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Doc#: 1517442031 Fee: \$52.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/23/2015 09:50 AM Pg: 1 of 8

Permanent Tax Index Number:
17-06-200-028-0000 (Lots 6 and 7)
17-06-200-029-0000 (Lot 5)

recorders use only.

Property Address:
1913-1915 West North Avenue
Chicago, Illinois 60622

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS

This **FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS** (this "**Amendment**") dated as of June 12, 2015, but effective as of March 19, 2015 (the "**Effective Date**"), is executed by JFS 1913-19 NORTH AVENUE, LLC, an Illinois limited liability company (the "**Mortgagor**"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation, having an address of 50 South LaSalle Street, Chicago, Illinois, 60675 ("**Mortgagee**").

RECITALS

WHEREAS, the Mortgagor executed and delivered to the Mortgagee that certain Mortgage and Security Agreement (the "**Mortgage**") dated as of March 19, 2010, which Mortgage was recorded with the Cook County Recorder of Deeds (the "**Recorder's Office**") on March 22, 2010, as Document Number 1008131092, and that certain Assignment of Rents and Leases by Mortgagor for the benefit of the Bank, dated March 19, 2010, which was recorded in the Recorder's Office on March 22, 2010 as Document Number 1008131093 (the "**ARL**"), both with respect to the real estate legally described on **Exhibit A** attached hereto and made a part hereof (the "**Mortgaged Property**"), and also that certain Note in the original principal amount of \$2,150,000.00. Capitalized terms used herein but not defined shall have the meanings ascribed to such term by the Mortgage.

WHEREAS, the Mortgagor executed and delivered to the Mortgagee that certain Adjacent Mortgage dated as of March 19, 2010, and recorded with the Cook County Recorder of Deeds on March 22, 2010, as Document Number 1008131096, with respect to the real estate legally described on **Exhibit B** attached hereto and made a part hereof (the "**Adjacent Property**"), and the Adjacent Note in the original principal amount of \$450,000.

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WHEREAS, the Mortgagor executed and delivered to the Mortgagee simultaneously with the execution and delivery of this Amendment that certain Amended and Restated Mortgage Note (related to the Mortgaged Property), which amended and restated the Note, and that certain Amended and Restated Mortgage Note (related to the Adjacent Property), which amended and restated the Adjacent Note (together, the "**Amended and Restated Notes**").

WHEREAS, pursuant to the Amended and Restated Notes, the Mortgagee has agreed to extend the Maturity Date (as defined in each of the Amended and Restated Notes) from March 19, 2015 to September 19, 2016.

WHEREAS, it is a condition precedent to the effectiveness of the Amended and Restated Notes, the Mortgagor and the Mortgagee execute and deliver this Amendment, and Mortgagor deliver that certain Reaffirmation of Guaranty and Environmental Indemnification Agreement related to the Mortgaged Property and that certain Reaffirmation of Guaranty and Environmental Indemnification Agreement related to the Adjacent Property.

NOW, THEREFORE, in consideration of the premises set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Mortgagee agree to amend the Mortgage as follows:

1. The principal amount of the Note, as set forth in the Mortgage, was "\$2,150,000", but it is hereby deleted and replaced with "\$1,952,021.87".
2. The maturity date of the Note, as set forth in the Mortgage, was "March 19, 2015", but it is hereby deleted and replaced with "September 19, 2016".
3. Mortgagor hereby agrees to pay Mortgagee an extension fee of \$2,928.03 upon the execution of this Amendment, and this is in addition to any fees required under the Adjacent Mortgage (as amended).
4. The Mortgage recital beginning with "NOW THEREFORE. . . ." is hereby amended and restated as follows:

NOW, THEREFORE, Mortgagor, to secure: (i) the payment of said principal sum of money and all interest, late charges and other indebtedness evidenced by the Note and Adjacent Note and by any extensions, renewals or refinancings thereof; (ii) the performance and observance of the covenants, terms, conditions and agreements contained in the Note and Adjacent Note, this Mortgage the Adjacent Mortgage and the other Loan Documents (as hereinafter defined); (iii) the reimbursement of Mortgagee for any and all sums expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage or any of the Loan Documents, with interest thereon as provided herein or therein; and (iv) all obligations of Mortgagor under any Swap Agreement or other interest rate hedging agreement; and also in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents **MORTGAGE, GRANT, ASSIGN, REMISE, RELEASE, WARRANT AND CONVEY** unto Mortgagee, its successors and assigns, the real estate and all of its estate, right, title and interest therein situate, legally described in **EXHIBIT A** attached hereto and made a part hereof, which is referred to herein as the "**Mortgaged Property**".

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5. The following is added as Section 44:

44. Leasing Covenants. In the event that (i) Northwestern Memorial Physicians Group, Ltd., an Illinois corporation and Northwestern Memorial Hospital, an Illinois not-for-profit corporation (together (“**Northwestern**”)), do not extend, renew or otherwise sign a new lease with Mortgagor, at a rental rate greater than or equal to the current rent for a term ending on or after March 31, 2017, occupying 100% of the square footage of the Mortgaged Property, or (ii) at the expiration of the lease between Northwestern and Mortgagor, the Mortgagor does not have in full force and effect a new lease or leases which generate sufficient Net Income that are greater than or equal to 1.25x the Debt Payments of Guarantor and Mortgagor, for a term ending on or after March 31, 2017, occupying 100% of the square footage of the Mortgaged Property, then Mortgagor shall within five (5) days after demand therefor by Mortgagor, establish a reserve account at the Mortgagee with sufficient funds to cover six (6) months of operating expenses, including but not limited to principal and interest payments under the Amended and Restated Notes, and real estate taxes and insurance costs for both the Mortgaged Property and Adjacent Property.

6. The following is hereby added as subparagraph (k) in Section 14:

(k) Mortgagor’s failure to comply with leasing covenants specified in Section 44.

7. From and after the date hereof, the Mortgage shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, the Mortgage shall continue in full force and effect and the Mortgage and this Amendment shall be read, taken and construed as one and the same instrument. This Amendment is an amendment of the Mortgage and is not a waiver, an impairment, or a novation of the same. The Mortgagor reaffirms all of its obligations, liabilities, duties, covenants, and agreements to and with the Mortgagee pursuant to the Mortgage, as amended hereby, and agrees that such obligations, liabilities, duties, covenants, and agreements shall continue in full force and effect and shall not be discharged, limited, impaired, or, except as expressly provided in this Amendment, affected in any manner whatsoever. The Mortgagor hereby ratifies, confirms and adopts all mortgages, liens, security interests, assignments and encumbrances created under and by virtue of the Mortgage, acknowledges that the same are valid and subsisting, and agrees that the Mortgage shall continue in full force and effect for the purpose of evidencing and securing all the indebtedness therein described. This Amendment shall not be deemed to release or impair any such mortgage, lien, security interest, assignment or encumbrance or to subordinate the same to any other mortgage, lien, security interest, assignment or encumbrance or otherwise adversely affect the priority thereof.

8. The Recitals set forth above constitute an integral part of this Amendment and are incorporated herein and into the Mortgage by this reference with the same force and effect as if set forth herein as the agreements of the parties.

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9. This Amendment may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

10. This Amendment shall be binding upon the Mortgagor and the Mortgagee and their respective successors and assigns.

11. Whenever possible each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

12. This Amendment is to be construed in accordance with and governed by the laws of the State of Illinois.

[signature page to follow]


Property of Cook County Clerk's Office

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

JFS 1913-19 NORTH AVENUE, LLC,
an Illinois limited liability company

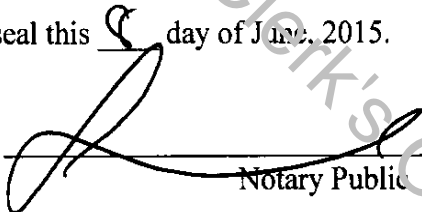
By: JFS Realty Capital LLC,
an Illinois limited liability company,
its Manager

By: 
Joseph Seigle, Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Seigle, the manager of JFS Realty Capital LLC, the manager of JFS 1913-19 North Avenue, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9 day of June, 2015.


Notary Public

My Commission Expires:



[Mortgagee signature page to follow]

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MORTGAGEE:

THE NORTHERN TRUST COMPANY

By: Jessica Parks
 Name: JESSICA PARKS
 Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Jessica Parks, the vice president of The Northern Trust Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, 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.

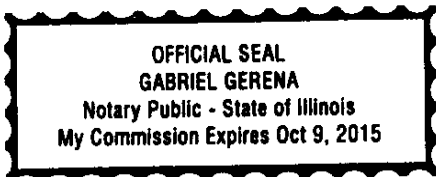
GIVEN under my hand and notarial seal this 11 day of June, 2015.

G. Gerena

Notary Public

My Commission Expires:

10-09-15



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EXHIBIT A

LEGAL DESCRIPTION OF MORTGAGED PROPERTY

LOTS 5, 6 AND 7 IN BLOCK 3 IN PICKET'S SECOND ADDITION TO CHICAGO, BEING LOT 4 OF ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

LEGAL DESCRIPTION OF ADJACENT PROPERTY

LOT 8 IN BLOCK 3 IN PICKET'S SECOND ADDITION TO CHICAGO, BEING LOT 4 OF ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1919 W. North Avenue
Chicago, Illinois 60622

PINs: 17-06-200-027-0000 (Lot 8)