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Doc#: 1502322027 Fee: \$50.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/23/2015 09:20 AM Pg: 1 of 7

Gary A. Goodman, Esq.
Dentons US LLP
1221 Avenue of the Americas
New York, New York 10020-1089

**SECOND AMENDMENT TO FEE AND LEASEHOLD CONSTRUCTION
LOAN MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY
AGREEMENT AND FIXTURE FILING**

This Second Amendment to Fee and Leasehold Construction Loan Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing (this "Second Amendment") is made as of the 26th day of September, 2014, by and NM PROJECT COMPANY, LLC ("Mortgagor") and LANDESBANK HESSEN-THURINGEN GIROZENTRALE, individually and as administrative agent for itself and the Lenders (in such agency capacity, the "Mortgagee")

WITNESSETH:

WHEREAS, as security for the Indebtedness, Mortgagor executed and delivered to Mortgagee that certain Fee and Leasehold Construction Loan Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing dated as of April 30, 2008 in favor of Mortgagee and recorded with the Cook County, Illinois Recorder of Deeds on May 2, 2008 as Document No. 0812341017 ("Original Mortgage") as amended by that certain First Amendment to Fee and Leasehold Construction Loan Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing in favor of Lender dated as of February 13, 2013 and recorded with the Cook County, Illinois Recorder of Deeds on February 15, 2013 as Document No. 1304622103 ("First Amendment," and with the Original Mortgage, collectively, the "Mortgage"), constituting a valid first lien on certain property commonly known as 118 East Erie Street, and 664, 666 and 670 North Michigan Avenue, Chicago, Illinois and as more particularly described in Exhibit A attached hereto ("Premises");

WHEREAS, Mortgagor desires to, among other things, amend the Mortgage to reflect certain revisions evidenced by that certain Sixth Amendment to Construction Loan Agreement dated as of even date herewith made by Mortgagor and Mortgagee (the "Sixth Amendment") and otherwise reaffirm the Mortgage.

NOW, THEREFORE, in consideration of the mutual premises and agreement of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend and modify the Mortgage as follows:

1. Recitals. The Recitals to this Second Amendment are incorporated herein by this reference as fully and with the same force and effect as if repeated herein at length.

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2. Amendment of Mortgage. The Mortgage is hereby amended as follows:
- (a) The definition of "Loan Documents" is amended to include (i) this Second Amendment and (ii) the Sixth Amendment and each of the Loan Documents referenced therein.
- (b) The definition of "Initial Maturity Date" set forth in the First Amendment is hereby deleted.
- (c) Section 7.24 of the Mortgage is hereby deleted. Reference is made to the Sixth Amendment for the current definitions of Maturity Date, LIBOR Base Rate, and the Interest payment terms.
3. Successors and Assigns. This Second Amendment and all of the terms and conditions set forth herein shall extend to and be binding upon each of the parties hereto and upon each of said parties' respective executors, administrators, successors and permitted assigns.
4. Severability. In the event that any provision of this Second Amendment or any operation contemplated hereunder is found by any court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Second Amendment shall be regarded as modified accordingly, and, in any event, the remainder of this Second Amendment shall continue in full force and effect.
5. Mortgage Otherwise Unchanged. Except as specifically set forth herein, all terms and conditions of the Mortgage shall remain in full force and effect, and nothing herein contained invalidates or shall invalidate any security now held by Mortgagee for the obligations of Mortgagor under the Mortgage or the Original Loan Documents or impair or release any covenant, condition, agreement or stipulation contained therein. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage.
6. Ratification. All provisions of the Original Loan Documents are hereby ratified and confirmed and remain unchanged and fully effective, except as specifically stated herein.
7. Counterparts. This Second Amendment may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which collectively shall constitute one (1) agreement.

* * * *

[The remainder of this page is intentionally left blank.
Signatures are set forth on the following page.]

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SIGNATURE PAGE TO SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT OF LEASES AND RENTS

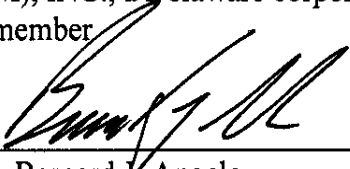
IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be signed on the day and year first above written.

MORTGAGOR:

NM PROJECT COMPANY, LLC,
a Delaware limited liability company

By: NM Investments, LLC, a Delaware limited liability company, its sole member

By: GSS (NM), INC., a Delaware corporation its sole member

By: 
Name: Bernard J. Angelo
Title: Vice President

Property of Cook County Clerk's Office

STATE OF NEW YORK)
) SS.
COUNTY OF SUFFOLK)

I, Lauren A. Gerrie, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bernard J. Angelo of GSS (NM), INC., a Delaware corporation, the sole member of the NM Investments, LLC, a Delaware limited liability company, the sole member of NM Project Company, LLC, a Delaware 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 as such Vice President, he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act and deed of NM Project Company, LLC, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of September, 2014.




Notary Public

LAUREN A. GERRIE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GE6276584
Qualified in Suffolk County
My Commission Expires February 19, 2017

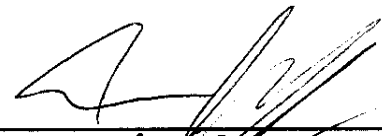
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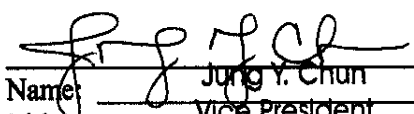
SIGNATURE PAGE TO SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT OF LEASES AND RENTS

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be signed on the day and year first above written.

MORTGAGEE:

**LANDESBANK HESSEN-THÜRINGEN
GIROZENTRALE**, as Administrative Agent for
the Lenders

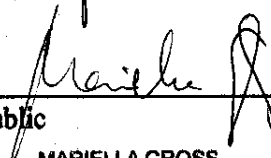
By: 
 Name: Aaron D. Jaffe
 Title: Senior Vice President
CRM Real Estate

By: 
 Name: Jung Y. Chun
 Title: Vice President
Real Estate Finance

STATE OF NEW YORK)
) SS.
 COUNTY OF NEW YORK)

I, Mariella Gross, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Aaron and Jung Y. Chun, a the SVP and VP, respectively of LANDESBANK HESSEN-THURINGEN GIROZENTRALE, as such SVP and VP, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of September, 2014.


 Notary Public
 MARIELLA GROSS
 Notary Public, State of New York
 No. 01GR8275435
 Qualified in Kings County
 Commission Expires January 28, 2017

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY****ORDER NUMBER:** 1401 008422879 D2**STREET ADDRESS:** 664 NORTH MICHIGAN AVENUE, 666 North 70 N. Michigan Ave, 118 E. Erie**CITY:** CHICAGO**COUNTY:** COOK**TAX NUMBER:** 17-10-109-003-0000; 17-10-109-004-0000; 17-10-109-008-0000**LEGAL DESCRIPTION:****PARCEL 1:**

THE SOUTH 60 FEET OF THE EAST 1/2 OF BLOCK 41 (EXCEPT THE EAST 75 FEET THEREOF) IN KINZIE'S ADDITION, BEING A SUBDIVISION OF THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE LAND TO THE LEASEHOLD ESTATE AS DEFINED IN SCHEDULE B AT EXCEPTION LETTER Q:

TRACT A:

THE NORTH 35 FEET (EXCEPT THE EAST 75 FEET THEREOF) OF THE SOUTH 95 FEET OF THE EAST 1/2 OF BLOCK 41 IN KINZIE'S ADDITION TO CHICAGO AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.00 FEET ABOVE CHICAGO CITY DATUM, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT B:

THE EAST 32.73 FEET OF THE WEST 1/2 OF BLOCK 41 (EXCEPT THE NORTH 78 FEET AND EXCEPT THE SOUTH 95 FEET THEREOF); ALSO THE EAST 1/2 OF BLOCK 41 (EXCEPT THE NORTH 78 FEET AND EXCEPT THE SOUTH 95 FEET THEREOF AND EXCEPT THE EAST 75 FEET THEREOF) ALL IN KINZIE'S ADDITION TO CHICAGO AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.00 FEET ABOVE CHICAGO CITY DATUM, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY AGREEMENT AND GRANT BETWEEN SAMUEL J. WALKER, AND OTHERS, AND LESLIE H. HANAWALT, AND OTHERS, DATED APRIL 20, 1942 AND RECORDED MAY 27, 1942 AS DOCUMENT NUMBER 12899949 AND AS CREATED AND MODIFIED BY AGREEMENT BETWEEN METROPOLITAN TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1946 AND KNOWN AS TRUST NUMBER 2754 AND HELENA RUBINSTEIN, INC, A CORPORATION OF NEW YORK, DATED OCTOBER 11, 1949 AS DOCUMENT NUMBER 14659909 FOR ALLEY OVER A STRIP OF LAND 18 FEET IN WIDTH AND FOR BUILDING FOOTINGS AND FUEL TANK IN PART THEREOF, THE STRIP BEING DESCRIBED AS FOLLOWS:

(CONTINUED)

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 008422879 D2

STREET ADDRESS: 664 NORTH MICHIGAN AVENUE, 666-670 N. Michigan Ave & 118 E Erie St

CITY: CHICAGO **COUNTY:** COOK

TAX NUMBER: 17-10-109-003-0000; 17-10-109-004-0000; 17-10-109-008-0000

LEGAL DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF BLOCK 41 IN KINZIE'S ADDITION TO CHICAGO, AFORESAID; THENCE WEST 18 FEET ALONG THE SOUTH LINE OF SAID BLOCK 41; THENCE NORTH 95 FEET ALONG A LINE PARALLEL WITH AND 18 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 OF SAID BLOCK 41; THENCE EAST 18 FEET ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID BLOCK 41 TO THE NORTHWEST CORNER OF PARCEL 2; THENCE SOUTH ALONG THE WEST LINE OF PARCELS 1 AND 2 CONTINUING ALONG THE EAST LINE OF THE WEST 1/2 OF SAID BLOCK 41, A DISTANCE OF 95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 2 WAS CREATED BY AGREEMENT AND GRANT BETWEEN SAMUEL J. WALKER, AND OTHERS, AND LESLIE H. HANAWALT, AND OTHERS, DATED APRIL 20, 1942 AND RECORDED MAY 27, 1942 AS DOCUMENT NUMBER 12899949 AND AS CREATED AND MODIFIED BY AGREEMENT BETWEEN METROPOLITAN TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1946 AND KNOWN AS TRUST NUMBER 2754 AND HELENA RUBINSTEIN, INC., A CORPORATION OF NEW YORK DATED OCTOBER 11, 1949 AND RECORDED OCTOBER 24, 1949 AS DOCUMENT NUMBER 14659909, AND AS CREATED IN DEED FROM METROPOLITAN TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1946 AND KNOWN AS TRUST NUMBER 2754 TO RAYMOND MARK, FANNIE PRITZKER AND JACK N. PRITZKER RECORDED OCTOBER 18, 1948 AS DOCUMENT 14423845 FOR ALLEY OVER A STRIP OF LAND 18 FEET IN WIDTH AND FOR BUILDING FOOTINGS AND FUEL TANK IN A PART THEREOF, THE STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF BLOCK 41 IN KINZIE'S ADDITION TO CHICAGO AFORESAID; THENCE WEST 18 FEET ALONG THE SOUTH LINE OF SAID BLOCK 41; THENCE NORTH 95 FEET ALONG A LINE PARALLEL WITH AND 18 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 OF SAID BLOCK 41; THENCE EAST 18 FEET ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID BLOCK 41 TO THE EAST LINE OF THE WEST 1/2 OF SAID BLOCK 41; THENCE SOUTH 95 FEET ALONG SAID EAST LINE OF SAID WEST 1/2 OF SAID BLOCK 41, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5: (AIR RIGHTS ABOVE)

THE NORTH 35 FEET (EXCEPT THE EAST 75 FEET THEREOF) OF THE SOUTH 95 FEET OF THE EAST 1/2 OF BLOCK 41 IN KINZIE'S ADDITION TO CHICAGO AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.00 FEET ABOVE CHICAGO CITY DATUM, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: (AIR RIGHTS ABOVE)

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008422879 D2

STREET ADDRESS: 664 NORTH MICHIGAN AVENUE, 666-670 N. Michigan Ave & 118 E. Erie St

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 17-10-109-003-0000; 17-10-109-004-0000; 17-10-109-008-0000

LEGAL DESCRIPTION:

THE EAST 32.73 FEET OF THE WEST 1/2 OF BLOCK 41 (EXCEPT THE NORTH 78 FEET AND EXCEPT THE SOUTH 95 FEET THEREOF); ALSO THE EAST 1/2 OF BLOCK 41 (EXCEPT THE NORTH 78 FEET AND EXCEPT THE SOUTH 95 FEET THEREOF AND EXCEPT THE EAST 75 FEET THEREOF) ALL IN KINZIE'S ADDITION TO CHICAGO AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.00 FEET ABOVE CHICAGO CITY DATUM, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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