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Karen A. Yarbrough
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SECOND AMENDMENT TO MORTGAGE Recorder's Cover Sheet

Preparer Information:

Thomas D. Johnson
BrownWinick Law Firm
666 Grand Ave, Suite 2000
Des Moines, IA 50309

Taxpayer Information: (name and complete address)

Fleetpark, LLC
2200 Abbott Drive
Carter Lake, IA 51510

Return Document To: (name and complete address)

CIBC Bank USA
Attn: Nolan Stribe
4201 Westown Parkway, Suite 318
West Des Moines, IA 50266

Borrower: Fleetpark, LLC

Lender: CIBC Bank USA

Document or instrument number of previously recorded documents: Document ID No. 1600456082;
Document ID No. 1726346151

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SECOND AMENDMENT TO MORTGAGE

This **SECOND AMENDMENT TO MORTGAGE** (this "Amendment") is effective November 20, 2020 (the "Effective Date") and made by Fleetpark, LLC, a Minnesota limited liability company ("Grantor") and hereby acknowledged and agreed to by CIBC Bank USA, an Illinois banking corporation (formerly known as The PrivateBank and Trust Company) ("Lender").

RECITALS:

WHEREAS, Grantor executed a Mortgage, dated December 17, 2015 and filed of record in the Office of the Cook County Recorder on January 4, 2016, as Document ID No. 1600456082, in favor of Lender, and subject to that certain Modification of Mortgage, dated October 19, 2016 and filed of record in the Office of the Cook County Recorder on September 20, 2017, as Document ID No. 1726346151 (as the same may hereafter be amended, amended and restated, modified, restated, substituted, replaced, or otherwise supplemented from time to time, the "Mortgage"), pertaining to that certain real estate more specifically described on exhibit "A" attached hereto and hereby incorporated by this reference;

WHEREAS, Grantor and Lender previously executed a Business Loan Agreement, dated December 17, 2015 (the "2015 Loan Agreement"), under which Grantor requested Lender to make a loan to Grantor in the principal amount of \$800,000.00, as evidenced by that certain Promissory Note, dated December 17, 2015 (the "2015 Note"), with such Note secured by the Mortgage;

WHEREAS, Grantor and Lender previously executed a Business Loan Agreement, dated October 19, 2016 (the "2016 Loan Agreement"), under which Grantor requested Lender to make a loan to Grantor in the original principal amount of \$1,700,000.00, as evidenced by that certain Promissory Note, dated October 19, 2016 (the "2016 Note"), with such Note secured by the Mortgage;

WHEREAS, Grantor and Lender have entered into that certain Loan Agreement, dated as of November 20, 2020 (amended, amended and restated, modified, restated, substituted, replaced or otherwise supplemented from time to time, the "2020 Loan Agreement" and, together with the 2015 Loan Agreement and the 2016 Loan Agreement, the "Loan Agreements");

WHEREAS, under the 2020 Loan Agreement, Grantor requested Lender to make certain loans to Grantor in the principal amount of \$18,000,000.00 as evidenced by that certain Term Loan Note, dated as of November 20, 2020 (together with any renewals, replacements, substitutions or extensions thereof, the "2020 Note" and, together with the 2015 Note and the 2016 Note, the "Notes");

WHEREAS, in addition to the 2015 Note and the 2016 Note, the parties desire that the Mortgage secure all obligations, debts, and liabilities, plus interest thereon, of Grantor to Lender, which would include the 2020 Note; and

WHEREAS, Grantor desires to amend the Mortgage as provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees:

1. Recitals. The foregoing recitals are hereby incorporated by this reference.

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2. Updated References. From and after the Effective Date:

- a. Any reference to “the Note” in the Mortgage shall refer to “the Notes”.
- b. Any reference to “Default Rate” in the Mortgage shall refer to the highest Default Rate, as allowed by applicable law, under the Loan Agreements and the Notes.
- c. Any reference to the “Loan Agreement” in the Mortgage shall refer to the Loan Agreements.
- d. The reference to the Maximum Lien amount of “\$1,600,000.00” in the first paragraph of the Mortgage shall be deleted and replaced with “\$18,000,000.00”.
- e. Any reference to the “Maturity Date” in the Mortgage shall refer to November 20, 2025.

3. Other Amendments.

- a. Possession and Maintenance of the Property. The following sentences shall be added to the end of the “Possession and Maintenance of the Property” provision of the Mortgage:

“The requirements of this paragraph shall be in addition to, not in lieu of, any possession and maintenance of the Real Property requirements imposed under the Loan Agreements. To the extent of a direct conflict between the requirements of this provision and the possession and maintenance of the Real Property requirements imposed by the Loan Agreements, the stricter requirements shall apply.”

- b. Due on Sale. A “sale or transfer” as used in the “Due on Sale – Consent of Lender” provision of the Mortgage shall also include the transfers prohibited by the Loan Agreements.

- c. Property Damage Insurance. The following sentences shall be added to the end of the “Property Damage Insurance” provision of the Mortgage:

“The requirements of this paragraph shall be in addition to, not in lieu of, any insurance requirements imposed under the Loan Agreements. To the extent of a direct conflict between the requirements of this provision and the insurance requirements imposed by the Loan Agreements, the stricter requirements shall apply.”

- d. Event of Default. An Event of Default under the Loan Agreements shall also be an Event of Default under the Mortgage.

- e. Rights and Remedies on Default. The following sentences shall be added to the end of the “Rights and Remedies” provision of the Mortgage:

“The rights and remedies granted to Lender pursuant to this Section shall be in addition to, not in lieu of, any rights and remedies granted to Lender under the

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Loan Agreements. To the extent of a direct conflict between the requirements of this provision and the rights and remedies granted to Lender by the Loan Agreements, the stricter requirements shall apply.”

- f. The definition of “Note” set forth in the Mortgage shall be deleted in its entirety and replaced with the following:

“The word “Note” means collectively, (i) the promissory note dated December 17, 2015, in the original principal amount of \$800,000.00 from Grantor to Lender (the “2015 Note”), (ii) the promissory note dated October 19, 2016, in the original principal amount of \$1,700,000.00 from Grantor to Lender (the “2016 Note”), and (iii) the promissory note dated November 20, 2020, in the original principal amount of \$18,000,000.00 from Grantor to Lender (the “2020 Note”) (each, a “Note” and collectively, the “Notes”), as modified from time to time, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for such notes or agreements.

4. Guarantor. With respect to the 2020 Note and pursuant to the 2020 Loan Agreement, Pat Salmon & Sons, Inc., an Arkansas corporation and 10 Roads, LLC, a Delaware limited liability company, shall execute and deliver that certain Guaranty of Payment and Performance dated November 20, 2020 (the “2020 Guaranty”) in the amount and under the conditions set forth in the 2020 Guaranty and 2020 Loan Agreement. Eagle Express Lines, Inc. and Hoovestol, Inc.’s respective obligations as Guarantor under the 2015 Loan Agreement and 2016 Loan Agreement, respectively, shall be terminated and released.

5. Representations and Warranties. All of the agreements, acknowledgements, covenants, representations, and warranties of Grantor set forth in the Mortgage, as the same may be amended by this Amendment, are hereby made again, as of the Effective Date, by Grantor, and Grantor represents and warrants to Lender that all of the foregoing are true and correct in all material respects as of the Effective Date. Such agreements, acknowledgements, covenants, representations, and warranties shall survive the execution and delivery of this Amendment and are in addition to, not in lieu of, the agreements, acknowledgements, covenants, representations, and warranties set forth in the Loan Agreement and any other Loan Document, including, without limitation, any covenant or obligation to indemnify.

6. Filing and Recording Fees. Grantor shall pay all filing, registration, and recording fees and all reasonable expenses incident to the execution and acknowledgment of this Amendment, and all federal, state, county, and municipal taxes and other taxes, duties, imposts, assessments, and charges arising out of or in connection with the execution and delivery of this Amendment.

7. Authority. Grantor, and any signatory signing on its behalf, represents and warrants to Lender that Grantor is duly authorized to execute and deliver this Amendment, and perform its obligations hereunder, without the consent or approval of any other person or party, and that the person signing on behalf of Grantor is duly authorized to so sign.

8. Continuing Effect. Except as amended hereby, the Mortgage shall remain in full force and effect, and all terms thereof are hereby confirmed and ratified by Grantor. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Mortgage

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or for any purpose except as expressly set forth herein, or a consent to any further or future action on Grantor's part that would require the waiver or consent of Lender.

9. Miscellaneous. Capitalized terms used, but not defined, herein have the meanings set forth in the Mortgage. To the extent of any conflict between this Amendment and the Mortgage, the terms of this Amendment shall control. The paragraph titles contained in this Amendment are for convenience only and shall not be used to limit the applicability of any provision. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois. If any provision of this Amendment is held to be invalid, unenforceable, or contrary to public policy, in whole or in part, the remaining provisions shall not be affected by such holding. This Amendment may be executed by each party hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which, together, will constitute one and the same instrument.

By signing below, Grantor acknowledges receipt of a copy of this instrument at the time of execution hereof.

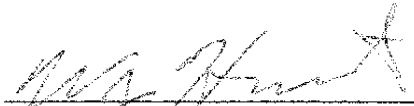
IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

[Signature Page Follows]

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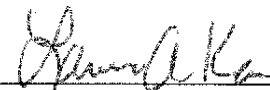
IN WITNESS WHEREOF, Grantor has executed this instrument as of the Effective Date.

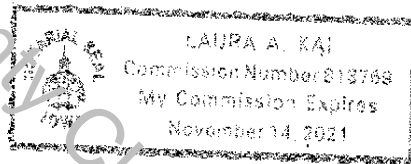
GRANTOR:
FLEETPARK, LLC
A MINNESOTA LIMITED LIABILITY COMPANY

By: 
Wayne Hoovestol, Chief Manager

STATE OF Iowa
COUNTY OF Polk ss:

On this 16th day of November, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Wayne Hoovestol to me personally known, who, being by me duly sworn, did say that he is the Chief Manager of Fleetpark, LLC, a Minnesota limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the aforesaid individual acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.


Notary Public in and for said State
My Commission Expires: 11/14/2021



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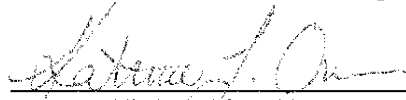
LENDER:

CIBC BANK USA,
AN ILLINOIS BANKING CORPORATION

By: 
Nolan Stribe, Managing Director

STATE OF Illinois
COUNTY OF DeKalb ss:

On this 13th day of November, 2020, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Nolan Stribe to me personally known, who, being by me duly sworn, did say that he is the Managing Director of CIBC Bank USA, an Illinois banking corporation, and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the aforesaid individual acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.


Notary Public in and for said State
My Commission Expires: 3-13-2023



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Exhibit "A"
Legal Description

Lot 1 in Resource Service Subdivision of the West 398.88 feet of the East 998.88 feet of the South 1/2 of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office