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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Dykema Gossett PLLC
10 S. Wacker Drive
Suite 2300
Chicago, Illinois 60606
Attn: Diana Y. Tsai



Doc#: 1517034105 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/19/2015 03:15 PM Pg: 1 of 7

THIS DOCUMENT PREPARED BY:

Dykema Gossett PLLC
10 S. Wacker Drive
Suite 2300
Chicago, Illinois 60606
Attn: Diana Y. Tsai

(Space Above This Line For Recorder's Use)

FOURTH MODIFICATION AGREEMENT (Mortgage)

This Fourth Modification Agreement (Mortgage) ("Modification Agreement") is made as of May 26, 2015, by University Club of Chicago, an Illinois not-for-profit corporation ("Mortgagor"), and Bank of America, N.A. ("Lender").

Factual Background

A. Mortgagor executed a certain Future Advance Mortgage, Assignment, Security Agreement and Fixture Filing (Leasehold), as amended (as amended, and as may be further amended, restated, modified or supplemented and in effect from time to time, the "Mortgage") for the benefit of Lender, dated as of July 23, 2004, and recorded on July 23, 2004, as Document Number 0420534093 with the Recorder of Deeds of Cook County, Illinois. The Mortgage encumbers the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Mortgagor and Lender desire to amend the Mortgage as set forth below.

Agreement

Therefore, Mortgagor and Lender agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage.

2. The definition of "Environmental Agreement" as set forth in Article 1 of the Mortgage is hereby deleted in its entirety and replaced with the following:

"Environmental Agreement" means that certain Amended and Restated Environmental Indemnification and Release Agreement dated as of August 31,

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2011 by and among Mortgagor, Guarantor and Lender, as the same may from time to time be extended, amended, restated or otherwise modified.

3. The definition "Guaranty" as set forth in Article 1 of the Mortgage is hereby deleted in its entirety and replaced with the following:

"Guaranty" means that certain Amended and Restated Guaranty Agreement dated as of August 31, 2011 executed by Guarantor for the benefit of Lender, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

4. The definition of "Loan Agreement" as set forth in Article 1 of the Mortgage is hereby deleted in its entirety and replaced with the following:

"Loan Agreement" means collectively (a) that certain Amended and Restated Loan Agreement dated as of August 31, 2011, between Mortgagor and Lender which sets forth, among other things, the terms and conditions upon which the proceeds of the term loans evidenced by Term Note A and Term Note B will be disbursed, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified (the "Term Loan Agreement"), and (b) that certain Loan Agreement dated as of May 28, 2015, between Mortgagor and Lender which sets forth, among other things, the terms and conditions upon which the proceeds of the revolving loans evidenced by the Revolving Note (collectively, the "Revolving Loan") will be disbursed, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified (the "Revolving Loan Agreement").

5. The definition of "Note" as set forth in Article 1 of the Mortgage is hereby deleted in its entirety and replaced with the following:

"Note" means collectively, (a) the Revolving Loan Agreement which evidences a Revolving Loan in the maximum principal amount of \$1,250,000.00, (b) that certain Term Note A dated as of August 31, 2011 made by Mortgagor payable to the order of Lender in the original principal amount of \$6,750,000.00 (as amended, restated, modified or supplemented and in effect from time to time, "Term Note A"), and (c) that certain Term Note B dated as of August 31, 2011 made by Mortgagor payable to the order of Lender in the original principal amount of \$5,000,000.00 (as amended, restated, modified or supplemented and in effect from time to time, "Term Note B").

6. The first sentence of the last paragraph of Section 2.1 of the Mortgage is hereby deleted in its entirety and replaced with the following:

The maturity date of the Revolving Loan is May 31, 2016, except as may be accelerated pursuant to the terms of the Revolving Loan Agreement or hereof; provided, that to the extent that the maturity date of the Revolving Loan is extended, amended or modified from time to time under the Revolving Loan Agreement or any related document, the maturity date hereunder shall also be so extended, amended or modified, but in no circumstances will this Mortgage secure the Revolving Loan beyond 20 years from the maturity date set forth above unless this Mortgage is modified to reflect a new maturity date.

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7. The following paragraph is added as a new Section 9.14 of the Mortgage:

9.14 Revolving Credit. Lender is obligated under the terms of the Revolving Loan Agreement to make advances as provided therein, and the Mortgagor acknowledges and intends that all such advances, including future advances whenever hereafter made, shall be secured by the lien of this Mortgage, as provided in Section 15-1302(b)(1) of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, *et seq.*). That portion of the obligations secured hereby which comprises the principal amount then outstanding constitutes revolving credit indebtedness secured by a mortgage on real property, pursuant to the terms and conditions of 205 ILCS 5/5d.

8. All references to the "Revolving Note" in the Mortgage shall be deemed to refer to the Revolving Loan Agreement.

9. Mortgagor hereby acknowledges and agrees that the other Loan Documents (as defined in the Mortgage) are hereby amended to the extent necessary to be consistent with the foregoing amendments to the Mortgage.

10. For the avoidance of doubt, the terms of each of the Term Loan Agreement, the Revolving Loan Agreement, Term Note A and Term Note B (each as defined in the Mortgage) are incorporated into the Mortgage by reference.

11. Except as provided in this Modification Agreement, the terms of the Mortgage remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, Mortgagor and Lender have executed this Modification Agreement as of the date first above written.

UNIVERSITY CLUB OF CHICAGO, an Illinois not-for-profit corporation

BANK OF AMERICA, N.A.

By: [Signature]
Printed Name: JOHN L. SPIDALETTE
Title: GENERAL MANAGER

By: [Signature]
Printed Name: Kristen L. Heron
Title: Senior Vice President

By: [Signature]
Printed Name: DONALD N. CAMERON, SR.
Title: CONTROLLER + CFO

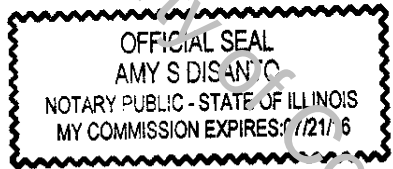
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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, AMY S. DiSANTO a notary public in and for said County, in the State aforesaid, do hereby certify that JOHN L. SPIDALOTTO, personally known to me to be the GENERAL MANAGER of UNIVERSITY CLUB OF CHICAGO, an Illinois not-for-profit corporation, 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 GENERAL MANAGER, he or she signed and delivered the said instrument as his or her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 28TH day of MAY, 2015.



Amy S. DiSanto
Notary Public
Commission expires: 7/21/2016

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, AMY S. DiSANTO a notary public in and for said County, in the State aforesaid, do hereby certify that DONALD N. CAMELON JR. personally known to me to be the CONTROLLER + CFO of UNIVERSITY CLUB OF CHICAGO, an Illinois not-for-profit corporation, 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 CONTROLLER + CFO, he or she signed and delivered the said instrument as his or her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 28TH day of MAY, 2015.



Amy S. DiSanto
Notary Public
Commission expires: 7/21/2016

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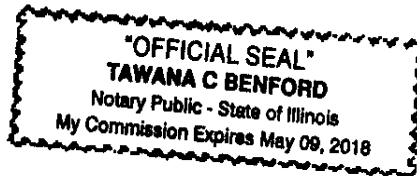
STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Tawana C Benford a notary public in and for said County, in the State aforesaid, do hereby certify that Kristen Heaton personally known to me to be the SVP of BANK OF AMERICA, N.A., a national banking association, 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 SVP, he or she signed and delivered the said instrument and as his or her free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 28 day of May, 2015.

Tawana C Benford
Notary Public

Commission expires: 05-09-2018



Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

THE LEASEHOLD ESTATE CREATED BY INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY:

INTERNATIONAL HARVESTER COMPANY OF AMERICA, A CORPORATION OF WISCONSIN, AND INTERNATIONAL HARVESTER COMPANY, A CORPORATION OF NEW JERSEY, TO UNIVERSITY AUXILIARY ASSOCIATION, A CORPORATION OF ILLINOIS, DATED APRIL 15, 1907, AND RECORDED DECEMBER 17, 1914, AS DOCUMENT NUMBER 5549344 AND ASSIGNED TO UNIVERSITY CLUB OF CHICAGO BY ASSIGNMENT RECORDED OCTOBER 7, 1943, AS DOCUMENT NUMBER 13154548, DEMISING THE LAND DESCRIBED BELOW FOR A TERM OF 198 YEARS BEGINNING NOVEMBER 1, 1907, AND ENDING OCTOBER 31, 2105:

PARCEL 1:

LOT 9 (EXCEPT THE NORTH 8 FEET THEREOF AND EXCEPT THAT PART THEREOF FALLING IN ALLEY, BEING THE WEST 9 FEET THEREOF) IN BLOCK 1 IN THE SUBDIVISION OF FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT TO MAINTAIN PARTY WALL AS CREATED BY AGREEMENT MADE BY NETTIE F. MC CORMICK, AND OTHERS, AS TRUSTEES WITH MC CORMICK HARVESTING MACHINE COMPANY OF ILLINOIS, AND GEORGE A. ARMOUR, DATED NOVEMBER 18, 1898 AND RECORDED SEPTEMBER 19, 1899 AS DOCUMENT 2870145 OVER THE FOLLOWING DESCRIBED LAND: OVER THE NORTH LINE OF LOT 9 (EXCEPT THE NORTH 8 FEET THEREOF).

Street Address of Property: 76 E. Monroe, Chicago, Illinois

PINs: 17-15-101-014-0000 and 17-15-101-015-0000