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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/12/2015 01:51 PM Pg: 1 of 10

This document was prepared by:

Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005
Attention: Athy A. O’Keeffe, Esq.

Permanent Tax Index Number:
See Exhibit A

Property Addresses:
3401 N. California Avenue
Chicago, IL 60618 5503
and
2718 W. Roscoe Street
Chicago, IL 60618

Space above this line for recording data.

FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this “Amendment”) is dated as of February 24, 2015, (the “Effective Date”), by WILLIAMS ELECTRONICS GAMES, INC., a Delaware corporation, having an office at 750 Lexington Avenue, New York, New York 10022, (the “Mortgage”), to BANK OF AMERICA, N.A., a national banking association, having an office at 901 Main Street, Dallas, Texas 75202, in its capacity as Collateral Agent for the Lenders (as defined in the Mortgage), as mortgagee, assignee and secured party (in such capacities and together with any successors in such capacities, the “Mortgagee”). Capitalized terms used in this Amendment shall have the same meanings as in the Existing Mortgage (as defined below) unless otherwise defined in this Amendment.

RECITALS:

A. Mortgagor previously executed and delivered to Mortgagee that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of December 16, 2013 and recorded on January 16, 2014, as document number 1401610033 in the Official Records of the County of Cook, State of Illinois encumbering the Mortgaged Property, including certain Land, Improvements and Fixtures located in Cook County in the State of Illinois (the “Original Mortgage”) as amended and restated by that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 21, 2015, and recorded on January 28, 2015, as document number 1502817006 in the Official Records of the County of Cook, State of Illinois (the “Amended and Restated Mort-

S ✓
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Return to:

First National Financial Title Services, Inc.
3237 Satellite Blvd, Bldg 300, Suite 450
Duluth, GA 30096
File No. H9690-J

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gage”; the Original Mortgage, as amended and restated by the Amended and Restated Mortgage, the “Existing Mortgage”) encumbering the Mortgaged Property, including certain Land, Improvements and Fixtures located in Cook County in the State of Illinois which Land is more particularly described in **Exhibit A**.

B. As more fully described in the Existing Mortgage, the Existing Mortgage secures all Obligations including without limitation those under that certain Credit Agreement dated as of October 18, 2013 (the “Original Credit Agreement”), as such Original Credit Agreement has been amended by that certain Amendment No. 1 dated as of October 1, 2014 (“Amendment No. 1”; the Original Credit Agreement as amended by Amendment No. 1, the “Existing Credit Agreement”), as either the Obligations or the Credit Agreement may be further amended, waived, supplemented or otherwise modified from time to time, with or without record notice of such amendment, amendment and restatement, supplementation or other modification.

C. Borrower and Mortgagee have amended the Credit Agreement pursuant to the terms and conditions of that certain Lender Joinder Agreement dated as of February 11, 2015 (the “Credit Agreement Amendment”). The Credit Agreement Amendment reconfirms the Credit Agreement and provides for, among other things, certain amendments to the Credit Agreement, including (i) the addition of Supplemental Revolving Commitment Increases (as defined in the Credit Agreement) in the amount of \$25,000,000.00 and (ii) certain other changes as set forth therein.

D. Mortgagor and Mortgagee desire to, among other things, give notice of the amendment to the Existing Credit Agreement reflected in the Credit Agreement Amendment and to confirm that the Existing Mortgage remains in full force and effect, except only to the extent expressly modified by this Amendment.

E. The indebtedness consisting of the Obligations is continuing, is not being repaid or discharged in whole or in part, and no change is being made to the Obligations except pursuant to the Credit Agreement Amendment.

A G R E E M E N T :

NOW, THEREFORE, Mortgagor and Mortgagee agree and give notice as follows.

1. Amendment.

The Existing Mortgage is hereby amended as follows:

1.1. *Definition of “Credit Agreement.”* Whenever referred to herein or in the Existing Mortgage, as amended by this Amendment, “Credit Agreement” shall mean the Existing Credit Agreement, as amended by the Credit Agreement Amendment, as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, including any modification changing the amount, maturity date, the interest rate or other terms of the Obligations or giving notice of any such changes; which term shall also include and refer to any increase

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in the amount of indebtedness under the Credit Agreement and any refinancing or replacement of the Credit Agreement (whether under a bank facility, securities offering or otherwise) or one or more successor or replacement facilities whether or not with a different group of agents or lenders (whether under a bank facility, securities offering or otherwise) and whether or not with different obligors upon the Administrative Agent's acknowledgment of the termination of such agreement or successor agreements.

1.2. *Definition of "Mortgage."* Whenever referred to herein or in the Existing Mortgage, as amended by this Amendment, "Mortgage" shall mean the Existing Mortgage, as amended by this Amendment, as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Obligations or giving notice of any such changes or restructuring, refunding, refinancing or increasing the indebtedness under such agreement or successor agreement. Any future amendment, amendment and restatement, supplementation, or other modification of the Mortgage may or may not be recorded.

1.3. *Definition of "Obligations."* Whenever referred to herein or in the Existing Mortgage, as amended by this Amendment, "Obligations" shall mean the Obligations, as amended and modified by the Credit Agreement Amendment, and as may be further amended, amended and restated, waived, and otherwise modified from time to time if and when the Credit Agreement is further amended, amended and restated, waived, or otherwise modified from time to time, including any modification changing the amount, the interest rate or restructuring, refinancing or increasing the indebtedness or altering the Obligations under such agreement or successor agreement.

1.4. *Taxes.* Mortgagor shall pay all mortgage recording taxes, filing fees, recording fees, and other taxes imposed or assessed upon this Mortgage Amendment, including all taxes, penalties, and interest for the foregoing.

2. Confirmation and Ratification of Existing Mortgage.

Except as modified by this Mortgage Amendment, the Existing Mortgage shall continue in full force and effect. In all other respects Mortgagor and Mortgagee fully confirm and ratify the Existing Mortgage, the Credit Agreement, and the other Loan Documents except as expressly modified pursuant to this Amendment or the Credit Agreement Amendment. Nothing in this Amendment is intended to waive any rights or remedies of Mortgagee under the Existing Mortgage, or (except to the extent, if any, expressly stated herein) any defaults of Mortgagor under the Existing Mortgage. The Existing Mortgage shall continue to be a valid and subsisting lien against the Mortgaged Property. Nothing contained in this Amendment shall be construed as (a) a novation of the Obligations or (b) a release or waiver of all or any portion of the grant or conveyance to the Mortgagee of the Mortgaged Property.

3. No Change in Mortgage Priority.

3.1. *Changes to Obligations; Effect of Change(s).* No Change (as hereinafter defined) shall impair, reduce or subordinate, in whole or in part, the priority of the lien of the Mortgage as against the liens of Junior Lien Claimants (as hereinafter defined), and the

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Mortgage shall continue to secure the Obligations, with the same priority of lien as the Existing Mortgage regardless of any Changes, whether or not: (a) any notice is recorded with respect to such Change, (b) such Change increases the principal amount (subject to any express limitations thereon set forth in the Mortgage) or the interest rate of the Obligations or otherwise adversely affects Junior Lien Claimants, or (c) Mortgagor executes or delivers new or additional note(s) to evidence or confirm such Change.

3.2. *Notice to Junior Lien Claimants.* All actual and potential Junior Lien Claimants are hereby placed on notice that (i) the Obligations are subject to Change(s) and (ii) the Existing Mortgage provided and gave notice that it secured the Obligations arising both under the Loan Documents as originally executed and delivered and under the Loan Documents as affected by one or more Changes. Junior Lien Claimants should not assume that they will be notified of any amendment of the Loan Documents or of the Obligations that occurs before or after the recording of their lien. By taking or accepting an interest in the Mortgaged Property subject to the Mortgage, each Junior Lien Claimant acknowledges and agrees to the provisions of this Section 3.

3.3. *Interaction with Loan Documents.* Nothing in this Section 3 shall be deemed to limit or waive any restrictions or prohibitions on transfers and/or junior liens set forth in the Loan Documents.

3.4. *Definition:*

A "Junior Lien Claimant" means any holder of any interest or claim that affects any Mortgaged Property or estate or interest therein, which interest or claim is recorded after the date the Original Mortgage was originally recorded or that is otherwise, or is intended to be, junior and subordinate to the lien of the Mortgage.

"Change" means (i) any amendment, modification, extension, renewal, restatement, increase, re-pledge, supplement, or other change, from time to time, to the Obligations, (ii) the execution and delivery of this Amendment or of any subsequent or prior amendment restatements, supplements, or other modifications of the Mortgage and (iii) any amendments, restatements, supplements, or other modifications of the Credit Agreement or the other Loan Documents, in each case including, without limitation, all or any of the following: (A) complete or partial amendment and restatement of any or all terms and conditions of the Obligations, (B) modifications of the required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part; (C) modifications, extensions or renewals at a different rate of interest; (D) increases in any amount in the principal or interest rate of the Obligations; and/or (E) modifications or additional amounts advanced with respect to the Obligations.

4. Credit Agreement Amendment.

The parties hereby give notice that the Existing Credit Agreement has been amended, pursuant to the Credit Agreement Amendment.

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5. Future Amendments.

The Mortgage, cannot be further altered, amended, modified, terminated, waived, released, or discharged, except in accordance with the provisions of the Mortgage. Any amendment of the Loan Documents or of the Obligations may or may not be recorded. Any such amendment shall be fully effective whether or not recorded, without thereby impairing or reducing the priority of the lien of the Mortgage or constituting a novation.

6. Effect of Amendment.

Except as, and to the extent, specifically modified or amended by this Amendment, the Existing Mortgage is and remains in full force and effect according to the terms thereof. If it is determined that any person or entity except Mortgagee has a lien, encumbrance, or claim of any type with priority over any term of this Amendment, the original terms of the Loan Documents and Existing Mortgage shall be severable from this Amendment and separately enforceable from the terms thereof (as modified hereby) in accordance with their original terms, and Mortgagee shall continue to hold the benefit of all legal or equitable priorities that existed before the Effective Date. Any legal or equitable priorities of Mortgagee over any party that existed before the Effective Date shall remain in effect after the Effective Date.

7. GOVERNING LAW.

THIS AMENDMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH THE EXISTING MORTGAGE.

8. Counterparts.

This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank.]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the Effective Date.

MORTGAGOR

WILLIAMS ELECTRONICS GAMES, INC., a
Delaware corporation

By: *[Signature]*
Name: SLOTT SCHNEIDER FULTY
Title: PRESIDENT, CEO, TREASURER

STATE OF IL)
)) §§
 COUNTY JACKSON)
 I, Lisa Kettner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Slott Schneider Fulty, of WILLIAMS ELECTRONICS GAMES, INC., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Pres, CEO, Treas appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own 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 13 day of February, 2015.

[SEAL]



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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the Effective Date.

MORTGAGEE

BANK OF AMERICA, N.A.

By: Angela Larkin
Name: Angela Larkin
Title: Assistant Vice President

STATE OF)
) SS
COUNTY)

I, Nancy Celecki a Notary Public in and for said County, in the State aforesaid, do hereby certify that Angela Larkin the AVP, of BANK OF AMERICA, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AVP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20th day of February 2015.

[SEAL]

Nancy K. Celecki
NOTARY



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EXHIBIT A

Legal Description

All that certain (or those certain) parcel(s), plot(s) or piece(s) of real property, including improvements and fixtures, more particularly described as follows, located in the counties more particularly described as follows or on the supplemental page(s) attached hereto:

Property of Cook County Clerk's Office

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**3401 N. California Avenue
Chicago, IL 60618-5809**

Pin #: 13-24-400-003-0000
13-24-400-006-0000

As to Tract 1:

Parcel 1:

A tract of land, lying West of a line which is 389 feet and 3 inches (measured along the North line of West Roscoe Street) East of the East line of North California Avenue and which runs North from and at right angles to the said North line of West Roscoe Street which tract of land aforesaid is contained in the following described land:

Commencing at a point in the North and South center line of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, 1238.5 feet North of the South line of said Section running; thence East to a point on or near the West bank of the North branch of the Chicago River and distance from the point of beginning 719.2 feet; thence North 7 degrees 30 minutes West, 303.5 feet to a point West of said North Branch of the Chicago River; thence West 679.2 feet to said North and South center line of said Section 24; thence South along said North and South center line 300 feet to the point of beginning, (excepting from the said tract the west 33 feet taken for North California Avenue and the South 33 feet taken for Roscoe Street), in Cook County, Illinois.

Parcel 3:

The North 56 feet of the South 1594.4 feet of the South East 1/7 section 24, Township 40 North, Range 13 East of the Third Principal Meridian, lying West of the North Branch of the Chicago River as established and used by the Sanitary District of Chicago, and East of a line 308.77 feet East of and parallel with the West line of said South East 1/4 of Section 24, being a part of Lot 17 in the County Clerk's Division of un subdivided lands in the South East 1/4 of said Section 24, in Cook County, Illinois.

**2718 W. Roscoe Street
Chicago, IL 60618**

Pin #: 13-24-400-004

As to Tract 2:

A tract of land lying East of a line which is 389 feet 3 inches (measured along the North line of West Roscoe Street) East of the East line of North California Avenue and which runs North from and at right angles to said North line of West Roscoe Street, which tract of land aforesaid is contained in the following described land: commencing at a point in the North and South center line of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian, 1238.5 feet North of the South line of said Section running thence East to

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a point on or near the West Bank of the North Branch of the Chicago River and distant from the point of beginning, 719.2 feet; thence North 7 degrees 30 minutes West 303.5 feet to a point West of said North Branch of the Chicago River; thence West 679.2 feet to said North and South center line of said Section; thence South and along said North and South center line 300 feet to the point of beginning (except from said tract of land the East 91.9 feet of said premises taken and appropriated for the purpose of straightening said North Branch of the Chicago River and also excepting therefrom the South 33 feet thereof dedicated for street purposes September 12, 1894) in Cook County, Illinois.

Property of Cook County Clerk's Office