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Doc#: 1615819026 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/06/2016 09:32 AM Pg: 1 of 7

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[SPACE ABOVE FOR RECORDER'S USE ONLY]

Prepared by and
When recorded, should be returned to:
Frederick C.C. Boyd, III, Esq.
Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road NE
Atlanta, Georgia 30326

Cross-Reference:
Leasehold Mortgage, Assignment of Leases and
Rents, Security Agreement and Financing Statement
recorded May 22, 2014 as Document No.
141216027 in the records of Cook County, Illinois

Unit:
Store No. 15855
1111 West Addison
Chicago, Illinois 60613
Cook County 72-108556
See attached Exhibit A for legal description

FIRST MODIFICATION OF LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

This FIRST MODIFICATION OF LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Modification") is made as of this 31st day of May, 2016, by and between SUNDANCE, INC., a Michigan corporation, having an address at 7915 Kensington Court, Brighton, Michigan 48116 (hereinafter, together with its successors and assigns, "Mortgagor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, having an address at 1808 Aston Avenue, Suite 250, Carlsbad, California 92008, as administrative agent (hereinafter, in such capacity, "Administrative Agent" or "Mortgagee") for itself and other lending institutions (collectively, "Lenders") which are or may become parties to the Credit Agreement (as defined in the Mortgage (as hereinafter defined)).

CID No.: 000012785

FIDELITY NATIONAL TITLE

999012710
accommodation

9965101 v2

CCRD REVIEW 

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1. Mortgage. Mortgagor has heretofore executed and delivered that certain Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement recorded May 22, 2014 as Document No. 1414216027 in the records of Cook County, Illinois (as the same has been and may hereafter be amended from time to time, the "Mortgage"). Terms defined in the Mortgage and used without definition herein shall have the same respective meanings herein as in the Mortgage.

2. Existing Notes. The Mortgage secures existing indebtedness which is evidenced by one or more promissory notes (collectively, the "Existing Notes").

3. Specific Amendments to the Mortgage. Effective as of the date hereof:

(a) The Mortgage is hereby amended by deleting Recital A in its entirety and simultaneously replacing it with the following:

"A. Mortgagor has, together with Old West Properties, L.L.C., a Michigan limited liability company (collectively with Mortgagor, the "Borrower"), entered into that certain Third Amended and Restated Credit Agreement dated as of May 31, 2016 with Lenders and Administrative Agent (said Credit Agreement, as it may hereafter be amended, amended and restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, being the "Credit Agreement"; the terms defined in the Credit Agreement and not otherwise defined herein being used herein as defined in the Credit Agreement)."

(b) The Mortgage is hereby amended by deleting the figure \$216,000,000.00 from Recital C on page 1 of the Mortgage and replacing it with the figure \$350,000,000.00.

(c) The Mortgage is hereby amended by deleting Recital D in its entirety and simultaneously replacing it with the following:

"D. To evidence and secure such indebtedness, Borrowers have executed and delivered the Credit Agreement, one or more promissory notes (collectively, the "Notes") and certain other Loan Documents."

(d) The Mortgage is hereby amended by deleting the figure \$216,000,000.00 from Section 4.18 of the Mortgage and replacing it with the figure \$350,000,000.00.

4. Additional Advances. The Notes evidence additional advances by, and obligations in favor of, the Lenders. It is agreed that these additional advances and obligations shall be equally secured with the original indebtedness evidenced by the Existing Notes and are subject to all of the terms and provisions of the Mortgage and the Credit Agreement.

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5. Continuing Effectiveness of Mortgage. Except as specifically modified by this Modification, the terms of the Mortgage shall remain in full force and effect. Mortgagor ratifies and reaffirms all promises, covenants, warranties and representations in the Mortgage and warrants that it is not in default under the Mortgage. The Mortgage is hereby ratified and confirmed, shall continue to constitute the binding obligation and agreement of Mortgagor in favor of Mortgagee, and shall secure the Notes and all other obligations under the Credit Agreement as fully as if the Mortgage had been executed and delivered concurrently with the execution and delivery of this Agreement. Nothing herein shall be deemed to constitute a novation of the Mortgage or any of the Obligations. This Modification is effective upon recording, which shall take place only if title is satisfactory to Mortgagee and the priority of the Mortgage remains unchanged. This Modification shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

6. Execution in Counterparts. This Modification 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 taken together shall constitute but one and the same instrument.

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Mortgagor has executed and delivered this Modification on the day and year first above written.

MORTGAGOR:

SUNDANCE, INC.,
a Michigan corporation

By: *Peter Lyders-Petersen*
Name: Peter Lyders-Petersen
Title: President

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ACKNOWLEDGEMENT

STATE OF Michigan
COUNTY OF Oakland

) ss.

BE IT REMEMBERED, that on this 19th day of May, 2016, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Peter Lyders-Petersen, President of SUNDANCE, INC., a Michigan corporation who is personally known to me to be the same person who executed the within instrument of writing in such capacity and on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Tammi Lemm
Printed Name: Tammi Lemm
Notary Public

My commission expires:
5/20/2020
(NOTARIAL SEAL)

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Unit:
 Store No. 15855
 1111 West Addison
 Chicago, Illinois 60613
 Cook County

EXHIBIT A

DESCRIPTION OF LAND

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN:

THE SUB-LEASEHOLD ESTATE (SAID SUB-LEASEHOLD ESTATE BEING DEFINED AS "LEASEHOLD ESTATE" IN PARAGRAPH I.e. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE SUB-LEASE, EXECUTED BY: TACO BELL CORP., AS LESSOR, AND QSR, INC., AS LESSEE, A MEMORANDUM OF WHICH SUB-LEASE WAS RECORDED JULY 30, 1997 AS DOCUMENT NUMBER 97553132, AS ASSIGNED TO SUNDANCE, INC. BY ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT RECORDED ~ AS DOCUMENT NUMBER ~, WHICH SUB-LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEAR BEGINNING JULY 24, 1997 AND ENDING JULY 23, 2014.

THE NORTH 138.25 FEET OF LOT A1 OF THE CONSOLIDATION OF LOTS 1 TO 6, BOTH INCLUSIVE, (EXCEPT THE WEST 16 FEET OF LOT 6) AND LOTS 28 TO 37, BOTH INCLUSIVE, AND VACATED ALLEYS LYING SOUTH OF AND ADJOINING LOTS 1 TO 6, BOTH INCLUSIVE, (EXCEPT THE WEST 16 FEET OF LOT 6) AND LYING NORTH AND EASTERLY OF LOTS 35 TO 37 BOTH INCLUSIVE IN BLOCK 2 OF ERNST J. LEHMAN'S SUBDIVISION OF LOT 4 IN THE ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS

ALSO DESCRIBED AS

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF WEST ADDISON STREET AND THE ORIGINAL WESTERLY RIGHT-OF-WAY LINE OF CHICAGO, MILWAUKEE & ST. PAUL RAILROAD; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST ON AN ASSUMED BEARING ALONG SAID SOUTH LINE OF WEST ADDISON STREET, A DISTANCE OF 161.03 FEET TO THE EAST LINE OF A 16 FOOT PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE, A

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DISTANCE OF 138.25 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, AS DISTANCE OF 125.65 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE BEING A CURVE LINE CONVEX EASTERLY HAVING A RADIUS OF 2839.93 FEET, WHOSE CORD BEARS NORTH 14 DEGREES 20 MINUTES 27 SECONDS EAST, AN ARC DISTANCE OF 142.71 FEET TO THE POINT OF BEGINNING.

Tax ID No.: 14-20-400-021-0000; 14-20-400-022-0000

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