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Doc#. 2136307438 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/29/2021 01:26 PM Pg: 1 of 11

This instrument prepared by and
after recording return to:

Bojan Lazic, Esq.
GOLDBERG KOHN LTD.
55 East Monroe Street
Suite 3300
Chicago, Illinois 60603
(312) 201-4000

COURTESY RECORDING
NO TITLE LIABILITY

FIFTH AMENDMENT TO LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (Cook County, Illinois)

THIS FIFTH AMENDMENT TO LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**"), is made as of September 15, 2021 by and between AAA-SCMLA, INC. a Texas corporation ("**Mortgagor**"), and NXT CAPITAL, LLC, a Delaware limited liability company ("**NXT**"), as Agent ("**Agent**") for Lenders (as "**Lenders**" is defined in the Credit Agreement referred to below).

RECITALS

A. Pursuant to the terms of a certain Amended and Restated Credit Agreement dated as of March 20, 2015 (said Amended and Restated Credit Agreement, together with all amendments, supplements, modifications and replacements thereof, being hereinafter referred to as the "**Credit Agreement**") by and among NXT, as Co-Lead Arranger, Joint Bookrunner, a Lender and as Agent for all Lenders, GE Capital Markets, Inc., as Co-Lead Arranger and Joint Bookrunner, Lenders, Automotive Remarketing Group, Inc., a Texas corporation ("**Borrower**"), and certain of Borrower's affiliates, including Mortgagor, as "Guarantors", Agent and Lenders made certain term and revolving loans to Borrower and extended other financial accommodations to Borrower in an aggregate principal amount not to exceed \$192,813,125.01 (the "**Loans**").

B. The Loans are guaranteed by Mortgagor (and certain other parties) and secured by, among other things, that certain Leasehold Mortgage, Security Agreement and Fixture Filing dated as of November 7, 2016 and recorded in the Official Public Records of Cook County, Illinois on November 14, 2016 as Document No. 1631919102, as amended by that certain First Amendment to Leasehold Mortgage, Security Agreement and Fixture Filing dated as of January 27, 2017 and recorded in the Official Public Records of Cook County, Illinois on January 31, 2017 as Document No. 1703149008, that certain Second Amendment to Leasehold Mortgage, Security Agreement and Fixture Filing dated as of March 31, 2017 and recorded in the Official Public Records of Cook County, Illinois on April 20, 2017 as Document No. 1711049059, that certain Third Amendment to Leasehold Mortgage, Security Agreement and Fixture Filing dated as of March 15, 2019 and recorded in the Official Public Records of Cook County, Illinois on March 18, 2020 as Document No. 2007845047 and that certain Fourth Amendment to Leasehold

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Mortgage, Security Agreement and Fixture Filing dated as of May 22, 2020 and recorded in the Official Public Records of Cook County, Illinois on December 18, 2020 as Document No. 2035310047 (as amended, the "**Mortgage**"). A legal description of the real estate encumbered by the Mortgage is attached hereto as **Exhibit A**.

C. On June 9, 2021, the Credit Agreement was amended by that certain Consent and Tenth Amendment to Amended and Restated Credit Agreement by and among, NXT, individually as a Lender and as Agent, the Lenders party thereto, Borrower and certain of Borrower's affiliates, including Mortgagor, as "Guarantors" (the "**Credit Agreement Amendment**"), in order to, among other things, extend the maturity date of the Loans from September 20, 2021 to March 20, 2023. The Loans as amended by the Credit Agreement Amendment are hereinafter referred to as the "**Amended Loans**".

D. The parties hereto desire to amend the Mortgage to give record notice of the changes effected by the Credit Agreement Amendment and to amend the Mortgage to reflect the terms thereof.

AGREEMENTS

1. The Recitals hereto are hereby incorporated by reference into the Mortgage. Capitalized terms used herein without definition shall have the meanings provided in the Mortgage.

2. All references in the Mortgage to the term "Credit Agreement" shall mean the Credit Agreement, as amended by the Credit Agreement Amendment.

3. All references in the Mortgage to the term "Loans" shall mean the Amended Loans.

4. All references in the Mortgage to the "Notes" shall mean the promissory notes (if any) evidencing the Amended Loans from time to time, as the same may be amended, supplemented, modified or replaced from time to time.

5. All references in the Mortgage to September 20, 2021 shall be changed to March 20, 2023.

6. The Mortgage shall remain in full force and effect in accordance with its original terms, as amended by this Amendment.

7. Mortgagor hereby acknowledges, agrees and reaffirms the Mortgage, as amended by this Amendment, as security for the Amended Loans in the maximum aggregate principal amount of \$192,813,125.01 and agrees that the Mortgage continues as a lien on the Property in favor of Agent, subject to the Permitted Liens, and that no part of the foregoing amendments or modifications shall have the effect of releasing, relieving or diminishing any obligations under the Mortgage.

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8. Nothing herein or in the Credit Agreement Amendment or any other instrument or document executed in connection therewith shall constitute a novation of the Loans. It is Mortgagor's and Agent's express intention that the liens, encumbrances and interests conveyed by the Mortgage shall continue without interruption as security for the Loan Parties' Liabilities, including without limitation the Amended Loans.

9. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

(Signature Page Follows)


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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by its duly authorized officers, under seal, as of the day and year first above written.

MORTGAGOR:

AAA-SCMLA, INC., a Texas corporation

By: 
Print Name: Dustin Miller
Its: Secretary

AGENT:

NXT CAPITAL, LLC, a Delaware limited liability company, as Agent

By: _____
Print Name: _____
Its: _____

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by its duly authorized officers, under seal, as of the day and year first above written.

MORTGAGOR:

AAA-SCMLA, INC., a Texas corporation

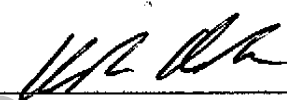
By: _____

Print Name: _____

Its: _____

AGENT:

NXT CAPITAL, LLC, a Delaware limited liability company, as Agent

By:  _____

Print Name: Kirk Hovde

Its: Vice President

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ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Maria K. Nilsson, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Kirk Hovde, the Vice President of NXT CAPITAL, LLC, a Delaware limited liability company, 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 signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of September, 2021.

[Signature]

Notary Public

My Commission Expires:

2/25/2023



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THAT PART OF SAID TRACT SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF TRACT 160.33 FEET NORTH OF THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE SOUTHEASTERLY A DISTANCE OF 70.27 FEET TO A POINT WHICH IS 68.0 FEET EAST (MEASURED PERPENDICULARLY) OF SAID WEST LINE AND 145.55 FEET NORTH (MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF SAID TRACT CONTINUING SOUTHEASTERLY A DISTANCE OF 793.66 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT, WHICH IS 847.84 FEET EAST OF THE SOUTHWEST CORNER THEREOF) AND (EXCEPT THE WEST 33 FEET LYING IN KEELER AVENUE), IN COOK COUNTY, ILLINOIS.

PARCEL F:

THAT PART OF VACATED KARLOV AVENUE (HERETOFORE DEDICATED PER DOCUMENT NO. 95493817) LYING WEST OF AND ADJACENT TO PART OF LOT 2 AND ALL OF LOT 3 IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS, A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3 (AS RECORDED PER DOCUMENT NO. 6375217) AND LYING EAST OF ADJACENT TO ALL OF LOT 4 AND PART OF LOT 5 IN SAID ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS AND LYING NORTH OF THE SOUTH LINE OF SAID LOTS 3 AND 4 AND LYING SOUTH OF THE EXTENSION EAST OF SOUTH LINE OF THE NORTH 211.345 FEET OF SAID LOT 5; ALL IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, VACATED BY PLAT OF VACATION RECORDED MAY 9, 2000 AS DOCUMENT NUMBER 00328882.

Property Address:

14001 S. Karlov Avenue, Crestwood, Illinois 60445

Tax Parcel Identification Number(s):

Parcel:	Tax Identification Numbers:
A1	28-03-204-011-0000 Vol. 25
B1 and part of F	28-03-401-005-0000 Vol. 25
B2 and part of F	28-03-401-008-0000 Vol. 25
B3 and part of F	28-03-401-009-0000 Vol. 25
B6	28-03-401-019-0000 Vol. 25
C	28-03-401-021-0000 Vol. 25
D	28-03-401-022-0000 Vol. 25
E	28-03-401-025-0000 Vol. 25
A2	28-03-401-030-0000 Vol. 25
B4 and part of Parcel F	28-03-404-009-0000 Vol. 25
B5 and the remainder of Parcel F	28-03-404-010-0000 Vol. 25

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EXHIBIT A

Legal Description

PARCEL A1:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF MIDLOTHIAN TURNPIKE AND LYING EAST OF KARLOV AVENUE AS DEDICATED PER DOCUMENT NO. 95493817 AND LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4, WHICH POINT IS 21.73 FEET WEST OF THE SOUTHWESTERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY PER CASE NO. 5858579; THENCE NORTHERLY ALONG A LINE DRAWN 20 FEET SOUTHWESTERLY OF AND CONCENTRIC WITH SAID SOUTHWESTERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY, THENCE SOUTH 73 DEGREES 24 MINUTES 41 SECONDS WEST ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID MIDLOTHIAN TURNPIKE, 51.36 FEET; THENCE

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NORTH 16 DEGREES 35 MINUTES 19 SECONDS WEST 39.32 FEET, TO THE SOUTHERLY LINE OF SAID MIDLOTHIAN TURNPIKE, IN COOK COUNTY, ILLINOIS.

PARCEL A2:

LOT 1 IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS, A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NO. 6375217 ON AUGUST 14, 1918 (EXCEPT THAT PART THEREOF DEDICATED FOR KARLOV AVENUE PER DOCUMENT NO. 95493817 AND EXCEPT THAT PART THEREOF LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 1 WHICH POINT IS 78.23 FEET WEST OF THE SOUTHWESTERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY PER CASE NO. 5858539; THENCE NORTH 25 DEGREES 21 MINUTES 40 SECONDS EAST 40.00 FEET; THENCE NORTH 64 DEGREES 36 MINUTES 20 SECONDS EAST 50.00 FEET, TO A LINE DRAWN 20 FEET SOUTHWESTERLY OF AND CONCENTRIC WITH SAID SOUTHWESTERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY, THENCE NORTHERLY ALONG SAID CONCENTRIC LINE, TO A POINT ON THE NORTH LINE OF SAID LOT 1, WHICH POINT IS 21.73 FEET WEST OF SAID SOUTHWESTERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY) IN COOK COUNTY, ILLINOIS.

PARCEL B1:

LOT 2 IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS, BEING A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE NORTH 64 RODS OF THE SOUTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER LYING SOUTH OF THE CENTER LINE OF MIDLOTHIAN TURNPIKE ALL IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE SOUTH 33 FEET OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER CONVEYED TO THE MIDLOTHIAN AND BLUE ISLAND RAILROAD IN COOK COUNTY, ILLINOIS) (EXCEPT THAT PART OF LOT 2 IN A.T. MCINTOSH'S BLUE ISLAND FARMS SUBDIVISION IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST, ETC., LYING EAST OF A CURVED LINE HAVING A RADIUS OF 5854.58 FEET CONCAVE TO THE NORTHEAST AND INTERSECTING THE NORTHERLY BOUNDARY OF SAID LOT 2 AT A DISTANCE OF 214.36 FEET FROM ITS NORTHEAST CORNER AND INTERSECTING THE SOUTHERLY BOUNDARY OF SAID LOT 2 AT A DISTANCE OF 36.34 FEET FROM ITS SOUTHEAST CORNER ALSO EXCEPT THAT PART OF LOT 2 IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS SUBDIVISION IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST ETC., LYING SOUTHWESTERLY OF A CURVED LINE HAVING A RADIUS OF 5854.58 FEET CONCAVE TO THE NORTHEAST AND INTERSECTING THE NORTHERLY BOUNDARY OF SAID LOT 2 AT A DISTANCE OF 214.36 FEET FROM ITS NORTHEAST CORNER AND INTERSECTING THE SOUTHERLY BOUNDARY OF SAID LOT 2 AT A DISTANCE OF 36.34 FEET FROM ITS SOUTHEAST CORNER AND LYING NORTHEASTERLY OF A LINE AND INTERSECTING THE NORTHERLY BOUNDARY OF SAID LOT 2 AT A DISTANCE OF 265.24 FEET FROM ITS NORTHEAST CORNER AND INTERSECTING THE SOUTHERLY BOUNDARY OF SAID LOT 2 AT A DISTANCE OF 84.77 FEET FROM ITS SOUTHEAST CORNER) AND EXCEPT THEREFROM THAT PART OF KARLOV AVENUE DEDICATED PER DOCUMENT NUMBER 95493817, IN COOK COUNTY, ILLINOIS.

PARCEL B2:

THE NORTH 239.61 FEET OF LOT 3 (EXCEPTING THE EAST 17 FEET THEREOF) IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS, BEING A SUBDIVISION IN THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE NORTH 64 RODS OF THE SOUTHEAST QUARTER AND THAT PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER LYING SOUTH OF THE CENTERLINE OF MIDLOTHIAN TURNPIKE, ALL IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE SOUTH 33 FEET OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER CONVEYED TO MIDLOTHIAN AND BLUE ISLAND RAILROAD) ALSO EXCEPTING THAT PART OF KARLOV AVENUE DEDICATED PER DOCUMENT NUMBER 95493817 IN COOK COUNTY, ILLINOIS AND EXCEPT THAT PART TAKEN BY THE ILLINOIS STATE TOLLWAY.

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PARCEL B3:

LOT 3 (EXCEPT THE NORTH 239.61 FEET THEREOF) IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS, BEING A SUBDIVISION IN THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE NORTH 64 RODS OF THE SOUTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER LYING SOUTH OF CENTERLINE OF MIDLOTHIAN TURNPIKE, ALL IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 17 FEET THEREOF TAKEN FOR CRAWFORD ROAD) AND EXCEPT THAT PART OF KARLOV AVENUE DEDICATED PER DOCUMENT NUMBER 95493817 IN COOK COUNTY, ILLINOIS.

PARCEL B4:

THE SOUTH 300.00 FEET OF LOT 4 IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS, A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NO. 6375217 ON AUGUST 14, 1918 (EXCEPT THE WEST 150.00 FEET THEREOF AND EXCEPT THAT PART THEREOF DEDICATED FOR KARLOV AVENUE PER DOCUMENT NUMBER 95493817) IN COOK COUNTY, ILLINOIS.

PARCEL B5:

LOT 4 (EXCEPT THE SOUTH 100.00 FEET THEREOF) AND LOT 5 (EXCEPT THE NORTH 211.345 FEET THEREOF) IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS, A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NO. 6375217 ON AUGUST 14, 1918 (EXCEPT THAT PART THEREOF DEDICATED FOR KARLOV AVENUE PER DOCUMENT NO. 95493817) IN COOK COUNTY, ILLINOIS.

PARCEL B6:

THE SOUTH 50 FEET OF THE NORTH TWO HUNDRED EIGHTY AND THREE HUNDRED FORTY-FIVE ONE THOUSANDTHS (211.345) FEET OF THE WEST HALF OF LOT FIVE IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE NORTH SIXTY-FOUR (64) RODS OF THE SOUTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER LYING SOUTH OF THE CENTERLINE OF MIDLOTHIAN TURNPIKE ALL IN SECTION THREE (3), TOWNSHIP THIRTY-SIX (36) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE SOUTH THIRTY-THREE FEET (.33) OF THE EAST HALF OF THE SOUTHWEST QUARTER CONVEYED TO THE MIDLOTHIAN AND BLUE ISLAND RAILROAD) IN COOK COUNTY, ILLINOIS.

PARCEL C:

LOT 1 OF KUNTZ SUBDIVISION OF THAT PART OF THE EAST HALF OF THE SOUTH 32 RODS OF THE NORTH 96 RODS OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL D:

LOT 2 IN KUNTZ'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTH 32 RODS OF THE NORTH 96 RODS OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL E:

THE EAST 1/2 OF THE SOUTH 32 RODS OF THE NORTH 96 RODS OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE EAST 300 FEET OF SAID TRACT) AND ALSO EXCEPT THEREFROM