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2217257014

Doc# 2217257014 Fee \$65.00

SHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/21/2022 10:20 AM PG: 1 OF 8

THIS INSTRUMENT PREPARED BY AND
WHEN RECORDED RETURN TO:
Arnold & Porter Kaye Scholer LLP
250 West 55th Street
New York, New York 10019-9710
Attention: Warren J. Bernstein, Esq.

When Recorded Return To:
c/o First American Title Ins. Co.
National Commercial Services
703 Waterford Way, Suite 500
Miami, FL 33126
NCS File No. 1056334A

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

between

SCOUT COLD STORAGE CHICAGO, LLC,
as Mortgagor,

and

BANK OF AMERICA, N.A.,
in its capacity as Administrative Agent,
as Mortgagee

Property Commonly Known As: 4220 South Kildare Avenue
City/County: Chicago, Cook County
State: Illinois

Dated: As of June 14, 2022

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

This **SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this "Amendment") is dated as of June 14, 2022 and entered into by and between **SCOUT COLD STORAGE CHICAGO, LLC**, a Delaware limited liability company ("Mortgagor"), whose address is c/o Scout Cold Logistics, LLC, 2655 LeJeune Road, P2E, Coral Gables, FL 33134, and **BANK OF AMERICA, N.A.**, a national banking association, as administrative agent on behalf of Lenders as hereinafter defined (in such capacity as administrative agent, together with its successors and assigns, including any successor or replacement administrative agent, "Mortgagee") whose address is 110 N. Wacker Drive, Mail Code IL4-110-10-10, Chicago, IL 60606, and is made with reference to that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of June 3, 2021, made by Mortgagor in favor of Mortgagee, recorded in the Land Records of Cook County, Illinois, on June 15, 2021 as Document No. 2116633098, as amended by First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of August 20, 2021, between Mortgagor and Mortgagee, recorded in the Land Records of Cook County Illinois, on August 26, 2021 as Document No. 2123815085 (collectively, the "Mortgage"), which Mortgage encumbers the interest of Mortgagor in the premises described in Exhibit A attached hereto.

RECITALS

WHEREAS, Mortgagor and certain affiliates of Mortgagor, as borrower, Mortgagee and certain lenders ("Lenders") entered into that certain Loan Agreement, dated as of April 28, 2021, as amended by a Joinder Agreement, Reaffirmation and Amendment, dated as of June 4, 2021, a Joinder Agreement, Reaffirmation and Amendment (Pinetree), dated as of July 30, 2021, a First Amendment to Loan Agreement dated as of August 20, 2021, a Joinder Agreement, Reaffirmation and Amendment (City of Industry), dated as of August 25, 2021, a Joinder Agreement, Reaffirmation and Amendment (SNJ), dated as of September 9, 2021, a Joinder Agreement, Reaffirmation and Amendment (IL/IN), dated as of September 23, 2021, a Joinder Agreement, Reaffirmation and Amendment (Salt Lake City), dated as of October 26, 2021, a Joinder Agreement, Reaffirmation and Amendment (Atlanta), dated as of December 16, 2021, a Joinder Agreement, Reaffirmation and Amendment (Newnan), dated as of March 3, 2022, and a Joinder Agreement, Reaffirmation and Amendment (Chicago Greenleaf), dated as of May 18, 2022 (collectively, the "Existing Loan Agreement"), pursuant to which Lenders agreed to make, and Mortgagee agreed to administer, a loan to Mortgagor in the original principal amount of up to \$450,000,000 (the "Existing Loan");

WHEREAS, Mortgagor, Mortgagee and Lenders are entering into a Second Amendment to Loan Agreement dated as of the date hereof (the "Loan Agreement Amendment"), pursuant to which the principal amount of the Existing Loan secured by the Mortgage is being increased by \$100,000,000 to \$550,000,000, subject to an additional increase of \$25,000,000 (the Existing Loan, as so increased, and as it may be so further increased, the "Loan"), and certain other changes are being made to the Existing Loan Agreement, all as more particularly set forth therein;

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WHEREAS, in connection with the increase in the Existing Loan as described above, Mortgagor is executing and delivering certain Second Supplemental Promissory Notes to the respective Lenders, dated as of the date hereof, in the aggregate principal amount of \$100,000,000, and may execute an additional Second Supplemental Promissory Note (C-1) in the principal amount of \$25,000,000 in favor of JPMorgan Chase Bank, N.A. (said notes, including said additional note, if executed, collectively, the "Supplemental Notes"), which Supplemental Notes collectively evidence the \$100,000,000 (subject to increase to \$125,000,000 as aforesaid) increase in the principal amount of the Existing Loan being made pursuant to the Loan Agreement Amendment; and

WHEREAS, the parties desire to amend the Mortgage to secure the increased principal amount of up to \$575,000,000 and otherwise to reflect the terms of the Existing Loan Agreement, as amended by the Loan Agreement Amendment, all as more particularly set forth below;

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendments to the Mortgage. Effective as of the date hereof, the Mortgage is amended as follows. The definition of the term "Loan" is amended so that such term means the Existing Loan as increased by the Loan Agreement Amendment, reflecting the increase in the maximum principal amount of the Existing Loan from \$450,000,000 to \$575,000,000. The obligations secured by the Mortgage shall include, without limitation, all "Obligations" as defined in the Existing Loan Agreement, as amended by the Loan Agreement Amendment. The terms (i) "Loan Agreement", (ii) "Note" and (iii) "Loan Documents" referred to in the Mortgage shall include, respectively, (i) the Loan Agreement Amendment, (ii) the Supplemental Notes and (iii) the Loan Documents as defined in the Loan Agreement Amendment, including all documents executed in connection with the Loan Agreement Amendment, as such documents may hereafter be modified from time to time. In Section 9.15 of the Mortgage, the figure "\$900,000,000" is amended to "\$1,150,000,000", and in Section 9.22 of the Mortgage, the phrase "Four Hundred Fifty Million and No/100 Dollars (\$450,000,000)" is amended to "Five Hundred Seventy-Five Million and No/100 Dollars (\$575,000,000)".

2. Reaffirmation by Mortgagor. Mortgagor hereby:

(a) Agrees and acknowledges that, except as expressly amended herein, each and every term, condition, warranty and provision of the Mortgage shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall be construed to alter or affect the priority of the Mortgage, it being the expressly declared intention of the parties hereto that no novation of the Existing Loan or Mortgage shall be created hereby or that anything herein in any way impair the first priority of the liens and security interests created by the Mortgage.

(b) Agrees and acknowledges that the Mortgage, as modified hereby, is in full force and effect, and constitutes the valid and binding obligation of Mortgagor, enforceable

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against Mortgagor in accordance with its terms, except as enforceability may hereafter be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles.

(c) Represents and warrants that all representations and warranties of Mortgagor set forth in the Mortgage, as modified hereby, are true and correct in all material respects as of the date hereof and shall have the same force and effect as if made on and as of the date hereof, provided that representations and warranties that have changed by virtue of permitted conduct under the Loan Documents over time shall be deemed updated to reflect such conduct.

(d) Represents and warrants that, as of the date hereof, there are no claims, defenses, offsets or counterclaims known to it with respect to any of its obligations under the Mortgage, as amended hereby, and to the extent any such claims, defenses, offsets or counterclaims have arisen, they are hereby waived.

(e) Represents and warrants that it has the power and requisite authority to execute and deliver this Amendment and perform its obligations under the Mortgage, as modified hereby, and has taken all action necessary to authorize it to execute and deliver this Amendment and perform its obligations under the Mortgage, as modified hereby.

(f) Represents and warrants that no consent, approval, authorization or order of any court or Governmental Authorities (as defined in the Existing Loan Agreement) or any third party is required in connection with its respective execution and delivery of this Amendment or to consummate the transactions contemplated by the Mortgage, as modified hereby, other than those obtained on or prior to the date hereof.

3. Headings. The captions, headings and arrangements used in this Amendment are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

4. Severability. No determination by any court or governmental body that any provision of this Amendment or any amendment hereof is invalid or unenforceable in any instance will affect the validity or enforceability of (a) any other provision hereof, or (b) such provision in any circumstance not controlled by such determination. Each such provision will be valid and enforceable to the fullest extent allowed by, and will be construed wherever possible as being consistent with, applicable law.

5. Counterparts. This Amendment may be executed in any number counterparts, with the same effect as if all of the parties had signed the same document. All counterparts shall be construed together and constitute one agreement.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment as of the day and year first above written.

MORTGAGOR:

SCOUT COLD STORAGE CHICAGO, LLC,
a Delaware limited liability company

By: _____

Name: Vincent Signorello
Title: Authorized Signatory

State of FLORIDA §
County of MIAMI DADE §

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Vincent Signorello, an authorized signatory of SCOUT COLD STORAGE CHICAGO, LLC, a Delaware limited liability company, who is 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 the 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 6th day of June, 2022.

Susan Farinas

Notary Public

My Commission Expires:



SUSAN FARINAS
Commission # GG 229915
Expires October 16, 2022
Bonded Thru Budget Notary Service

[signatures continue on following page]

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MORTGAGEE:

BANK OF AMERICA, N.A.,
a national banking association, as
Administrative Agent

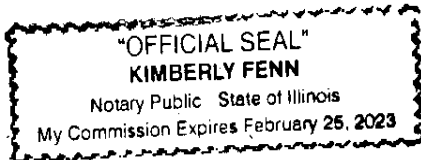
By: *Lori Clark Pehler*

Name: Lori Clark-Pehler
Title: Senior Vice President

State of ILLINOIS §
County of COOK §

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lori Clark-Pehler, a Senior Vice President of BANK OF AMERICA, N.A., a national banking association, who is 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 the 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 1 day of JUNE, 2022.



Kimberly Fenn
Notary Public

My Commission Expires:

February 25, 2023

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Exhibit A - Legal Description

All that parcel or parcels of real property located in the City of Chicago, County of Cook, State of Illinois, and more particularly described as follows:

A TRACT OF LAND BEING A PART OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF DISTRICT BOULEVARD, AND THE WESTERLY RIGHT OF WAY OF KILDARE BOULEVARD, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 667.66 FEET TO THE NORTHERLY RIGHT OF WAY OF 44TH STREET; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 1607.25 FEET TO THE WESTERLY LINE OF THE LANDS CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE CRAWFORD REAL ESTATE DEVELOPMENT COMPANY, PER DOCUMENT 17307420; THENCE NORTH 10 DEGREES 12 MINUTES 59 SECONDS WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 678.43 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 40 MINUTES 59 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 24.41 FEET; THENCE SOUTH 10 DEGREES 12 MINUTES 59 SECONDS EAST A DISTANCE OF 132.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 309.62 FEET AND A CHORD BEARING SOUTH 35 DEGREES 17 MINUTES 35 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 59.17 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 302.00 FEET AND A CHORD BEARING SOUTH 54 DEGREES 57 MINUTES 01 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 151.27 FEET; THENCE SOUTH 67 DEGREES 59 MINUTES 30 SECONDS EAST, A DISTANCE OF 49.29 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET AND A CHORD BEARING 79 DEGREES 02 MINUTES 55 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 111.83 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 35 SECONDS EAST A DISTANCE OF 93.50 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 556.00 FEET AND A CHORD BEARING NORTH 86 DEGREES 43 MINUTES 18 SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 74.53 FEET; THENCE NORTH 81 DEGREES 42 MINUTES 03 SECONDS EAST A DISTANCE OF 70.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 287.37 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 40 MINUTES 59 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 1130.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PIN Nos.:

19-03-101-009-0000
19-03-200-019-0000
19-03-400-091-0000
19-03-400-121-0000
19-03-400-151-0000
19-03-400-152-0000
19-03-400-154-0000
19-03-400-189-0000
19-03-400-190-0000

Property Commonly Known As: 4220 South Kildare Avenue, Chicago, Cook County, Illinois

**COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387**

Property of Cook County Clerk's Office