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Doc#: 1215341054 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/01/2012 03:01 PM Pg: 1 of 10

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.

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, 16th 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 22, 2007, as Document No. #0723418076, 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, 6.802000%.”

(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 16th 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.

Nisia A. Benjamin
Notary Public

My Commission Expires:

September 14, 2013

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Arlington Heights, IL (#679)

EXHIBIT A

PARCEL 1:

THAT PART OF LOT 1 IN BILL KNAPP'S RESUBDIVISION, A RESUBDIVISION OF LOT 4 IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER UNIT 12 IN PART OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BILL KNAPP'S RESUBDIVISION RECORDED JULY 12, 1983 AS DOCUMENT NO. 26683318, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1, 148.0 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 25.00 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, 52.00 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 1, 141.16 FEET TO AN INTERSECTION WITH A LINE 30.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1; THENCE WESTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE, 66.26 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 30.00 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT 1; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1, 152.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1, 11.63 FEET TO THE NORTH EAST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1, 197.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER UNIT NO. 9, BEING A SUBDIVISION IN PART OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED SEPTEMBER 24, 1976 AS DOCUMENT 23650671 IN THE OFFICE OF THE RECORDER OF DEEDS, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

COMMON ACCESS AND CROSS-PARKING EASEMENT FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 AS CREATED BY INSTRUMENT DATED MAY 29, 1987 AND RECORDED APRIL 19, 1988 AS DOCUMENT 88160821 MADE BY AND BETWEEN LA QUINTA MOTOR INNS, INC., A TEXAS CORPORATION AND BILL KNAPP'S PROPERTIES, INC., A MICHIGAN CORPORATION, IN, TO, OVER, ACROSS AND THROUGH THE COMMON AREAS CONSISTING OF THE DRIVEWAYS, ENTRANCES,

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EXITS, PARKING AND DRIVEWAY AREAS THROUGH THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 1 IN BILL KNAPP'S RESUBDIVISION OF LOT 4 IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER UNIT 12, IN PART OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BILL KNAPP'S RESUBDIVISION RECORDED JULY 12, 1983, AS DOCUMENT NO. 26683318, WITH EXCEPTION TO THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1, 148.00 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 25.00 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, 52.00 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 1, 141.16 FEET TO AN INTERSECTION WITH A LINE 30.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1; THENCE WESTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE, 66.26 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE 30.00 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT 1, 152.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE OF SAID LOT 1, 11.63 FEET TO THE NORTH EAST CORNER OF SAID LOT 1, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1, 197.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS FOR INGRESS AND EGRESS BY PEDESTRIAN AND VEHICULAR TRAFFIC.

Property Address: 1415 West Dundee Road, Arlington Heights, IL

P.I.N.: Parcel 1: 03-07-102-003-0000

Parcel 2: 03-07-102-003-0000