

UNOFFICIAL COPY



THIS DOCUMENT PREPARED BY
AND AFTER RECORDING SHOULD
RETURNED TO:

Doc#: 1513919071 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/19/2015 10:56 AM Pg: 1 of 6

Stephen M. Alderman, Esq.
Garfield & Merel, Ltd
Suite 1300
180 N. Stetson Ave.
Chicago, Illinois 60601

88 88 026
D2/4K
Dad

FIRST MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

This First Modification of Mortgage and Assignment of Rents dated as of dated as of the 15th day of May, 2015, by and between **FIRSTMERIT BANK, N.A. ("BANK")**, 501 West North Avenue, Melrose Park, IL 60160, and **NRG TOUHY MCCORMICK, LLC**, an Illinois limited liability company, 225 W. Hubbard Street, 4th Floor, Chicago, IL 60654 ("Borrower"),

RECITALS:

WHEREAS, Lender is the holder of a certain \$500,000.00 Promissory Note dated as of even date herewith, executed by Borrower (the "Letter of Credit Note") which Letter of Credit Note is in connection with a Letter of Credit Agreement between Borrower and Bank dated as of even date herewith ("Letter of Credit Agreement");

WHEREAS, it is the intent and agreement of the parties that all obligations of Borrower to Bank under, in connection with or pursuant to the Letter of Credit Note and Letter of Credit Agreement are and shall be secured by the lien of, among other things, the following documents executed by Borrower:

- A. Mortgage and Security Agreement ("Mortgage") dated December 20, 2013 and recorded December 30, 2013 with the Cook County Recorder of Deeds as Document No. 1336419050 on the Real Estate legally described in Exhibit A which is attached hereto and by this reference incorporated herein.
- B. Assignment of Rents ("Assignment of Rents") dated December 20, 2013 and recorded December 30, 2013 with the Cook County Recorder of Deeds as Document No. 1336419051.

The above documents are hereinafter jointly referred to as the "Security Documents."

WHEREAS, Borrower intends to pay in full all amounts currently outstanding under the Note as referred to in the Security Documents but to leave the lien of the Security Documents in place to secure all amounts due or to become due under or in connection with the Letter of Credit Note and the Letter of Credit Agreement,

UNOFFICIAL COPY

NOW, THEREFORE, in consideration of the above set forth recitals and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The recitals hereinbefore set forth are hereby made a part hereof and incorporated herein as if fully set forth. All terms defined in the Security Documents and not otherwise defined herein shall have the same definitions as in the Security Documents when used herein.

2. All references to the Note in the Security Documents shall be deemed to refer to the Note and to the Letter of Credit Note.

3. In addition to the items included in the definition of "Indebtedness Hereby Secured" contained in the Mortgage, the Indebtedness Hereby Secured also includes all amounts now or hereafter owed under, in connection with or related to the Letter of Credit Note and the Letter of Credit Agreement.

4. In addition to the items described as being secured by the Assignment of Rents, the Assignment of Rents also secures all amounts now or hereafter owed under, in connection with or related to the Letter of Credit Note and the Letter of Credit Agreement.

5. The legal description attached as Exhibit A to the Security Documents is hereby amended by deleting said Exhibit in its entirety and inserting in lieu thereof the legal description attached as Exhibit B hereto (which effects a release of a portion of the property described in Exhibit A).

6. The parties hereto intend this instrument to operate as a modification of the Security Documents and do not intend that a new mortgage or assignment of rents be created hereby.

7. Nothing in this Agreement shall change or modify in any manner the conditions and covenants of the Security Documents, except as specifically stated herein, and such Security Documents shall otherwise remain in full force and effect and by the execution hereof Borrower reaffirms each and all of the representations, warranties, obligations, covenants and agreements of Borrower set forth in the Security Documents.

8. In the event of a conflict or inconsistency between this Agreement and the Security Documents, the terms herein shall supersede and govern.

IN WITNESS WHEREOF, the parties hereto have executed this First Modification of Mortgage and Assignment of Rents as of the day and year first above written.


SIGNATURES APPEAR ON FOLLOWING PAGE

UNOFFICIAL COPY

Borrower:

NRG TOUHY MCCORMICK, LLC,
an Illinois limited liability company


By: **CENTRUM SKOKIE MANAGER, LLC,**
an Illinois limited liability company,
its: Manager



Name: Graham Palmer
Its: Manager

Bank:

FIRSTMERIT BANK, N.A.



Name: Alec P. Blis
Its: SVP

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF IL)
) SS.
COUNTY OF COOK)

I, Amy L Horan, a Notary Public in and for the County and State aforesaid, do hereby certify that Graham Palmer, the Manager of CENTRUM SKOKIE MANAGER, LLC, an Illinois limited liability company the manager of NRG TOUHY MCCORMICK, LLC, an Illinois limited liability company, who is 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 signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of May, 2015.

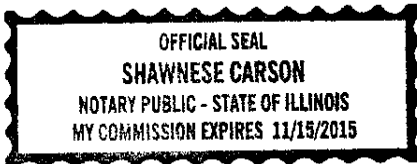


Amy L Horan
Notary Public

STATE OF IL)
) SS.
COUNTY OF COOK)

I, Shawneese Carson, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Alec P. Bliss the SVP of FirstMerit Bank, 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 signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of May, 2015.



Shawneese Carson
Notary Public

UNOFFICIAL COPY

EXHIBIT A ORIGINAL LEGAL DESCRIPTION

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION 26 WHICH IS 660 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION; AND RUNNING THENCE WEST ALONG SAID SECTION LINE FOR A DISTANCE OF 856.85 FEET TO A POINT WHICH IS 460 FEET EAST OF THE WEST LINE OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SOUTH EAST 1/4 OF SAID SECTION 26 (MEASURED ALONG SAID SECTION LINE); THENCE NORTH PARALLEL WITH SAID WEST LINE A DISTANCE OF 500 FEET TO A POINT; THENCE EAST PARALLEL TO SAID SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 856.28 FEET TO THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH A LINE WHICH IS 660 FEET WEST OF (MEASURED ON THE SOUTH LINE OF SAID SECTION) THE EAST LINE OF SAID SECTION 26; THENCE SOUTH ON SAID LAST DESCRIBED LINE A DISTANCE OF 500 FEET TO THE PLACE OF BEGINNING, (EXCEPT THAT PART TAKEN FOR TOUHY AVENUE AS PER DOCUMENT NUMBER 89300294), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE, PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT RECORDED DECEMBER 30, 2013 AS DOCUMENT NUMBER 1336419047 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 1 IN H & M REALTY SUBDIVISION RECORDED JUNE 25, 1999 AS DOCUMENT NUMBER 99616231 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER SAID LOT; THENCE SOUTH 89 DEGREES 05 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT, 245.00 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 24 SECONDS WEST, ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 70.00 FEET TO A LINE 70.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT; THENCE NORTH 89 DEGREES 05 MINUTES 36 SECONDS EAST ALONG SAID PARALLEL LINE, 246.83 FEET TO THE WEST LINE OF MCCORMICK BOULEVARD AS SHOWN ON DOCUMENT NUMBER 89300294, SAID LINE BEING 29.77 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF MCCORMICK BOULEVARD; THENCE SOUTH 00 DEGREES 35 MINUTES 25 SECONDS WEST, ALONG SAID WEST LINE, 70.02 FEET TO THE POINT OF BEGINNING.

PIN: 10-26-403-042-0000

Common Address: 7200 MCCORMICK BLVD, SKOKIE, IL

UNOFFICIAL COPY

EXHIBIT B LEGAL DESCRIPTION

PARCEL 1:

LOT 2 OF THE SKOKIE COMMONS SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 2014 AS DOCUMENT NUMBER 1418119079 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE, PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT RECORDED DECEMBER 30, 2013 AS DOCUMENT NUMBER 1336419047 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 1 IN H & M REALTY SUBDIVISION RECORDED JUNE 25, 1999 AS DOCUMENT NUMBER 99616231 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER SAID LOT; THENCE SOUTH 89 DEGREES 05 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT, 245.00 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 24 SECONDS WEST, ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 70.00 FEET TO A LINE 70.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT; THENCE NORTH 89 DEGREES 05 MINUTES 36 SECONDS EAST, ALONG SAID PARALLEL LINE, 246.83 FEET TO THE WEST LINE OF MCCORMICK BOULEVARD AS SHOWN ON DOCUMENT NUMBER 89300294, SAID LINE BEING 29.77 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF MCCORMICK BOULEVARD; THENCE SOUTH 00 DEGREES 35 MINUTES 25 SECONDS WEST, ALONG SAID WEST LINE, 70.02 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED DECEMBER 30, 2013 AS DOCUMENT NUMBER 1336419049 AND FIRST AMENDMENT RECORDED FEBRUARY 24, 2015 AS DOCUMENT 1505510032, RELATING TO EASEMENTS FOR PARKING, INGRESS AND EGRESS, UTILITIES, SIGNS, AND TEMPORARY CONSTRUCTION; REASONABLE USE OF EASEMENTS; AND MAINTENANCE OVER AND UPON THE COMMON AREAS LOCATED ON LOT 2 IN AFORESAID SUBDIVISION.

PIN:10-26-403-002-0000

Address: 3325 W. Touhy Ave., Skokie, IL