

# UNOFFICIAL COPY



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Dykema Gossett PLLC  
10 S. Wacker Drive  
Suite 2300  
Chicago, Illinois 60606  
Attn: Diana Y. Tsai

Doc#: 1417734078 Fee: \$52.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/26/2014 03:09 PM Pg: 1 of 8

THIS DOCUMENT PREPARED BY:

Dykema Gossett PLLC  
10 S. Wacker Drive  
Suite 2300  
Chicago, Illinois 60606  
Attn: Diana Y. Tsai

(Space Above This Line For Recorder's Use)

## THIRD MODIFICATION AGREEMENT (Mortgage)

This Third Modification Agreement (Mortgage) ("Modification Agreement") is made as of May 21, 2014, by University Club of Chicago, an Illinois not-for-profit corporation ("Mortgagor"), and Bank of America, N.A. ("Lender").

### Factual Background

A. Mortgagor executed a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage") for the benefit of Lender, dated as of March 10, 2010, and recorded on April 23, 2010, as Document Number 1011334089 with the Recorder of Deeds of Cook County, Illinois. The Mortgage encumbers the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Mortgagor and Lender desire to amend the Mortgage as set forth below.

### Agreement

Therefore, Mortgagor and Lender agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage.
2. The first sentence of the fourth to last paragraph of Section 2.1 of the Mortgage is hereby deleted in its entirety and replaced with the following:

The maturity date of the Revolving Note and the loan evidenced by the Revolving Note (the "Revolving Loan") is May 31, 2015, except as may be accelerated pursuant to the terms of the Revolving Note or hereof; provided, that to the extent that the maturity date

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of the Revolving Loan is extended, amended or modified from time to time under the Revolving Note or any related document, the maturity date hereunder shall also be so extended, amended or modified, but in no circumstances will this Mortgage secure the Revolving Loan beyond 20 years from the maturity date set forth above unless this Mortgage is modified to reflect a new maturity date.

3. The last three paragraphs of Section 2.1 of the Mortgage are hereby deleted in their entireties and shall be of no further force or effect.

4. For the avoidance of doubt, the terms of each of the Revolving Note, Term Note A and Term Note B (each as defined in the Mortgage) are incorporated into the Mortgage by reference.

5. Except as provided in this Modification Agreement, the terms of the Mortgage remain in full force and effect.

*[Remainder of page intentionally left blank; signature page follows]*

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IN WITNESS WHEREOF, Mortgagor and Lender have executed this Modification Agreement as of the date first above written.

UNIVERSITY CLUB OF CHICAGO, an Illinois not-for-profit corporation

BANK OF AMERICA, N.A.

By: [Signature]  
Printed Name: John L. Spidalette  
Title: General Manager

By: [Signature]  
Printed Name: George Kalas  
Title: Senior Vice President

By: [Signature]  
Printed Name: Donald N. Cameron, Jr.  
Title: Controller and Chief Financial Officer

[Signature] 5/21/14  
"OFFICIAL SEAL"  
Sylvia O Ramos  
Notary Public, State of Illinois  
My Commission Expires 9/24/2017

[Signature] 5-9-2014  
"OFFICIAL SEAL"  
TAWANA C BENFORD  
Notary Public - State of Illinois  
My Commission Expires May 09, 2018

Office of Cook County Clerk's Office

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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, SYLVIA O. RAMOS a notary public in and for said County, in the State aforesaid, do hereby certify that JOHN L. SPIDALETTO, personally known to me to be the GENERAL MANAGER of UNIVERSITY CLUB OF CHICAGO, an Illinois not-for-profit corporation, 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 GENERAL MANAGER, he or she signed and delivered the said instrument as his or her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of May, 2014.  
Sylvia O. Ramos  
Notary Public  
Commission expires: 9/24/17

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, SYLVIA O. RAMOS a notary public in and for said County, in the State aforesaid, do hereby certify that DONALD N. CAMERON SR. personally known to me to be the CONTROLLER TCFO of UNIVERSITY CLUB OF CHICAGO, an Illinois not-for-profit corporation, 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 CONTROLLER TCFO, he or she signed and delivered the said instrument as his or her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of May, 2014.  
Sylvia O. Ramos  
Notary Public  
Commission expires: 9/24/17



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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, Tawana C. Benford a notary public in and for said County, in the State aforesaid, do hereby certify that George Kalas personally known to me to be the SVP of BANK OF AMERICA, N.A., 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 or she signed and delivered the said instrument and as his or her free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 17 day of June, 2014.

Tawana C. Benford  
Notary Public

Commission expires: 05-09-2018



**UNOFFICIAL COPY****EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1:****U-CLUB U1**

THAT PART OF LOT 6 AND LOT 7 IN BLOCK 1 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +190.45 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +165.48 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE SOUTH 89°54'23" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 41.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°54'23" WEST, ALONG SAID SOUTH LINE, 46.83 FEET; THENCE NORTH 00°00'24" EAST, 29.44 FEET; THENCE SOUTH 89°57'35" EAST, 46.83 FEET; THENCE SOUTH 00°00'24" WEST, 29.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**U-CLUB U2**

THAT PART OF LOT 6 AND LOT 7 IN BLOCK 1 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.45 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +165.48 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE SOUTH 89°54'23" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 9.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°01'44" EAST, 44.51 FEET; THENCE NORTH 79°42'19" EAST, 6.18 FEET; THENCE NORTH 00°21'06" WEST, 16.94 FEET; THENCE NORTH 77°34'59" WEST, 6.11 FEET; THENCE NORTH 00°01'44" EAST, 58.38 FEET; THENCE NORTH 89°44'30" WEST, 80.27 FEET; THENCE SOUTH 00°10'40" WEST, 6.75 FEET; THENCE SOUTH 89°44'30" EAST, 3.00 FEET; THENCE SOUTH 00°10'40" WEST, 0.89 FEET; THENCE SOUTH 89°44'30" EAST, 2.51 FEET; THENCE SOUTH 00°00'00" EAST, 8.63 FEET; THENCE SOUTH 00°00'00" EAST, 20.35 FEET; THENCE NORTH 14°56'24" EAST, 8.83 FEET; THENCE SOUTH 89°44'30" EAST, 5.34 FEET; THENCE SOUTH 00°10'40" WEST, 3.62 FEET; THENCE SOUTH 89°44'30" EAST, 25.34 FEET; THENCE SOUTH 00°11'47" EAST, 48.21 FEET; THENCE NORTH 89°48'13" EAST, 3.01 FEET; THENCE SOUTH 87°39'09" EAST, 19.33 FEET; THENCE SOUTH 00°07'06" WEST, 15.82 FEET; THENCE SOUTH 78°51'12" WEST, 19.25 FEET; THENCE SOUTH 00°02'25" EAST, 7.69 FEET; THENCE NORTH 89°57'35" WEST, 14.08 FEET; THENCE SOUTH 00°02'25" EAST, 5.60 FEET; THENCE NORTH 89°57'35" WEST, 0.60 FEET; THENCE SOUTH 00°00'24" WEST, 29.33 FEET; THENCE NORTH 89°54'23" EAST, 32.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**U-CLUB U3**

THAT PART OF LOT 6 AND LOT 7 IN BLOCK 1 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +174.32 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +165.48 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE SOUTH 89°54'23" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 9.00 FEET; THENCE NORTH 00°01'44" EAST, 46.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 78°51'12" WEST, 18.22 FEET; THENCE NORTH 00°02'25" WEST, 4.93 FEET; THENCE NORTH 89°56'58" WEST, 3.35 FEET; THENCE NORTH 00°11'47" WEST, 15.39 FEET; THENCE NORTH 89°48'13" EAST, 3.01 FEET; THENCE SOUTH 87°39'09" EAST, 19.33 FEET; THENCE SOUTH 00°07'06" WEST, 15.82

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FEET; THENCE SOUTH 78°51'12" WEST, 1.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

U-CLUB U4

THAT PART OF LOT 6 AND LOT 7 IN BLOCK 1 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +190.45 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +165.48 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 89°59'21" WEST, ALONG THE NORTH LINE OF SAID TRACT, 9.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°01'44" WEST, 38.30 FEET; THENCE NORTH 89°44'30" WEST, 89.92 FEET; THENCE NORTH 00°08'48" EAST, 37.87 FEET; THENCE NORTH 89°59'21" EAST, 89.84 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 ABOVE (AND ALSO FOR THE BENEFIT OF THE LAND DESCRIBED IN EXHIBITS C AND D IN DOCUMENT NUMBER 0613922072) AS GRANTED IN THE SKYBRIDGE AND UNIVERSITY CLUB FACILITY EASEMENT AGREEMENT ENTERED INTO AS OF APRIL 30, 2006 AND RECORDED MAY 19, 2006 AS DOCUMENT NUMBER 0613922072, AS AMENDED BY FIRST AMENDMENT TO SKYBRIDGE AND UNIVERSITY CLUB FACILITY EASEMENT AGREEMENT DATED SEPTEMBER 25, 2009 AND RECORDED SEPTEMBER 25, 2009, AS DOCUMENT NUMBER 0926818078, AND AS AMENDED BY SECOND AMENDMENT TO SKYBRIDGE AND UNIVERSITY CLUB FACILITY EASEMENT AGREEMENT DATED MARCH 10, 2010 AND RECORDED APRIL 23, 2010 AS DOCUMENT NUMBER 1011334088, OVER AND ACROSS THE PROPERTY LEGALLY DESCRIBED AS FOLLOWS:

SKYBRIDGE EASEMENT PARCEL E1

THAT PART OF LOTS 7, 8 AND 9 IN BLOCK 1 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +181.10 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +161.70 FEET CHICAGO CITY DATUM, ALL TAKEN AS A TRACT AND LYING WITH ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 00°01'44" EAST, ALONG THE EAST LINE THEREOF, 0.77 FEET TO THE POINT OF BEGINNING; THENCE NORTH 64°06'56" WEST, 10.10 FEET; THENCE NORTH 00°04'56" WEST, 12.24 FEET; THENCE SOUTH 64°06'56" EAST, 40.17 FEET; THENCE SOUTH 00°09'00" WEST, 5.10 FEET; THENCE SOUTH 88°56'53" WEST, 4.18 FEET; THENCE SOUTH 00°09'00" WEST, 1.78 FEET; THENCE NORTH 90°00'00" WEST, 1.85 FEET; THENCE SOUTH 00°19'37" EAST, 0.72 FEET; THENCE SOUTH 89°40'23" WEST, 8.04 FEET; THENCE NORTH 00°19'37" WEST, 0.90 FEET; THENCE SOUTH 88°23'03" WEST, 1.76 FEET; THENCE NORTH 00°09'00" EAST, 2.39 FEET; THENCE NORTH 64°06'56" WEST, 12.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SKYBRIDGE EASEMENT PARCEL E2

THAT PART OF LOTS 7, 8 AND 9 IN BLOCK 1 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +161.70 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +149.32 FEET CHICAGO CITY DATUM, ALL TAKEN AS A TRACT AND LYING WITH ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 00°01'44" EAST, ALONG THE EAST LINE THEREOF, 0.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 79°17'07" WEST, 9.25 FEET; THENCE NORTH 00°04'56" WEST, 18.96 FEET; THENCE SOUTH 52°57'30" EAST, 30.93 FEET; THENCE SOUTH 25°53'04" WEST, 5.09 FEET;

EXHIBIT A TO MODIFICATION AGREEMENT

(Legal Description of Property)

CHICAGO\4167589.1

ID\AL - 011485\1391

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THENCE NORTH 79°17'07" WEST, 13.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SKYBRIDGE EASEMENT PARCEL E3

THAT PART OF LOTS 7, 8 AND 9 IN BLOCK 1 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +149.32 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +140.32 FEET CHICAGO CITY DATUM, ALL TAKEN AS A TRACT AND LYING WITH ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 00°01'44" EAST, ALONG THE EAST LINE THEREOF, 0.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 79°17'07" WEST, 9.25 FEET; THENCE NORTH 00°04'56" WEST, 18.96 FEET; THENCE SOUTH 52°57'30" EAST, 11.43 FEET; THENCE SOUTH 00°01'44" WEST, 13.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Street Address of Property: 21-29 South Wabash Avenue, 30 South Michigan Avenue, 76 East Monroe Street, Chicago, Illinois

PINs: 17-15-101-024, 17-15-101-013, 17-15-101-014 and 17-15-101-015