



Doc#: 1122945089 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 08/17/2011 03:34 PM Pg: 1 of 10

10/11 01090332

Prepared by,  
**RECORDING REQUESTED BY AND WHEN  
RECORDED RETURN TO:**

Fox, Hefter, Swibel, Levin & Carroll, L.L.P.  
200 W. Madison Street, Suite 1000  
Chicago, Illinois 60606  
Attn: Joseph C. Huntzicker

(Space Above For Recorder's Use)

CHICAGO TITLE LAND TRUST COMPANY is successor  
Land Trustee to LaSalle Bank National Association and  
all references within this ~~AMENDMENT~~  
document to LaSalle Bank National Association shall  
be deemed to mean CHICAGO TITLE LAND  
TRUST COMPANY as Successor Trustee *EPK*



### AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS

THE PARTIES TO AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**"), made as of August 16, 2011, are CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL TRUST, N.A. NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1973 AND KNOWN AS TRUST #46644, having an address at 171 N. Clark Street, Chicago, Illinois 60601 ("**Land Trust**") WOLF POINT HOTEL COMPANY, an Illinois general partnership, having an address at 35 East Wacker Drive, Suite 3300, Chicago, Illinois 60601 ("**Wolf Point**" and collectively with Land Trust on a joint and several basis, "**Borrower**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, having an address at 123 North Wacker Drive, Suite 1900, Chicago, Illinois 60606 ("**Lender**").

### RECITALS

- A. Pursuant to the Building Loan Agreement dated as of May 20, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") between Lender and Borrower, Lender agreed to make a refinance and construction renovation loan

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

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(the "**Loan**") to Borrower in the original principal amount of up to TWENTY SIX MILLION AND NO/100THS DOLLARS (\$26,000,000.00). The Loan is evidenced by the Promissory Note Secured by Mortgage dated as of May 20, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "**Note**") executed by Borrower in favor of Lender in the original principal amount of up to TWENTY SIX MILLION AND NO/100THS DOLLARS (\$26,000,000.00).

- B. The Loan is secured by, among other agreements, (i) the Construction Mortgage With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 20, 2009 and recorded on May 20, 2009 with the Cook County Illinois Recorder (the "**Cook County Recorder's Office**") as Document No. 0914034089 (as amended, restated or otherwise modified, the "**Mortgage**"); (ii) the Assignment of Subleases and Rents dated as of May 20, 2009 by Borrower in favor of Lender and recorded on May 20, 2009 with the Cook County Recorder's Office as Document No. 0914034090 (as amended, restated or otherwise modified, the "**Assignment of Leases and Rents**"); and (iii) certain other Loan Documents (as defined in the Loan Agreement) and Other Related Documents (as defined in the Loan Agreement).
- C. The parties executed the First Modification Agreement dated as of November 20, 2009 (the "**Loan First Modification Agreement**"), pursuant to which the parties modified the Loan as further described therein.
- D. The parties executed the Second Amendment Agreement of even date therewith (the "**Loan Second Modification Agreement**"), pursuant to which the parties (i) extended the maturity date of the Loan, (ii) modified certain covenants contained within the Loan Agreement, (iii) modified the promissory note, (iv) disbursed certain proceeds of the Loan commitment, and (v) amended the Loan as further described therein.
- E. The parties desire to enter into this Amendment to record notice of the Loan First Modification Agreement and the Loan Second Modification Agreement.
- F. The property subject to the Mortgage and the Assignment of Leases and Rents is legally described in Exhibit A attached hereto and made part hereof (the "**Property**").

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

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Amendment by reference as if fully set forth in this Section 1. Wherever the terms and conditions of the Mortgage and the Assignment of Leases and Rents conflict with the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

2. **Defined Terms.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Mortgage.

3. **Amendments to Mortgage and Assignment of Leases and Rents.** Each of the Mortgage and the Assignment of Leases and Rents is hereby amended as follows:

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(a) The Maturity Date of the Loan is hereby extended from May 20, 2012 to August 30, 2021. As such, each reference to the Maturity Date in the Mortgage and the Assignment of Leases and Rents shall mean August 30, 2021.

(b) Each reference in the Mortgage and the Assignment of Leases and Rents to the defined terms "Loan Agreement", "Note" and "Loan Documents", together with any other defined terms, are hereby amended such that such defined terms shall include any respective amendments or other modifications set forth in the Loan First Modification Agreement and the Loan Second Modification Agreement, together with any other modifications of the Loan from time to time executed by the parties to the Loan Documents.

4. **Ratification.** Each party to the Mortgage and the Assignment of Leases and Rents hereby ratifies and reaffirms his, her or its respective obligations thereunder. Each party further agrees that the Mortgage and the Assignment of Leases and Rents shall remain in full force and effect following the execution and delivery of this Amendment.

5. **Miscellaneous.**

(a) **Captions.** Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) **Governing Law.** This Amendment shall be a contract made under and governed by the internal laws of the State of Illinois. Whenever possible each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(c) **Successors and Assigns.** This Amendment shall be binding upon and shall inure to the sole benefit of Borrower, Lender and Guarantors and their respective successors and assigns.

(d) **References.** Any reference to the Loan Documents and Other Related Documents contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require.

(e) **Construction.** Each of Borrower and Guarantors acknowledges that it has been represented by its own legal counsel in connection with this Amendment, that it has exercised independent judgment with respect to this Amendment, and that it has not relied on the Lender's counsel for any advice with respect to this Amendment.

(f) **Counterparts.** This Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. This Amendment may be executed by virtue of transmission of facsimile signature pages, each of which shall for all purposes be deemed as fully effective as the original thereof.

(g) **LAND TRUSTEE EXCULPATION.** It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part

of the trustee of the Land Trust (the "Trustee") while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this Amendment is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

(n) In light of the fact that Wolf Point Hotel Company is a general partnership, the parties hereby acknowledge and agree that (i) Wolf Point and the Land Trust shall be fully liable for the Loan in the manner set forth in the Loan Documents, (ii) Guarantors shall be fully liable for the Loan in the manner set forth in the Loan Documents and Other Related Documents and (iii) no constituent partner of Wolf Point Hotel Company shall be liable for the Loan except (A) for any such partner who is a Guarantor and (B) in the event that the general partnership is dissolved. The provisions of this paragraph shall not (i) constitute a waiver, release or impairment of any obligation evidenced or secured by any of the Loan Documents; (ii) impair the right of Lender to name Borrower as a party defendant in any action or suit under the Loan Documents; or (iii) impair the right of Lender to obtain a deficiency judgment or judgment on the Loan Documents against Borrower or any Guarantor.

[signature pages follow]

**DRAFTED BY:**

Fox, Hefter, Swibel, Levin & Carroll, LLP  
200 W. Madison Street, Suite 3000  
Chicago, Illinois 60606  
Attn: Joseph C. Huntzicker

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Loan No. 1001299

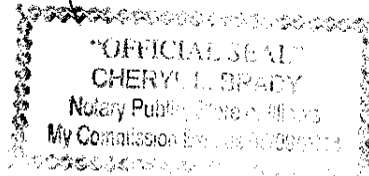
IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the day and year set forth above.

### "BORROWER"

**CHICAGO TITLE LAND TRUST COMPANY is successor Land Trustee to LaSalle Bank National Association and all references within this AMENDMENT document to LaSalle Bank National Association shall be deemed to mean CHICAGO TITLE LAND TRUST COMPANY as Successor Trustee**

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL TRUST, N.A. NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1973 AND KNOWN AS TRUST #46644

By: [Signature]  
Name: JOSEPH SOCHACKI  
Title: TRUST OFFICER



STATE OF ILLINOIS ss.  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 15 day of August, 2011, by JOSEPH F. SOCHACKI in her/his capacity as Trust Officer of CHICAGO TITLE LAND TRUST COMPANY,

WITNESS my hand and official seal

My commission expires \_\_\_\_\_

[Signature]  
Notary Public

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements hereinafter made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specified herein and this instrument is executed and delivered by said Trustee not in its own right, but solely in the capacity and powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Loan No. 1001299

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**“BORROWER”**

WOLF POINT HOTEL COMPANY,  
an Illinois general partnership

By: Wolf Point Hotel Corporation  
Its: General Partner

By: *[Signature]*  
Name: Edward W. Ross  
Its: President

STATE OF Ill ss.  
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 16 day of August, 2011, by Edward W. Ross in her/his capacity as President.

WITNESS my hand and official seal

My commission expires \_\_\_\_\_.



*[Signature]*  
Notary Public

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Loan No. 1001299

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"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: *[Signature]*  
Its: VICE PRESIDENT

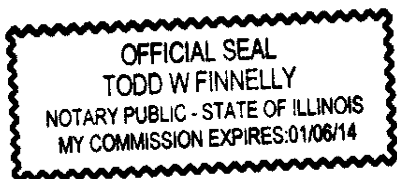
STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF Cecic            )

Before me, TODD W FINNELLY, a Notary Public of the State and County aforesaid, personally appeared JAKI BAKER with whom I am acquainted, and who, upon oath, acknowledged himself/herself to be the VICE of Wells Fargo Bank, National Association, and that he/she as such VICE, being authorized so to do, executed the this instrument on behalf of said national association.

Given under my hand and official seal, this 15<sup>th</sup> day of AUGUST, 2011.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires: 1-6/14



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**Exhibit A**

## LEGAL DESCRIPTION

All that certain real property located in the County of Cook, State of Illinois, described as follows:

## PARCEL A:

LOTS 5 THROUGH 15, BOTH INCLUSIVE IN WOLF POINT, BEING A RESUBDIVISION OF LOTS AND PARTS OF LOTS, IN BLOCKS 6, 7, 14 AND 15, IN ORIGINAL TOWN OF CHICAGO, TOGETHER WITH PARTS OF VACATED STREETS AND ALLEYS AND ADJOINING LANDS, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 24, 1975 WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 23335160.

NOTWITHSTANDING ANY OF THE ABOVE, LANDLORD SPECIFICALLY EXCEPTS FROM THE LEASED PROPERTY AND RESERVES TO ITSELF THE FOLLOWING:

1) AREAS TO BE LOCATED BY THE ARCHITECTS, NOT TO EXCEED A TOTAL OF 50 SQUARE FEET, EXTENDING FROM THE LANDLORD'S BUILDING TO THE ROOF OF EITHER THE 18TH OR 23RD FLOOR LEVELS FOR THE INSTALLATION OF TOILET EXHAUST DUCTS, A.C., REFRIGERANT PIPING, ELECTRICAL SERVICE, KITCHEN EXHAUST DUCTS AND OTHER FACILITIES ALONG WITH THE RIGHT OF ACCESS TO INSPECT, MAINTAIN AND REPAIR THE SAME;

AND

2) AREAS TO BE LOCATED BY THE ARCHITECTS WITHIN THE CEILING SPACE OF THE 14TH AND 15TH FLOORS FOR THE HORIZONTAL TRANSFER OF TOILET EXHAUST DUCTS, A.C. REFRIGERANT PIPING, ELECTRICAL SERVICE, KITCHEN EXHAUST DUCTS AND OTHER FACILITIES ALONG WITH THE RIGHT OF ACCESS TO INSPECT, MAINTAIN AND REPAIR THE SAME.

## PARCEL B:

TWO HUNDRED PARKING SPACES LOCATED IN THE MOTOR VEHICLE PARKING FACILITY BUILT ON LOT 16 IN SAID WOLF POINT RESUBIDIVISION, ALL IN ACCORDANCE WITH THE TERMS SPECIFIED IN THE SECOND AMENDMENT TO RESTATEMENT OF LEASE.

## PARCEL C:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ABOVE DESCRIBED PROPERTY AND CREATED BY LEASE DATED FEBRUARY 14, 1974 AND RECORDED JUNE 21, 1974 AS DOCUMENT 22759596, AND AMENDED BY FIRST CUMULATIVE AMENDMENT TO RESTATEMENT OF LEASE DATED NOVEMBER 1, 2004 AND RECORDED DECEMBER 14, 2004 AS DOCUMENT NUMBER 0434939065, AS AMENDED BY THE SECOND AMENDMENT TO RESTATEMENT OF LEASE DATED MAY 20, 2009 AND RECORDED MAY 20, 2009 AS DOCUMENT NUMBER 0914034088, FROM 350 NORTH ORLEANS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR IN INTEREST TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1967 AND KNOWN AS TRUST NUMBER 36223 TO CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1973 AND KNOWN AS TRUST NUMBER 46644 AS FOLLOWS:

1) THE RIGHT TO OCCUPY IN LANDLORD'S BUILDING THAT SPACE NECESSARY, IN ACCORDANCE WITH THE PLANS, FOR ALL ELECTRICAL, PLUMBING AND MECHANICAL RISERS (THE TERM "RISERS" INCLUDES ALL PIPES, DUCTS, CONDUITS, VALVES AND SIMILAR



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ITEMS) FOR THE SYSTEMS FOR MAKING AVAILABLE TO THE LEASED PROPERTY:

- A. WATER
- B. SANITARY AND STORM WATER DISPOSAL
- C. HEATING, VENTILATING, AIR CONDITIONING
- D. TELEPHONE AND ELECTRICAL SERVICE
- E. FIRE PROTECTION

(THESE SYSTEMS ARE COLLECTIVELY REFERRED TO AS THE "LIFE SUPPORT SYSTEM")

2) A RIGHT OF SUPPORT FROM ALL CAISSONS, FOUNDATIONS, COLUMNS AND BEAMS SHOWN ON THE PLANS AND LOCATED IN LANDLORD'S BUILDINGS FOR THE HOTEL STRUCTURE.

3) THE RIGHT TO USE AND OBTAIN THE BENEFITS FROM THE FOLLOWING FACILITIES LOCATED WITHIN OR ABOUT LANDLORD'S BUILDING IN THE MANNER CONTEMPLATED BY THE PLANS DESCRIBED IN THE LEASE:

- A. THE RIVER WATER PUMPING ROOM DESIGNATED IN THE PLANS AS ROOM S2-10 ALONG WITH THE PIPING SYSTEM CONNECTING SAID PUMP ROOM WITH THE MECHANICAL ROOM DESIGNATED AS ROOM S2-11 (IT BEING UNDERSTOOD THAT TWO PUMPS SERVING THE LEASED PROPERTY AND OWNED BY TENANT SHALL BE LOCATED IN SAID PUMP ROOM).
- B. THE RECEIVING AREA SERVING THE LOADING DOCKS DESCRIBED IN PARCEL "D" HEREIN.
- C. THE MECHANICAL ROOM DESIGNATED IN THE PLANS AS ROOM S2-11.
- D. THE EMERGENCY GENERATOR ROOM DESIGNATED IN THE PLANS AS ROOM S2-12.
- E. THE COMMONWEALTH EDISON TRANSFORMER AND SWITCH GEAR ROOM DESIGNATED AS ROOM S2-11 IN THE PLANS.
- F. THE SYSTEM OF PIPES CONNECTING LANDLORD'S BUILDING TO THE SANITARY SEWER LOCATED IN STREET ADJACENT TO THE LAND.
- G. THE SYSTEM OF PIPES CONNECTING LANDLORD'S BUILDING TO THE RIVER FOR STORM WATER DISPOSAL.
- H. THE PIPES, PUMPING SYSTEM, TANK, VALVES AND CONTROLS CONNECTING THE MUNICIPAL WATER MAINS TO THE SYSTEM SERVING THE LEASE PROPERTY.

- 4) THE RIGHT OF ACCESS TO ALL PORTIONS OF THE LEASED PROPERTY AND EASEMENTS AND APPURTENANCES THERETO ABOVE DESCRIBED FOR THE USE, INSPECTION, REPAIR, MAINTENANCE AND REPLACEMENT OF TENANT'S FACILITIES.
- 5) THE RIGHT OF ACCESS UPON AND OVER LANDLORD'S BUILDING AND THE LAND FOR INGRESS AND EGRESS FROM ALL PORTIONS OF THE LEASE PROPERTY AND THE APPURTENANCES THERETO ABOVE DESCRIBED.

EASEMENT UPON AND OVER A PORTION OF THE LAND DESCRIBED IN PARAGRAPH 22 OF THE FIRST AMENDMENT TO LEASE RECORDED AS DOCUMENT NUMBER 23294498 TO USE FOR THE PURPOSE OF MOTOR VEHICLE PARKING.

- 6) EASEMENTS TO USE SO MUCH OF THE LAND DESCRIBED IN PARAGRAPH 22 OF THE FIRST AMENDMENT TO LEASE RECORDED AS DOCUMENT NUMBER 23294498 AS MAY BE

Loan No. 1001299

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REASONABLY NECESSARY IN ORDER TO PROVIDE INGRESS TO AND EGRESS FROM THE PARKING AREA FROM BOTH THE LEASED PROPERTY AND THE PUBLIC WAY NOW AND FROM TIME TO TIME SITUATED UPON THE FRANKLIN-ORLEANS STREET VIADUCT.

Tax Numbers:

17-09-400-020 (Lot 5)  
17-09-400-021 (Lot 6)  
17-09-400-022 (Lot 7)  
17-09-400-023 (Lot 8)  
17-09-400-024 (Lot 9)  
17-09-400-025 (Lot 10)  
17-09-400-026 (Lot 11)  
17-09-400-027 (Lot 12)  
17-09-400-028 (Lot 13)  
17-09-400-029 (Lot 14) and  
17-09-400-030 (Lot 15)

Street Address: 350 West Mart Center Drive, Chicago, Illinois 60654

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