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MAIL TO:  
LAW TITLE INSURANCE  
2900 OGDEN STE 101  
LISLE IL 60532



Doc#: 1100657117 Fee: \$60.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/06/2011 01:10 PM Pg: 1 of 13

THIS INSTRUMENT PREPARED BY,  
RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Sheppard, Mullin, Richter & Hampton LLP  
30 Rockefeller Plaza, 24<sup>th</sup> Floor  
New York, New York 10112  
Attention: David J. D'Amour, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

07LT3166

Asset Name: Chicago Homewood Suites  
County, State: Cook County, IL

## AMENDMENT TO MORTGAGE (Cook County, Illinois)

This Amendment to Mortgage (this "Amendment") is entered into as of December 15, 2010, by and between W2007 EQUITY INNS REALTY, LLC, a Delaware limited liability company (the "Borrower"), having an address at 200 West Street, New York, New York 10282, and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, having an address at c/o GE Real Estate, 500 West Monroe, Chicago, Illinois 60661 (together with its successors and assigns as the holder of the Mortgage, "Lead Lender"), as the current holder of the Mortgage (defined below) for the benefit of itself and the other lenders party to the Loan Agreement (defined below) (Lead Lender and such other lenders, together with their successors and assigns, being collectively referred to herein as "Lenders").

## RECITALS

A. Pursuant to that certain Loan Agreement, dated as of October 25, 2007, between Goldman Sachs Mortgage Company, a New York limited partnership ("Original Lender") and Borrower, as amended by that certain First Omnibus Amendment of Loan Documents, dated February 11, 2008, and as further amended by that certain Second Amendment of Loan Documents, dated as of April 2, 2008, each between Original Lender and Borrower (the Original Loan Agreement, as so amended and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Original Lender made a loan to Borrower (the "Loan"). Capitalized terms used in this

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Agreement and not defined shall have the meanings assigned to such terms in the Loan Agreement.

B. The Loan is secured by, among other things, the mortgage described in Exhibit "A" attached hereto and incorporated herein by this reference (as amended, the "**Mortgage**"), which Mortgage encumbers certain real and personal property more particularly described therein (collectively, the "**Property**").

C. Since the date of the Mortgage, Borrower has acquired all of the right, title and interest of ENN Leasing Company, Inc., a Tennessee corporation, in the Property, and Borrower is currently the sole owner of fee simple title to the Property.

D. As of May 28, 2008, the original note evidencing the Loan in the original principal amount of \$1,149,000,000 (the "**Original Note**") was subdivided into ten separate note components as follows: (i) a note representing a senior interest in the Loan pari passu with that of Note A-1B, Note A-1C and Note A-2 (each as hereafter defined) in the stated principal amount of \$555,000,000 (as amended, restated, supplemented, replaced or otherwise modified from time to time, "**Note A-1A**"); (ii) a note representing a senior interest in the Loan pari passu with that of Note A-1A, Note A-1C and Note A-2 in the stated principal amount of \$100,000,000 (as amended, restated, supplemented, replaced or otherwise modified from time to time, "**Note A-1B**"); (iii) a note representing a senior interest in the Loan pari passu with that of Note A-1A, Note A-1B and Note A-2 in the stated principal amount of \$60,000,000 (as amended, restated, supplemented, replaced or otherwise modified from time to time, "**Note A-1C**"; and together with Note A-1A and Note A-1B, collectively, "**Note A-1**"); (iv) a note representing a senior interest in the Loan pari passu with that of Note A-1 in the stated principal amount of \$100,000,000 (as amended, restated, supplemented, replaced or otherwise modified from time to time, "**Note A-2**"; and together with Note A-1, collectively, "**Note A**"); (v) a note representing an interest in the Loan subordinate to that of Note A, but pari passu with that of Note B-1B1, Note B-1B2 and B-1B3 (each as hereinafter defined), in the stated principal amount of \$134,000,000 (as amended, restated, supplemented, replaced or otherwise modified from time to time, "**Note B-1A**"); (vi) a note representing an interest in the Loan subordinate to that of Note A, but pari passu with that of Note B-1A, Note B-1B2 and B-1B3 in the stated principal amount of \$25,841,188.68 (as amended, restated, supplemented, or otherwise modified from time to time, "**Note B-1B1**"); (vii) a note representing an interest in the Loan subordinate to that of Note A, but pari passu with that of Note B-1A, B-1B1 and B-1B3 in the stated principal amount of \$15,784,439.23 (as amended, restated, supplemented, or otherwise modified from time to time, "**Note B-1B2**"); (viii) a note representing an interest in the Loan subordinate to that of Note A, but pari passu with that of Note B-1A, Note B-1B1 and Note B-1B2 in the stated principal amount of \$41,625,627.91 (as amended, restated, supplemented, or otherwise modified from time to time, "**Note B-1B3**"; and together with Note B-1A, Note B-1B1, Note B-1B2 and Note B-1B3, collectively, "**Note B-1B**"; and together with Note B-1A, collectively, "**Note B-1**"); (ix) a note representing an interest in the Loan subordinate to that of Note A and Note B-1, but pari passu with that of Note B-2B (as hereinafter defined), in the stated principal amount of \$40,000,000 (as amended, restated, supplemented, replaced or otherwise modified from time to time, "**Note B-2A**") and (x) a note representing an interest in the Loan subordinate to that of Note A and Note B-1, but pari passu with that of Note B-2A, in the stated principal amount of \$60,000,000 (as amended, restated, supplemented, replaced or otherwise modified from time to

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time, "**Note B-2B**"; and together with Note B-2A, collectively, "**Note B-2**") (Note A, Note B-1 and Note B-2 being collectively referred to herein as the "**Notes**").

E. Pursuant to that certain Assignment and Assumption Agreement dated as of May 28, 2008, Original Lender assigned all of its right, title and interest in and to Note A-1A to Lead Lender.

F. Subject to the terms and conditions contained in that certain Third Omnibus Amendment to Loan Documents (Mortgage Loan) of even date herewith ("**Third Amendment**"), Borrower and Lenders have agreed to modify certain terms and provisions relating to the Loan. Among other things, Lenders have agreed to extend the maturity date of the Loan to the Payment Date (as defined in the Loan Agreement) in November, 2012, provide additional extensions of the Loan term subject to the satisfaction of certain conditions precedent, and increase the interest rate(s) applicable to the Loan.

G. As used in this Agreement, the term "**Prior Amendments**" means any and all amendments and modifications of any of the Loan Documents referenced in Recital A or in Exhibit "A" attached hereto, and any and all other written amendments and modifications to any of the Loan Documents entered into on or before the date hereof between the Borrower, on the one hand, and the Lenders or the Lead Lender (on behalf of the Lenders), on the other hand. As used in this Agreement, the term "**Loan Documents**" means the Loan Agreement, the Notes, the Mortgage, the other "Loan Documents" described in the Loan Agreement, the Prior Amendments, this Agreement and the Third Amendment.

H. As a condition to entering into the Third Amendment, Lenders have required that Borrower enter into this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and acceptance of which are hereby acknowledged, Borrower and Lead Lender hereby amend the Mortgage and other collateral documents as follows:

## AGREEMENT

1. The Third Amendment is incorporated in this Amendment by reference, as though set forth in full herein.

2. On and subject to the terms and conditions of the Third Amendment, Lenders have agreed to, among other things, extend the maturity date of the Loan to the Payment Date (as defined in the Loan Agreement) in November, 2012, provide additional extensions of the Loan term subject to the satisfaction of certain conditions precedent, and increase the interest rate(s) applicable to the Loan.

3. The Mortgage is hereby amended as follows: (a) in addition to all other indebtedness and obligations secured thereby, the Mortgage shall secure all indebtedness and obligations of Borrower under the Loan Agreement and the other Loan Documents, as amended by the Prior Amendments and the Third Amendment; and (b) all references in the Mortgage to any Loan Document shall be deemed to refer to such Loan Document as modified by the Prior

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Amendments and by the Third Amendment; and (c) the Pledged Lease (as defined in the Mortgage) has been terminated. The Property is and shall remain subject to and encumbered by the lien, charge and encumbrance of the Mortgage, and nothing herein contained shall affect or be construed to affect the lien or encumbrance of the Mortgage or the priority thereof over other liens or encumbrances.

4. Borrower hereby confirms and ratifies all of the terms and provisions of the Loan Documents existing as of the date hereof, and any other document or instruments executed and delivered in connection herewith, all of which shall remain in full force and effect as amended to date.


5. This Amendment may be executed in any number of counterparts, all of which shall be considered one and the same instrument. The original, executed signature and acknowledgment pages of exact copies of this Amendment may be attached to one of such copies to form one document.

*[Remainder of page intentionally left blank]*

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IN WITNESS WHEREOF, Borrower and Lead Lender have executed this Amendment as of the day and year first set forth above.

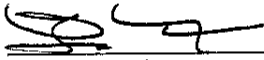
Witness:

  
\_\_\_\_\_  
*Tanya Wong*  
Printed Name

"Borrower":

**W2007 EQUITY INNS REALTY, LLC,**  
a Delaware limited liability company

By: W2007 Equity Inns Senior Mezz, LLC,  
a Delaware limited liability company  
its Manager

By:   
\_\_\_\_\_  
Name: Greg Fay  
Title: Authorized Signatory

Property of Cook County Clerk's Office

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Witness:

Y Maria Y Michalak

Maria Michalak

Printed Name

"Lead Lender":

**GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation

By: Renetta Lieske

Name: Renetta Lieske

Title: Authorized Signatory

Property of Cook County Clerk's Office

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## EXHIBIT "A"

### DESCRIPTION OF MORTGAGE

That certain Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing, dated as of October 25, 2007, made by W2007 Equity Inns Realty, LLC, and ENN Leasing Company, Inc., in favor of Mortgage Electronic Registration Systems, Inc., as nominee of Goldman Sachs Mortgage Company and recorded in the official public records of Cook County, Illinois, as Document Number 0733348068.

Property of Cook County Clerk's Office

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## ACKNOWLEDGMENT OF BORROWER

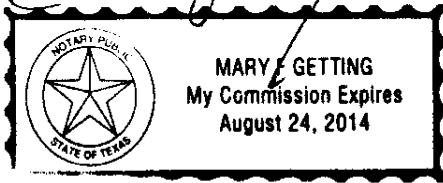
STATE OF Texas )  
COUNTY OF Tarrant )

On 12-15-2010, before me, Mary F Getting, a Notary Public, personally appeared Gregory who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary F Getting



County of Tarrant Clerk's Office



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## ACKNOWLEDGMENT OF LEAD LENDER

STATE OF Illinois :  
 : ss.  
COUNTY OF Cook :

On this, the 16th day of December, 2010, before me, a notary public, the undersigned officer, personally appeared Renetta Lieske, who acknowledged herself to be the Authorized Signatory of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, and that she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.

Kathleen M. Fox  
Notary Public

Name: Kathleen M. Fox  
Commission Expires: 09/01/2013

[seal]



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## QUITCLAIM (JOINDER)

The undersigned, having executed the Mortgage together with Borrower as "Mortgagor", hereby affirms that the Pledged Lease described in Exhibit C attached to the Mortgage has been terminated and affirmatively remises, releases and forever quitclaims to Borrower all of its right, title and interest in and to the Property.

ENN LEASING COMPANY, INC.,  
a Tennessee corporation

By:   
Name: Greg Fay  
Title: Authorized Signatory

Witness:

  
\_\_\_\_\_  
Tanya Wong  
Printed Name

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## ACKNOWLEDGMENT OF JOINDER PARTY

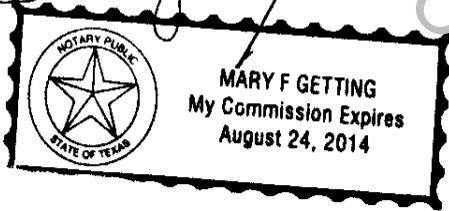
STATE OF Texas )  
COUNTY OF Dallas )

On 10-15-2010, before me, Mary F Getting, a Notary Public, personally appeared Alex Fom who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary F Getting



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## Exhibit A

### Legal Description

LOTS 2, 2A, 2B, 2C, 2D, AND 2E IN NORTH BRIDGE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE OF RECORDED DECEMBER 22, 2005 AS DOCUMENT NUMBER 0535603099, SITUATED IN COOK COUNTY, ILLINOIS.

#### ALSO KNOWN AS:

LOTS 2, 2A, 2B, 2C, 2D AND 2E IN NORTH BRIDGE SUBDIVISION, BEING A SUBDIVISION OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

#### PARCEL 1:

SUBLOTS 1 TO 4, BOTH INCLUSIVE, AND A TRACT OF LAND MARKED PRIVATE ALLEY WEST OF AND ADJOINING SAID SUB-LOTS 3 AND 4, ALL IN E. C. LARNED'S SUBDIVISION OF LOTS 1 AND 2 AND THE EAST 1/2 OF LOT 3 IN BLOCK 23 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

THE WEST 1/2 OF LOT 3 AND ALL OF LOT 4 IN BLOCK 23 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 1 TO 5, IN HALE'S SUBDIVISION OF LOT 7 AND THE WEST 1/2 OF LOT 8 IN BLOCK 23 IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

LOTS 9 AND 10 AND THE EAST 1/2 OF LOT 8 IN BLOCK 23 IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

LOTS 5 AND 6 IN THE SUBDIVISION OF BLOCK 23 IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 1, 2, 3, 4 AND 5 (EXCEPT THE WEST 5 FEET OF LOTS 1, 2, 3 AND 4 RESERVED FOR PRIVATE ALLEY) IN EDWIN A. RICE'S SUBDIVISION OF LOTS 11 AND 12 IN BLOCK 23 IN KINZIE'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

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THE WEST 5 FEET OF LOTS 1, 2, 3 AND 4 RESERVED FOR PRIVATE ALLEY IN EDWIN A. RICE'S SUBDIVISION OF LOTS 11 AND 12 IN BLOCK 23 IN KINZIE'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

### VACATED ALLEY:

ALL OF THE EAST-WEST 18 FOOT PUBLIC ALLEY VACATED BY ORDINANCE RECORDED APRIL 29, 1998 AS DOCUMENT NUMBER 98348681 LYING SOUTH OF THE SOUTH LINE OF LOTS 4 TO 6, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCK 23 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE WEST 1/2 OF LOT 3 IN SUBDIVISION OF BLOCK 23 AFORESAID; LYING SOUTH OF THE SOUTH LINE OF LOT 4 IN E. C. LARNED'S SUBDIVISION OF LOTS 1 AND 2 AND THE EAST 1/2 OF LOT 3 IN BLOCK 23 IN KINZIE'S ADDITION TO CHICAGO AFORESAID; LYING SOUTH OF THE SOUTH LINE OF A TRACT OF LAND MARKED PRIVATE ALLEY WEST OF AND ADJOINING LOT 4 IN E. C. LARNED'S SUBDIVISION AFORESAID; LYING NORTH OF THE NORTH LINE OF LOT 1 (EXCEPT THE WEST 5 FEET OF LOT 1 RESERVED FOR PRIVATE ALLEY) IN EDWIN A. RICE'S SUBDIVISION OF LOTS 11 AND 12 IN BLOCK 23 IN KINZIE'S ADDITION TO CHICAGO AFORESAID, AND LYING NORTH OF THE NORTH LINE OF THE WEST 5 FEET OF LOT 1 RESERVED FOR PRIVATE ALLEY IN EDWIN A. RICE'S SUBDIVISION AFORESAID; LYING NORTH OF THE NORTH LINE OF THE EAST 1/2 OF LOT 8 IN SUBDIVISION OF BLOCK 23 AFORESAID; LYING NORTH OF THE NORTH LINE OF LOTS 9 AND 10 IN SUBDIVISION OF BLOCK 23 AFORESAID; LYING NORTH OF THE NORTH LINE OF LOT 1 IN HALE'S SUBDIVISION OF LOT 7 AND THE WEST 1/2 OF LOT 8 IN BLOCK 23 IN KINZIE'S ADDITION TO CHICAGO AFORESAID; LYING EAST OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 1 IN HALE'S SUBDIVISION AFORESAID TO THE SOUTHWEST CORNER OF LOT 6 IN THE SUBDIVISION OF BLOCK 23 AFORESAID AND LYING WEST OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN EDWIN RICE'S SUBDIVISION AFORESAID TO THE SOUTHEAST CORNER OF LOT 4 IN E. C. LARNED'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

### TOGETHER WITH APPURTENANT PARKING EASEMENTS AS FOLLOWS:

BLOCK 119 PARKING EASEMENT AGREEMENT (IN FAVOR OF BLOCK 120 HOTEL) DATED JULY 28, 1998 AND FILED OF RECORD ON AUGUST 4, 1998 AS DOCUMENT NUMBER 98684769 BY RN 120 COMPANY, LLC (GARAGE OWNER) AND RN 120 COMPANY, LLC (HOTEL OWNER). FIRST AMENDMENT RECORDED ON MAY 21, 1999 AS DOCUMENT NUMBER 99493014.

BLOCK 119 PARKING EASEMENT AGREEMENT (IN FAVOR OF BLOCK 120 RETAIL/OFFICE AND BLOCK 124/125 RETAIL) DATED AUGUST 1, 1998 AND FILED OF RECORD ON AUGUST 31, 1998 AS DOCUMENT NUMBER 98774491 BETWEEN RN 120 COMPANY, LLC, (GARAGE OWNER) RN 120 COMPANY, LLC (BLOCK 120 RETAIL/OFFICE OWNER) AND RN 124/125 COMPANY, LLC (BLOCK 124/125 RETAIL OWNER). AMENDMENT RECORDED ON MAY 21, 1999 AS DOCUMENT NUMBER 99493016.

RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED MAY 18, 1999 AND FILED OF RECORD ON FEBRUARY 3, 1999 AS DOCUMENT NUMBER 99493019 BY RN 120 COMPANY, LLC AND EQUITY INNS PARTNERSHIP, L.P.