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Prepared by:
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Recording Requested By,
and After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
10 S. Wacker Drive, 16th Floor
MAC N8405-162
Chicago, IL 60606
Attn: Keith J. Cable



Doc#: 1534242015 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/08/2015 09:18 AM Pg: 1 of 6

FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

THIS FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES (the "Amendment"), made as of this 29th day of September, 2015, by and between **BCL-4948 HARDING LLC**, an Illinois limited liability company ("Mortgagor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Mortgagee").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit Agreement dated August 8, 2014 (as now or hereafter amended, extended, modified, supplemented or restated from time-to-time, the "Credit Agreement"), Mortgagee has made a loan (the "Loan") to Mortgagor, BCL-MULTI FAMILY LLC, an Illinois limited liability company, BCL-3104 AINSLIE LLC, an Illinois limited liability company, BCL-1947 CHICAGO LLC, an Illinois limited liability company, BCL-4715 CORNELIA, LLC, an Illinois limited liability company, BCL-2126 DAMEN LLC, an Illinois limited liability company, BCL-4633 LAWNSDALE LLC, an Illinois limited liability company, BCL-3734 LAWRENCE LLC, an Illinois limited liability company, BCL 1439 MILWAUKEE LLC, an Illinois limited liability company, BCL-1404 NOBLE LLC, an Illinois limited liability company, BCL-2050 NORTH LLC, an Illinois limited liability company, BCL-2144 SHAKESPEARE, LLC, an Illinois limited liability company, BCL-3747 SUNNYSIDE, LLC, an Illinois limited liability company, BCL-2145 WEBSTER, LLC an Illinois limited liability company (collectively, "Borrower"), which Loan was evidenced by that certain Term Note dated August 8, 2014, in the original principal amount of \$14,069,250.00 executed by Borrower for the benefit of Mortgagee (the "Original Note"); and

WHEREAS, the Loan is secured by, among other things, that certain Mortgage and Assignment of Rents and Leases, dated August 8, 2014, and recorded on August 15, 2014 as

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Document No. 1422757081, in the records of the Recorder of Deeds for Cook County, Illinois (as now or hereafter amended, extended, modified, supplemented or restated from time-to-time, the "**Mortgage**"), executed by Mortgagor for the benefit of Mortgagee, with respect to the property described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, Borrower has requested that Mortgagee agree to make certain modifications to the Loan including, without limitation, increasing the amount of the Loan to \$15,550,400.00; and

WHEREAS, in connection with such request, Borrower shall execute and deliver to Mortgagee (i) that certain Amended and Restated Term Note dated as of the date hereof in the original principal amount of \$15,550,400.00 (as hereafter amended, extended, modified, supplemented or restated from time to time, the "**Note**") and (ii) that certain First Amendment to Credit Agreement dated as of the date hereof (the "**Credit Agreement Amendment**"); and

WHEREAS, as a condition to entering into the Credit Agreement Amendment, Mortgagee requires that Mortgagor enter into this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. Capitalized terms used in this Amendment but not otherwise defined herein shall have the meanings ascribed thereto in the Mortgage.
2. The Mortgage is hereby incorporated by reference as if fully set forth herein.
3. Section 2.1(a) of the Mortgage is hereby amended by deleting the same and replacing it with the following

"(a) payment to Mortgagee of all sums at any time owing and performance of all other obligations arising under or in connection with (i) that certain Credit Agreement dated as of August 8, 2014, as amended by that certain First Amendment to Credit Agreement dated as of Sept 24, 2015 (collectively, and as hereafter amended, extended, modified, supplemented or restated from time to time, the "**Credit Agreement**"), by and among Mortgagor, certain other borrowers affiliated with Mortgagor (such other borrowers, together with Mortgagor, collectively, "**Borrowers**") and Mortgagee, and (ii) that certain Amended and Restated Term Note dated Sept 24, 2015 (as hereafter amended, extended, modified, supplemented or restated from time to time, the "**Note**"), in the maximum principal amount of Fifteen Million Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$15,550,400.00), with interest as provided therein, executed by Borrowers and payable to Mortgagee or its order on or before August 6, 2019, together with the payment and performance of any other indebtedness or obligations incurred under any of the other Loan Documents (as defined in the Credit Agreement), or otherwise in connection with the credit accommodation evidenced by the Note, whether or not specifically referenced; and"

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4. Section 2.1 of the Mortgage is hereby amended by adding the following subparagraph (g) thereto:

“(g) payment and performance of any obligations arising under any other agreement in connection with any credit the Mortgagor or any of the Mortgagor’s related entities or affiliates has obtained from Mortgagee, or hereinafter obtains from Mortgagee, including, but not limited to, (i) that certain Revolving Credit Agreement dated September 25, 2014, and (ii) that certain Credit Agreement dated December 5, 2014.”

5. Mortgagor expressly acknowledges and agrees that, except as expressly set forth herein, this Amendment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Mortgage, and Mortgagor hereby ratifies, confirms and agrees that the Mortgage and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for Mortgagee’s benefit thereunder, shall continue to secure, in the same manner, in the same priority and to the same extent set forth therein, the payment and performance of the Secured Obligations, as amended hereby, and all of same are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

6. Mortgagor acknowledges and agrees that the execution and/or acceptance of this Amendment by Mortgagee shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Mortgagor’s duties, obligations and liabilities contained in the Loan Documents; (b) waiver, modification, restriction or limitation of any and all of Mortgagee’s rights and benefits arising under the Loan Documents by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Loan Documents; or (c) precedent, and that Mortgagee shall be under no obligation, express or implied, to grant Mortgagor any future or further modification, renewal, extension and/or amendment to the Mortgage, as amended hereby or any or all of the other Loan Documents, except as provided therein.

7. Neither this Amendment nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation of such party.

9. This Amendment shall be governed by and construed in accordance with the laws of the State in which the Property is located.

10. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute together but one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed and delivered this Amendment as of the day and year first above written.

MORTGAGOR:

BCL-4948 HARDING LLC,
an Illinois limited liability company

By: BCL-Multi Family LLC, its sole member

By: The Daniel Shachtman Trust, member

By: _____

Name: Daniel Shachtman

Title: Trustee

Address

450 Skokie Blvd., Building 600
Northbrook, IL 60062
Attn: Dan Shachtman

STATE OF Illinois)
) SS
COUNTY OF Cook)

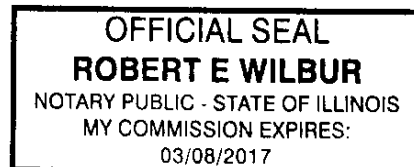
I, Robert Wilbur, Notary Public in and for said County and State, do hereby certify that Daniel Shachtman, the Trustee of The Daniel Shachtman Trust, a member of BCL-Multi Family LLC, an Illinois limited liability company, the sole member of BCL-4948 Harding LLC, an Illinois limited liability company, 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 he/she signed and delivered the said instrument on behalf of said limited liability company, as his/her free and voluntary act and deed, and the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this the 17 day of September, 2015.

[Official Seal]

Notary Public

My Commission Expires: 3-8-17



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MORTGAGEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Ryan Moylan
Title: Relationship Manager

STATE OF IL)
COUNTY OF Cook) SS

I, Heather Moore, Notary Public in and for said County and State, do hereby certify that Ryan Moylan, the AVP of WELLS FARGO BANK, NATIONAL ASSOCIATION, 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 he/she signed and delivered the said instrument as AVP of said association, pursuant to the authority given by its board of directors, as his/her free and voluntary act and deed, and the free and voluntary act and deed of said association for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this the 29th day of September, 2015.

[Official Seal]

[Signature: Heather Moore]
Notary Public

My Commission Expires: 9/4/17



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EXHIBIT A

LEGAL DESCRIPTION

Street Address of Subject Property: 4948-50 N. Harding, Chicago, Illinois 60625

LOT 1 IN SCHEINER'S SUBDIVISION OF THE NORTH 100 FEET OF THE SOUTH 108 FEET OF THE NORTH 1/2 OF BLOCK 3 IN SPIKING'S SUBDIVISION OF THE WEST 60 ACRES (EXCEPT THE NORTHWEST 13 ACRES THEREOF) OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number: 13-11-313-014-0000