



Doc#: 1521141041 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/30/2015 11:43 AM Pg: 1 of 9

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**THIS DOCUMENT PREPARED BY
AND WHEN RECORDED MAIL TO:**

Dechert LLP
One Bush Street, Suite 1600
San Francisco, CA 94104
Attention: Kahlil T. Yearwood

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Prudential Loan Nos.: 706-109-456; 706-109-457; & 706-109-842

**FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE
FILING WITH ASSIGNMENT OF LEASES AND RENTS AND TO ASSIGNMENT OF
LEASES AND RENTS**

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS AND TO ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**") dated this 14 day of July, 2015 (the "**Effective Date**"), is entered into by and between LOCK UP OLD ORCHARD, L.L.C., a Delaware limited liability company ("**Borrower**"), having its principal place of business at c/o SHS Development Company, 800 Frontage Road, Northfield, IL 60093, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation (together with its successors and assigns, "**Lender**"), having an office at c/o Prudential Asset Resources, Inc., 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, Attention: Asset Management Department; Reference Loan Nos. 706-109-456; 706-109-457; & 706-109-842.

RECITALS

A. Lender made a loan to Borrower, LOCK UP CLYBOURN, L.L.C., a Delaware limited liability company, LOCK UP CAPE COD - LIMITED PARTNERSHIP, a Massachusetts limited partnership, LOCK UP SARASOTA - DOWNTOWN, LLC, a Delaware limited liability company, LOCK UP - EVERGREEN DEVELOPMENT SERIES LLC, a Delaware limited liability company, with Series on behalf of its Bloomington Development Series, LOCK UP - EVERGREEN DEVELOPMENT SERIES LLC, a Delaware limited liability company, with Series on behalf of its Eden Prairie Development Series, LOCK UP ARMITAGE, L.L.C., a Delaware limited liability company, LOCK UP KINZIE, L.L.C., a Delaware limited

Prudential Loan Nos. 706-109-456; 706-109-457; & 706-109-842
Lock Up / Evergreen Portfolio - Supplemental Loan
First Amendment to Mortgage and to ALR (Old Orchard, IL)
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liability company, LOCK UP LISLE, L.L.C., a Delaware limited liability company, LOCK UP LIVINGSTON, L.L.C., a Delaware limited liability company, LOCK UP GOLDEN GATE PARKWAY, L.L.C., a Delaware limited liability company, LOCK UP PINE RIDGE, L.L.C., a Delaware limited liability company, LOCK UP NORTHFIELD, L.L.C., a Delaware limited liability company, NORTHFIELD SELF STORAGE CENTERS, L.L.C., a Delaware limited liability company, LOCK UP PARK RIDGE, L.L.C., a Delaware limited liability company, LOCK UP WESTWOOD, L.L.C., a Delaware limited liability company, LOCK UP - EVERGREEN DEVELOPMENT SERIES LLC, a Delaware limited liability company, with Series on behalf of its Honolulu Development Series, and LOCK UP - EVERGREEN DEVELOPMENT SERIES LLC, a Delaware limited liability company, with Series on behalf of its Plymouth Development Series (together with Borrower, collectively, "**Original Borrowers**") in the aggregate principal amount of One Hundred Thirty Million Seven Hundred Thousand and No/100 U.S. Dollars (\$131,700,000.00) (the "**Original Loan**"), as evidenced by, among other things, that certain Promissory Note (Floating Rate), dated as of May 27, 2014, from Original Borrowers to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Floating Rate Note**") and that certain Promissory Note (Fixed Rate), dated as of May 27, 2014, from Original Borrowers to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Fixed Rate Note**" and, collectively with the Floating Rate Note, the "**Original Note**").

B. The Original Loan is evidenced and secured by, among other things, that certain Mortgage, Security Agreement and Fixture Filing with Assignment of Leases and Rents, dated as of May 27, 2014, by Borrower for the benefit of Lender, recorded on June 6, 2014 with the Recorder of Deeds of Cook County in the State of Illinois (the "**Official Records**") as Document Number 1415742092 (the "**Mortgage**"), encumbering the property more particularly described on the **Exhibit A** attached to this Amendment (the "**Property**"), and that certain Assignment of Leases and Rents, dated as of May 27, 2014, by Borrower to Lender, recorded on June 6, 2014 in the Official Records as Document Number 1415742093 (the "**Assignment**").

C. Borrower desires that Lender make a supplemental loan to Original Borrowers and Lock Up South Setauket LLC, a Delaware limited liability company, Lock Up Brickyard LLC, a Delaware limited liability company and Lock Up Bonita Springs LLC, a Delaware limited liability company (collectively, "**Supplemental Borrowers**") and, collectively with Original Borrowers, the "**Borrowers**"), in the amount of Twenty Million and No/100 U.S. Dollars (\$20,000,000.00) (the "**Supplemental Loan**" and, together with the Original Loan, the "**Loan**"), evidenced by, among other things, that certain Supplemental Promissory Note, dated as of the date hereof, from Borrowers to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Supplemental Note**" and, together with the Original Note, the "**Note**").

D. The Loan is governed by that certain Loan Agreement, dated as of May 27, 2014, by and among Original Borrowers and Lender, as amended and joined by Supplemental Borrowers pursuant to that certain First Omnibus Amendment to Loan Agreement and Loan Documents, dated as of the date hereof, by and among Lender and Borrowers (collectively and as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**").

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E. In connection with the Supplemental Loan, Borrower and Lender have agreed to amend the Mortgage and the Assignment as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Amendment hereby agree as follows:

AGREEMENT

1. ***Incorporation.*** The foregoing recitals are incorporated herein by this reference.
2. ***Grant of Security.*** The Loan shall be secured by, among other things, the Mortgage and the Assignment, as each are amended by this Amendment.
3. ***Amendments to Certain References in the Mortgage and Assignment.***
 - (a) The Original Note together with the Supplemental Note delivered by Borrowers in connection with the Supplemental Loan shall be deemed to be the "Note" for all purposes under the Mortgage and the Assignment; and
 - (b) The Original Loan together with the Supplemental Loan shall be deemed to be the "Loan" for all purposes under the Mortgage and the Assignment.
 - (c) The term "Borrowers" shall be deemed to refer to the term "Borrowers" as such term is defined in this Amendment for all purposes under the Mortgage and the Assignment.
4. ***Confirmation and Acknowledgment of Borrower.*** Nothing contained herein shall affect or be construed to affect any lien, charge or encumbrance created by any Document prior to the Effective Date or the priority of that lien, charge or encumbrance. Borrower's ownership of the Property is subject to any security interest(s) held by Lender. Borrower hereby ratifies and confirms the security interests, liens, charges and encumbrances in favor of Lender granted by Borrower pursuant to the Mortgage prior to the Effective Date, as amended by this Amendment. Borrower does hereby irrevocably mortgage, give, grant, bargain, sell, alienate, pledge, assign, warrant, transfer, confirm, hypothecate and convey a security interest in and to Lender and its successors and assigns in the Borrower's now owned or hereafter acquired rights, interests and estates in the Property in accordance with the terms of the Mortgage as amended by this Amendment.
5. ***General Provisions.***
 - (a) ***Notices.*** The provisions of Section 12.02 of the Loan Agreement are hereby incorporated by reference into this Amendment to the same extent and with the same force as if fully set forth herein.
 - (b) ***Applicable Law and Submission to Jurisdiction.*** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois and the applicable laws of the United States of America. Without limiting Lender's or Trustee's right to

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bring any Action (as defined in the Loan Agreement) in the courts of other jurisdictions, Borrower irrevocably (a) submits to the jurisdiction of any state or federal court in the Property State (as defined in the Loan Agreement), (b) agrees that any Action may be heard and determined in such court, and (c) waives, to the fullest extent permitted by Laws, the defense of an inconvenient forum to the maintenance of any Action in such jurisdiction.

(c) **Miscellaneous.** If any provision of this Amendment shall be held to be invalid, illegal, or unenforceable in any respect, this shall not affect any other provisions of this Amendment, and such provision shall be limited and construed as if it were not in this Amendment. Except to the extent expressly prohibited by law, all of Borrower's covenants and agreements under this Amendment shall run with the land and time is of the essence. This Amendment cannot be amended, terminated, or discharged except in a writing signed by the party against whom enforcement is sought. No waiver, release, or other forbearance by Lender will be effective unless it is in a writing signed by Lender and then only to the extent expressly stated. The provisions of this Amendment shall be binding upon Borrower and its heirs, devisees, representatives, successors, and assigns including successors in interest to the Property and inure to the benefit of Lender and Trustee and its or their heirs, successors, substitutes, and assigns. Where two or more persons have executed this Amendment, the obligations of such persons shall be joint and several, except to the extent the context clearly indicates otherwise. This Amendment may be executed in any number of counterparts with the same effect as if all parties had executed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

(d) **LIMITATION OF LIABILITY.** The liability of Borrower hereunder is limited pursuant to Article 10 of the Loan Agreement.

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[SIGNATURES ON FOLLOWING PAGE]

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

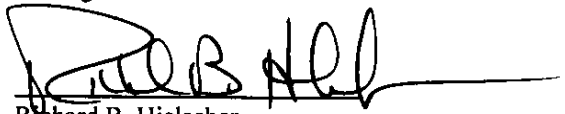
BORROWER:

LOCK UP OLD ORCHARD, L.L.C.,
a Delaware limited liability company

By: Lock Up – Evergreen, LLC,
a Delaware limited liability company,
its sole member

By: Lock Up Holding LLC,
an Illinois limited liability company,
its sole manager

By: SHS Development Company,
an Illinois corporation,
its sole manager

By: 
Richard B. Hielscher
Vice President

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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STATE OF ILLINOIS)
)
COUNTY OF Cook) ss.

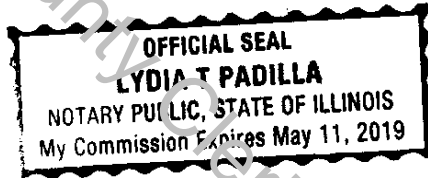
I certify that I know or have satisfactory evidence that Richard B. Hielscher is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

DATED this 13 day of July, 2015.

Lydia T. Padilla

Notary Public in and for the State of Illinois,
residing at 12565 W. Montrose Ave
Chicago IL 60618

Name (printed or typed) Lydia T. Padilla
My appointment expires: 05/11/2019



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LENDER:

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,**
a New Jersey corporation

By: _____

Name: Frederick O. van Overbeek

Title: Vice President

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

Property of Cook County Clerk's Office

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF SAN FRANCISCO)

On July 18, 2015, before me, Cathryn Williams, Notary Public, personally appeared Frederick O. van Overbeek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cathryn Williams
Signature

(Seal)



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EXHIBIT A

(Legal Description)

All that real property situate in the ██████████, County of Cook, State of Illinois, more particularly described as follows:

PARCEL 1:

LOT 1 IN THE PLAT OF SUBDIVISION OF LOCK UP OLD ORCHARD SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED MARCH 22, 2004 AS DOCUMENT 0408227126.

PARCLE 2:

ACCESS EASEMENT IN FAVOR OF PARCEL 1 PURSUANT TO SHARED ACCESS EASEMENT AGREEMENT DATED AS OF MARCH 22, 2004 AND RECORDED MARCH 22, 2004 AS DOCUMENT 0408227122 BY AND BETWEEN VILLAGE OF SKOKIE, LOCK UP OLD ORCHARD, L.L.C. AND CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1963 AND KNOWN AS TRUST NUMBER 45839.

PARCEL 3:

STORM SEWER EASEMENT IN FAVOR OF PARCEL 1 PURSUANT TO STORM SEWER EASEMENT AGREEMENT DATED AS OF JULY 19, 2004 AND RECORDED JULY 30, 2004 AS DOCUMENT 0421219031 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1963 AND NOWN AS TRUST NUMBER 45839 AND LOCK UP OLD ORCHARD, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY.

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5250 Golf Rd

Skokie Ill

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