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Cook County Recorder of Deeds
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Pearl A. Zager, Esq.
Vedder Price P.C.
222 N. LaSalle St.
Chicago, Illinois 60601

PERMANENT TAX INDEX NUMBER:

13-13-410-019-0000

PROPERTY ADDRESS:

4100-10 North Rockwell Street
Chicago, Illinois

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**FIRST AMENDMENT TO REVOLVING MORTGAGE, ASSIGNMENT OF RENTS
AND LEASES AND FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES**

THIS FIRST AMENDMENT TO REVOLVING MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is made as of March 2, 2012, and effective as of February 1, 2012, by and between **HELTZER REAL ESTATE, LLC**, an Illinois limited liability company (the "Mortgagor"), and **NORTHBROOK BANK AND TRUST COMPANY**, successor pursuant to Purchase and Assumption Agreement by and between FDIC, as the receiver of the Assets and Liabilities of First Chicago Bank & Trust pursuant to 12 U.S.C. 1821(d)(2)(A), as Seller, and Lender, as Buyer, dated July 8, 2011 (together with its successors and/or assigns, collectively, the "Lender").

RECITALS:

A. Pursuant to the terms and conditions contained in that certain Loan and Security Agreement dated as of September 29, 2008, as amended by that certain Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of September 29, 2009, that certain Second Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of November 20, 2009, that certain Third Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of September 29, 2010, that certain Fourth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of December 31, 2010, that certain Fifth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty

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dated as of September 29, 2011 and that certain Sixth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of the date hereof (as further amended, restated or replaced from time to time, collectively, the "**Loan Agreement**"), executed by and among (i) the Mortgagor, **GOOSE ISLAND BOATYARD, LLC**, an Illinois limited liability company ("**Goose Island LLC**"), **4853 NORTH RAVENSWOOD, LLC**, an Illinois limited liability company ("**Ravenswood LLC**") and **STAY, INC.**, an Illinois corporation ("**Stay Inc.**"); (the Mortgagor, Goose Island LLC, Ravenswood LLC and Stay Inc. are collectively referred to in this Amendment as the "**Borrowers**"), jointly and severally, and (ii) the Lender, the Lender agreed to loan to the Borrowers:

(i) the maximum principal amount of **THREE HUNDRED FORTY NINE THOUSAND SEVEN HUNDRED TWENTY SEVEN AND 81/100 DOLLARS** (\$349,727.81) (the "**Go Cycle Revolving Loan**"), which Go Cycle Revolving Loan is evidenced by that certain Fourth Replacement Go Cycle Note dated as of December 31, 2011 (as amended, restated or replaced from time to time, the "**Go Cycle Revolving Note**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the maximum principal amount of the Go Cycle Revolving Loan and due on September 30, 2012;

(ii) the maximum principal amount of **TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS** (\$250,000.00) (the "**Goose Island Revolving Loan**"), which Goose Island Revolving Loan is evidenced by that certain Fifth Replacement Goose Island Revolving Note dated as of the date hereof (as amended, restated or replaced from time to time, the "**Goose Island Revolving Note**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the maximum principal amount of the Goose Island Revolving Loan and due on September 30, 2012;

(iii) the maximum principal amount of **FOUR HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS** (\$450,000.00) (the "**Stay Inc. Revolving Loan**"), which Stay Inc. Revolving Loan is evidenced by that certain Fourth Replacement Stay Inc. Revolving Note as of December 31, 2011 (as amended, restated or replaced from time to time, the "**Stay Inc. Revolving Note**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the maximum principal amount of the Stay Inc. Revolving Loan and due on September 30, 2012;

(iv) the maximum principal amount of **SIX MILLION AND 00/100 DOLLARS** (\$6,000,000.00) (the "**Goose Island Term Loan**"), which Goose Island Term Loan is evidenced by that certain Second Replacement Goose Island Term Note dated as of the date hereof (as amended, restated or replaced from time to time, the "**Goose Island Term Note**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the original principal amount of the Goose Island Term Loan and due on September 30, 2012;

(v) the maximum principal amount of **TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$2,500,000.00) (the "**Heltzer Term Loan**"), which Heltzer Term Loan is evidenced by that certain Heltzer Term Note dated as of

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September 29, 2008 (as amended, restated or replaced from time to time, the "**Heltzer Term Note**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the original principal amount of the Heltzer Term Loan and due on September 29, 2013 (the "**Maturity Date**");

(vi) the maximum principal amount of **ONE MILLION AND 00/100 DOLLARS** (\$1,000,000.00) (the "**Ravenswood Term Loan**"), which Ravenswood Term Loan is evidenced by that certain Ravenswood Term Note dated as of September 29, 2008 (as amended, restated or replaced from time to time, the "**Ravenswood Term Note**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the original principal amount of the Ravenswood Term Loan and due the Maturity Date;

(vii) the maximum principal amount of **ONE MILLION FOUR HUNDRED EIGHTY FOUR THOUSAND AND 00/100 DOLLARS** (\$1,484,000.00) (the "**Heltzer Term Loan No. 2**") which Heltzer Term Loan No. 2 is evidenced by that certain First Replacement Heltzer Term Note No. 2, dated as of the date hereof (as amended, restated or replaced from time to time, the "**Heltzer Term Note No. 2**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the amount of the principal amount of the Heltzer Term Loan No. 2 and due the Maturity Date;

(viii) the maximum principal amount of **TWO HUNDRED NINETY TWO THOUSAND EIGHT HUNDRED FIFTY EIGHT AND 19/100 DOLLARS** (\$292,858.19) (the "**Overdraft Loan**"), which Overdraft Loan is evidenced by that certain Overdraft Note, dated as of the date hereof (as amended, restated or replaced from time to time, the "**Overdraft Note**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the amount of the principal amount of the Overdraft Loan and due July 1, 2016.

(ix) in the original principal amount of **FORTY ONE THOUSAND SIX HUNDRED AND 00/100 DOLLARS** (\$41,600.00) (the "**Deferred Interest Loan**"; the Go Cycle Revolving Loan, the Goose Island Revolving Loan, the Stay Inc. Revolving Loan, the Goose Island Term Loan, the Heltzer Term Loan, the Ravenswood Term Loan, the Heltzer Term Loan No. 2, the Overdraft Loan and the Deferred Interest Loan are hereinafter collectively referred to as the "**Loans**"), which Deferred Interest Loan is evidenced by that certain Deferred Interest note, dated as of the date hereof (as amended, restated or replaced from time to time, the "**Deferred Interest Note**"), jointly and severally executed by the Borrowers and made payable to the order of the Lender in the principal amount of the Deferred Interest Loan and due June 1, 2012.

B. As security for the Loans, the Mortgagor executed in favor of the Lender (i) that certain Revolving Mortgage, Assignment of Rents and Leases and Fixture Filing dated November 20, 2009, and recorded with the Recorder of Deeds in Cook County, Illinois (the "**Recorder's Office**") on January 5, 2010, as Document No. 1000547070 (the "**Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "**Property**"), and (ii) that certain Assignment of Rents and Leases dated

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November 20, 2009, and recorded in the Recorder's Office on January 5, 2010, as Document No. 1000547071 (the "Assignment of Leases"), and (iii) this Amendment.

C. The Borrowers have requested, and the Lender has agreed, among other things, to (i) extend the maturity dates of the Goose Island Term Loan, the Goose Island Revolving Loans, the Stay Inc. Revolving Loans, the Go Cycle Sports Revolving Loans, (ii) to increase the original principal amount of the Heltzer Term Loan No. 2 from \$1,440,000.00 to \$1,484,000.00, (iii) to make the Overdraft Loan, and (iv) to make the Deferred Interest Loan.

D. In connection with the foregoing, (i) the Borrowers, the Guarantor and the Lender have executed that certain Sixth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of even date herewith (the "**Loan Agreement Amendment**"), and (ii) the Borrowers have jointly and severally executed the Go Cycle Revolving Note, the Goose Island Revolving Note, the Stay Inc. Revolving Note, the Goose Island Term Note, the Heltzer Term Note No. 2, the Overdraft Note and the Deferred Interest Note.

E. One condition precedent, among others, to the Lender's (i) execution of the Loan Agreement Amendment, and (ii) making the Overdraft Loan and the Deferred Interest Loan, is the execution and delivery by the Mortgagor of this Amendment.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Amendment), (ii) the agreements by the Lender to modify the Mortgage and the Assignment of Leases, as provided in this Amendment, (iii) the covenants and agreements contained in this Agreement, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. **Definitions of Notes.** Each of the Mortgage and the Assignment of Leases is amended to provide that the term "Notes" means, collectively, the Go Cycle Revolving Note, the Goose Island Revolving Note, the Stay Inc. Revolving Note, the Goose Island Term Note, the Heltzer Term Note, the Ravenswood Term Note, the Heltzer Term Note No. 2, the Overdraft Note and the Deferred Interest Note, as each of the foregoing terms are defined in the Recitals of this Amendment.

2. **Definition of Loans.** Each of the Mortgage and the Assignment of Leases is amended to provide that the term "Loans" means, collectively, the Go Cycle Revolving Loan, the Goose Island Revolving Loan, the Stay Inc. Revolving Loan, the Goose Island Term Loan, the Heltzer Term Loan, the Ravenswood Term Loan, the Heltzer Term Loan No. 2, the Overdraft Loan and the Deferred Interest Loan.

3. **Maximum Indebtedness.** Section 36(j) of the Mortgage is hereby amended in its entirety as follows:

"(j) **Maximum Indebtedness.** Notwithstanding anything contained herein to the contrary, in no event shall the Indebtedness exceed an amount equal to **TWENTY-FOUR MILLION EIGHT HUNDRED TWENTY THREE**

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THOUSAND SIX HUNDRED AND 19/100 DOLLARS (\$24,823,600.19); provided, however, in no event shall the Lender be obligated to advance funds in excess of the face amount of the Notes.”

4. **Miscellaneous.**

(a) This Amendment is governed by and should be construed in accordance with the laws of the State of Illinois.

(b) Except as expressly modified hereby, the terms of the Mortgage and the Assignment of Leases are and remain unmodified and in full force and effect.

(c) This Amendment binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(d) This Amendment may be executed in one or more counterparts, all of which, when taken together, constitute one original Amendment.

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IN WITNESS WHEREOF, the Mortgagor and the Lender have executed and delivered this First Amendment to Revolving Mortgage, Assignment of Rents and Leases and Fixture Filing and Assignment of Rents and Leases as of the day and year first above written.

THE MORTGAGOR:

HELTZER REAL ESTATE, LLC, an Illinois limited liability company

By: _____

Michael Heltzer, its sole member

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO **HEREBY CERTIFY** that Michael Heltzer, the sole member of **HELTZER REAL ESTATE, 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 sole member, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the 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 18th day of APRIL, 2012.

[Signature]
Notary Public

My Commission Expires:

08-02-12



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[Signatures Continued from Preceding Page]

THE LENDER:

NORTHBROOK BANK AND TRUST COMPANY, Successor as aforesaid

By: *Kevin J. Fahy*

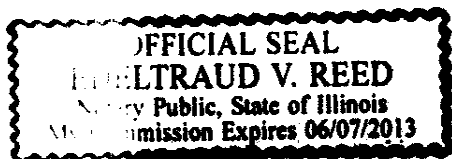
Name: *Kevin J. Fahy*

Title: *Vice President*

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that *Kevin J. Fahy*, the *Vice President* of NORTHBROOK BANK & TRUST 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 he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *23rd* day of *APRIL*, 2012.



Edeltaud V. Reed
Notary Public

My Commission Expires. *6-7-2013*

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY ADDRESS:

4100-10 North Rockwell Street
Chicago, Illinois

PERMANENT TAX INDEX NUMBER:

13-13-410-019-0000

LOTS 19 TO 24, INCLUSIVE IN BLOCK 3 IN PAUL O. STENSLAND'S SECOND SUBDIVISION, IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.