

PREPARED BY AND AFTER  
RECORDING RETURN TO:  
Martin J. Lee  
Greenberg Traurig, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601

(For Recorder's Use Only)

**SECOND AMENDMENT TO THIRD MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS**

This **SECOND AMENDMENT TO THIRD MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS** ("Amendment") is made and effective as of May 26, 2015, by and between **AJZ-SCHAUMBURG, LLC**, a Michigan limited liability company, with an address of 4200 Parkway Place SW, Grandville, Michigan 49418 (herein, together with its successors and assigns, "**Mortgagor**") and **ALLY BANK (Ally Capital in Hawaii, Mississippi, Montana and New Jersey)**, with an address of 6985 Union Park Center, Suite 435, Midvale, Utah 84047 ("**Bank**").

**RECITALS:**

A. Mortgagor made that certain Third Mortgage and Assignment of Leases and Rents in favor of Bank, dated December 31, 2013 and recorded with the Cook County Recorder of Deeds on January 22, 2014 as Document No. 1402217025, and recorded on March 19, 2014 as Document No. 1407844023, as amended by that certain Amendment to Third Mortgage and Assignment of Leases and Rents, dated as of June 30, 2014, and recorded with the Cook County Recorder of Deeds on July 17, 2014, as Document No. 1419815055 (collectively, the "**Existing Mortgage**") to secure, among other things, that certain real estate loan in the original principal amount of \$3,170,000.00 (the "**Purchase Loan**") made to Mortgagor pursuant to that certain Commercial Real Estate Loan and Security Agreement by and between Mortgagor and Bank and dated as of December 31, 2013 (the "**Purchase Loan Agreement**") and that certain real estate loan in the original principal amount of up to \$3,250,000.00 (the "**Construction Loan**"), made by Mortgagor pursuant to that certain Commercial Real Estate Loan and Security Agreement (Construction) by and between Mortgagor and Bank and dated as of June 30, 2014 (the "**Construction Loan Agreement**", and, together with the Purchase Loan Agreement, the "**Loan Agreements**") and pursuant to the Existing Mortgage, Mortgagor mortgaged and conveyed unto Bank, its successors and assigns, a security interest in the real estate commonly known as 208 West Golf Road, Schaumburg, Illinois 60195, and as more specifically described on Exhibit A attached hereto, and all of its estate, right, title and interest therein situated, lying and being in the County of Cook and State of Illinois (the "**Property**").

B. Mortgagor, certain affiliates of Mortgagor, and Bank have executed that certain Amendment to Commercial Real Estate Loan and Security Agreement with Consent of Guarantors of even date herewith (the "**Purchase Loan Amendment**"), pursuant to which Bank has agreed to make certain

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amendments to the Purchase Loan Agreement, including (a) amending the interest rate stated therein, and (b) providing that the maturity date of the Purchase Loan shall be May 1, 2021.

C. Mortgagor, certain affiliates of Mortgagor, Bank, and others have executed that certain Amendment to Commercial Real Estate Loan and Security Agreement with Consent of Guarantors of even date herewith (the "**Construction Loan Amendment**" and, together with the Purchase Loan Amendment, the "**Loan Amendment**"), pursuant to which Bank has agreed to make certain amendments to the Construction Loan Agreement, including (a) amending the interest rate stated therein, and (b) providing that the maturity date of the Construction Loan shall be May 1, 2021.

D. Mortgagor and Bank intend that the Existing Mortgage be amended to incorporate the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by this reference thereto as if fully set forth herein.

2. Amendments.

(a) Section C.3. of the Existing Mortgage is deleted in its entirety and replaced with the following:

"3. Full and final payment of the Purchase Loan is due and payable on May 1, 2021. Full and final payment of the Construction Loan is due and payable on May 1, 2021."

(b) All references to the "Purchase Loan Agreement" in the Existing Mortgage shall mean the Purchase Loan Agreement as amended by the Purchase Loan Amendment.

(c) All references to the "Construction Loan Agreement" in the Existing Mortgage shall mean the Construction Loan Agreement as amended by the Construction Loan Amendment.

3. Incorporation of the Mortgage. The Existing Mortgage, to the extent not inconsistent with the terms and provisions of this Amendment, is incorporated herein by this reference as though the same were set forth in their entirety. Except as specifically set forth herein, the Existing Mortgage shall remain in full force and effect and its provisions shall be binding on the parties hereto.

4. Representations, Covenants and Warranties. Mortgagor hereby represents to, warrants and covenants with Bank that:

(a) The Existing Mortgage (as amended by this Amendment) and Loan Agreements are currently in full force and effect, and the Existing Mortgage constitutes a valid and enforceable lien on the Property. There presently exists no third party having any interest in the Property which is on a parity with or superior to the interest of Bank.

(b) Mortgagor has complied with the provisions of the Existing Mortgage in all material respects, and Mortgagor is not in default under any provisions thereof and no event has occurred which with the passage of time or the giving of notice or both would constitute an Event of Default by Mortgagor under the Existing Mortgage.

(c) There presently exists no setoff, defense or counterclaim available to Mortgagor, and Mortgagor has not received notice of, and has no knowledge of, any setoff, counterclaim or other

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defense available to any such party.

(d) Mortgagor has neither agreed to nor has any knowledge of or is in receipt of any notice of any waivers under, amendments or other modifications of, assignments of rights or obligations under, or defaults under the Existing Mortgage.

(e) Mortgagor has the full right and power to execute, deliver and perform this Amendment according to its terms without the necessity of consent of or joinder with another; when executed and delivered, this Amendment shall constitute a valid and binding agreement, enforceable according to its terms and as to all related entities, successors, subsidiaries, affiliates, agents and assigns.

5. Successors and Assigns. This 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.

6. Severability. In the event that any provision of this 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 Amendment shall be regarded as modified accordingly, and, in any event, the remainder of this Amendment shall continue in full force and effect.

7. Existing Mortgage Otherwise Unchanged. Except as specifically set forth herein, all terms and conditions of the Existing Mortgage shall remain in full force and effect and nothing herein contained invalidates or shall invalidate any security now held by Bank for the obligations of Mortgagor under the Existing Mortgage and the Loan Agreements or impair or release any covenant, condition, agreement or stipulation contained therein.

8. Counterparts. This 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.

9. Conflicts. In the event of any inconsistency or conflict between the Existing Mortgage (as amended by this Amendment) and the Purchase Loan Agreement (as amended by the Purchase Loan Amendment), the terms of the Purchase Loan Agreement (as amended by the Purchase Loan Amendment) shall control. In the event of any inconsistency or conflict between the Existing Mortgage (as amended by this Amendment) and the Construction Loan Agreement (as amended by the Construction Loan Amendment), the terms of the Construction Loan Agreement (as amended by the Construction Loan Amendment) shall control.

[SIGNATURE PAGES FOLLOW]

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**IN WITNESS WHEREOF**, Mortgagor has executed and delivered this Second Amendment to Third Mortgage and Assignment of Leases and Rents as of the day and year first above written.

**MORTGAGOR:**

**AJZ-SCHAUMBURG, LLC,**

a Michigan limited liability company

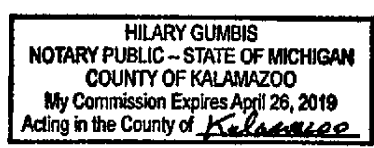
By: \_\_\_\_\_  
Name: Aaron J. Zeigler  
Its: Manager

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Kalamazoo )

The foregoing instrument was acknowledged before me on this 26 day of May, 2015, by Aaron J. Zeigler, Manager of AJZ-SCHAUMBURG, LLC, a Michigan limited liability company, on behalf of said company.

\_\_\_\_\_  
*Hilary Gumbis*

[SEAL]



Notary Public, Kalamazoo County,  
State of Michigan  
Acting in Kalamazoo County, Michigan  
My Commission Expires: 4-26-2019

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**BANK:**

**ALLY BANK**

By: *[Signature]*

Name: K. Horodnik

Title: Assistant Secretary

STATE OF ILLINOIS

COUNTY OF COOK

) SS:

I, Kathryn C Lambri, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that K Horodnik, personally known to be the Assistant Secretary of Ally Bank (Ally Capital in Hawaii, Mississippi, Montana and New Jersey), and personally known 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 Asst sec she/he signed and delivered the said instrument pursuant to authority of said company as her/his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

WITNESS MY HAND and Notary seal this 29 day of May, 2015.

*[Signature]*  
Notary Public



My commission expires:

10/18/17

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## EXHIBIT A

### LEGAL DESCRIPTION

Tax Id Number(s): 07-10-300-061-0000, 07-10-300-049-0000

Land Situated in the County of Cook in the State of Illinois

**Parcel 1:**

Lot 2 in Reins' Subdivision of part of the Southwest 1/4 of Section 10, Township 41 North, Range 10, East of the Third Principal Meridian, according to plat thereof registered in the Office of the Register of Titles on January 20, 1975, as Document Number LR2791796, in Cook County, Illinois.

**Parcel 2:**

Easement for the benefit of Parcel 1 as set forth in the plat of subdivision filed January 20, 1975 as Document LR2791796 and covenants regarding maintenance of Easement for Ingress and Egress and Utilities and Drainage filed January 29, 1975 as Document LR2793055.

**Parcel 3:**

A perpetual, non-exclusive Easement for the benefit of Parcel 1 as created by Easement Agreement dated June 22, 1990 and recorded January 7, 1992 as Document Number 92010653 by and between the Bank of Elk Grove, as Trustee under Trust Agreement dated July 28, 1978 and known as Trust Number 1593, and American National Bank and Trust Company of Chicago, as Trustee under Trust Number 22-76311, Grantor, and First Colonial Bank Northwest, as Trustee under Trust Number 994, Grantee, for the purpose of Vehicular Ingress and Egress, in, along, and upon the private roadway commonly known as Valley Lake Drive, that part of the Southwest quarter of Section 10, Township 1 North, Range 10, East of the Third Principal Meridian, described as follows: Commencing at a point on the West line of said Southwest quarter 1,691.40 feet North of the Southwest Corner of said Southwest quarter (said West line having a bearing of North 03 degrees 31 minutes 29 seconds East of the purposes of this description; thence South 66 degrees 28 minutes 31 seconds East 251.92 feet to a point on a curve and the place of beginning of this description; thence Northerly on a curve concave Southeasterly and having a radius of 493.0 feet, 327.28 feet (the chord of said curve having a bearing of the North 43 degrees 23 minutes 25 seconds East), thence North 62 degrees 31 minutes 29 seconds East on line tangent to the last described curve 723.73 feet to a point of curve, thence Easterly on a curve concave Southerly and having a radius of 783.00 feet, 377.26 feet (the chord of said curve having a bearing of North 76 degrees 19 minutes 39 seconds East), thence South 89 degrees 52 minutes 10 seconds East on a line tangent to the last described curved and parallel with the North line of said Southwest quarter 452.62 feet to its intersection with the West Line of the East 777.86 feet of the North half of the Northeast quarter of said Southwest quarter; thence South 03 degrees 42 minutes 27 seconds West on said West Line of the East 777.86 feet, 9.02 feet to its intersection with the South line of the North 337.22 feet to the North half of the Northeast quarter of said Southwest quarter; thence South 89 degrees 52 minutes 10 seconds East on the South line of said North 337.22 feet, 779.38 feet to the East line of said Southwest quarter; thence South 03 degrees 42 minutes 27 seconds West on said East line of said Southwest quarter 47.99 feet to its intersection with the North line of the South 280 feet of the North half of the Northeast quarter of said Southwest quarter; thence North 89 degrees 52 minutes 34 seconds West on said North line of the South 280 feet, 779.39 feet to its intersection with the West line of the East 777.86 feet aforesaid; thence South 03 degrees 42 minutes 27 seconds West on said West line of the

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East 777.86 feet; thence North 89 degrees 52 minutes 10 seconds West on a line parallel with the North line of said Southwest quarter 448.50 feet to a point of curve; thence Westerly on a curve concave Southerly and having a radius of 717.00 feet, 315.46 feet (the chord of said curve having a bearing of South 76 degrees 19 minutes 39 seconds West); thence South 62 degrees 31 minutes 29 seconds West on a line tangent to the last described curve 723.73 feet to a point of curve; thence Southerly on a curve concave Southeasterly and having a radius of 427.0 feet, 259.92 feet (the chord of said curve having a bearing of South 45 degrees 05 minutes 10 seconds West); thence North 86 degrees 28 minutes 31 seconds West 71.37 feet to the place of beginning in Cook County, Illinois.

#### Parcel 4:

That part of the East 300 feet of the Southwest quarter of the Southwest quarter of Section 10, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows: Beginning at a point on the East line of the Southwest quarter of the Southwest quarter of said Section 10, 58.90 feet North of the South line of said Southwest quarter, which point of beginning is on the North line of the Evanston-Elgin Road (State Route No. 58); thence North on the East line of the Southwest quarter of the Southwest quarter of said Section 10, a distance of 1226.10 feet to a point 1285.0 feet North of the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 10; thence West at right angles to the last described line a distance of 300 feet; thence South on a line 300 feet West of and parallel to the East line of the Southwest quarter of the Southwest quarter of said Section 10, a distance of 1064.68 feet; thence East on a line parallel to the North line of the aforesaid Evanston Elgin Road a distance of 12.02 feet to a point 288 feet West of the East line of the Southwest quarter of the Southwest quarter of said Section 10, thence South on a line 288 feet West of and parallel to the East line of the Southwest quarter of the Southwest quarter of said Section 10, a distance of 44.09 feet; thence West on a line parallel to the North line of the aforesaid Evanston Elgin Road a distance of 12.02 feet to a point 300 feet West of the

East line of the Southwest quarter of the Southwest quarter of said Section 10; thence South on a line 300 feet West of a parallel line to the East line of the Southwest quarter of the Southwest quarter of said Section 10, a distance of 136.27 feet to the North line of the aforesaid Evanston Elgin Road; thence Easterly on a North line of said Evanston Elgin Road a distance of 300.60 feet to the point of beginning.

Excepting therefrom the South 20 feet thereof and also excepting therefrom that part defined as follows: Commencing at the Northeast corner of said Parcel, thence Southerly along the Easterly line of said Parcel 517 feet, thence West 300 feet to a point on the West line of said Parcel, said point being 498 feet Southerly of the Northwest corner; thence Northerly along said Westerly line 498 feet to the Northwest corner of said Parcel thence East 300 feet to the point of beginning, all in Cook County, Illinois.

Client Reference: 208 West Golf Road, Schaumburg, Illinois 60195