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PREPARED BY AND UPON  
RECORDING RETURN TO:



Gibson Dunn & Crutcher  
200 Park Avenue  
New York, NY 10166  
Attention: Eric M. Feuerstein, Esq.

Doc#: 1114344049 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/23/2011 02:45 PM Pg: 1 of 8

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

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), is made as of May 17, 2011, between Deutsche Bank Trust Company Americas, a New York banking corporation (together with its successors and/or assigns, "Lender" or "Mortgagee"), and RRI NC I LLC, a Delaware limited liability company ("Mortgagor").

### RECITALS:

A. Whereas RRI Opco LLC, a Delaware limited liability company, RRI I LLC, a Delaware limited liability, RRI II LLC, a Delaware limited liability company, RRI III LLC, a Delaware limited liability company, RRI IV LLC, a Delaware limited liability company, and RRI NC I LLC, a Delaware limited liability company (collectively, RRI I LLC, RRI II LLC, RRI III LLC, RRI IV LLC, and RRI NC I LLC, "Borrower"), on the one hand, and Lender, on the other hand, previously entered into that certain Loan Agreement dated as of March 2, 2011 (the "Original Loan Agreement"), pursuant to which Lender made a loan to Borrower in the original principal amount of ONE HUNDRED MILLION DOLLARS (\$100,000,000) (the "Original Loan"), which Original Loan is evidenced by that certain Amended, Restated and Consolidated Promissory Note dated March 2, 2011 (the "Original Note").

B. Whereas the Original Loan is secured by, *inter alia*, that certain MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated as of March 2, 2011, from Mortgagor in favor of Lender, and recorded with the Cook County Recorder of Deeds (the "Official Records") on March 22, 2011 as Document No. 1108110051 (as modified, amended, supplemented and/or assigned the "Security Instrument"), which Security Instrument encumbers certain real property described on Exhibit A attached hereto (together with the improvements thereon, collectively, the "Property").

C. Whereas on the date hereof, Borrower, RRI Opco LLC, and Lender amended and restated the Original Loan Agreement (such amended and restated loan agreement, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement") and the Original Note (such amended and restated promissory note, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Note") by, *inter alia*, increasing the original principal amount of the Original Loan to ONE

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HUNDRED TWENTY MILLION SIX HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS (\$120,670,000) (as so increased, the "Loan").

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals and Capitalized Terms: The Recitals set forth hereinabove are hereby incorporated by reference as though fully rewritten herein. Unless otherwise set forth herein, all capitalized terms shall have the same meaning as set forth in the Loan Agreement.
2. Original Loan Agreement References: All references in the Security Instrument to the Original Loan Agreement are hereby changed to the Loan Agreement.
3. Original Note References: All references in the Security Instrument to the Original Note are hereby changed to the Note.
4. Original Loan References: All references in the Security Instrument to the Original Loan are hereby changed to the Loan.
5. Amount Secured by the Security Instrument: To the extent that the Security Instrument states in Recital A thereof that the Security Instrument was given to secure ONE HUNDRED MILLION AND 00/100 DOLLARS (\$100,000,000) or so much thereof as may have been advanced pursuant to the Original Loan Agreement, the Security instrument is hereby amended so that the Security Instrument now secures ONE HUNDRED TWENTY MILLION SIX HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS (\$120,670,000), or so much thereof as may be advanced pursuant to the Loan Agreement. To the extent that the Security Instrument secures less than ONE HUNDRED MILLION AND 00/100 DOLLARS (\$100,000,000) or so much thereof as may have been advanced pursuant to the Original Loan Agreement, the amount secured by such Security Interest shall remain the same.
6. Entire Agreement. There are and were no oral or written representations, warranties, understandings, stipulations, agreements, or promises made by either party, or by an agent, employee, or other representative of either party, pertaining to the subject matter of this Amendment which have not been incorporated into this Amendment. This Amendment shall not be modified, changed, terminated, amended, superseded, waived, or extended except by a written instrument executed by the parties hereto.
7. No Further Modification. Except as set forth in this Amendment, all of the terms and provisions of the Security Instrument shall remain unmodified and in full force and effect.
8. Ratification. The Security Instrument is hereby ratified and confirmed and shall continue in full force and effect.
9. Effective Date. The terms and provisions of this Amendment shall be deemed effective from and after the date hereof.
10. Counterparts. This Amendment may be executed in any number of counterparts, each of which when executed and delivered will be deemed an original and all such counterparts

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together will constitute one and the same instrument. A copy of this Amendment that is executed by a party and transmitted by that party to one or more other parties by facsimile or email shall be binding on the signatory to the same extent as a copy hereof containing the signing party's original signature

11. Future Advances. FUTURE ADVANCES ARE SECURED BY THE SECURITY INSTRUMENT PURSUANT TO 735 ILCS 5/15-1302 TO THE MAXIMUM AMOUNT OF \$120,670,000. THIS LIMITATION DOES NOT INCLUDE INTEREST, ATTORNEYS' FEES DISBURSEMENTS OR OTHER COSTS AND EXPENSES WHICH MORTGAGEE MAY COLLECT PURSUANT TO THIS SECURITY INSTRUMENT, THE LOAN AGREEMENT, THE OTHER LOAN DOCUMENTS OR APPLICABLE LAW..


[Signature Page Follows]

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IN WITNESS WHEREOF, THIS AMENDMENT has been executed by Mortgagor and Mortgagee as of the day and year first above written.

RRI NC I LLC,  
a Delaware limited liability company

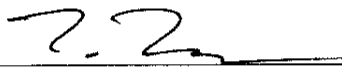
By:   
Name: Dawn Lauren  
Title: Vice President

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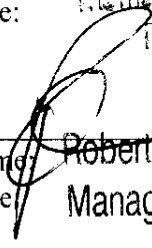


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DEUTSCHE BANK TRUST COMPANY  
AMERICAS, a New York banking  
corporation

By: 

Name: Thomas R. Tzyo  
Title: Director

By: 

Name: Robert W. Pettinato  
Title: Managing Director

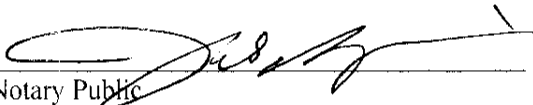
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STATE OF New York )  
 )  
COUNTY OF New York ) SS.

I, The undersigned, a Notary Public for said State and county, do hereby certify that personally appeared, Thomas R. Traynor, the Director of Deutsche Bank Trust Company Americas, a New York banking corporation, 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 that as such Director (s)he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of Deutsche Bank Trust Company Americas, a New York banking corporation, for the uses and purposes therein set forth.

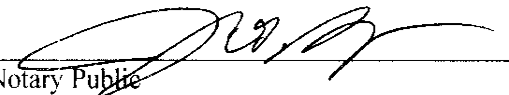
WITNESS my hand and notarial seal or stamp, this 10 day of May, 2011.

  
Notary Public  
**JOHN G. BALDACCHINO**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
My commission expires **NO. 01BA6096562**  
**QUALIFIED IN NASSAU COUNTY**  
**MY COMMISSION EXPIRES JULY 28, 2011**

STATE OF New York )  
 )  
COUNTY OF New York ) SS.

I, The undersigned, a Notary Public for said State and county, do hereby certify that personally appeared, Robert W. Pettinato, the Managing Director of Deutsche Bank Trust Company Americas, a New York banking corporation, 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 that as such Managing Director (s)he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of Deutsche Bank Trust Company Americas, a New York banking corporation, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal or stamp, this 10 day of May, 2011.

  
Notary Public  
**JOHN G. BALDACCHINO**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
My commission expires **NO. 01BA6096562**  
**QUALIFIED IN NASSAU COUNTY**  
**MY COMMISSION EXPIRES JULY 28, 2011**

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## **EXHIBIT A** **LEGAL DESCRIPTION**

Lot 19 in Barrington Square Industrial Center Unit No. 2, being a subdivision of part of Fractional Section 6, Township 41 North, Range 10, East of the Third Principal Meridian, a Plat of which subdivision was recorded August 17, 1971 as document 21588415, in Cook County, Illinois.

Being more particularly described as follows:

That part of fractional Section 6, Township 41 North, Range 10 East of the Third Principal Meridian, described as beginning at the intersection of the North line of Hassell Road with the East line of Pembroke Avenue; thence North 19 degrees 25 minutes 10 seconds East, 105.08 feet; thence Northerly along the arc of a circle concave Westerly having a radius of 553.00 feet and a chord length of 188.88 feet bearing North 09 degrees 35 minutes 13 seconds East for an arc length of 189.81 feet; thence North 89 degrees 45 minutes 10 seconds East, 345.00 feet; thence South 55 degrees 00 minutes 00 seconds East, 49.18 feet; thence South 35 degrees 00 minutes 00 seconds West, 454.03 feet; thence North 55 degrees 00 minutes 00 seconds West, 71.00 feet; thence Westerly along the arc of a circle concave Southerly having a radius of 680.00 feet and a chord length of 151.59 feet bearing North 61 degrees 23 minutes 59 seconds West for an arc length of 151.91 feet to the point of beginning, all in Cook County, Illinois.

2500 Hassell Road

Hoffman Estates, IL

07-06102-012