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TCF NATIONAL BANK

**SIXTEENTH AMENDMENT TO
COMMERCIAL MORTGAGE,
ASSIGNMENT OF RENTS, SECURITY
AGREEMENT AND FINANCING
STATEMENT**

Doc#: 1128046040 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/07/2011 12:46 PM Pg: 1 of 5

*This document prepared by and mail to:
Timothy S. Breems, Sr.
Ruff, Weidenaar & Reidy, Ltd.
222 N. LaSalle Street, Suite 700
Chicago, IL 60601*

This Box For Recorder's Use Only

This SIXTEENTH AMENDMENT TO COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT ("Agreement") is made as of September 1, 2011, by 1234 N. Halsted, LLC, an Illinois limited liability company ("Mortgagor") to TCF National Bank, a national banking association, with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527 ("Mortgagee").

RECITALS

WHEREAS, HP Dorchester, LLC, an Illinois limited liability company ("HP Dorchester"), Tempus Real Estate Group, Inc., an Illinois corporation ("Tempus Real Estate Group"), and Mortgagor (HP Dorchester, Tempus Real Estate Group and Mortgagor are collectively referred to herein as the "Borrowers") are indebted to Mortgagee (a) under a revolving line of credit (the "Revolving Line of Credit") in the principal amount not to exceed \$2,164,825.60 as evidenced by that certain promissory note of even date herewith made by the 1234 N. Halsted Borrowers to Mortgagee (the "Revolving Note"); (b) in the principal amount of \$1,150,000.00 (the "Facility B Loan") as evidenced by a promissory note of even date herewith made by the Halsted Borrowers to Mortgagee (the "Facility B Note"); (c) in the principal amount not to exceed \$2,108,000.00 (the "Facility C Loan") as evidenced by a promissory note dated October 1, 2004 made or assumed by the Borrowers as modified from time to time (the "Facility C Note"); and (d) in the principal amount not to exceed \$91,000.00 (the "Facility D Loan") as evidenced by a promissory note dated June 7, 2010 made or assumed by Borrowers as modified from time to time (the "Facility D Note");

WHEREAS, the Revolving Line of Credit, Facility B Loan, Facility C Loan and Facility D Loan are further evidenced or secured in part by that certain that certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated December 10, 2002, and recorded with the Cook County Recorder of Deeds on December 12, 2002 as

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Document No. 0021371684, as amended by that certain First Amendment dated November 18, 2003 and recorded with the Cook County Recorder of Deeds on December 5, 2003 as Document No. 0333932104, that certain Second Amendment to Mortgage dated October 1, 2004 and recorded with the Cook County Recorder of Deeds on October 25, 2004 as Document No. 0429933185, that certain Loan Assumption Agreement dated May 1, 2007 and recorded with the Cook County Recorder of Deeds on June 12, 2007 as Document No. 0716341074, that certain Eighth Note Modification, Loan Increase Extension and Modification Agreement dated as of October 1, 2008 and recorded with the Cook County Recorder of Deeds on November 10, 2008 as Document No. 0831533003, that certain Ninth Loan Modification Agreement dated as of December 19, 2008 and recorded with the Cook County Recorder of Deeds on January 28, 2009 as Document No. 0902846013 that certain Tenth Loan Modification and Extension Agreement dated as of October 1, 2009 and recorded with the Cook County Recorder of Deeds on December 1, 2009 as Document No. 0933533062, that certain Amendment to Mortgage dated as of June 7, 2010 recorded with the Cook County Recorder of Deeds on June 14, 2010 as Document No. 1016546008 and as otherwise modified from time to time (the "First Mortgage"), and by that certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated January 20, 2005 and recorded with the Cook County Recorder of Deeds on February 15, 2005 as Document No. 0504633206, as amended by that certain First Amendment to Mortgage dated June 6, 2005 and recorded with the Cook County Recorder of Deeds on June 15, 2005 as Document No. 0516611703, that certain Second Amendment to Mortgage dated January 20, 2006 and recorded with the Cook County Recorder of Deeds on March 17, 2006 as Document No. 0607646162, that certain Third Amendment to Mortgage dated October 12, 2006 and recorded with the Cook County Recorder of Deeds on November 16, 2006 as Document No. 0632042009, that certain Fourth Amendment to Mortgage dated May 1, 2007 and recorded with the Cook County Recorder of Deeds on June 12, 2007 as Document No. 0716341075, the Mortgage Amendment, the Assumption Agreement and as otherwise modified from time to time (the "Second Mortgage"), which First Mortgage and Second Mortgage relate to and encumber the property legally described on Exhibit A attached hereto and made a part hereof (the "Premises"). The First Mortgage, Second Mortgage and all other documents or instruments evidencing or securing any of the Loans are sometimes hereinafter collectively referred to as the "Loan Documents".

WHEREAS, Zafar Hussain ("Guarantor") owns and controls each of the Borrowers and also owns and controls each of Tempus Property LLC #6, an Illinois series limited liability company ("Tempus #6"), Forty West Chicago, LLC, an Illinois limited liability company ("Forty West"), Eastwood Damen, LLC, an Illinois limited liability company ("Eastwood Damen"), 2059 Pulaski, LLC, an Illinois limited liability company ("2059 Pulaski"), and MonAmi Mobil #2 Inc., an Illinois corporation ("MonAmi") (collectively the "Other Borrowers");

WHEREAS, Forty West and Guarantor are indebted to Mortgagee in the principal amount not to exceed Seven Hundred Sixty Thousand and 00/100 Dollars (\$760,000.00) (the "Forty West Loan") as evidenced by a promissory note dated May 9, 2006 made or assumed by Forty West and Guarantor to Mortgagee as modified from time to time (the "Forty West Note");

WHEREAS, 1234 N. Halsted, Tempus Real Estate Group, Inc., an Illinois corporation, and Tempus #6 (collectively the "Facility E-F Borrowers") are indebted to Mortgagee (a) under a

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letter of credit facility (the "Letter of Credit") in the principal amount of \$3,930.00 as evidenced by that certain Application and Agreement for Irrevocable Standby Letter of Credit dated August 5, 2011 made by the Facility E-F Borrowers to Mortgagee (the "Letter of Credit Note"); and (b) under a non-revolving line of credit in the principal amount not to exceed \$455,000.00 (the "Non-Revolving Line of Credit") as evidenced by a promissory note of even date herewith made by the Facility E-F Borrowers to Mortgagee (the "Non-Revolving Note");

WHEREAS, Eastwood Damen is indebted to Mortgagee in the principal amount not to exceed \$900,000.00 ("Eastwood Damen Loan") as evidenced by a promissory note dated June 15, 2006 made by Eastwood Damen to Mortgagee as modified from time to time (the "Eastwood Damen Note");

WHEREAS, 2059 Pulaski is indebted to Mortgagee in the principal amount not to exceed \$686,000.00 ("2059 Pulaski Loan") as evidenced by a promissory note dated June 26, 2002 as assumed by 2059 Pulaski to Mortgagee and modified from time to time (the "2059 Pulaski Note");

WHEREAS, MonAmi is indebted to Mortgagee in the principal amount not to exceed \$960,000.00 ("MonAmi Loan") as evidenced by a promissory note dated August 15, 2005 made by MonAmi to Mortgagee as modified from time to time (the "MonAmi Note");

WHEREAS, Revolving Line of Credit, Facility B Loan, Facility C Loan, Facility D Loan, Forty West Loan, Letter of Credit, Non-Revolving Line of Credit, Eastwood Damen Loan, 2059 Pulaski Loan, and MonAmi Loan are hereinafter collectively referred to as the "Loans". The Revolving Note, Facility B Note, Facility C Note, Facility D Note, Forty West Note, Letter of Credit Note, Non-Revolving Note, Eastwood Damen Note, 2059 Pulaski Note, and MonAmi Note are hereinafter collectively referred to as the "Notes";

WHEREAS, to induce the Mortgagee to issue and modify certain of the Loans, Mortgagee has offered to cross collateralize the Loan with each of the other Loans pursuant to the terms, covenants and conditions set forth herein. Mortgagee has accepted such offer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Mortgagee hereby agree with the Bank as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference as if fully set forth in this Paragraph 1 of the Agreement.
2. Each of the First Mortgage and Second Mortgage is hereby modified to provide that each of such First Mortgage and Second Mortgage shall secure, without limitation, each of the Loans and such that any reference in the Mortgage to the term "Note" or "Notes" shall mean each of the Notes and any reference in the Mortgage to the term "Liabilities" shall additionally include without limitation any and all liabilities, obligations and indebtedness including interest accruing on and under each of the Notes or otherwise owing by any of Borrowers or Other Borrowers to the Mortgagee.

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3. As a condition precedent to the agreements contained herein, Mortgagor shall pay to the Mortgagee all out-of-pocket costs and expenses incurred by the Mortgagee in connection with this Agreement, including, without limitation, title charges, recording fees, and attorneys' fees and expenses.

4. In all respects, other than those expressly amended, modified, or supplemented hereby, Mortgagor does hereby ratify and confirm the provisions, terms and conditions of each of the First Mortgage and Second Mortgage as modified herein.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed the day and year above written.

Address:
1234 N. Halsted
Chicago, IL 60622

MORTGAGOR:

1234 N. Halsted, LLC,
an Illinois limited liability company

By: Zafar Hussain

Name: Zafar Hussain

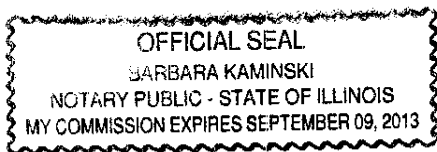
Title: Manager

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Zafar Hussain, personally known to me to be the same person whose name is as Manager of 1234 N. Halsted, LLC, an Illinois limited liability company, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said 1234 N. Halsted, LLC, an Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of September, 2011.

My Commission Expires: 9-9-13 Barbara Kaminski
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

LOTS 39 TO 46 IN J.A. YALE'S SUBDIVISION OF BLOCK 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THAT PART OF LOT 38 IN J.A. YALE'S SUBDIVISION OF BLOCK 72 IN ELSTON'S ADDITION TO CHICAGO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF KINGSBURY STREET AT THE NORTHWEST CORNER OF LOT 38; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 38, A DISTANCE OF 96.0 FEET; THENCE SOUTHEASTERLY, 25.0 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 38, A DISTANCE OF 106.85 FEET WEST OF THE WEST LINE OF HALSTED STREET; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF LOT 39, A DISTANCE OF 89.06 FEET; THENCE NORTHWESTERLY ALONG KINGSBURY STREET, 25.0 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

P.I.N.: 17-05-225-015-0000; 17-05-225-016-0000;
17-05-225-017-0000; 17-05-225-018-0000; 17-05-225-019-0000

Address: 1234 N. Halsted, Chicago, Illinois