



Doc#: 1215341050 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 06/01/2012 03:00 PM Pg: 1 of 11

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Cadwalader, Wickersham & Taft LLP  
227 West Trade Street, Suite 2400  
Charlotte, North Carolina 28202  
Attention: James P. Carroll, Esq.

M.G.R. TITLE

**AMENDMENT OF FEE MORTGAGE AND SECURITY AGREEMENT**

**THIS AMENDMENT TO FEE MORTGAGE AND SECURITY AGREEMENT** (the "**Amendment**") is made as of the 22nd day of May, 2012, by and among **BRE/LQ PROPERTIES L.L.C.**, a Delaware limited liability company having an address c/o Blackstone Real Estate Acquisitions IV L.L.C., 345 Park Avenue, New York, New York 10154 (the "**Borrower**"), **BRE/LQ OPERATING LESSEE INC.**, a Delaware corporation having an address c/o Blackstone Real Estate Acquisitions IV L.L.C., 345 Park Avenue, New York, New York 10154 (the "**Operating Lessee**"; and together with the Borrower, the "**Mortgagor**") and the **LENDER** (as defined below).

**RECITALS:**

**WHEREAS**, Mortgagor, BRE/LQ FL PROPERTIES L.L.C., BRE/LQ TX PROPERTIES L.P., and MERRILL LYNCH BANK USA, a Utah industrial bank, having an address at 15 W. South Temple Street, Ste. 300, Salt Lake City, Utah, 84101, MERRILL LYNCH MORTGAGE LENDING, INC., a Delaware corporation, having an address at 4 World Financial Center, 16<sup>th</sup> Floor, New York, New York 10080, UBS REAL ESTATE SECURITIES INC., a Delaware corporation, having an address at 1285 Avenue of the Americas, New York, New York 10019 and BANK OF AMERICA, N.A., a national banking association, having an address at Hearst Tower, 214 North Tryon Street, Charlotte, North Carolina 28255 (collectively, "**Original Lender**") are parties to that certain Loan Agreement dated as of July 6, 2007 (the "**Prior Loan Agreement**"), as

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amended by that certain Amended and Restated Loan Agreement dated as of December 20, 2007 (the "**Amended and Restated Loan Agreement**"), as further amended by that certain Amendment to Amended and Restated Loan Agreement dated as of March \_\_\_, 2008 (the "**First Amendment to Loan Agreement**"; the Prior Loan Agreement, as amended and restated by the Amended and Restated Loan Agreement, and as further amended by the First Amendment to Loan Agreement, the "**Existing Loan Agreement**"), and as further amended by a Second Amendment to Amended and Restated Loan Agreement and Omnibus Amendment to Loan Documents dated of even date herewith between Original Lender and Wells Fargo Bank, N.A., as Trustee for the Registered Certificateholders of Merrill Lynch Floating Trust Commercial Mortgage Pass Through Certificates, Series 2008-LAQ (the "**Trust**"; collectively with the Original Lender, the "**Lender**") (the "**Second Amendment to Loan Agreement**", the Existing Loan Agreement as amended by the Second Amendment to Loan Agreement, and as the same may be amended, amended and restated, supplemented, and modified from time to time, collectively, the "**Loan Agreement**") pursuant to which Original Lender made a loan secured by, *inter alia*, mortgages on real property as more particularly described in the Loan Agreement;

**WHEREAS**, it is the desire of the Lender, the Mortgagor, and the other parties named therein to amend certain terms and provisions of the Existing Loan Agreement pursuant to the Second Amendment to Loan Agreement;

**WHEREAS**, Mortgagor's obligations under the Loan are secured by, among other things, a Fee Mortgage and Security Agreement dated July 6, 2007, filed with the Recorder of Deeds of Cook County, Illinois, on August 27, 2007, as Document No. #0723922124, from the Mortgagor to Mortgage Electronic Registration Systems, Inc. ("**MERS**"), as nominee of the Original Lender (as the same may be further amended, supplemented, modified, restated, renewed or extended from time to time, "**Security Instrument**"), covering certain real property and improvements thereon, more particularly described in Exhibit A attached hereto and made a part thereof (collectively, the "**Property**");

**WHEREAS**, immediately prior to the recording of this Amendment, MERS assigned its right, title and interest in, and to, the Security Instrument to Lender;

**WHEREAS**, Mortgagor and Lender have agreed to enter into this Amendment to amend and assign the Security Instrument.

NOW, THEREFORE, in consideration for the foregoing and of other good and valuable consideration, the receipt and sufficiency of which prior to the execution of these presents is hereby acknowledged, the Mortgagor and Lender now agree to make the following amendments to the Security Instrument:

1. Amendments.

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(a) All references in the Security Instrument to MERS are hereby deleted and shall be deemed to refer to Lender, as mortgagee.

(b) Section 12.3 is deleted in its entirety and replaced with the following:

“All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.”

(c) Section 16.7 is hereby deleted in its entirety and replaced with the following. **“Variable Rate, Additional Interest.** This Security Instrument secures the full and timely payment of the Obligations, including, among other things, the obligation to pay interest on the unpaid principal balance at a variable rate of interest equal to the sum of (i) LIBOR and (ii) the Spread. For purposes of the foregoing, the “Spread” shall mean (a) with respect to the period prior to July 6, 2012, (i) with respect to each Class A-1 Note (and with respect to each Component thereof, as applicable), 0.550000000000%, (ii) with respect to each Class A-2 Note, 0.550000000000%, (iii) with respect to each Class A-3 Note, 0.550000000000%, (iv) with respect to Note B-1 (and with respect to each Component thereof) 0.550000000000% and (v) with respect to Note B-2, 1.000000000000%, and (b) with respect to the period on or following July 6, 2012, (i) with respect to each Class A-1 Note (and with respect to each Component thereof, as applicable), 0.550000000000%, (ii) with respect to each Class A-2 Note, 0.550000000000%, (iii) with respect to each Class A-3 Note, 0.550000000000%, (iv) with respect to Component B-1-1 of Note B-1, 3.891000%, (v) with respect to Component B-1-2 of Note B-1, 4.787500%, (vi) with respect to Component B-2-1 of Note B-2, 5.302000%, (vii) with respect to Component B-2-2 of Note B-2, 5.902000%, and (viii) with respect to Component B-2-3 of Note B-2, 6.805000%.”

(d) Section 16.9 is hereby deleted in its entirety and replaced with the following: **“Maturity Date.** The Loan shall be due and payable in full on or before July 6, 2012 with one (1) two (2) year extension option.”

2. Governing Law. Section 13.1 of the Security Instrument is incorporated by reference herein.

3. No Other Amendments. Except as expressly amended by this Amendment, the terms and provisions of the Security Instrument are unchanged and remain in full force and effect and are hereby ratified and confirmed in all respects. Mortgagor reaffirms its promise to comply with and be bound by each and every of the other terms and provisions of the Security Instrument, as modified by this Amendment.

4. Definitions. All references herein, in the Note and the other Loan Documents to the Security Instrument shall mean the Security Instrument, as modified by this Amendment. Terms not otherwise defined in this Amendment shall have the meaning given to such terms in the Loan Agreement.

5. Expenses. Mortgagor hereby agrees to reimburse Lender for all of the reasonable out-of-pocket costs and expenses incurred by Lender in connection with the

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preparation, execution, delivery and recordation of this Amendment, including, without limitation, the fees and disbursements of Lender's counsel.

6. Successors and Assigns. The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns.

7. 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 of which taken together, will be deemed to be one and the same instrument.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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**LENDER:**

**WELLS FARGO BANK, N.A., AS THE  
TRUSTEE FOR THE REGISTERED  
CERTIFICATEHOLDERS OF MERRILL  
LYNCH FLOATING TRUST COMMERCIAL  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2008-LAQ**

**MERRILL LYNCH BANK USA**

**MERRILL LYNCH MORTGAGE LENDING,  
INC.**

**UBS REAL ESTATE SECURITIES INC.**

**BANK OF AMERICA, N.A.**

**BANK OF AMERICA, N.A.**, a national  
banking association, as servicer on behalf of  
Lender

By: \_\_\_\_\_

Name: James P. McAllister

Title: Director

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## NOTARY ACKNOWLEDGMENT

STATE OF NORTH CAROLINA )  
 ) ss.:  
COUNTY OF MECKLENBURG )

On the 16 day of May, 2012, before me, the undersigned, a notary public in and for said state, personally appeared James P. McAllister, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity as Director of BANK OF AMERICA, N.A., a national banking association, and that said instrument was signed on behalf of the said national banking association by the authority of its Director and the said Director acknowledged the execution of said instrument to be the voluntary act and deed of said national banking association by it voluntarily executed in the ordinary course of the national banking association's business and affairs.

Desiree A Benjamin  
Notary Public

My Commission Expires:

September 14, 2013



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Chicago Hoffman Estates, IL (#678)

## EXHIBIT A

### PARCEL 1:

LOT 3 IN BARRINGTON POINTE SUBDIVISION IN THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY SIGN EASEMENT AGREEMENT RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106392 AND RE-RECORDED SEPTEMBER 28, 1988 AS DOCUMENT 88446130, AND SHOWN ON PLAT DOCUMENT NUMBER 86106425 BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 109437 BY DOCUMENT EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED AUGUST 22, 1985 AND KNOWN AS TRUST NUMBER 110224 AND LA QUINTA MOTOR INNS, INC., ON THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF HIGGINS ROAD AS DEDICATED BY INSTRUMENT RECORDED MARCH 27TH, 1941 AS DOCUMENT NO. 12647603, WITH THE WEST LINE OF BARRINGTON ROAD AS DEDICATED BY INSTRUMENT RECORDED JULY 8TH, 1932 AS DOCUMENT NUMBER 1113016; THENCE NORTH 00 DEGREES 03 MINUTES 13 SECONDS WEST ALONG SAID WESTERLY LINE OF BARRINGTON ROAD, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 1, 445.91 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF PERPETUAL EASEMENT FOR HIGHWAY PURPOSES AS PER WARRANTY DEED DATED MAY 31, 1957 AND RECORDED JUNE 10, 1957 AS DOCUMENT NO. 16926933; THENCE SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, BEING A LINE AT RIGHT ANGLES TO SAID WEST LINE OF BARRINGTON ROAD, 30.00 FEET TO THE WEST LINE OF SAID PERPETUAL EASEMENT; THENCE NORTH 00 DEGREES 03 MINUTES 13 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, BEING A LINE 80.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 1, 259.60 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED PARALLEL LINE 10.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 13 SECONDS WEST 6.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 56 MINUTES 47 SECONDS, EAST 10.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 03 MINUTES 13 SECONDS EAST 6.00 FEET TO THE PLACE OF BEGINNING.

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## PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DEPICTED ON THE PLAT OF SUBDIVISION OF BARRINGTON POINTE SUBDIVISION, RECORDED AS DOCUMENT 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987, EXECUTED BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 109437 AND LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 110224, RECORDED AS DOCUMENT 87106425, FOR PASSAGEWAY OVER: THE AREA DESCRIBED AS EASEMENT FOR DRIVEWAY, INGRESS AND EGRESS AND UTILITY EASEMENT, 28 FEET IN TOTAL WIDTH ALONG THE COMMON BORDER WITH 10154 AND 5 IN BARRINGTON POINTE SUBDIVISION IN THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106425.

## PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DEPICTED ON THE PLAT OF SUBDIVISION OF BARRINGTON POINTE RECORDED AS DOCUMENT NUMBER 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987, AND RECORDED AS DOCUMENT NUMBER 87106425, EXECUTED BY LASALLE NATIONAL BANK AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 110224, FOR PASSAGEWAY OVER THAT PORTION OF LOT 2 FOLLOWING BETWEEN THE BOUNDARIES OF LOTS 1, 3 AND 5, 54 FEET WIDE AT THE EAST LINE AND 144.54 FEET ALONG THE SOUTH LINE.

## PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DEPICTED ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 87106425 OF BARRINGTON POINTE SUBDIVISION AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987 AND RECORDED AS DOCUMENT 87106425, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 110224, FOR PASSAGEWAY OVER: LOT 2 ALONG ITS COMMON BORDER WITH LOT 3, BEING 12 FEET WIDE ALONG THE SOUTHEASTERLY LINE OF LOT 2, ADJOINING LOT 3.

## PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DELINEATED ON THE PLAT OF SUBDIVISION OF THE BARRINGTON POINTE SUBDIVISION RECORDED AS DOCUMENT NUMBER 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987 RECORDED AS DOCUMENT NUMBER 87106425, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK, AS

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TRUSTEE, UNDER TRUST NUMBER 110224, FOR DETENTION/RETENTION, AT THE NORTHWEST CORNER OF LOT 2.

PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DEPICTED ON THE PLAT OF SUBDIVISION OF BARRINGTON POINTE SUBDIVISION RECORDED AS DOCUMENT NUMBER 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987 RECORDED AS DOCUMENT NUMBER 87106425, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 110224, FOR STORM SEWER, WITHIN THAT PORTION OF LOT 2 DESCRIBED ON THE PLAT AS "UTILITY EASEMENT".

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DEPICTED ON THE PLAT OF BARRINGTON POINTE SUBDIVISION RECORDED AS DOCUMENT NUMBER 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 87106425, DATED FEBRUARY 19, 1987, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 110224 FOR TEMPORARY EASEMENT FOR LIGHTING, LANDSCAPING, CONSTRUCTION AND SLOPE LOCATION UPON LOT 2 ADJACENT TO THE EASEMENT FOR DRIVEWAY, INGRESS AND EGRESS AND UTILITY EASEMENT LOCATION ON LOT 2 ALONG ITS COMMON BORDER WITH LOT 3 FOR THE PURPOSE OF INSTALLING AND MAINTAINING LIGHTS AND LANDSCAPING, SAID EASEMENT AREA OVER THE SOUTHEASTERLY 5 FEET OF LOT 2 LYING NORTHWESTERLY AND ADJOINING THE SOUTHEASTERLY 12 FOOT DRIVEWAY EASEMENT OF LOT 2.

Property Address: 2280 Barrington Road, Hoffman Estates, IL

P.I.N.: 06-01-200-017-0000