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**This Document Prepared By
and After Recording Return to:**

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Address of Property:
600-650 Academy Drive
Northbrook, Illinois 60062

PIN Nos.:
04-05-400-010
04-05-400-011
04-05-400-012



Doc#: 1512119136 **Fee:** \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/01/2015 02:20 PM Pg: 1 of 6

**FOURTH AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT**

This Fourth Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (the "Amendment") is made as of the 1st day of ^{May}~~April~~, 2015 and effective as of the 28th day of February, 2015, by **ACADEMY DRIVE L.L.C.**, an Illinois limited liability company ("Borrower"), and **JPMORGAN CHASE BANK, N.A.**, a national banking association ("Lender"). All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Mortgage (as defined below).

Recitals

A. Borrower has executed that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of July 31, 2008, and recorded on August 8, 2008 as Document No. 0822134069, in the Official Records of Cook County, State of Illinois (the "Original Mortgage"), granting a lien on certain real and personal property of Borrower located in Cook County, Illinois and described with greater particularity in Exhibit A attached hereto. The Original Mortgage was modified by that certain First Modification of Loan Documents dated as of July 31, 2010, and recorded on October 10, 2010 as Document No. 1029218035, in the Official Records of Cook County, State of Illinois (the "First Modification"), that certain Second Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of October 30, 2012, and recorded on October 31, 2012 as Document No. 1230516092, in the Official Records of Cook County, State of Illinois (the "Second Amendment"), and that certain Third Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of May 22, 2013, and recorded on May 23, 2013 as Document No. 1314319081, in the Official Records of Cook County, State of Illinois (the "Third Amendment"); the Original Mortgage, First Modification, Second Amendment and

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Third Amendment, together, the "Mortgage"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Mortgage.

B. Borrower has requested Lender to modify certain terms contained in the Loan Documents, including extending the maturity date of the Loan from February 28, 2015 to February 28, 2017. Lender has agreed to so modify such terms contained in the Loan Documents on the terms and conditions set forth herein.

C. The execution and delivery of this Amendment by Borrower is a condition precedent to the effectiveness of the extension of the Loan.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Modification of Maturity Date. The following Section 3.26 is hereby deleted in its entirety and replaced with the following:

"3.26. Interest Rate; Maturity Date. The Loan secured hereby bears interest at a fluctuating rate as described in the Loan Agreement. The Loan secured hereof has a maturity date of February 28, 2017."

2. Deletion of Exhibit B. Exhibit B is hereby deleted in its entirety.

3. Liens. Borrower hereby agrees that this Amendment modifies the Mortgage and in no way acts as a release or relinquishment of liens, security interests and rights (collectively called the "Liens") created thereunder. The Liens created by the Mortgage are hereby renewed, extended, ratified and confirmed by Borrower in all respects as collateral for the "indebtedness secured hereby" (as such phrase is defined in the Mortgage).

4. Continuation. Except as supplemented and amended hereby, all of the terms, covenants, and agreements in the Mortgage remain unchanged, and as supplemented and amended, they continue in full force and effect.

5. Governing Law. The place of the location of the Mortgaged Property being the State of Illinois, this Amendment shall be construed and enforced according to the laws of that State. To the extent that this Amendment may operate as a security agreement under the Uniform Commercial Code, Lender shall have all rights and remedies conferred therein for the benefit of a secured party, as such term is defined therein. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AMENDMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which is an original and all of which constitute one agreement.

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7. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and permitted assigns.

[Signatures on the Following Page]

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

BORROWER:

ACADEMY DRIVE L.L.C.,
an Illinois limited liability company

By: [Signature]
Name: Wayne Moretti
Title: Managing Member

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State of Illinois)
)
County of Cook)

I, Karen E. Schell, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wayne Moretti, personally known to me to be the Managing Member of Academy Drive L.L.C., an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as set forth above as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of April, 2015.

[Signature]
Notary Public

My commission expires: 8-7-16



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LENDER:

JPMORGAN CHASE BANK, N.A.

By: *Sean Longo*
Name: BIAN LONGO
Title: AUTHORIZED OFFICER



State of Illinois)
County of Cook)

I, Sean Fitzgerald, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bian Longo, the Authorized Officer of JPMORGAN CHASE BANK, N.A., 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 he/she signed and delivered the said instrument in his/her capacity as Authorized Officer as his/her free and voluntary act, and as the free and voluntary act of such banking association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of April, 2015.

Sean Fitzgerald
Notary Public

My commission expires: 02/11/2019

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Exhibit A

Legal Description

Lots 1, 2 and 3 in the Resubdivision of part of Lot 4 in Block 3 in the First Resubdivision of Sky Harbor Industrial Park Unit No. 1, in the South 1/2 of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN Nos.: 04-05-400-010
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Common Address: 600-650 Academy Drive, Northbrook, Illinois 60062

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