

# UNOFFICIAL COPY

Doc#: 1607646066 Fee: \$66.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/16/2016 09:21 AM Pg: 1 of 10

Recording requested by  
and when recorded return to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attention: Samuel Zylberberg, Esq. (EDG)

## FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "Amendment") is executed this 29th day of February, 2016, to be effective as of March 2, 2016 (the "Effective Date"), by CLUBCORP NV X, LLC an Nevada limited liability company (the "Mortgagor"), having an address at c/o ClubCorp Operations, Inc., 3030 LBJ Freeway, Suite 600, Attn: General Counsel, Dallas, Texas 75234, and CITICORP NORTH AMERICA, INC., having an address of 388 Greenwich Street, New York, New York 10013, in its capacity as administrative agent for the Secured Parties (as defined in the Credit Agreement (as hereinafter defined)) (together with its successors and assigns, the "Mortgagee" or "Administrative Agent"). This Amendment amends that certain Mortgage dated as of March 12, 2015, executed by Mortgagor to Mortgagee, recorded as Doc. No. 1507639047 on March 17, 2015 in the Official Records of Cook County, Illinois, (the "Original Mortgage"). Unless otherwise noted, defined terms not otherwise defined shall have the meaning ascribed to them in the Original Mortgage.

### WITNESSETH:

#### *ARTICLE I*

### RECITALS

WHEREAS, Mortgagor previously executed and delivered to Mortgagee the Original Mortgage encumbering the Property, including certain Land, Improvements and Fixtures located in Cook County in the State of Illinois, which Land is more particularly described in Exhibit A.

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WHEREAS, pursuant to that certain Credit Agreement, dated as of November 30, 2010, as amended by that certain Amendment No. 1 dated as of November 16, 2012, as amended by that certain Amendment No. 2 dated as of July 24, 2013, as amended by that certain Amendment No. 3 and Joinder Agreement dated as of August 30, 2013, as amended by that certain Amendment No. 4 dated as of February 21, 2014, as amended by that certain Amendment No. 5 dated as of April 11, 2014, as amended by that certain Amendment No. 6 dated as of September 30, 2014, and as amended by that certain Amendment No. 7 dated as of May 28, 2015 (and as further amended, restated or otherwise modified from time to time, the "Credit Agreement"), among, *inter alios*, CCA Club Operations Holdings, LLC, a Delaware limited liability company ("Holdings"), ClubCorp Club Operations, Inc., a Delaware corporation (the "Borrower"), as borrower, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and Mortgagee, as Administrative Agent (as defined in the Credit Agreement), the Lenders and other Secured Parties have agreed to make the Loan (as defined in the Credit Agreement) and other Credit Extensions (as defined in the Credit Agreement) to Borrower, on the terms and conditions set forth in the Credit Agreement;

WHEREAS, Borrower, Holdings, Lenders and Administrative Agent have amended the Credit Agreement pursuant to the terms and conditions of that certain Amendment No. 8 dated as of December 15, 2015 and that certain Amendment No. 9 dated as of January 25, 2016 (the "Credit Agreement Amendment");

WHEREAS, the Credit Agreement Amendment reconfirms the Credit Agreement and provides for, among other things, certain amendments to the Credit Agreement, including (i) extending the maturity of the Term B Loans (as defined in the Credit Agreement), (ii) increase of the commitments under and extending the maturity of the Revolving Credit Facility (as defined in the Credit Agreement) and (iii) certain other amendments to the Credit Agreement as requested by Borrower;

WHEREAS, as more fully described in the Original Mortgage, the Original Mortgage secures the Guaranteed Obligations, as defined in the Guaranty;

WHEREAS, Mortgagor and Mortgagee desire to, among other things, give notice of the amendment to the Credit Agreement reflected in the Credit Agreement Amendment and to confirm that the Original Mortgage remains in full force and effect, except only to the extent expressly modified by this Amendment;

WHEREAS, the indebtedness consisting of the Guaranteed Obligations is continuing, is not being repaid or discharged in whole or in part, and no change is being made to the Secured Obligations except pursuant to the Credit Agreement Amendment.

## AGREEMENT:

**NOW, THEREFORE,** Mortgagor and Mortgagee agree and give notice as follows.

1.1. Amendment.

The Original Mortgage is hereby amended as follows:

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A. Incorporation of Recitals. The recitals set forth in this Amendment shall be incorporated into the Original Mortgage in their entirety.

B. Definition of "Mortgage". Whenever referred to herein or in the Original Mortgage, "Mortgage" shall mean the Original Mortgage, as amended by this Amendment, as the same may be further amended, supplemented, modified or restated, including any modification changing the amount, the interest rate or other terms of the Guaranteed Obligations or giving notice of any such changes. Any future amendment, amendment and restatement, supplementation, or other modification of the Mortgage may or may not be recorded.

C. Taxes. Mortgagor shall pay all mortgage recording taxes, filing fees, recording fees, and other real estate taxes imposed or assessed upon this Amendment, including all taxes, penalties, and interest for the foregoing.

## 1.2. Confirmation and Ratification of Original Mortgage.

Except as modified by this Amendment, the Original Mortgage shall continue in full force and effect. Nothing in this Amendment is intended to waive any rights or remedies of Mortgagee under the Original Mortgage or (except to the extent, if any, expressly stated herein) any defaults of Mortgagor under the Original Mortgage. The Original Mortgage shall continue to be a valid and subsisting lien against the Property. Nothing contained in this Amendment shall be construed as (a) a novation of the Guaranteed Obligations or (b) a release or waiver of all or any portion of the grant or conveyance to the Mortgagee of the Property.

## 1.3. No Change in Mortgage Priority.

A. Definition: Junior Lien Claimant. A "Junior Lien Claimant" means any holder of any interest or claim that affects any Property or estate or interest therein, which interest or claim is recorded after the date the Original Mortgage was originally recorded or that is otherwise junior and subordinate to the lien of the Mortgage.

B. Change to Guaranteed Obligations. The Guaranteed Obligations may, from time to time, be amended, modified, extended, renewed, restated, increased, repledged, supplemented, or otherwise changed (any of the foregoing, a "Change"). Changes may include any or all of the following, none of which shall impair the priority of the lien of the Mortgage as against the liens of Junior Lien Claimants: (i) complete or partial amendment and restatement of any or all terms and conditions of the Guaranteed Obligations; (ii) modifications of the required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part; (iii) modifications, extensions or renewals at a different rate of interest; (iv) increases in any amount in the principal or interest rate of the Guaranteed Obligations; and/or (v) modifications or additional amounts advanced with respect to the Guaranteed Obligations.

C. Effect of Change(s). The Original Mortgage (as amended by this Amendment and as it may be further amended with or without record notice of such

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amendment) shall continue to secure the Guaranteed Obligations, with the same priority of lien as the Original Mortgage.

D. Notice to Junior Lien Claimants. The Original Mortgage provided, and gave full record notice to all potential Junior Lien Claimants, that the Mortgage was intended to secure the Guaranteed Obligations arising not only under the Credit Agreement and Guaranty, but also under any amendments, amendments and restatements, supplements, or other modifications of the Credit Agreement and/or Guaranty. Any of the foregoing could potentially include modifications that could increase the amount of the Guaranteed Obligations or otherwise adversely affect Junior Lien Claimants. All actual and potential Junior Lien Claimants are hereby placed on notice that the Guaranteed Obligations is subject to Change(s). Notwithstanding the magnitude or nature of any Change, such Change shall under no circumstances be deemed to constitute a novation with respect to the Guaranteed Obligations, or otherwise impair or reduce the priority of the lien of the Mortgage.

#### 1.4. Credit Agreement Amendment.

The parties hereby give notice that the Credit Agreement has been amended pursuant to the Credit Agreement Amendment.

#### 1.5. Future Amendments.

The Original Mortgage, as amended by this Amendment, cannot be altered, amended, modified, terminated, waived, released, or discharged, except in accordance with the provisions of the Original Mortgage. Any amendment of the Credit Agreement or of the Guaranteed Obligations may or may not be recorded. Any such amendment shall be fully effective as between the parties thereto whether or not recorded, without thereby impairing or reducing the priority of the lien of the Mortgage or constituting a novation.

#### 1.6. Effect of Amendment.

Except as, and to the extent, specifically modified or amended by this Amendment, the Original Mortgage is and remains in full force and effect according to the terms there-of. If it is determined that any person or entity except Mortgagee has a lien, encumbrance, or claim of any type with priority over any term of this Amendment, the original terms of the Credit Agreement and the Original Mortgage shall be severable from this Amendment and separately enforceable from the terms hereof in accordance with their original terms, and Mortgagee shall continue to hold the benefit of all legal or equitable priorities that existed before the Effective Date. Any legal or equitable priorities of Mortgagee over any party that existed before the Effective Date shall remain in effect after the Effective Date.

#### 1.7. GOVERNING LAW.

THIS AMENDMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH THE ORIGINAL MORTGAGE.

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1.8. Counterparts.

This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank.]

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

**MORTGAGOR:**

**CLUBCORP NV X, LLC**, a Nevada limited liability company

By: *Ingrid Keiser*  
Ingrid Keiser, Secretary

STATE OF TEXAS )

COUNTY OF DALLAS )

Before me, a Notary Public in and for said county and state, personally appeared Ingrid Keiser, known to me to be the Secretary of CLUBCORP NV X, LLC, a Nevada limited liability company, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the foregoing instrument.

WITNESS my hand and Notarial Seal this 29<sup>th</sup> day of February, 2016.



*Peggy J. Jones*  
Notary Public  
Printed: Peggy J. Jones  
Residing in Dallas County, Texas

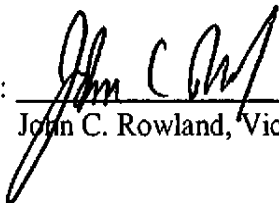
OFFICIAL SEAL

My Commission expires: 6-12-2016

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**MORTGAGEE:**

**CITICORP NORTH AMERICA, INC.,** as  
Administrative Agent

By:   
John C. Rowland, Vice President

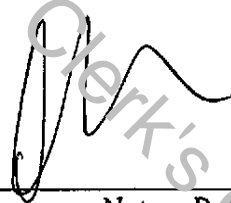
STATE OF NEW YORK            )  
  )  
COUNTY OF NEW YORK        )

Before me, a Notary Public in and for said county and state, personally appeared John C. Rowland, known to me to be the Vice President of Citicorp North America, Inc., a Delaware corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the foregoing instrument.

WITNESS my hand and Notarial Seal this 20<sup>th</sup> day of February, 2016.



OFFICIAL SEAL

  
Notary Public  
Printed: Sonia Austin-Outlaw  
Residing in New York County, New York

**SONIA AUSTIN-OUTLAW**  
Notary Public, State of New York  
No. 01AU6294366  
Qualified in New York County  
Commission Expires Dec. 16, 2017

My Commission expires: \_\_\_\_\_

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## EXHIBIT A

### LEGAL DESCRIPTION

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## EXHIBIT A LEGAL DESCRIPTION

### PARCEL 1:

THE EAST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  (EXCEPT PUBLIC HIGHWAYS) OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO EXCEPTING THAT PART LYING NORTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 28, DISTANCE 2263.3 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 41 DEGREES, 26 MINUTES MEASURED FROM EAST TO SOUTHEAST WITH SAID NORTH LINE OF SAID SECTION 28, A DISTANCE OF 883.1 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 9046.75 FEET AND TANGENT TO LAST DESCRIBED COURSE, A DISTANCE OF 1006.6 FEET TO A POINT OF TANGENCY; THENCE CONTINUING SOUTHEASTERLY IN A STRAIGHT LINE TANGENT TO LAST DESCRIBED COURSE A DISTANCE OF 1338.47 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID SECTION 28, DISTANCE 372.6 FEET NORTH OF THE EAST  $\frac{1}{4}$  CORNER OF SAID SECTION 28 IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART TAKEN FOR HIGHWAY IN CONDEMNATION 88L51450).

### PARCEL 2:

THAT PART OF THE WEST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 28, DISTANT 2263.3 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 41 DEGREES 26 MINUTES MEASURED FROM EAST TO SOUTHEAST WITH SAID NORTH LINE OF SAID SECTION 28, A DISTANCE OF 883.17 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 9046.75 FEET AND TANGENT OF THE LAST DESCRIBED RECOURSE, A DISTANCE OF 1006.6 FEET TO A POINT OF TANGENCY; THENCE CONTINUING SOUTHEASTERLY IN A STRAIGHT LINE TANGENT TO LAST DESCRIBED COURSE A DISTANCE OF 1338.47 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID SECTION 28, DISTANCE 372.6 FEET NORTH OF THE EAST  $\frac{1}{4}$  CORNER OF SAID SECTION 28 AND EXCEPT PUBLIC HIGHWAY AND EXCEPT THE SOUTH 660.45 FEET OF THE SOUTH AND WEST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$ , IN COOK COUNTY, ILLINOIS.

### PARCEL 3

THE EAST  $\frac{1}{2}$  OF THE EAST  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 660.45 FEET THEREOF) ALL IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART TAKEN FOR HIGHWAY IN CONDEMNATION 88L51450).

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## PARCEL 4

THAT PART OF THE NORTHWEST ¼ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE CENTER OF RAND ROAD, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY; BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF 100 FOOT RAND ROAD WITH THE NORTH LINE OF THE SOUTH 50 FEET OF THE NORTHWEST QUARTER AFORESAID; THENCE WEST ALONG SAID NORTH LINE 40 FEET; THENCE NORTHEASTERLY TO A POINT ON SAID SOUTHWESTERLY LINE OF RAND ROAD, SAID POINT BEING 40 FEET NORTHWESTERLY OF THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE 40 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 03-27-100-002-0000; 03-28-101-002-0000; 03-28-200-017-0000; 03-28-200-018-0000; and 03-28-203-001-0000.

Street Address: 2525 East Rand Road  
Arlington Heights, Illinois 6004