028-0000 (formerly partial parcel of 20-05-400-009-000)
- 20-05-400-024-0000 (formerly partial parcel of 20-05-400-015-000)
- 20-05-400-030-0000 (formerly partial parcel of 20-05-400-016-000)

EXHIBIT A-1

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LEGAL DESCRIPTION OF PREMISES

PARCEL 1A:

ALL THAT PART OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, CITY OF CHICAGO AND STATE OF ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT POINT WHICH IS 1023 FEET NORTH OF THE SOUTH LINE AND 123 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF SAID SECTION 5, AND RUNNING THENCE EASTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 999.96 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 600 FEET TO A POINT; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 399.96 FEET TO A POINT; THENCE NORTHWESTERLY ON A CURVED LINE HAVING A RADIUS OF 600 FEET AND CONVEXED TO THE SOUTHWEST TO THE POINT OF BEGINNING (EXCEPT THE NORTH 46.84 FEET MEASURED PERPENDICULAR THEREOF AND EXCEPTING THEREFROM THAT PART OF SAID SECTION 5, BOUNDED AND DESCRIBED AS FOLLOWS. BEGINNING ON A LINE WHICH IS 1122.96 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF EAST 1/2 OF SAID SECTION 5, AT A POINT 976.16 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, AND RUNNING THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 187.71 FEET; THENCE WEST ALONG A LINE WHICH IS 788.45 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, A DISTANCE OF 51.77 FEET, TO THE EAST FACE OF A BRICK WALL OF AN EXISTING 5 STORY BRICK BUILDING; THENCE NORTH ALONG SAID EAST FACE OF BRICK WALL AND ALONG SAID EAST FACE EXTENDED, A DISTANCE OF 187.71 FEET TO ITS INTERSECTION WITH A LINE 976.16 FEET NORTH FROM AND PARALLEL WITH SAID SOUTH LINE OF THE EAST 1/2 OF SECTION 5; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 51.49 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 1B:

AN EASEMENT FOR PASSAGE OF PERSONS, ANIMALS AND VEHICLES AND TO LAY, CONSTRUCT, MAINTAIN, REPAIR AND REPLACE UTILITY LINES AND SEWERS OF ALL TYPES AND DESCRIPTIONS OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE, FOR THE BENEFIT OF PARCEL 1 AND CERTAIN OTHER PARCELS DESCRIBED IN EASEMENT AGREEMENT DATED AUGUST 25, 1969, RECORDED AS DOCUMENT 20992913:

A PARCEL OF LAND IN LOT 12 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 956.46 FEET NORTH FROM THE SOUTH LINE AND 37.14 FEET EAST FROM THE WEST LINE OF SAID EAST 1/2 OF SECTION 5 AND RUNNING THENCE NORTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF

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33.30 FEET TO A POINT WHICH IS 989.69 FEET NORTH FROM THE SOUTH LINE AND 39.45 FEET EAST FROM THE WEST LINE OF SAID EAST 1/2 OF SECTION 5; THENCE EASTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 84.32 FEET TO A POINT 995.32 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5 AND ON THE LINE BETWEEN LOTS 11 AND 12 IN SAID STOCK YARD'S SUBDIVISION, (SAID LINE BETWEEN LOTS 11 AND 12 BEING ALSO THE EASTERLY LINE OF THE LANDS OF THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY); THENCE SOUTHWARDLY ALONG THE LINE BETWEEN LOTS 11 AND 12, SAID LINE BEING THE ARC OF A CIRCLE, CONVEX TO THE WEST AND HAVING A RADIUS OF 600 FEET, A DISTANCE OF 33.00 FEET TO A POINT 962.41 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5 AND THENCE WESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 89.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

Property Address:

4545 S. Racine Avenue, Chicago, IL

4551 S. Racine Avenue, Chicago, IL

P.I.N.s:

20-05-400-017-0000

20-05-400-018-0000