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Doc#: 1534119100 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/07/2015 03:57 PM Pg: 1 of 6

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING MAIL TO:

Vedder Price P.C.
Attn: Matthew T. O'Connor, Esq.
222 North LaSalle Street
Chicago, Illinois 60601

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

**THIS MORTGAGE SECURES FUTURE
ADVANCES OF UP TO \$25,100,000
PURSUANT TO 295 ILCS 5/5d**

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is entered into as of the 13 day of November, 2015 by RIVERPOINT PROPERTY TRUST, LLC, a Delaware limited liability company (the "Mortgagor" or the "Borrower"), which has its chief executive office located at 2111 Pratt Boulevard, Elk Grove Village, Illinois 60007, in favor of FIRST MIDWEST BANK, an Illinois banking corporation ("Mortgagee" or "Bank"), whose address is 180 North LaSalle Street, Chicago, Illinois 60601.

WITNESSETH:

WHEREAS, Mortgagor previously entered into that certain Mortgage Note dated as of April 10, 2015 in the original principal amount of \$1,800,000 (together with all renewals, extensions, modifications or substitutions thereof, collectively, the "Note") with Bank, pursuant to which Bank agreed to make loans to the Borrower;

WHEREAS, pursuant to the terms of the Note, Mortgagor executed in favor of Bank that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of April 10, 2015, which was recorded with the Recorder of Deeds of Cook County, Illinois on April 14, 2015] as Document Number 1510413096 (the "Mortgage"), whereby Mortgagor mortgaged and warranted unto Bank, its successors and assigns, among other things, the real estate located at : 751 Pratt Boulevard, Elk Grove Village, Illinois 60007 as legally

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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;

WHEREAS, Bank and Mortgagor have agreed to enter into a Substitute Mortgage Note of even date herewith (the "Substitute Note"), which serves to amend the Note; and

WHEREAS, as a condition to entering into the Substitute Note, the Bank requires and Mortgagor has agreed to enter into 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. Incorporation of the Mortgage. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Mortgage, and the Mortgage to the extent not inconsistent with this Amendment is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Mortgage are inconsistent with the amendments set forth in paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Mortgage shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Mortgage.

(a) The definition of the term "Note" in the Mortgage is hereby amended and restated to read as follows:

Note. The word "Note" means that certain (i) Substitute Mortgage Note dated as of November 19, 2015 in the maximum principal amount of \$1,800,000 executed by Riverpoint Property Trust, LLC, a Delaware limited liability company (the "Borrower") in favor of Bank, together with all amendments, modifications and restatements thereof. Principal and interest shall be payable in accordance with the terms of the Note and the other loan documents executed in connection therewith.

(b) The definition of the term "Obligations" set forth in the Mortgage includes all Obligations under and as defined in the Note (and for the avoidance of doubt excludes all Excluded Swap Obligations).

3. Representations and Warranties. The representations, warranties and covenants set forth in the Mortgage shall be deemed remade and affirmed as of the date hereof by Mortgagor, except that any and all references to the Mortgage in such representations, warranties and covenants shall be deemed to include this Amendment.

4. Acknowledgment and Reaffirmation of the Validity and Enforceability of the Mortgage. Mortgagor expressly acknowledges and agrees that the Mortgage constitutes the legal, valid and binding obligation of Mortgagor enforceable in accordance with its terms by Bank against Mortgagor and Mortgagor expressly reaffirms its obligations under the Mortgage

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(as amended by this Amendment). Mortgagor further expressly acknowledges and agrees that Bank has a valid, duly perfected, first priority and fully enforceable security interest in and lien against the Property therein as security for all Indebtedness, as amended hereby. Mortgagor agrees that it shall not dispute the validity or enforceability of the Mortgage or any of the other Related Documents or any of its respective obligations thereunder, or the validity, priority, enforceability or extent of Bank's security interest in or lien against any item of Property, in any judicial, administrative or other proceeding.

5. Relation Back. It is the intent of Mortgagor and Bank that this Amendment will relate back to and be effective as if adopted on April 10, 2015.

6. Effectuation. The amendments to the Mortgage contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. A facsimile or other electronic signature to this Amendment shall be deemed an original signature hereunder. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

(Signature Page Follows)



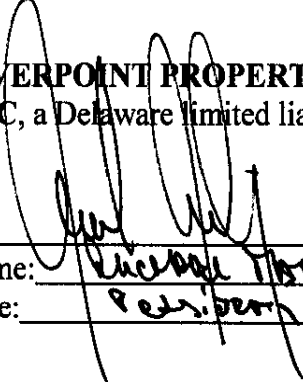
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Signature Page to First Amendment to Mortgage

IN WITNESS WHEREOF, Mortgagor has duly executed this Amendment as of the date first above written.

MORTGAGOR:

**RIVERPOINT PROPERTY TRUST,
LLC**, a Delaware limited liability company

By: 
 Name: Michael Hoyer
 Title: President

Property of Cook County Clerk's Office



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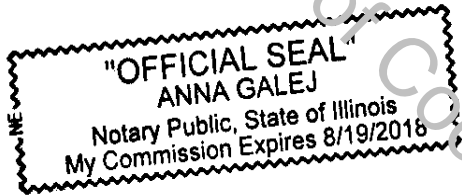
Notary Page to First Amendment to Mortgage

State of IL)
) SS.
County of COOK)

I, Anna Galej a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Madej, the Manager of RIVERPOINT PROPERTY TRUST, LLC, a Delaware limited liability company, 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, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of Nov., 2015.

Anna Galej
Notary Public



A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 72 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 43, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 117 AND 118 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 84, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common address: 751 Pratt Boulevard, Elk Grove Village, Illinois 60007

County: Cook

Tax PINs: 08-34-307-004-0000, 08-34-307-006-0000, 08-34-307-007-0000

