

UNOFFICIAL COPY



THIS DOCUMENT PREPARED BY

Talia A. Lissner, Esq.
Baum Development, LLC
1030 West Chicago Ave., Suite 200
Chicago, IL 60642

Doc#: 1127829027 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/05/2011 12:36 PM Pg: 1 of 13

AND UPON RECORDING TO BE
RETURNED TO:

Robert H. Goldman
DLA Piper LLP (US)
203 North LaSalle Street
Suite 1900
Chicago, Illinois 60601-1293

MORTGAGE SPREADER AGREEMENT

THIS MORTGAGE SPREADER AGREEMENT (this "Agreement") is dated as of September 27, 2011 (the "Effective Date"), and is by and between GX CHICAGO, LLC, an Illinois limited liability company (f/k/a Cooper Venture One, LLC) ("Borrower"), DOUGLAS BAUM and DAVID BAUM and GX INVESTORS, LLC, an Illinois limited liability company (individually and collectively, "Guarantor") and RELATED UBC OPPORTUNITY FUND, LP, a Delaware limited partnership ("Lender").

RECITALS:

A. Pursuant to that certain Construction Loan Agreement dated as of December 27, 2010, by and among Borrower and Lender, (the "Loan Agreement"), Lender extended a loan (the "Loan") to Borrower in the amount of Seventeen Million Nine Hundred Sixty-Nine Thousand Five Hundred Ninety and 00/100 dollars (\$17,969,590.00).

B. In connection with the Loan, Borrower executed and delivered to Lender a Promissory Note dated as of December 27, 2010 (the "Existing Note") in the original principal amount of Seventeen Million Nine Hundred Sixty-Nine Thousand Five Hundred Ninety and 00/100 dollars (\$17,969,590.00).

C. The Loan is secured by the loan documents listed on attached Exhibit A (collectively, the "Loan Documents"), which are a lien upon and encumber the property legally described on attached Exhibit B-1 (the "Mortgaged Premises"). The Loan Documents include, without limitation, the following: (i) that certain Mortgage, Assignment of Rents and Leases and

Box 400-CTCC

8652631-2011-2
8019871

UNOFFICIAL COPY

Security Agreement dated as of December 27, 2010 (the "Mortgage") executed by Borrower in favor of Lender, encumbering the Mortgaged Premises, which was recorded with the Recorder of Deeds of Cook County as Document No. 1101033189 and (ii) that certain Assignment of Rents and Leases (the "Assignment of Rents") dated December 27, 2010, and recorded with the Recorder of Deeds of Cook County as Document No. 1101033191, by Borrower, in favor of Lender.

D. Concurrently herewith, Borrower has acquired the property legally described on Exhibit B-2 attached hereto and made a part hereof (the "Additional Property").

E. Pursuant to a Modification of Construction Loan Agreement, Mortgage and Other Loan Documents (the "Modification Agreement") of even date herewith by and between Borrower and Lender, subject to satisfaction of the conditions precedent as set forth in the Modification Agreement, such parties have agreed to amend the Loan Documents to provide for the acquisition of the Additional Property.

F Pursuant to the terms of the Loan Agreement, Borrower has agreed to mortgage, assign, convey, transfer and grant a security interest to Lender in the Additional Property by executing and delivering to Lender this Agreement and to grant Lender a valid first lien on the Additional Property and to permit Lender to amend the Mortgage and the Loan Documents by adding the Additional Property to the Mortgaged Premises and spreading the lien of the Mortgage and Assignment of Rents to the Additional Property on the same terms and conditions as set forth in the Mortgage and Assignment of Rents recorded against the Mortgaged Premises.

G. Borrower and Lender deem it to be in their best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto acknowledge and agree as follows:

1. Recitals. The Recitals are hereby incorporated into and shall become part of this Agreement.

2. Defined Terms. All capitalized terms used in this Agreement shall have the same meaning as such terms are used in the Loan Documents, except and to the extent as otherwise defined herein.

3. Mortgage. Borrower has acquired and is the fee simple owner of the Additional Property. Borrower hereby mortgages, assigns, conveys, transfers and grants a security interest to Lender in the Additional Property and spreads the lien of the Mortgage and Assignment of Rents to the Additional Property on the same terms and conditions as set forth in the Mortgage and Assignment of Rents. Borrower hereby amends the legal description in the Mortgage and Assignment of Rents to include the Additional Property and all references in the Loan

UNOFFICIAL COPY

Documents to “Mortgaged Premises.”, “Premises” and “Property” shall hereinafter be deemed to include the Additional Property. The liens, encumbrances and security interests which were granted or conveyed to Lender by the Mortgage, the Assignment of Rents, and the Project Financing Statements (as defined in the Loan Agreement) hereby attach to the Additional Property as if the Additional Property were originally described in such documents. The liens, encumbrances and security interests of the Mortgage, the Assignment of Rents, and the Project Financing Statements are hereby spread to add the Additional Property and subject the Additional Property to all of the restrictions, limitations and terms and conditions of the Mortgage, the Assignment of Rents, and the Project Financing Statements. The terms of the Mortgage, the Assignment of Rents, and the Project Financing Statements are hereby incorporated by reference into this Agreement.

4. Consent of Guarantor. Guarantor hereby consents to the execution by Borrower of this Agreement and all of the terms and conditions hereof. Guarantor hereby agrees that the Guaranty is in full force and effect in accordance with its terms, as hereby reaffirmed and hereby restates and reaffirms his obligations under the Guaranty. Guarantor hereby acknowledges that Guarantor's obligations, covenants and agreements under the Guaranty are not diminished, discharged or adversely affected by this Agreement or any action taken by Lender or any other matter, fact or circumstance.

5. Environmental Compliance and Indemnity Agreement. Borrower and Guarantor hereby acknowledge that the Environmental Compliance and Indemnity Agreement (as defined in the Loan Agreement) is in full force and effect in accordance with its terms as hereby reaffirmed and modified. Borrower and Guarantor hereby acknowledge that Borrower's and Guarantor's obligations, covenants and agreements under the Environmental Compliance and Indemnity Agreement are not diminished, discharged or adversely affected by this Agreement or any action or inaction taken by Lender in connection with the Loan, as amended by this Agreement. Borrower and Guarantor hereby agree that all of Borrower's and Guarantor's covenants, agreements, representations and warranties and liabilities and obligations as set forth in the Environmental Compliance and Indemnity Agreement with respect to the Loan as amended by this Agreement are hereby incorporated by reference herein and reaffirmed and apply to the Loan, as amended by this Agreement.

6. Reaffirmation. Borrower hereby restates and reaffirms Borrower's agreements, representations, covenants and warranties contained in the Mortgage, the Assignment of Rents and other Loan Documents and Borrower's agreements, representations, covenants and warranties shall pertain to, bind and encumber the Additional Property as fully and with the same effect as if the Mortgage, the Assignment of Rents, and the Project Financing Statements had been recorded against the Additional Property.

7. No Default. As a material inducement for Lender to enter into this Agreement, Borrower represents and warrants that no Event of Default has occurred under the Mortgage, the Assignment of Rents or any of the Loan Documents, as hereby modified, and Borrower hereby reaffirms all of its representations, covenants, agreements and obligations under the Mortgage, the Assignment of Rents and other Loan Documents, as hereby modified, which modified Mortgage, the Assignment of Rents and other Loan Documents secure Borrower's obligations under the Loan.

UNOFFICIAL COPY

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower, Guarantor and Lender have executed this Agreement as of the day and year first above written.

BORROWER:

GX CHICAGO, LLC, an Illinois limited liability company

By: **Baum Real Estate Services, LLC**, an Illinois limited liability company, its manager

By: 
David Baum, Manager

By: 
Douglas Baum, Manager

GUARANTORS:


Douglas P. Baum



David L. Baum

GX INVESTORS, LLC, an Illinois limited liability company

By: **GX Holdings, LLC**, an Illinois limited liability company, its Managing Member

By: **Baum Real Estate Services LLC**, an Illinois limited liability company, its manager


By: 
David Baum

By: 
Douglas Baum

UNOFFICIAL COPY

LENDER:

**RELATED UBC OPPORTUNITY FUND, LP, a
Delaware limited partnership**

By: 
Name: Justin Metz
Its: Managing Principal of the LP

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

I, Suzanne Davidson, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Justin Metz, being the ^{Managing Principal} ~~of the GP~~ of RELATED UBC OPPORTUNITY FUND, LP, a Delaware limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as their 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 26th day of September, 2011.

Suzanne Davidson
Notary Public

My Commission Expires:

SUZANNE DAVIDSON
Notary Public - State of New York
No. 01DA6234953
Qualified in Nassau County
My Comm. Expires Jan. 31, 2015

Property of Nassau County Clerk's Office

UNOFFICIAL COPY

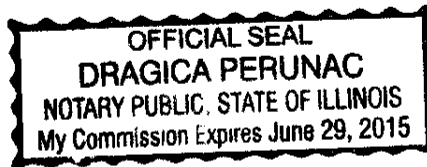
STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, DRAGICA PERUNAC, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that DAVID L. BAUM, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of September, 2011.

Dragica Perunac
Notary Public

My Commission Expires:
6-29-2015



Property of Cook County Clerk's Office

UNOFFICIAL COPY

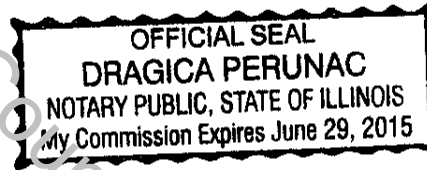
STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, DRAGICA PERUNAC, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that DOUGLAS P. BAUM, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, 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 his 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 27th day of Septubr, 2011.

Dragica Perunac
Notary Public

My Commission Expires:
6-29-2015



Property of Cook County Clerk's Office

UNOFFICIAL COPY

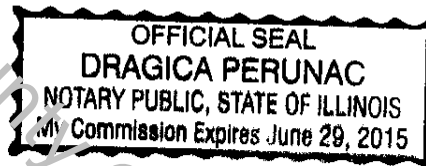
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, DRAGICA PERUNAC, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that David Baum and Douglas Baum, being the Managers of BAUM REAL ESTATE SERVICES, LLC, an Illinois limited liability company, the Manager of GX Chicago, LLC, an Illinois limited liability company, and GX Holdings, LLC, an Illinois limited liability company, the Manager of GX Investors, 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 appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as their 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 27th day of Sept., 2011.

Dragica Perunac
Notary Public

My Commission Expires:
6-29-2015



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LOAN DOCUMENTS

Each document listed below as more particularly described in the Loan Agreement:

- (a) the Loan Agreement;
- (b) the Note;
- (c) the Mortgage;
- (d) the Assignment of Rents;
- (e) the Project Financing Statements;
- (f) the Environmental Indemnity Agreement;
- (g) the Guaranty;
- (h) Gx Investors Guaranty;
- (i) the Collateral Assignment of Agreements;
- (j) the Collateral Assignment of Membership Interests in Borrower;
- (k) the Borrower Membership Financing Statements;
- (l) the Collateral Assignment of Membership Interests in GX Investors;
- (m) the GX Investors Membership Financing Statements;
- (n) the Collateral Assignment of Membership Interests in GX Holdings;
- (o) the GX Holdings Membership Financing Statements;
- (p) the Collateral Assignment of Membership Interests in Master Tenant;
- (q) the Master Tenant Membership Financing Statements;
- (r) the Collateral Assignment of Membership Interests in GXMTM;
- (s) the GXMTM Membership Financing Statements;
- (t) the Cash Management Agreement;
- (u) Control Account Agreements;
- (v) Lockbox Agreement;
- (w) the Interest Rate Cap Agreement;
- (x) the Collateral Assignment of Interest Rate Cap Agreement;
- (y) the Collateral Assignment of the Chevron Security Agreement;
- (z) Assignment of Rents and Leases between Master Tenant and Borrower;
- (aa) Assignment of Property Management Agreement between Master Tenant and Borrower;
- (bb) the Intercreditor Agreement; and

such other agreement, documents and instruments as are required under the Loan Agreement or which Lender may require at any time and from time to time to evidence or secure the Indebtedness or the Obligations.

UNOFFICIAL COPY

EXHIBIT B-1

LEGAL DESCRIPTION OF MORTGAGED PROPERTY

LOTS 1 TO 13, BOTH INCLUSIVE, LOTS 26 TO 34, BOTH INCLUSIVE, AND THE VACATED ALLEY RUNNING NORTH AND SOUTH LYING BETWEEN LOTS 1 TO 12 AND 26 TO 34, AND ALSO THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID NORTH AND SOUTH VACATED ALLEY AND SOUTH OF LOTS 12, 13, 26, 27 AND 28 AND ADJOINING SAID LOTS, AND THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD IN BLOCK 17 IN CROSBY'S SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2545 W. Diversey
Chicago, Illinois

PIN: 13-25-404-001-0000

LEGAL DESCRIPTION OF 2755-2757 N. MAPLEWOOD, CHICAGO, ILLINOIS

LOTS 42 AND 43 IN BLOCK 24 IN CROSBY'S SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 13-25-405-001-0000
13-25-405-002-0000

UNOFFICIAL COPY

EXHIBIT B-2

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

LOT 41 IN BLOCK 24 IN ALBERT CROSBY AND OTHERS SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-25-405-003-0000

Property of Cook County Clerk's Office