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Prepared By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
MAC D400-01E
P.O. Box 3086
Winston-Salem, NC 27101-2501
Attn: Wealth Custom Trailing Documents

Doc#: 1435634090 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/22/2014 03:15 PM Pg: 1 of 5

Address of Premises: 830 N. Orleans, Chicago, Illinois 60610
Permanent Index Number(s): 17-04-436-047-0000; 17-04-436-048-0000; and 17-04-436-059-0000

FIRST MODIFICATION OF MORTGAGE AND ASSIGNMENT

THIS FIRST MODIFICATION OF MORTGAGE AND ASSIGNMENT (this "Modification") is entered into as of December 17, 2014, by and between 830, L.L.C., an Illinois limited liability company ("Mortgagor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Mortgage and Assignment dated as of January 27, 2014, executed by Mortgagor to Mortgagee, and recorded on January 31, 2014 as Document No. 1403119124 of the office of the Recorder of Deeds of Cook County, Illinois (the "Mortgage"), affecting the real property described on Exhibit "A" attached hereto.

B. The obligations secured by the Mortgage have been modified, and Mortgagor and Mortgagee have agreed to modify the Mortgage to accurately reflect the obligations secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Mortgage is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Mortgagee of all indebtedness and performance of all obligations evidenced by and arising under that certain Amended and Restated Term Note dated as of December 19, 2014, executed by 311 W. Superior, LLC, an Illinois limited liability company, 430 W. Erie, LLC, an Illinois limited liability company, 820 Orleans, L.L.C., a Delaware limited liability company, 830, L.L.C., an Illinois limited liability company, 95th Street Venture, L.L.C., an Illinois limited liability company, O.P., L.L.C., an Illinois limited liability company, and 350, L.L.C., an Illinois limited liability company and payable to Mortgagee or its order on or before December 31, 2020, in the principal amount of One Hundred Thirty Million Dollars (\$130,000,000.00) (which promissory note represents the amendment, restatement, continuation and refinancing of that certain Term Note dated as of January 27, 2014, and secured by the Mortgage), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced by said promissory note, even if not specifically referenced therein.

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2. The Mortgage is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation.

3. The real property and the whole thereof described in the Mortgage shall remain subject to the lien, charge or encumbrance of the Mortgage and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Mortgage, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Mortgage.

4. All terms and conditions of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Mortgage shall be read together, as one document.

[signature page to follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

MORTGAGEE:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: [Signature]
Name: Mr. Barbara
Title: Vice President

State of Illinois)
County of Cook) ss.
)

I HEREBY CERTIFY that on this 19th day of December, 2014, before me, a Notary Public for the state and county aforesaid, personally appeared Mr. Barbara, the Vice President of Wells Fargo Bank, National Association, known to me or satisfactorily proved to be the person whose name is subscribed to the foregoing instrument.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

[Signature: GARDENIA L. PARHAM]
Notary Public, State of Illinois

My Commission expires:



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IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

MORTGAGOR:

830, L.L.C.,
a Illinois limited liability company

By: [Signature]
Jerald H. Lasky, President

State of Illinois)
) ss.
County of Cook)

I HEREBY CERTIFY that on this 14th day of December, 2014, before me, a Notary Public for the state and county aforesaid, personally appeared Jerald H. Lasky, the President of 830, L.L.C., known to me or satisfactorily proved to be the person whose name is subscribed to the foregoing instrument.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

[Signature]
Notary Public, State of Illinois
My Commission expires.



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EXHIBIT "A"

Address: 830 N. Orleans Street, Chicago, IL. 60610

Lot 1 and the South ½ of Lot 2 in Block 29 in Johnston, Roberts and Storr's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Pin: 17-04-436-047-0000; 17-04-436-048-0000; and 17-04-436-059-0000.

Property of Cook County Clerk's Office