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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
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This instrument prepared  
and recording requested by,  
and when recorded mail to:

Stephanie L. DeLong, Esq.  
Venable LLP  
575 7<sup>th</sup> Street, N.W.  
Washington, D.C. 20004

This space for recorder's use only

427239165  
DR

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**FIRST AMENDMENT TO  
LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES  
AND RENTS AND SECURITY AGREEMENT**

**(ILLINOIS)  
(Cook County)**

**(One Superior)**

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## FIRST AMENDMENT TO LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (the "**Amendment**") is dated as of the 9th day of February, 2010, by and between **ONE SUPERIOR OWNER LLC**, a Delaware limited liability company, whose address is c/o Brookfield Real Estate Financial Partners LLC, Three World Financial Center, New York, New York 10281-1021, as mortgagor (the "**Borrower**") and **FANNIE MAE**, the body corporate duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq., whose address is c/o Walker & Dunlop, LLC, 7501 Wisconsin Avenue, Suite 1200, Bethesda, Maryland 20814 (the "**Lender**").

Borrower entered into that certain Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement executed by Borrower dated as of August 9, 2007, for the benefit of Column Financial, Inc. (the "**Original Lender**"), recorded on August 21, 2007, as Document No. 0723303045 in the Office of the Recorder of Deeds of Cook County, State of Illinois (as amended, restated, replaced, supplemented or otherwise modified or assigned from time to time, the "**Mortgage**"), as such Mortgage was assigned from Original Lender to Lender, with respect to Borrower's leasehold estate in the real property described in Exhibit A attached hereto and made a part hereof, by that certain Assignment of Security Agreements dated as of November 1, 2007 and recorded on January 31, 2008, as Document No. 0803157130 in the Office of the Recorder of Deeds of Cook County, State of Illinois.

Pursuant to that certain Amended and Restated Loan Agreement dated as of February 9, 2010 (as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), Borrower and Lender have agreed to certain changes as more specifically set forth therein, including but not limited to an extension of the maturity date, and the parties desire to amend the Mortgage to reflect such changes.

NOW, THEREFORE, in consideration of the above and mutual promises contained in this Amendment, the receipt and sufficiency of which are acknowledged, Borrower and Lender agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference as if fully set forth in the body of this Amendment.

2. **Maturity Date.** Section 16.9 of the Mortgage is hereby deleted in its entirety and replaced with the following:

**"Maturity Date.** The loan shall be due and payable in full on or before July 31, 2016."

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3. **Fixture Filing.** Section 16.12(a) of the Mortgage is hereby deleted in its entirety and replaced with the following:

“(a) Name of Debtor: One Superior Owner LLC  
 Debtor’s mailing address: c/o Brookfield Real Estate Financial Partners LLC, Three World Financial Center, New York, New York 10281-1021  
 Debtor’s organizational ID: 4381003  
 Address of property: 1 W. Superior Street, Chicago, IL 60610  
 Name of Secured Party: Fannie Mae  
 Address of Secured Party: c/o Walker & Dunlop, LLC, 7501 Wisconsin Avenue, Suite 1200, Bethesda, Maryland 20814”

4. **Authorized Agent.** In Section 13.1(B) of the Mortgage, the Borrower’s authorized agent identified as “Laurence Gluck, c/o Stellar Management, 156 William Street, New York, New York 10038” is hereby deleted in its entirety and replaced with “Corporation Service Company, 1180 Avenue of the Americas, Suite 210, New York, NY 10036”

5. **Limitation of Amendment.** Except as expressly amended herein, the Mortgage shall remain unchanged and in full force and effect.

6. **Applicable Law.** The provisions of Section 13.1 of the Mortgage (entitled “Governing Law”) are hereby incorporated into this Amendment by this reference to the fullest extent as if the text of such section were set forth in its entirety herein.

7. **Capitalized Terms.** Any capitalized terms used in this Amendment and not specifically defined herein shall have the meanings set forth in the Mortgage and the Loan Agreement.

8. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank.]*

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IN WITNESS WHEREOF, Borrower and Lender have signed and delivered this Amendment or have caused this Amendment to be signed and delivered by its duly authorized representative.

**BORROWER:**

**ONE SUPERIOR OWNER LLC**, a Delaware limited liability company

By: Theresa A Hoyt  
Name: \_\_\_\_\_  
Title: Theresa A Hoyt  
Authorized Signatory

Property of Cook County Clerk's Office

**ACKNOWLEDGMENT**

State of New York )  
County of New York ) ss:

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Theresa A Hoyt, personally known to me to be the \_\_\_\_\_ of ONE SUPERIOR OWNER LLC, a Delaware limited liability company, and 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 to me that s/he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation as her/his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 4<sup>th</sup> day of February, 2010.

Vicki J. Pomroy  
Notary Public  
My Commission Expires: July 11, 2013

Vicki J. Pomroy  
Notary Public, State of New York  
Registration #01PO6130234  
Qualified in Westchester County  
Commission Expires July 11, 2013



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## Exhibit A

### Legal Description

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Chicago, County of Cook, State of Illinois and being more particularly described as follows:

Lots 1, 2, 3 and 4 in Ernest Hess Subdivision as per plat of said subdivision recorded as Document Number 376729,

And Lots 8 to 15 both inclusive, in the subdivision of part of Block 32 and all of Block 49 in Wolcott's Subdivision as per plat recorded as Document Number 52658,

And Lots 1, 2, 3 and 4 (except the North 5.0 feet of the West 76 feet thereof) and Lots 5 and 6 (except the West 76 feet of Lots 5 and 6) and Lot 7 in the subdivision of part of Block 32 as per plat recorded as Document Number 26207,

Also all of the public alleys, vacated by Ordinance recorded January 12, 1976 as Document Number 23351728, all in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-09-213-052 through 035

Commonly known as: 1 W. Superior Street, Chicago, IL 60610