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This instrument was prepared by  
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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/01/2011 03:45 PM Pg: 1 of 9

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**SECOND AMENDMENT TO CONSTRUCTION MORTGAGE,  
SECURITY AGREEMENT, FIXTURE FILING  
AND ASSIGNMENT OF RENTS AND LEASES  
by and between**

**CFRI Blackhawk/Halsted, L.L.C.,  
a Delaware limited liability company**

and

**PNC Bank, National Association  
(successor to National City Bank, a national banking association)**

**FIDELITY NATIONAL TITLE** 999010493

**BOX 15**

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

**THIS SECOND AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES** ("Amendment") is effective as of the 8th day of January, 2011 (the "Effective Date"), by and between **CFRI Blackhawk/Halsted, L.L.C.**, a Delaware limited liability company ("Mortgagor"), and **PNC Bank, National Association** (successor to National City Bank), a national banking association (individually "PNC"), in its capacity as agent for the Lenders (as defined below) (in such capacity as agent, "Mortgagee").

### RECITALS:

(A) Pursuant to a Construction Loan Agreement (the "Original Loan Agreement"), dated as of January 8, 2007, by and among Blackhawk/Halsted, LLC, an Illinois limited liability company ("Original Borrower"), as Borrower thereunder, National City Bank ("National"), as the original agent thereunder ("Original Agent"), and National and others from time to time as lenders thereunder ("Lenders"), Lenders and Original Agent agreed to make a loan to Borrower and to extend other financial accommodations to Borrower in the maximum principal amount of \$70,000,000 (the "Loan").

(B) A condition precedent to the extension of the Loan to Original Borrower was the execution and delivery by Original Borrower of the following:

(i) Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Rents and Leases (the "Original Mortgage"), dated as of January 4, 2007, made by Original Borrower to National, encumbering the Premises, including the Real Estate located in the State of Illinois and legally described on **Exhibit A** attached hereto and made a part hereof, and recorded on January 10, 2007 as Document No. 0701022068 with the Cook County, Illinois Recorder of Deeds (the "Recorder") (as amended by the First Amendment to Construction Mortgage, Fixture Filing and Assignment of Rents and Leases, effective as of January 4, 2007, made by Original Borrower to Original Agent, and recorded on February 9, 2007 as Document No. 0704018029 with the Recorder, the "Mortgage"); and

(ii) Assignment of Leases and Rents, dated as of January 5, 2007, made by Original Borrower to Original Agent, and recorded January 10, 2007 as Document No. 0701022069 with the Recorder (as amended, the "Assignment").

(C) The Original Loan Agreement was amended and restated pursuant to the Amended and Restated Construction Loan Agreement, dated as of May 30, 2007, by and among Original Borrower, Original Agent and Lenders, which Amended and Restated Loan Agreement was amended by the First Amendment to Amended and Restated Construction Loan Agreement (the "First Amendment"), dated as of October 31, 2008, by and among Mortgagor, Original Agent and Lenders, and the Second Amendment to Amended and

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Restated Construction Loan Agreement (the "Second Amendment"), dated as of January 8, 2010, by and among Mortgagor, Mortgagee and Lenders. The Amended and Restated Loan Agreement, as amended by the First Amendment and the Second Amendment, shall hereinafter be referred to as the "Amended Loan Agreement."

(D) Pursuant to that certain Special Warranty Deed, dated as of November 30, 2007, and recorded with the Recorder on December 14, 2007 as Document No. 0734818091, Original Borrower transferred the Real Estate to Mortgagor.

(E) Pursuant to that certain Consent, Assignment and Assumption Agreement, dated as of December 4, 2007, Mortgagor assumed all of the obligations of Original Borrower under the Loan Agreement and related Loan Documents.

(F) PNC is the successor-in-interest by assignment to National, both as a Lender and as the agent for Lenders under the Loan Documents.

(G) Pursuant to that certain Waiver and Third Amendment to Amended and Restated Construction Loan Agreement (the "Third Amendment"), effective as of the Effective Date, Mortgagor, Mortgagee and Lenders have agreed to certain modifications to the Loan and the Amended Loan Agreement, including the extension of the final maturity date of the Loan to January 8, 2012 and changing the interest rate, which shall continue to be a variable rate of interest. The Amended Loan Agreement, as amended by the Third Amendment, and as it may be amended, restated, supplemented or replaced from time to time hereafter, is referred to herein as the "Third Amended Loan Agreement".

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. Incorporation of Recitals, Definitions. The foregoing recitals are hereby incorporated into and made a part of this Amendment. Terms appearing as defined terms and not otherwise expressly defined herein or in the Mortgage shall have the respective meanings given them in the Third Amended Loan Agreement.

2. Extension of Maturity Date: The Mortgage is amended to provide that the Loan is modified as provided in the Third Amendment and any other documents or instruments executed in connection therewith (this Amendment, the Third Amendment and such other documents and instruments being hereinafter collectively referred to as the "Loan Modification Agreements" and are included in the definition of "Loan Documents"), including without limitation the extension of the final Maturity Date of the Loan until January 8, 2012.

3. Amendment Regarding Insurance Policy Requirements. Section 2.4(c) of the Mortgage is hereby amended and restated in its entirety as follows:

"Policy Requirements. All required policies shall provide that (a) the property insurance shall not be canceled (i) for non-payment without at least 10 days' prior written notice from the insurance carrier to Mortgagee and (ii) for any other reason without at

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least 30 days' prior written notice from the insurance carrier to Mortgagee and (b) the insurance carrier for general liability insurance shall endeavor to provide notice to Mortgagee in the event of cancellation. Mortgagor shall provide Mortgagee with written notice of any modifications to or cancellations of insurance coverage; provided, however, that Mortgagor shall have no obligation to provide Mortgagee with notice of any modification to the required policies which do not affect the insurance coverage required herein."

4. Other Amendments. References in the Mortgage and the Assignment to the Loan Agreement shall mean the Third Amended Loan Agreement. References in the Mortgage and the Assignment to the Loan shall mean the Loan, as modified by the Loan Modification Agreements. References in the Mortgage and the Assignment to any other instrument, including the Notes, shall mean such instrument as amended by the Loan Modification Agreements, as applicable. References in the Mortgage and the Assignment to the Loan Agreement or other Loan Documents for defined terms therein shall mean such defined terms as amended by the Loan Modification Documents. The Mortgagee's address for notices provided in the Mortgage is hereby amended in its entirety to read as follows:

To Mortgagee:

PNC Bank, N.A.  
One North Franklin Street, Suite 2150  
Chicago, Illinois, 60606  
Attn: Gina M. Fridberg  
Telephone: (312) 338-5204  
Facsimile: (312) 384-4623  
Email: [gina.fridberg@pnc.com](mailto:gina.fridberg@pnc.com)

With a mandatory copy to  
(which shall not constitute  
notice):

Goldberg Kohn, Ltd  
55 East Monroe Street, Suite 3300  
Chicago, Illinois, 60605  
Attn: Randall L. Klein, Esq.  
Erin M. Casey, Esq.  
Telephone: (312) 201-4000  
Facsimile: (312) 332-2196  
Email: [randall.klein@goldbergkohn.com](mailto:randall.klein@goldbergkohn.com)  
[erin.casey@goldbergkohn.com](mailto:erin.casey@goldbergkohn.com)

5. Continuation of Liens. Nothing contained in this Amendment, the Third Amendment or any of the other Loan Modification Agreements shall be construed to disturb, discharge, cancel, impair or extinguish the indebtedness and obligations existing prior to the execution and delivery of the Loan Modification Agreements and evidenced by the Amended Loan Agreement and the Notes and secured by the Mortgage, the Assignment or the other Loan Documents, or waive, release, impair, or affect the lien of the Mortgage, the Assignment or the other Loan Documents or the validity or priority thereof.

6. Amendments Controlling. The Loan Modification Agreements and the rest of the Loan Documents are intended to be interpreted in a manner which renders their respective terms and provisions consistent with one another; however, in the event of an

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inconsistency between the Loan Modification Agreements and the rest of the Loan Documents which cannot reasonably be reconciled, the Loan Modification Agreements are intended to control. The provisions of the Loan Documents are in full force and effect except as amended hereby and by the other Loan Modification Agreements, and the Loan Documents as so amended are ratified and confirmed hereby by Mortgagor and Mortgagee.

## 7. Miscellaneous.

(a) The Loan Modification Agreements and the other Loan Documents set forth the entire understanding among Mortgagor, Mortgagee, the Lenders and any other parties thereto relative to the Loan, and no such document may be amended except by a written instrument duly executed by the parties thereto sought to be charged.

(b) If any provision hereof should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Amendment, except that if such provision relates to the payment of any monetary sum, then Mortgagee may, at its option, declare the indebtedness evidenced and secured by the Mortgage, as amended by this Amendment, immediately due and payable. The foregoing notwithstanding if it is determined that any other person or entity other than Mortgagee shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Amendment or the other Loan Modification Agreements, the original terms of the Loan Documents shall be severable from this Amendment and separately enforceable in accordance with the original terms, and the Mortgagee shall maintain all legal or equitable priorities which were in existence before the execution of this Amendment and other Loan Modification Agreements. It is understood by, and is the intention of, the parties hereto that any legal or equitable priorities of the Mortgagee over any party which were in existence before the execution of this Amendment and the other Loan Modification Agreements shall remain in effect after the execution of this Amendment.

(c) The provisions hereof shall be binding upon Mortgagee and Mortgagor and their respective heirs, devisees, representatives, successors and assigns, including successors in interest of Mortgagor in and to all or any part of the Premises, subject to restrictions on transfer and assignment contained in the Loan Documents, and shall inure to the benefit of Mortgagee and its successors and assigns.

(d) This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had executed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

(e) The execution and delivery hereof have been duly authorized by the Mortgagor and such execution and delivery shall cause Mortgagor to be bound hereby.

(f) This Amendment, and all disputes, claims and controversies relating to this Amendment, are to be governed by, and construed and enforced in accordance with, the laws of the State of Illinois without reference to choice of law or conflict of law rules.

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[Signature Page Follows]

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Mortgagee:

PNC BANK, NATIONAL ASSOCIATION,  
as agent for the Lenders

By: [Signature]  
Name: Gina Fridberg  
Title: Vice President

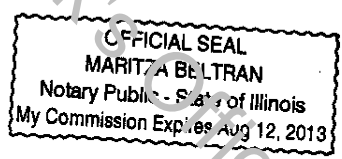
STATE OF IL )  
COUNTY OF Cook ) ss

I, the undersigned, a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that Gina Fridberg, the VP  
of PNC Bank, National Association, a national banking association, who is personally known  
to me to be the same person whose name is subscribed to the foregoing instrument as such  
VP, appeared before me this day in person and acknowledged that he/she  
signed and delivered the said instrument as his/her own free and voluntary act and as the free  
and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23 day of February, 2011.

[Signature]  
NOTARY PUBLIC

(SEAL)





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## EXHIBIT A

### LEGAL DESCRIPTION OF PREMISES

#### Parcel 1:

The West 66 feet of Lots 14 and 15 (except the South 2 feet 6 inches of the East 6 feet thereof); the West 60 feet of Lots 16, 17, 18, 19, 20, 21 and 22; and the North 2 feet 11 inches of the West 60 feet of Lot 23 in J. A. Yale's Resubdivision of Block 59 in Elston's Addition to Chicago (heretofore vacated) in the Northeast  $\frac{1}{4}$  of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 2:

Lots 1 to 8, both inclusive; the North  $\frac{1}{2}$  of Lot 9; that portion of the vacated alley West of and adjoining said Lots 1 to 8, both inclusive, and the North  $\frac{1}{2}$  of Lot 9 and East of and adjoining Lots 14 to 21, both inclusive, and the North  $\frac{1}{2}$  of Lot 22, Lots 14 and 15, except the West 66 feet thereof; the South 2 feet 6 inches of the East 6 feet of the West 66 feet of Lot 15; Lots 16 to 21, both inclusive, except the West 60 feet thereof and the North  $\frac{1}{2}$  of Lot 22, except the West 60 feet thereof, all in J. A. Yale's Resubdivision of Block 59 in Elston's Addition to Chicago (heretofore vacated as to said lots and said Block 59) in the Northeast  $\frac{1}{4}$  of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 3:

The South  $\frac{1}{2}$  of Lot 9, all of Lots 10, 11, 12 and 13, the South  $\frac{1}{2}$  of Lot 22 (except the West 60 feet thereof), Lot 23 (except the North 2 feet 11 inches of the West 60 feet thereof), and Lots 24, 25 and 26, and that portion of the vacated alley West of and adjoining said Lots 10 to 13 both inclusive, and the South  $\frac{1}{2}$  of Lot 9, and East of and adjoining said Lot 23 to 26, both inclusive, and the South  $\frac{1}{2}$  of Lot 22 in Block 59 in Elston's Addition to Chicago (heretofore vacated) in the Northeast  $\frac{1}{4}$  of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Addresses: 1460 North Halsted Street, Chicago, Illinois 60642  
819 West Blackhawk Street, Chicago, Illinois 60642  
814 East Eastman Street, Chicago, Illinois 60642

Permanent Real Estate Index Numbers: 17-05-219-002-0000  
17-05-219-003-0000  
17-05-219-005-0000  
17-05-219-006-0000