



Doc#: 1333839066 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/04/2013 11:31 AM Pg: 1 of 7

5/03/13
7/12

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

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage Amendment") is made as of the 27th day of November, 2013, by and between **INTEGRATED CLARK MONROE LLC**, an Illinois limited liability company, having an office at 181 West Madison Street, Suite 4700, Chicago, Illinois 60602 ("**Mortgagor**"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as Administrative Agent under the Loan Agreement, defined below, having an office at 209 S. LaSalle Street, Suite 210, Chicago, Illinois, 60604 ("**Mortgagee**"). Initially capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Loan Agreement (defined below).

WITNESSETH:

WHEREAS, Mortgagor, by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July 22, 2013 in favor of Administrative Agent, which was recorded with the Recorder of Deeds of Cook County, Illinois on July 23, 2013 as Document Number 1320416079 (as may be amended, restated or otherwise modified from time to time, the "**Mortgage**"), granted, conveyed, mortgaged, pledged and assigned unto Mortgagee on behalf of Lenders (as defined in the Loan Agreement) certain real property located in Cook County, Illinois, which is more particularly described on Exhibit A attached hereto, to secure certain Secured Obligations (as defined in the Mortgage);

WHEREAS, reference is made to that certain Loan Agreement dated as of July 27, 2013 by and among Mortgagor, Mortgagee and Lenders (the "**Original Loan Agreement**"), as amended by that certain First Amendment to Note and Other Loan Documents of even date herewith by and among Borrower, Guarantors, Mortgagee and Lenders (the "**First Amendment**"; the Original Loan Agreement, as amended by the First Amendment and as may be further amended, restated or modified from time to time, the "**Loan Agreement**") relating to a certain Loan described therein;

Construction Loan

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING SHOULD
BE RETURNED TO:

T. Randall Graeb
Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison Street, Suite 3900
Chicago, Illinois 60606

UNOFFICIAL COPY

WHEREAS, Mortgagor has requested certain modifications to the Loan Documents (as defined in the Mortgage), all as set forth in the First Amendment, and Mortgagor and Mortgagee desire to execute and deliver this Mortgage Amendment to reflect certain modifications to the Mortgage set forth in the First Amendment, as specified herein;

NOW, THEREFORE, for and in consideration of the recitals set forth above and made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree as follows:

1. The terms “Note,” “Loan Agreement” and “Loan Documents,” each as used in the Mortgage and the other Loan Documents, shall mean the Note, the Loan Agreement and the Loan Documents, respectively, each as amended (and restated, as applicable) by the First Amendment and this Mortgage Amendment, as applicable.

2. Mortgagor acknowledges and agrees that, pursuant to the First Amendment, the Loan and Loan Documents shall be cross-collateralized such that (i) all of the Loan Documents (including, without limitation, the Mortgage) and all of the Mortgage Property described therein shall be deemed to secure the obligations and liabilities of Mortgagor and Guarantors with respect to the \$9,654,086.00 Bridge Loan, the Bridge Loan Agreement and the other Bridge Loan Documents (each as defined in the First Amendment), and (ii) the Bridge Loan and all of Bridge Loan Documents and the collateral described therein shall be deemed to secure the obligations and liabilities of Mortgagor under and in connection with the Loan, the Loan Agreement and the Loan Documents relating thereto. Accordingly, for all purposes, the obligations secured under this Mortgage shall be deemed to include any and all of the obligations of Mortgagor and Guarantors arising under or relating in any way to any or all of the Bridge Loan Documents.

3. Mortgagor acknowledges and agrees that, pursuant to the First Amendment, an Event of Default under the Loan Documents is an Event of Default under the Bridge Loan Documents and an Event of Default under the Bridge Loan Documents is an Event of Default under the Loan Documents.

4. Except as expressly modified and amended hereby, and by the First Amendment, the Mortgage shall continue in full force and effect and, as thus modified and amended, is hereby ratified, confirmed and approved.

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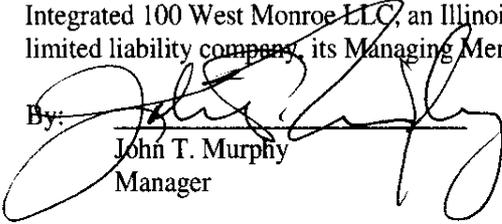
UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized representatives as of the execution date first above written.

MORTGAGOR:

INTEGRATED CLARK MONROE LLC,
an Illinois limited liability company

By: Integrated 100 West Monroe LLC, an Illinois
limited liability company, its Managing Member

By: 
John T. Murphy
Manager

MORTGAGEE:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association,
as Administrative Agent on behalf of Lenders

By: _____
Name: _____
Its: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized representatives as of the execution date first above written.

MORTGAGOR:

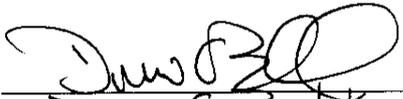
INTEGRATED CLARK MONROE LLC,
an Illinois limited liability company

By: Integrated 100 West Monroe LLC, an Illinois
limited liability company, its Managing Member

By: _____
John T. Murphy
Manager

MORTGAGEE:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association,
as Administrative Agent on behalf of Lenders

By: 
Name: Drew E. Burke
Its: SVP

Property of Cook County Clerk's Office

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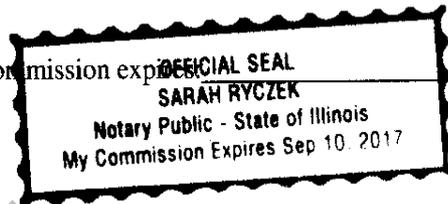
STATE OF Illinois
COUNTY OF Cook)^{SS}

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John T. Murphy personally known to me to be the Manager of the Manager of **INTEGRATED CLARK MONROE LLC**, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Manager he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company on behalf of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19 day of Nov., 2013.

Sarah Ryczek
Notary Public

My commission expires



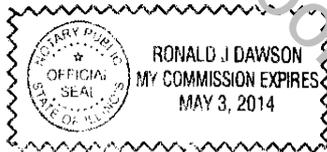
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STATE OF IL)
) ss
COUNTY OF Will)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Vrew E. Beunk, personally known to me to be the SVP of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such SVP he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said national banking association on behalf of said national banking association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of November, 2013.

[Signature]
Notary Public



My commission expires: May 3, 2014

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EXHIBIT A

Legal Description

PARCEL 1:

ALL THAT PART OF LOT 5 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE NORTH 154 FEET THEREOF; AND

PARCEL 2:

THAT PART OF ORIGINAL LOT 5 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT, 111 FEET SOUTH OF THE NORTH EAST CORNER THEREOF; THENCE WEST TO A POINT IN THE WEST LINE OF SAID LOT 5, 111 FEET SOUTH OF THE NORTH LINE OF SAID LOT THENCE SOUTH 43 FEET ALONG THE WEST LINE OF SAID LOT; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT TO THE WEST LINE OF CLARK STREET, BEING THE EAST LINE OF SAID LOT; THENCE NORTH ALONG THE WEST LINE OF SAID CLARK STREET 43 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

LOTS 19 AND 20 IN ASSESSOR'S DIVISION OF BLOCK 118 OF SCHOOL SECTION ADDITION TO CHICAGO OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

For Informational Purposes Only

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17-16-204-022-0000

Address: 100 West Monroe, Chicago, Illinois