

UNOFFICIAL COPY



1034045076

PREPARED BY AND WHEN RECORDED RETURN TO:

Brian P. Collins, Esq.
Pedersen & Houpt
161 North Clark Street, Suite 3100
Chicago, Illinois 60601

Doc#: 1034045076 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/06/2010 03:05 PM Pg: 1 of 10

This space reserved for Recorders use only.

SIXTH AMENDMENT TO MORTGAGE

THIS SIXTH AMENDMENT TO MORTGAGE (this "Amendment") is EFFECTIVE as of the 1st day of November, 2010, by C&C CAPITAL LLC, an Illinois limited liability company ("Mortgagor"), to and for the benefit of ASSOCIATED BANK, N.A., a national banking association, its successors and assigns ("Mortgagee").

RECITALS:

A. Mortgagor and Mortgagee have previously entered into that certain Loan Agreement dated January 25, 2006, as amended by that certain First Amendment to Loan Agreement dated as of May 18, 2007 ("Original Loan Agreement").

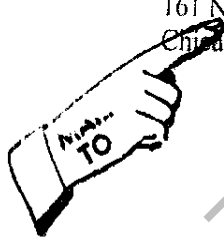
B. The Original Loan Agreement was amended and restated by that certain Amended and Restated Loan Agreement, dated as of July 20, 2007, between Mortgagor and Mortgagee, as amended by that certain (i) First Amendment to Amended and Restated Loan Agreement dated September 18, 2008; (ii) Second Amendment to Amended and Restated Loan Agreement dated September 24, 2009; (iii) Third Amendment to Amended and Restated Loan Agreement dated as of November 1, 2009; and (iv) Fourth Amendment to Amended and Restated Loan Agreement (the "Fourth Amendment") effective as of November 1, 2010 (as further amended and/or modified, collectively, the "Amended Loan Agreement").

C. Mortgagor previously delivered to Mortgagee that certain Mortgage dated as of January 25, 2006 and recorded with the Recorder of Deeds of Cook County, Illinois, on February 7, 2006, as Document No. 0603840211, as amended by that certain First Amendment to Mortgage dated as of October 31, 2006 and recorded with the Recorder of Deeds of Cook County, Illinois, on November 27, 2006, as Document No. 0633144068, that certain Second Amendment to Mortgage dated as of December 5, 2006 and recorded with the Recorder of Deeds of Cook County, Illinois, on January 3, 2007, as Document No. 0700320010, that certain Third Amendment to Mortgage dated as of May 7, 2007 and recorded with the Recorder of Deeds of Cook County, Illinois, on May 15, 2007, as Document No. 0713540226, that certain Fourth Amendment to Mortgage dated as of May 7, 2007 and recorded with the Recorder of Deeds of Cook County, Illinois, on July 5, 2007, as Document No. 0718611100, and that certain Fifth Amendment to Mortgage (the "Fifth Amendment to Mortgage") dated as of July 20, 2007 and

527072v1

Near North National Title
222 N. LaSalle
Chicago, IL 60601

NO 105 2254 for 2-11



UNOFFICIAL COPY

recorded with the Recorder of Deeds of Cook County, Illinois, on August 17, 2007, as Document No. 0722901229 (collectively, the "Mortgage").

D. Mortgagor previously delivered to Mortgagee that certain Revolving Note dated January 25, 2006 (the "Original Note"), in the principal amount of \$4,000,000, which Loan Amount (as defined in the Original Loan Agreement) was later increased to \$4,250,000 pursuant to an amendment to the Original Loan Agreement.

E. Pursuant to the Amended Loan Agreement, the Original Note was amended and restated and Mortgage provided to the Mortgagor those certain Term Loans and Revolving Loan (each as defined in the Amended Loan Agreement), with Mortgagee.

F. Mortgagor has requested that Mortgagee amend certain provisions of the Amended Loan Agreement, pursuant to the terms of the Fourth Amendment.

G. In connection with the Fourth Amendment and the Amended Loan Agreement, Mortgagee is requiring the execution and delivery by Mortgagor of this Amendment to evidence the obligations under the Amended Loan Agreement.

The parties hereby agree as follows:

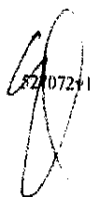
1. The Recitals set forth above are incorporated herein, are acknowledged by Mortgagee to be true and correct and are made a part hereof.
2. The paragraphs (a) and (b) of the Mortgage which describes the Debt pursuant to the Loan Agreement is amended and restated to read as follows:

THE DEBT: This Mortgage secures the following (the "Debt"):

(a) the indebtedness pursuant to that certain Amended and Restated Loan Agreement dated as of July 20, 2007 between Mortgagee and Mortgagor (as the same may have been or may hereafter be amended, extended, restated, modified or supplemented, the "Amended Loan Agreement"), as evidenced by (i) that certain Second Amended and Restated Term Note effective as of November 1, 2010 executed by Mortgagor in favor of Mortgagee in the principal amount of \$1,800,000 (the "Amended and Restated Term Note"); (ii) that certain Secured Fixed Rate Term Note B dated July 20, 2007 executed by Mortgagor in favor of Mortgagee in the principal amount of \$381,778 (the "Term Note B"); and (iii) that certain Secured Fixed Rate Term Note C dated July 20, 2007 executed by Mortgagor in favor of Mortgagee in the principal amount of \$601,250 (the "Term Note C" and collectively with the Amended and Restated Term Note, the Term Note B, the "Notes"); and

(b) the performance of the promises and agreements contained in the Amended Loan Agreement, the Mortgage (as amended), and sums expended by Mortgagee in connection therewith (the Mortgage, the Amended Loan Agreement, the Notes, and all documents described therein, as amended, extended, restated, modified or supplemented, are collectively referred to as the "Loan Documents");

52707241



UNOFFICIAL COPY

3. The Exhibit A of the Fifth Amendment to Mortgage is hereby deleted in its entirety, and the new Exhibit A as attached hereto is inserted in its place and made a part of the Mortgage.

4. Mortgagor ratifies, reaffirms and agrees to be bound by its waivers, guarantees, obligations and liabilities to Mortgagee under the Mortgage and the Loan Documents.

5. The Loan Documents shall remain and continue to be the valid and binding obligation of Mortgagor and Mortgagor acknowledges and agrees that the Loan Documents have not been discharged to any extent and no rights or remedies of Mortgagee thereunder have been waived by Mortgagee's acceptance of this Amendment.

6. From and after the date of this Amendment, all terms used in the Loan Documents which are defined in the Loan Agreement and/or the Mortgage shall be deemed to refer to such terms as amended by this Amendment.

7. Except as amended by this Amendment, the Mortgage is in full force and effect.

8. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Amended Loan Agreement and/or the Mortgage.

9. This Amendment shall be binding on the Mortgagor, its successors and assigns, and shall inure to the benefit of the Mortgagee, and its successors and assigns.

6. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois (without giving effect to Illinois conflicts or choice of law provisions).

[Signature Page Follows]



527072v1

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this Sixth Amendment to Mortgage, the day and year first above written.

C&C CAPITAL LLC

By: 

Name: EMILIO V. CARRELLA

Title: PRESIDENT

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Enrique Capella, the President of C&C Capital LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, 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 22 day of November, 2010.

Mary Ann Schott
Notary Public

My commission expires: 03-25-2011



UNOFFICIAL COPY**EXHIBIT A**LEGAL DESCRIPTION**THE LANCASTER CONDOMINIUM UNITS****ADDRESS:**

201 North Westshore Drive
Chicago, Illinois 60601

PERMANENT TAX IDENTIFICATION NUMBER

17-10-400-024

UNIT 2905:

Unit 2905 and Parking Space Units P-156 and P-157 in The Lancaster Condominium as delineated on a Survey of the following described parcel of real estate:

Lot 11 in Lakeshore East Subdivision of part of the unsubdivided lands lying east of adjoining Fort Dearborn Addition to Chicago, said addition being in the Southwest fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded March 4, 2003 as document 0030301045, in Cook County, Illinois.

Which Plat of Survey is attached as Exhibit A to the Declaration of Condominium recorded November 19, 2004 as document number 0432427093 as amended from time to time, together with their undivided percentage interest in the Common Elements.

UNIT PIN #: 17-10-400-031-1204

UNIT 2705:

Unit 2705, and Parking Space Units P-149 and P-150 in The Lancaster Condominium as delineated on a Survey of the following described parcel of real estate:

Lot 11 in Lakeshore East Subdivision of part of the unsubdivided land lying east of adjoining Fort Dearborn Addition to Chicago, said addition being in the Southwest fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded March 4, 2003 as document 0030301045, in Cook County, Illinois.

Which Plat of Survey is attached as Exhibit A to the Declaration of Condominium recorded November 19, 2004 as document number 0432427093, as amended from time to time, together with their undivided percentage interest in the Common Elements.

UNIT PIN #: 17-10-400-031-1189

UNOFFICIAL COPY

THE REGATTA CONDOMINIUM UNITS

ADDRESS

420 East Waterside Drive
Chicago, Illinois 60601

PERMANENT TAX IDENTIFICATION NUMBER

17-10-318-048
17-10-400-019

UNIT 903:

Parcel 1: Unit 903 and Parking Space Unit P-71, together with the exclusive right to use Storage Space S-350 a limited common element, in The Regatta Condominium, as delineated and defined in the plat of survey of the following described parcels of real estate:

Lot 6 and the East 20 feet of Lot 5 in Lakeshore East subdivision of part of the unsubdivided lands lying East of and adjoining Fort Dearborn Addition to Chicago, said addition being in the Southwest Fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded March 4, 2003 as document 0030301045, in Cook County, Illinois.

Which Survey is attached as Exhibit A to the Declaration of Condominium recorded August 15, 2006 as document number 0622717054, as amended from time to time, together with their undivided percentage interest in the common elements.

Parcel 2: Non-exclusive easements appurtenant to and for the benefit of Parcel 1, including easements for access to improvements being constructed over temporary construction easement areas, for pedestrian and vehicular ingress and egress on, over, through and across the streets, and to utilize the utilities and Utility Easements, all as more particularly defined, described and created by Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East made by and between Lakeshore East LLC, Lakeshore East Parcel P LLC, and ASN Lakeshore East LLC dated as of June 26, 2002 and recorded July 2, 2002 as document 0020732020, as amended from time to time.

Parcel 3: Non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by the Declaration of Easements, Reservations, Covenants and Restrictions recorded August 15, 2006 as document number 0622717053 for support, common walls, ceilings and floors, equipment and utilities, ingress and egress, maintenance and encroachments, over the land described therein. (Said burdened land commonly referred to in the aforementioned Declaration as the "Retail Parcel.")

UNIT PIN #: 17-10-400-035-1088

527072v1

UNOFFICIAL COPY**UNIT 1005:**

Parcel 1: Unit 1005 and Parking Space Units P-13, together with the exclusive right to use Storage Spaces S-255, limited common elements, in The Regatta Condominium, as delineated and defined on the plat of survey of the following described parcels of real estate:

Lot 6 and the East 20 feet of Lot 5 in Lakeshore East subdivision of part of the unsubdivided lands lying East of and adjoining Fort Dearborn Addition to Chicago, said addition being in the Southwest Fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded March 4, 2003 as document 0030301045, in Cook County, Illinois.

Which Survey is attached as Exhibit A to the Declaration of Condominium recorded August 15, 2006 as document number 0622717054, as amended from time to time, together with their undivided percentage interest in the common elements.

Parcel 2: Non-exclusive easements appurtenant to and for the benefit of Parcel 1, including easements for access to improvements being constructed over temporary construction easement areas, for pedestrian and vehicular ingress and egress on, over, through and across the streets, and to utilize the utilities and Utility Easements, all as more particularly defined, described and created by Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East made by and between Lakeshore East LLC, Lakeshore East Parcel P LLC, and ASN Lakeshore East LLC dated as of June 26, 2002 and recorded July 2, 2002 as document 0020732020, as amended from time to time.

Parcel 3: Non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by the Declaration of Easements, Reservations, Covenants and Restrictions recorded August 15, 2006 as document number 0622717053 for support, common walls, ceilings and floors, equipment and utilities, ingress and egress, maintenance and encroachments, over the land described therein. (Said burdened land commonly referred to in the aforementioned Declaration as the "Retail Parcel.").

UNIT PIN #: 17-10-400-035-1101

UNIT 1914:

Parcel 1: Unit 1914 and Parking Space Unit P-9, together with the exclusive right to use Storage Space S-51, a limited common element, in The Regatta Condominium, as delineated and defined on the plat of survey of the following described parcels of real estate:

Lot 6 and the East 20 feet of Lot 5 in Lakeshore East subdivision of part of the unsubdivided lands lying East of and adjoining Fort Dearborn Addition to Chicago, said addition being in the Southwest Fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded March 4, 2003 as document 0030301045, in Cook County, Illinois.

UNOFFICIAL COPY

Which Survey is attached as Exhibit A to the Declaration of Condominium recorded August 15, 2006 as document number 0622717054, as amended from time to time, together with their undivided percentage interest in the common elements.

Parcel 2: Non-exclusive easements appurtenant to and for the benefit of Parcel 1, including easements for access to improvements being constructed over temporary construction easement areas, for pedestrian and vehicular ingress and egress on, over, through and across the streets, and to utilize the utilities and Utility Easements, all as more particularly defined, described and created by Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East made by and between Lakeshore East LLC, Lakeshore East Parcel P LLC, and ASN Lakeshore East LLC dated as of June 26, 2002 and recorded July 2, 2002 as document 0020732020, as amended, from time to time.

Parcel 3: Non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by the Declaration of Easements, Reservations, Covenants and Restrictions recorded August 15, 2006 as document number 0622717053 for support, common walls, ceilings and floors, equipment and utilities ingress and egress, maintenance and encroachments, over the land described therein. (Said burdened land commonly referred to in the aforementioned Declaration as the "Retail Parcel.")

UNIT PIN #: 17-10-400-035-1106

UNIT 3612:

Parcel 1: Unit 3612 and Parking Space Unit P-68, together with the exclusive right to use Storage Space S-68, a limited common element, in The Regatta Condominium, as delineated and defined in the plat of survey of the following described parcels of real estate:

Lot 6 and the East 20 feet of Lot 5 in Lakeshore East subdivision of part of the unsubdivided lands lying East of and adjoining Fort Dearborn Addition to Chicago, said addition being in the Southwest Fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded March 4, 2003 as document 0030301045, in Cook County, Illinois.

Which Survey is attached as Exhibit A to the Declaration of Condominium recorded August 15, 2006 as document number 0622717054, as amended from time to time, together with their undivided percentage interest in the common elements.

Parcel 2: Non-exclusive easements appurtenant to and for the benefit of Parcel 1, including easements for access to improvements being constructed over temporary construction easement areas, for pedestrian and vehicular ingress and egress on, over, through and across the streets, and to utilize the utilities and Utility Easements, all as more particularly defined, described and created by Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East made by and between Lakeshore East LLC, Lakeshore East Parcel P LLC, and ASN Lakeshore East LLC dated as of June 26, 2002 and recorded July 2, 2002 as document 0020732020, as amended, from time to time.

UNOFFICIAL COPY

Parcel 3: Non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by the Declaration of Easements, Reservations, Covenants and Restrictions recorded August 15, 2006 as document number 0622717053 for support, common walls, ceilings and floors, equipment and utilities, ingress and egress, maintenance and encroachments, over the land described therein. (Said burdened land commonly referred to in the aforementioned Declaration as the "Retail Parcel.")

UNIT PIN #: 17-10-400-035-1292

UNIT 3712:

Parcel 1: Unit 3712 and Parking Space Unit P-8, together with the exclusive right to use Storage Space S-59 a limited common element, in The Regatta Condominium, as delineated and defined on the plat of survey of the following described parcels of real estate:

Lot 6 and the East 20 feet of Lot 5 in Lakeshore East subdivision of part of the unsubdivided lands lying East of and adjoining Fort Dearborn Addition to Chicago, said addition being in the Southwest Fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded March 4, 2003 as document 0030301045, in Cook County, Illinois.

Which Survey is attached as Exhibit A to the Declaration of Condominium recorded August 15, 2006 as document number 0622717054, as amended from time to time, together with their undivided percentage interest in the common elements.

Parcel 2: Non-exclusive easements appurtenant to and for the benefit of Parcel 1, including easements for access to improvements being constructed over temporary construction easement areas, for pedestrian and vehicular ingress and egress on, over, through and across the streets, and to utilize the utilities and Utility Easements, all as more particularly defined, described and created by Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East made by and between Lakeshore East LLC, Lakeshore East Parcel P, LLC, and ASN Lakeshore East LLC dated as of June 26, 2002 and recorded July 2, 2002 as document 0020732020, as amended, from time to time.

Parcel 3: Non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by the Declaration of Easements, Reservations, Covenants and Restrictions recorded August 15, 2006 as document number 0622717053 for support, common walls, ceilings and floors, equipment and utilities, ingress and egress, maintenance and encroachments, over the land described therein. (Said burdened land commonly referred to in the aforementioned Declaration as the "Retail Parcel.")

UNIT PIN #: 17-10-400-035-1297