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RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/07/2014 03:32 PM Pg: 1 of 10

This instrument prepared by and  
after recording return to:

Michael P. Anderson, Esq.  
WINSTON & STRAWN LLP  
35 West Wacker Drive  
Chicago, Illinois 60601  
(312) 558-5600

**FIRST MODIFICATION OF MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF LEASES AND RENTS, FIXTURE  
FILING AND FINANCING STATEMENT**  
(Cook County, Illinois)

THIS FIRST MODIFICATION OF MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND FINANCING  
STATEMENT (this "Modification") dated as of August 7, 2014 is made by and between  
GARVEY COURT HOLDINGS, LLC, a Delaware limited liability company (the "Mortgagor"),  
with a business address of 250 Pilot Road, Suite 160, Las Vegas, Nevada 89119, for the benefit  
of BRIDGEWAY NATIONAL FINANCE (UK) LIMITED, a private limited company  
incorporated under the laws of Scotland ("Mortgagee"), with a business address of c/o Dahan &  
Nowick LLP, 123 Main Street, White Plains, New York 10601.

**WITNESSETH:**

WHEREAS, Mortgagor previously executed a certain Promissory Note dated as of June  
20, 2014 (the "Note"), pursuant to which Mortgagee made a loan to the Mortgagor (the "Loan"),  
upon the terms and subject to the conditions set forth in the Note in the aggregate principal  
amount of up to TWO MILLION DOLLARS AND NO/CENTS (\$2,000,000.00);

WHEREAS, in connection with the Note, Mortgagor granted in favor of Mortgagee a lien  
upon and a security interest in certain real and personal property and rights therein owned by  
Mortgagor pertaining to the land described in Exhibit A attached hereto and by this reference  
incorporated herein pursuant to that certain Mortgage, Security Agreement, Assignment of  
Leases and Rents, Fixture Filing and Financing Statement, dated as of June 20, 2014 and  
recorded in the recorder's office of Cook County, Illinois on June 20, 2014 as Instrument  
Number 1417119082 (the "Existing Mortgage");

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WHEREAS, Mortgagor and Mortgagee desire to amend and restate the Note pursuant to and in accordance with the terms and conditions of that certain Amended and Restated Secured Promissory Note of even date herewith (the "Amended Note");

WHEREAS, a condition to the willingness of Mortgagee to enter into the Amended Note is the execution and delivery by Mortgagor of this Modification; and

WHEREAS, Mortgagor currently receives and will receive a direct benefit from the loan under the Amended Note, and therefore Mortgagor has agreed to execute and deliver this Modification in favor of Mortgagee.

NOW, THEREFORE, in consideration of the premises and agreements both contained herein and elsewhere recited, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Amended Note.

2. Modifications. The parties hereto agree that the Existing Mortgage shall be amended hereby as follows:

- a. All references in the Existing Mortgage, and any other document or instrument entered into in connection therewith, to the Mortgage shall be deemed to be references to the Mortgage as modified hereby;
- b. All references in the Existing Mortgage, and any other document or instrument entered into in connection therewith, to the Note shall be deemed to be references to the Amended Note, as defined herein;
- c. The second paragraph of Section 1 is hereby amended by deleting "TWO MILLION DOLLARS AND NO/CENTS (\$2,000,000.00)" and substituting "FOUR MILLION DOLLARS AND NO/CENTS (\$4,000,000.00)" in lieu thereof;
- d. The last paragraph of Section 1 is hereby amended by deleting "Four Million dollars and No/Cents (\$4,000,000.00)" and substituting "Eight Million Dollars and No/Cents (\$8,000,000.00).

3. Representations, Warranties, Covenants and Agreements. Mortgagor hereby reaffirms each of the representations, warranties, covenants and agreements of the Mortgagor set forth in the Existing Mortgage, as modified hereby, with the same force and affect as if each were separately stated herein and made as of the date hereof. Mortgagor further represents and warrants that, as of the date hereof, there exists no Event of Default under the Existing Mortgage and that, to the best of Mortgagor's knowledge, neither party has any claim or cause of action against the other arising out of or relating in any way to the Mortgage (as modified hereby). Mortgagor covenants and agrees to perform, comply with, and abide by each and every provision of the Mortgage, as modified hereby.

4. Full Force and Effect. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Existing Mortgage is hereby ratified, confirmed and

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reaffirmed and shall remain in full force and effect. This Modification shall not constitute a novation of the Existing Mortgage or the indebtedness secured thereby. This Modification is limited and, except as set forth herein, shall not constitute a waiver or acceptance of any provision of the Existing Mortgage, the Amended Note or any other document or instrument entered into in connection therewith. The Mortgaged Property shall remain in all respects subject to the lien created by the Existing Mortgage, as modified hereby, and nothing herein or done pursuant hereto shall affect or be deemed to affect the Mortgagee's lien thereunder or the perfection and priority thereof.

5. Authority. As a material inducement for Mortgagee to enter into this Modification, Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has full power and authority to execute, deliver and perform its obligations under this Modification and all other documents delivered to Mortgagee in connection with this Modification. This Modification is binding upon and enforceable against Mortgagor in accordance with its terms.

6. Counterparts. This Modification may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

7. Successors and Assigns. This Modification shall inure to the benefit of and bind the heirs, devisees, successors and assigns of Mortgagor and Mortgagee.

8. Severability. If any provision of this Modification is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Modification shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision which shall be construed as similar in terms as may be possible while remaining legal, valid and enforceable.

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## Exhibit A Legal Description

**Common Address:** 201 North Clark Street, Chicago, Illinois

**Tax Parcel Numbers:** 17-09-422-008-0000, 17-09-422-009-0000, 17-09-422-010-0000, 17-09-422-011-0000, 17-09-422-012-0000, 17-09-424-005-0000, 17-09-424-006-0000

PARCEL 1A:

ALL OF SUBLOTS 1 TO 7 AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO;

ALSO

LOT 6 (EXCEPT THE EAST 20.00 FEET THEREOF) IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, ALIEN IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA = 20,782.3 SQUARE FEET OR 0.5460 ACRES

PARCEL 1B:

THAT PART OF THE EAST 1/2 OF LOT 7, (AS SUCH EAST 1/2 IS MEASURED ALONG THE SOUTH LINE THEREOF), IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, LYING EAST OF A LINE 82.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH DEARBORN STREET, IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL OF SUBLOTS 1 TO 8 IN SUBDIVISION OF LOT 8 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, AFORESAID;

LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +482.00 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

AREA = 11,946.6 SQUARE FEET OR 0.2743 ACRES

PARCEL 1C INTENTIONALLY OMITTED

PARCEL 1D INTENTIONALLY OMITTED

PARCEL 1E INTENTIONALLY OMITTED

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## PARCEL 2:

THAT PART OF THE EAST 1/2 OF LOT 7, (AS SUCH EAST 1/2 IS MEASURED ALONG THE SOUTH LINE THEREOF), LYING WEST OF A LINE 82.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH DEARBORN STREET, IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +99.75 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

AREA = 5,680.5 SQUARE FEET OR 0.1304 ACRES

## PARCEL 2A:

THE EAST 20.00 FEET OF LOT 6 AND THE WEST 1/2 OF LOT 7, (AS SUCH WEST 1/2 IS MEASURED ALONG THE SOUTH LINE OF LOT 7), IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.00 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

AREA = 8,871.4 SQUARE FEET OR 0.2037 ACRES

## PARCEL 3:

PERPETUAL EASEMENTS BY AND SET FORTH IN QUIT CLAIM DEED IN TRUST DATED MAY 1, 1987 FROM CITY OF CHICAGO, AS GRANOR, IN FAVOR OF AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 66121 RECORDED AS DOCUMENT 87254850 ON MAY 12, 1987 WITH THE COOK COUNTY RECORDER OF DEEDS ESTABLISHING WHICH EASEMENTS ARE IDENTIFIED IN 'EXHIBIT B' OF SAID DEED AND ARE AS FOLLOWS:

1. AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF A SERVICE DRIVE AND LOADING BERTH ON, OVER, UNDER, ACROSS AND ALONG THAT PORTION OF WEST HADDOCK PLACE IN COOK COUNTY, CITY OF CHICAGO, STATE OF ILLINOIS, LYING WEST OF THE WEST LINE OF NORTH DEARBORN STREET AND EAST OF THE EAST LINE OF GARVEY COURT LOCATED APPROXIMATELY AS SHOWN ON SHEET A1-2PL ("SITE PLAN PARCELS") REVISED TO FEBRUARY 3, 1987 PREPARED BY LISEC & BIEDERMAN AS JOB NUMBER 1173;

2. AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELLING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF A WALL AND FOOTINGS ACROSS IN THAT PORTION OF WEST HADDOCK PLACE IN COOK COUNTY, CITY OF CHICAGO, STATE OF ILLINOIS, LYING EAST OF THE EAST LINE OF GARVEY COURT IN THE CITY OF CHICAGO, COOK COUNTY, STATE OF ILLINOIS, AND WEST OF THE WEST LINE OF NORTH DEARBORN STREET IN THE CITY OF CHICAGO, COOK COUNTY, STATE OF ILLINOIS, LOCATED APPROXIMATELY



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AS SHOWN ON SHEET A1-2PL ("SITE PLAN PARCELS") REVISED TO FEBRUARY 3, 1987 PREPARED BY LISEC & BIEDERMAN AS JOB NUMBER 1173;

3. AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELLING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF CAISSONS, CAISSON BELLS AND CAISSON SHAFTS IN THE FOLLOWING AREAS LOCATED APPROXIMATELY AS SHOWN ON SHEET A1-2PL ("SITE PLAN PARCELS") REVISED TO FEBRUARY 3, 1987 PREPARED BY LISEC & BIEDERMAN AS JOB NUMBER 1173:

A) IN THAT PORTION OF THE SOUTH 1/2 OF WEST HADDOCK PLACE, LYING WEST OF THE WEST LINE OF NORTH DEARBORN STREET AND EAST OF THE EAST LINE OF NORTH CLARK STREET, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS;

B) IN THAT PORTION OF THE NORTH 7.00 FEET OF WEST LAKE STREET, LYING WEST OF THE WEST LINE OF NORTH DEARBORN STREET AND EAST OF THE EAST LINE OF NORTH CLARK STREET, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS;

C) IN THAT PORTION OF THE EAST 1/2 OF NORTH GARVEY COURT, LYING NORTH OF THE NORTH LINE OF WEST LAKE STREET AND SOUTH OF THE SOUTH LINE OF WEST HADDOCK PLACE, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS;

4. AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELLING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF A WALL IN THAT PORTION OF THE EAST 1/2 OF GARVEY COURT LYING NORTH OF THE NORTH LINE OF WEST LAKE STREET AND SOUTH OF THE SOUTH LINE OF WEST HADDOCK PLACE, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, LOCATED APPROXIMATELY AS SHOWN ON SHEET TS-1PL PREPARED BY LISEC & BIEDERMAN ENTITLED "CAISSON AND BASEMENT PLAN, CAISSON SCHEDULE AND DETAILS" REVISED TO FEBRUARY 3, 1987 AS PART OF JOB NUMBER 1173;

5. AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELLING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF A WALL AND FOOTINGS IN THAT PORTION OF NORTH DEARBORN STREET LYING SOUTH OF THE SOUTH LINE OF WEST HADDOCK PLACE AND NORTH OF THE NORTH LINE OF WEST LAKE STREET IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, LOCATED APPROXIMATELY AS SHOWN ON SHEET TS-1PL PREPARED BY LISEC & BIEDERMAN ENTITLED "CAISSON AND BASEMENT PLAN, CAISSON SCHEDULE AND DETAILS" REVISED TO FEBRUARY 3, 1987 AS PART OF JOB NUMBER 1173;

6. AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELLING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF A WALL AND FOOTINGS IN THAT PORTION OF THE NORTH 3.00 FEET OF WEST LAKE STREET LYING EAST OF THE EAST LINE OF NORTH CLARK STREET AND WEST OF THE WEST LINE OF NORTH DEARBORN STREET IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, LOCATED APPROXIMATELY AS SHOWN ON SHEETS A1-2PL ("SITE PLAN PARCELS"), TS-1PL ("CAISSON AND BASEMENT PLAN, CAISSON SCHEDULE AND DETAILS", TS-4PL ("FRAMING PLAN-LEVEL 1") AND CS-1PL ("SLAB OR GRADE AND FOUNDATION PLAN") PREPARED BY LISEC & BIEDERMAN REVISED TO FEBRUARY 3, 1987 AS PART OF JOB NUMBER 1173;



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7. AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELLING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF FOOTINGS IN THE FOLLOWING PROPERTY:

A) THE EAST 3.00 FEET OF NORTH CLARK STREET LYING SOUTH OF THE SOUTH LINE OF WEST HADDOCK PLACE AND NORTH OF THE NORTH LINE OF WEST LAKE STREET TO BE LOCATED APPROXIMATELY AS SHOWN ON SHEET CS-1PL ("SLAB ON GRADE AND FOUNDATION PLAN") PREPARED BY LISEC & BIEDERMAN REVISED TO FEBRUARY 3, 1987 AS PART OF JOB NUMBER 1173;

B) THAT PORTION OF WEST HADDOCK PLACE LYING WEST OF THE WEST LINE OF NORTH DEARBORN STREET AND EAST OF THE EAST LINE NORTH GARVEY COURT, IN THE CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS LOCATED APPROXIMATELY AS SHOWN ON SHEETS A1-2PL ("SITE PLAN PARCELS"), TS-1PL ("CAISSON AND BASEMENT PLAN, CAISSON SCHEDULE AND DETAILS, TS-4PL ("FRAMING PLAN-LEVEL 1) AND CS-1PL ("SLAB ON GRADE AND FOUNDATION PLAN") PREPARED BY LISEC & BIEDERMAN REVISED TO FEBRUARY 3, 1987, (MARCH 27, 1987 FOR A1-2PL) AS PART OF JOB NUMBER 1173;

8. AN NON-EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELLING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF TWO (2) "SIAMESE" WATER PIPE CONNECTIONS IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, ONE (1) LOCATED IN THE NORTH 1/2 OF THAT PORTION OF WEST LAKE STREET LYING WEST OF THE WEST LINE OF NORTH GARVEY COURT AND EAST OF THE EAST LINE OF NORTH CLARK STREET, AND THE OTHER LOCATED IN THE EAST 1/2 OF THAT PORTION OF NORTH CLARK STREET LYING NORTH OF THE NORTH LINE OF WEST LAKE STREET AND SOUTH OF THE SOUTH LINE OF WEST HADDOCK PLACE, TO BE LOCATED APPROXIMATELY AS SHOWN ON SHEET A1-2PL SITE PLAN PREPARED BY LISEC & BIEDERMAN AS PART OF JOB NUMBER 1173 (REVISED TO MARCH 27, 1987).

PARCEL 4 INTENTIONALLY OMITTED

PARCEL 5:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY FOR INGRESS, EGRESS, USE AND ENJOYMENT, AS CREATED BY AND SET FORTH IN THE EASEMENT AGREEMENT FOR 200 DEARBORN, CHICAGO, ILLINOIS, RECORDED FEBRUARY 25, 2008 AS DOCUMENT 0805641067, IN COOK COUNTY, ILLINOIS.

PARCEL 6 INTENTIONALLY OMITTED

PARCEL 7:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY EASEMENT AGREEMENT RECORDED NOVEMBER 12, 1991 AS DOCUMENT NO. 91591893 FOR THE PURPOSE OF INGRESS, EGRESS, USE, CONSTRUCTION AND ENJOYMENT ("HADDOCK BRIDGE").

PARCEL 8:

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A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS  
CREATED BY EASEMENT AGREEMENT RECORDED AS DOCUMENT NO. 92199746 FOR  
THE PURPOSE OF INGRESS, EGRESS, USE, CONSTRUCTION AND ENJOYMENT  
("CLARK STREET BRIDGE")

PARCEL 9 INTENTIONALLY OMITTED

Property of Cook County Clerk's Office