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Prepared by and after recording return to:

Matthew Lee Sidley Austin LLP One South Dearborn Street Chicago, Illinois 60603



Doc#: 1430418017 Fee: \$52.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 10/31/2014 09:22 AM Pg: 1 of 8

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

THIS FIRST AMENDMENT TO LEASEHOLD MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE
FILING ("Amendment") is made as of this 24 day of October, 2014, by and between
CHICAGO COLLEGIATE, INC, an liting is not for profit corporation ("Mortgagor") and IFF, an
Illinois not for profit corporation ("Mortgagee")

## WITNESSETH:

WHEREAS, Mortgagee is the holder of that certain Promissory Note made by Mortgagor, dated September 27, 2013 in the amount of SIX HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY AND NO/100 DOLLARS (\$627,770.00) (the "Original Note"), evidencing a loan in said amount, which Note is secured by that certain Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated September 27, 2013 from Mortgagor in favor of Mortgagee, and which was recorded in the Cook County Recorder's Office on September 30, 2013 as Document Number 1327322021 (the "Mortgage"), encumbering the real estate commonly known as 11816 S. Indiana Avenue, Chicago Illinois, as described in Exhibit A attached hereto and hereby made a part hereof;

WHEREAS, Mortgagor has executed that certain Promissory Note dated of even date herewith (the "2014 Note"), pursuant to Lender has agreed to make an additional loan (subject to certain conditions as set forth in the 2014 Note) in the amount of up to \$320,540 to be secured by the Mortgage (together with the loan amount under the Original Note of \$626,770.00, the "Loan");

WHEREAS, Mortgagor and Mortgagee have executed that certain First Amendment to Promissory Note, dated of even date herewith ("Note Amendment");

WHEREAS, the parties hereto agree that the Loan has not been fully repaid and Mortgagee reserves the priority of the Mortgage; and

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WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to reflect the agreements set forth herein and in the Note Amendment;

**NOW, THEREFORE,** for the above-stated premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Note</u>. The defined term "Note" as used in the Mortgage shall hereby mean, collectively, the Original Note, as amended by the Note Amendment, and the 2014 Note.
- 2. <u>Maximum Principal Indebtedness</u>. Section 29 of the Mortgage is hereby deleted and replaced in its entirety as follows:

<u>Meri num Principal Indebtedness</u>. This Mortgage secures a maximum principal indebtedness of \$2,844 730.00.

- 3. <u>Mortgage Secures Amendments</u>. The Mortgage shall continue to secure all of the obligations of Mortgagor under the Original Note as amended by the Note Amendment.
- 4. Mortgage Remains in Full Force and Effect. Except to the extent specifically modified by this Amendmen, all of the terms and conditions of the Mortgage shall remain in full force and effect. Mortgagor restates and confirms all of the terms and conditions of the Mortgage, as hereby amended, including, without limitation, the representations and warranties made therein, as of the date hereof. Mortgagor further represents and warrants that, as of the date hereof, no default has occurred and is continuing under the Mortgage. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Mortgagee under the Original Note as amended by the Note Amendment, or any other document, instrument or agreement executed and/or delivered in connection therewith. All understandings and agreements, whether oral or written, with respect to the subject matter hereof, are merged into this Amendment, which alone fully and completely expresses the agreement between the parties hereto.
- 5. <u>Further Assurances</u>. Mortgagor shall, from time to time, at Mortgagee's reasonable request and without further consideration, execute and deliver or cause to be executed and delivered such other instruments of conveyance and transfer and take such other actions as Mortgagee may reasonably require to effectuate the transaction contemplated by this Amendment.
- 6. <u>Severability</u>. In the event that any of the covenants, agreements, terms or provisions contained in this Amendment shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not be in any way affected, prejudiced or disturbed thereby.
- 7. <u>Headings</u>. The captions and headings of the sections of this Amendment are for convenience only and are not to be considered as defining or limiting in any way, the scope or intent of the provisions hereof.

8. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts, any or all of which may contain the signature of only one of the parties, and all of which shall be construed together as a single instrument.

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IN WITNESS WHEREOF, the parties have hereunto executed this Amendment, with authority duly given, as of the date first above written.

### **MORTGAGOR:**

CHICAGO COLLEGIATE, INC., an Illinois not for profit corporation

By: 11 2000 Cinux raput Name: 80 2000 Cunux raput Its: excurive much

### **MORTGAGEE:**

IFF. an Illinois not for profit corporation

Proposition of the contract of By:\_\_\_\_ Name:\_ me:\_\_\_\_\_\_Columnia Coloration Office

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IN WITNESS WHEREOF, the parties have hereunto executed this Amendment, with authority duly given, as of the date first above written.

### **MORTGAGOR:**

CHICAGO COLLEGIATE, INC.,

By:			
Name:		•	
Its:	 		

IFF, an Illin.

By:

Name:

Its:

Class qu.

STATE OF ILLINOIS )
COUNTY OF <u>COOK</u> ) SS.
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Elizabeth M. Carrent Maplet Bersonally known to me to be the of CHICAGO COLLEGIATE, INC., an Illinois not for profit corporation, appeared before me this day in person and acknowledged that, as such exect. Director, he/she signed and delivered such instrument as his/her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes the ein set forth.  Given under my hand and official seal, this 24th day of 12tober, 2014.
Fatrica Ingrar
My Commission Expires:  4eb 5, 2017  OFFICIAL SEAL PATRICIA INGRAM Notary Public - State of Illinois My Commission Expires Feb. 5, 2017
My Commission Expires:  Feb 5, 2017  OFFICIAL SEAL PATRICIA-INGRAM Notary Public - State of Illinois My Commission Expires Feb 5, 2017

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STATE OF ILLINOIS	) ) SS.		
COUNTY OF COOK	)		
I, the undersigned, a Notary Public in and for CERTIFY that Manh of IFF, an Illi this day in person and acknowledged that, as signed and delivered such instrument as her act and deed of such corporation, for the use Given under my hand and official seal, this	_, personally kn nois not for prot s such <u>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</u>	fit corporation, an Cyund Mc Uff ary act, and as the therein set forth.	he peared before me ILW, he/she
OFFICIAL SEAL J'ENNIFER OVERTON NOTARY I UBI IC CTATE OF ILLINO MY COMMISSION EXPIRES 5-22-201	s { //	Notary Public My Commission I	Expires:
	3	Continueston	

### EXHIBIT A

### Legal Description

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: SALEM BAPTIST CHURCH OF CHICAGO. AS LESSOR, AND CHICAGO COLLEGIATE, INC., AS LESSEE, DATED JUNE 12, 2013, WHICH MEMORANDUM OF LEASE WAS RECORDED JULY 13, 2013 AS DOCUMENT 1319334090, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JUNE 12, 2013 AND ENDING JUNE 30, 2018.

### PARCEL 1:

LOTS 5, 6 AND 7 IN ST SALOMEA'S FIRST SUBDIVISION OF THE WEST 141 FEET OF BLOCK 6 OF FIRST ADDITION TO KENSINGTON IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH PANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 1 AND 12, THE EAST 9 FEET OF LOT 13 AND ALL OF LOTS 51 AND 52 IN BLOCK 5 IN FIRST ADDITION TO KENSINGTON IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TO\VN31/IP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO A STRIP OF LAND 16 FEET WIDE FORKERLY ALLEY (NOW VACATED) LYING WEST OF AND ADJOINING LOTS 1 TO 11 IN BLOCK 5 IN THE FIRST ADDITION TO KENSINGTON AFORESAID AND A STRIP OF LAND 16 FEET WIDE FORMERLY ALLEY (NOW VACATED) LYING NORTH OF AND ADJOINING LOT 12 AND NORTH OF AND ADJOINING THE EAST 9 FEET OF LOT 13 IN BLOCK 5 AFORESAID.

750/1/Co Common Address: 11816 S. Indiana Avenue, Chicago, Illinois 60023

PIN: 25-22-319-022; 25-22-319-035; 25-22-322-005