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Karen A. Yarbrough

Cook County Clerk

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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING MAIL
TO:

Clark Hill PLC
Attn: Chad M. Poznansky, Esq.
130 E. Randolph Street, Suite 3900
Chicago, Illinois 60601

751 Pratt Boulevard, Elk Grove
Village, Illinois 60007

Tax PINS: 08-34-307-004-0000,
08-34-307-006-0000, 08-34-307-
007-0000

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

THIS EIGHTH AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is entered into as of the 17th day of December, 2020 by RIVERPOINT PROPERTY TRUST, LLC, a Delaware limited liability company, doing business as Riverpoint Property, LLC (the "Mortgagor"), which has its chief executive office located at 2111 Pratt Boulevard, Elk Grove Village, Illinois 60007, in favor of FIRST MIDWEST BANK, an Illinois banking corporation ("Mortgagee"), whose address is 180 North LaSalle Street, Chicago, Illinois 60601.

WITNESSETH:

WHEREAS, Mortgagee previously made certain loans to Mortgagor pursuant to that certain Mortgage Note dated as of April 10, 2015 executed by Mortgagor in favor of Mortgagee (collectively, as amended, restated or modified from time to time, together with all substitutions thereof, the "Mortgage Note");

WHEREAS, KLC Global Services, Ltd, an Illinois corporation ("KLC"), M3 North America, LLC, an Illinois limited liability company ("M3"), and O'Hare Cold, Co., an Illinois corporation ("O'Hare"), previously entered into that certain Loan and Security Agreement dated as of May 31, 2012, as amended (collectively, the "Original Loan Agreement") with Mortgagee, pursuant to which Mortgagee agreed to make loans to KLC, M3 and O'Hare;

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WHEREAS, Mortgagor, KLC, M3, and O'Hare (collectively, the "Affiliated Borrowers"), subsequently entered into that certain Amended and Restated Loan and Security Agreement dated as of December 7, 2017 (the "Restated Loan Agreement") which amended and restated the Original Loan Agreement with Mortgagee, pursuant to which Mortgagee agreed to make loans to the Affiliated Borrowers;

WHEREAS, Affiliated Borrowers and Riverport Empire, LLC, an Illinois limited liability company ("Empire," together with the Affiliated Borrowers, the "Original Borrowers") subsequently entered into that certain First Amendment to that certain Amended and Restated Loan and Security Agreement dated as of May 14, 2018 with Mortgagee (the "First Amendment"), that certain Second Amendment to Amended and Restated Loan and Security Agreement dated May 29, 2019 among the Original Borrowers and the Mortgagee (the "Second Amendment"), that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of May 1, 2020 among the Original Borrowers and the Mortgagee (the "Third Amendment"), and that certain Forbearance Agreement and Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of September 15, 2020 effective as of August 17, 2020 among the Original Borrowers and the Mortgagee (the "Fourth Amendment," the Restated Loan Agreement, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, is hereinafter referred to as the "Existing Loan Agreement"), pursuant to which Mortgagee agreed to make loans to the Original Borrowers;

WHEREAS, pursuant to the terms of the Mortgage Note, Mortgagor executed in favor of Mortgagee that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of April 10, 2015, which was recorded with the Recorder of Deeds of Cook County, Illinois on April 14, 2015 as Document Number 1510413096, as amended by that certain First Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of November 18, 2015, which was recorded with the Recorder of Deeds of Cook County, Illinois on December 7, 2015 as Document Number 1534119100, that certain Second Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of June 20, 2016, which was recorded with the Recorder of Deeds of Cook County, Illinois on January 10, 2017 as Document Number 1701015100, that certain Third Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of December 23, 2016, which was recorded with the Recorder of Deeds of Cook County on January 10, 2017 as Document Number 1701015101, and that certain Fourth Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of November 3, 2017 which was recorded with the Recorder of Deeds of Cook County on November 8, 2017 as Document Number 1731229066, that certain Fifth Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of December 7, 2017, which was recorded with the Recorder of Deeds of Cook County on February 26, 2018 as Document Number 1805749044, that certain Sixth Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of May 14, 2018, which was recorded with the Recorder of Deeds of Cook County on June 22, 2018 as Document Number 1817313045, and that certain Seventh Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of May 29,

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2019, which was recorded with the Recorder of Deeds of Cook County on June 21, 2019 as Document Number 1917233148 (collectively, the "Mortgage"), whereby Mortgagor mortgaged and warranted unto Mortgagee, its successors and assigns, among other things, the real estate located at 751 Pratt Boulevard, Elk Grove Village, Illinois 60007 as legally described on Exhibit A attached hereto (the "Premises"), and all of its estate, right, title and interest therein situated, lying and being in the County of Cook and State of Illinois;

WHEREAS, the Original Borrowers, KLC Brokerage, Incorporated, an Illinois corporation ("KLC Brokerage") and Runway 3 Leasing, LLC, an Illinois liability company ("Runway 3 Leasing," together with the Original Borrowers and KLC Brokerage, the "Borrowers") have agreed to enter into that certain Second Amended and Restated Loan and Security Agreement (the "Loan Agreement"), which Loan Agreement shall amend, restate and replace the Existing Loan Agreement in its entirety, pursuant to which the Mortgagee has agreed to, among other items, advance a new construction loan to the Borrowers under the Loan Agreement and consolidate certain existing loans into one new term loan to be advanced to the Borrowers; and

WHEREAS, as a condition to entering into the Loan Agreement, the Mortgagee requires and Mortgagor has agreed to enter into this Amendment.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Incorporation of the Mortgage. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Mortgage, and the Mortgage to the extent not inconsistent with this Amendment is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Mortgage are inconsistent with the amendments set forth in paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Mortgage shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Mortgage.

(a) Recitals A and B and the first granting paragraph to the Mortgage are hereby amended and restated to read as follows:

"A. Mortgagee has made a certain loan (the "Mortgage Loan") to Mortgagor pursuant to that certain Mortgage Note dated as of April 10, 2015 executed by Mortgagor in favor of Mortgagee (collectively, as amended, restated or modified from time to time, together with all substitutions thereof, the "Mortgage Note"); Mortgagee has made a certain loan (the "Additional Mortgage Loan") to Mortgagor pursuant to that certain Mortgage Note dated as of December 14, 2015 (collectively, as amended, restated or modified from time to time, together with all substitutions thereof, the "Additional Mortgage Note"); Mortgagee has made certain

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loans (the “Affiliate Loans”, together with the Mortgage Loan and the Additional Mortgage Loan, the “Original Loans”) to Mortgagor, KLC Global Services, Ltd, an Illinois corporation (“KLC”), O’Hare Cold, Co., an Illinois corporation (“O’Hare”), M3 North America, LLC, an Illinois limited liability company (“M3”), Riverport Empire, LLC, an Illinois limited liability company (“Empire,” and, together with Mortgagor, KLC, O’Hare and M3, the “Original Borrowers”), pursuant to that certain Amended and Restated Loan and Security Agreement dated as of December 7, 2017, by and among Original Borrowers and Mortgagee as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement dated May 14, 2018 among the Original Borrowers and the Mortgagee, that certain Second Amendment to Amended and Restated Loan and Security Agreement dated May 29, 2019 among the Original Borrowers and the Mortgagee, that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of May 1, 2020 among the Original Borrowers and the Mortgagee, and that certain Forbearance Agreement and Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of August 17, 2020 among the Original Borrowers and the Mortgagee (as amended, the “Existing Loan Agreement”).

B. The Existing Loan Agreement is being amended and restated in its entirety by that certain Second Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated or modified from time to time, together with all substitutions thereof, the “Loan Agreement”) among the Original Borrowers, KLC Brokerage, Incorporated, an Illinois corporation (“KLC Brokerage”), and Runway 3 Leasing, LLC, a Delaware limited liability company (“Runway 3 Leasing,” and together with the Original Borrowers, the “Borrowers”) and the Mortgagee (the “Loan Agreement”), which loans are evidenced by: (i) in connection with a revolving loan, an Amended and Restated Revolving Note dated as of the date hereof in the maximum principal amount of \$4,000,000.00 (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the “Revolving Note”); (ii) in connection with a construction loan, a Construction Note dated as of the date hereof in the maximum principal amount of Five Million Five Hundred Thousand and 00/100 Dollars (\$5,500,000.00) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the “Construction Note”); and (iii) in connection with a consolidation of Term Loan A, Term Loan D, Term Loan E, Term Loan F, Term Loan G, Term Note H, the Mortgage Note and the other Additional

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Mortgage Note into a consolidated loan, an Omnibus Amended and Restated Note dated as of the date hereof in the original principal amount of \$15,764,695.00 (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Omnibus Note"); (the Revolving Note, the Construction Note, and the Omnibus Note, collectively, are sometimes referred to in this Mortgage as the "Notes"). The terms and provisions of the Notes and Loan Agreement are hereby incorporated by reference in this Mortgage. Capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in the Notes and Loan Agreement.

NOW, THEREFORE, in consideration of the (i) revolving loan (the "Revolving Loan") in the maximum principal amount of \$4,000,000.00 evidenced by the Revolving Note; (ii) construction loan (the "Construction Loan") in the maximum principal amount of \$5,500,000.00 evidenced by the Construction Note; and (iii) consolidated loan (the "Consolidated Loan") in the original principal amount of \$15,764,695.00 evidenced by the Omnibus Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure payment of the Revolving Loan, the Construction Loan and the Consolidated Loan (collectively, the "Loans") including, but not limited to, payment of the principal of and interest on the Notes, and to secure the payment of any and all amounts required to be paid and the performance of all covenants, agreements and obligations, including without limitation interest, fees, costs, charges, expenses and other amounts accruing or incurred during a legal proceeding (collectively, the "Obligations"), required to be performed by this Mortgage and the other Loan Documents (as defined in the Loan Agreement), the Mortgagor does hereby MORTGAGE, CONVEY, GRANT, BARGAIN, REMISE, RELEASE, ASSIGN, TRANSFER AND WARRANT unto Mortgagee, its successors and assigns forever, and grant a security interest in, set over and deliver to Mortgagee the parcel of real estate described on Exhibit A attached hereto and all of its estate, right, title and interest therein (collectively, the "Real Estate") situated, lying and being in the City of Elk Grove Village, County of Cook and State of Illinois, together with all of Mortgagor's right, title and interest in and to the following described property now owned or hereinafter acquired (which property, together with the Real Estate, is collectively referred to as the "Premises"): "

(b) The references in Section 16 to maximum principal balance of "THIRTY MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$30,150,000.00)"

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shall be deleted and replaced with "FIFTY MILLION FIVE HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED NINETY (\$50,529,390.00)"

(c) The following Section 47 is hereby added to the Mortgage, to read in its entirety as follows:

"47. Construction Loan.

The Construction Note evidences a debt created by one or more disbursements made by the Mortgagee to the Mortgagor to finance the cost of the construction of certain improvements upon the Real Estate in accordance with the provisions of the Loan Agreement, and this Mortgage is a construction mortgage as such term is defined in Section 9-334(n) of the Code. The terms and conditions recited and set forth in the Loan Agreement are fully incorporated in this Mortgage and made a part hereof, and an Event of Default under any of the conditions or provisions of the Loan Agreement shall constitute a default hereunder. Upon the occurrence of any such Event of Default, the holder of the Construction Note may at its option declare the Indebtedness immediately due and payable, or complete the construction of said improvements and enter into the necessary contracts therefor, in which case all money expended shall be so much additional Obligations and any money expended in excess of the amount of the original principal shall be immediately due and payable with interest until paid at the Default Rate. In the event of a conflict between the terms of the Loan Agreement and this Mortgage, the provisions of the Loan Agreement shall apply and take precedence over this Mortgage."

3. Representations and Warranties. The representations, warranties and covenants set forth in the Mortgage shall be deemed remade and affirmed as of the date hereof by Mortgagor, except that any and all references to the Mortgage in such representations, warranties and covenants shall be deemed to include this Amendment.

4. Acknowledgment and Reaffirmation of the Validity and Enforceability of the Mortgage. Mortgagor expressly acknowledges and agrees that the Mortgage constitutes the legal, valid and binding obligation of Mortgagor enforceable in accordance with its terms by Mortgagee against Mortgagor and Mortgagor expressly reaffirms its obligations under the Mortgage (as amended by this Amendment after giving effect to the execution of the new Term Note). Mortgagor further expressly acknowledges and agrees that Mortgagee has a valid, duly perfected, first priority and fully enforceable security interest in and lien against the Mortgaged Property therein as security for all Obligations Secured, as amended hereby after giving effect to the execution of the new Term Note. Mortgagor agrees that it shall not dispute the validity or enforceability of the Mortgage or any of the other Loan Documents or any of its respective obligations thereunder, or the validity, priority, enforceability or extent of Mortgagee's security interest in or lien against any item of Mortgaged Property, in any judicial, administrative or other proceeding.

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5. Relation Back. It is the intent of Mortgagor and Mortgagee that this Amendment will relate back to and be effective as if adopted on April 10, 2015.

6. Effectuation. The amendments to the Mortgage contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

(Signature Page Follows)

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IN WITNESS WHEREOF, Mortgagor has duly executed this Amendment as of the date first above written.

MORTGAGOR:

RIVERPOINT PROPERTY TRUST, LLC,
a Delaware limited liability company transacting
business under the assumed name of Riverpoint
Property, LLC

By: _____
Name: Michael Radey
Title: Manager

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, Anna Galej, a Notary Public, in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Radey the manager of RIVERPOINT PROPERTY TRUST, LLC, a Delaware limited liability company transacting business under the assumed name of Riverpoint Property, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of November, 2020.

Anna Galej
Notary Public

My Commission Expires: 9/1/22

THIS INSTRUMENT WAS PREPARED
BY AND SHOULD BE RETURNED TO:

Clark Hill PLC
Attn: Chad M. Poznansky, Esq.
130 E. Randolph Street, Suite 3900
Chicago, Illinois 60601



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 72 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 43, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 117 AND 118 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 84, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

751 Pratt Boulevard, Elk Grove Village, Illinois 60007

Tax PINS: 08-34-307-004-0000, 08-34-307-006-0000, 08-34-307-007-0000